



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

**Mayor Billy Bain**

**Vice Mayor Mara Zapata, Ph.D.**  
**Councilwoman Maria Puente Mitchell**

**Councilman Bob Best**  
**Councilman Jaime Petralanda**

***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, May 11, 2020 – 6:00 p.m.**

**Virtual Council Meeting**

(see p. 3-4 for instructions on how to access the meeting)

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance**
- 3. Agenda / Order of Business**
- 4. Awards & Presentations: None.**
- 5. Open Forum:** Persons wishing to speak on items of general city business, please sign the register located on the speaker's stand before the meeting begins. This portion of the meeting also includes any pre-screened video submittals. *The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.*
- 6. Approval of Council Minutes:**
  - A) April 27, 2020 – Regular Meeting
- 7. Reports from Boards & Commissions: None.**
- 8. Public Hearings: None.**
- 9. Consent Agenda: (Funded and/or Budgeted):**
  - A) Recommendation by Elderly Services that Council approve an expenditure in an amount not to exceed \$11,420 in FY 2019-2020 for the first year acquisition of software, hardware, maintenance for the My Senior Center software from Xavus Solutions LLC ("Xavus") and \$1,950 annually for maintenance beginning in Fiscal Year 2020-2021.

**10. Old Business: None.**

**11. New Business:**

A) **RESOLUTION** - A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, RATIFYING ALL EMERGENCY ORDERS ISSUED AND ACTIONS TAKEN BY THE CITY MANAGER RELATED TO NOVEL CORONAVIRUS/COVID-19; AND PROVIDING FOR AN EFFECTIVE DATE

B) COVID-19 Departmental Updates

C) Request by Triana Florio from MSSH, to hold an MS/VG High School Senior Social Distancing Parade on Saturday, May 23rd at 6:00 p.m.

**12. Other Business:**

A) Discussion on Memorial Day and July 4<sup>th</sup> events

**13. Reports & Recommendations:**

A) City Attorney

B) City Manager

C) City Council

**14. Adjourn**



## CITY OF MIAMI SPRINGS VIRTUAL PUBLIC MEETING NOTICE

The City of Miami Springs will hold a **virtual** Council meeting on:  
**Monday, May 11, 2020 at 6:00 p.m.**

The meeting agenda is available online at:  
<https://www.miamisprings-fl.gov/meetings>

Elected officials and City staff will participate through video conference.

Members of the public may watch or call in to the virtual public meeting live by following these instructions:

### WATCH THE VIRTUAL PUBLIC MEETING

- **Comcast/Xfinity:** Channel 77 (Meeting will not be live broadcast)
- **YouTube: LIVE** <https://www.youtube.com/channel/UC2at9KNnqUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device: LIVE** <https://www.miamisprings-fl.gov/meetings>

### CALL IN TO THE VIRTUAL PUBLIC MEETING

Dial 305-805-5151 then input the Meeting ID: 863-9512-4146, followed by #.  
There is no participant ID. Press # again.

Any person requiring special accommodations to access this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk at [cityclerk@miamisprings-fl.gov](mailto:cityclerk@miamisprings-fl.gov)

### PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

**EMAILED COMMENTS:** Members of the public may email their public comments to the City in advance of the meeting. Please email the City at [cityclerk@miamisprings-fl.gov](mailto:cityclerk@miamisprings-fl.gov) by 12:00 p.m. on the day of the meeting with the subject line "PUBLIC COMMENT" and the following information in the body of the email: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization. Please limit your comments to no more than 350 words. Public comments received via email may be read into the record during the public comment portion of the agenda, if any.

**LIVE REMOTE & TELEPHONE COMMENTS:** *If there is a public comment portion of the agenda or the City Council opens a matter for public comment, live remote public comments will be accepted as follows:*

**By telephone:** To ask to speak during the meeting, please press \*9 from your telephone. You will be called on to speak during public comments and identified by the last 4-digits of your telephone number.

During the virtual meeting, when your name or last 4-digits of your telephone number is called, you will be unmuted and you may deliver your comments.

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information before delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

A time limit may be imposed for each speaker during public comment.

Your cooperation is appreciated in observing the time limit.

**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 when addressing the Council during public comments.

#### **PUBLIC RECORDS**

The meeting will be recorded for later viewing and is a public record. The virtual chat, if any, will be saved and is a public record. Minutes of the meeting will be taken and will be made available.

#### **NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES**

**IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE 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 TO BE BASED.**

#### **AMERICANS WITH DISABILITIES ACT**

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk's Office at 305-805-5006.

#### **LOBBYING ACTIVITIES**

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities. Specifically, 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 and online at: <https://www.miamisprings-fl.gov/cityclerk/lobbyist-registration-form-0>.

**Have questions or need additional information?**

**Write:** [cityclerk@miamisprings-fl.gov](mailto:cityclerk@miamisprings-fl.gov)

**Call:** 305-805-5006

**Mail:** 201 Westward Drive, Miami Springs, FL 33166



**City of Miami Springs, Florida**

City Council Meeting

Regular Meeting Minutes

Monday, April 27, 2020 6:00 p.m.

Virtual Council Meeting using Communications Media Technology Pursuant to  
Governor's Executive Order 20-69

1. **Call to Order/Roll Call:** The meeting was called to order by the Mayor at 6:02 p.m.

Present were the following:

Mayor Billy Bain

Vice Mayor Maria Puente Mitchell

Councilman Bob Best

Councilwoman Mara Zapata, Ph.D.

Councilman Jaime A. Petralanda

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Dan Espino

City Attorney Haydee Sera

Chief Armando Guzman

Recreation Director Omar Luna

Public Works Director Tom Nash

Golf Director Paul O'Dell

2. **Salute to the Flag:** Audience led the Pledge of Allegiance and Salute to the Flag.
3. **Agenda / Order of Business: None at this time.**
4. **Awards & Presentations: None at this time.**
5. **Open Forum: The following members of the public addressed the City Council: There were no speakers at this time.**
6. **Approval of Council Minutes:**
  - A) March 9, 2020 – Regular Meeting
  - B) April 20, 2020 – Special Meeting

**Councilman Best moved to approve the minutes of Regular meeting of March 9, 2020 and Special meeting of April 20, 2020. Councilman Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain.**

- 7. **Reports from Boards & Commissions: None at this time.**
- 8. **Public Hearings: None at this time.**
- 9. **Consent Agenda: (Funded and/or Budgeted):**

A) Recommendation by Public Works that Council authorize the issuance of a Purchase Order to Distreebutors, Inc., utilizing Miami Dade County contract #1298-1/21-1 (attached), in an amount not to exceed \$47,502.50, for the purchase of street tree planting and planting of street trees, as funds were budgeted in the FY18/19 Budget pursuant to Section §31.11 (E) (5) of the City Code

B) Recommendation by Public Works that Council approve an increase to open Purchase Order #200240 in the amount of \$23,000.00 to BTS Land Service Corp. for tree trimming throughout the City. Council approved \$100,000.00, October 8, 2019 as funds were approved in the FY 19/20 Budget, pursuant to Section §31.11 (E) (5) of the City Code

C) Recommendation by the Police Department that Council authorize the issuance of a Purchase Order to Royal Rent-A-Car Systems of Florida, utilizing Miami-Dade County's Bid No. 8809-0/19, Vehicle Rental Services, in the amount of \$10,388.00, for the monthly rental of two vehicles (for a 7-month period), as these funds qualify for expenditure from the Police Law Enforcement Trust Fund, as funds are in the projected FY 19/20 Budget, pursuant to Section §31.11 (C)(2) of the City Code

D) Recommendation by the Police Department that Council authorize the issuance of a Purchase Order to Safeware, Inc., utilizing U.S. Communities Contract #4400008468, in the amount of \$24,624.00 for the purchase of forty-five (45) Avon First Responder C50 gas masks kits, as funds are in the projected FY 19/20 Budget, pursuant to Section §31.11 (E)(5) of the City Code

E) Recommendation by the Police Department that Council waive the competitive bid process in the best interests of the City, mainly due to they are the only local vendor in Miami-Dade County to provide police uniforms (we've established over a twenty-year relationship), and approve an expenditure to Lou's Police Distributors, not to exceed \$25,000.00, for police uniforms as funds were approved in the FY 19/20 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code

**Councilman Petralanda pulled Items 9A and 9E. Councilwoman Mitchell pulled Item 9D for further discussion. Assistant City Manager Tammy Romero read the rest of the Consent Agenda items for the record.**

**Councilman Best moved to approve the Consent Agenda items with pulled items 9A, 9D, and 9E. Councilman Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain.**

A) Recommendation by Public Works that Council authorize the issuance of a Purchase Order to Distreebutors, Inc., utilizing Miami Dade County contract #1298-1/21-1 (attached), in an amount not to exceed \$47,502.50, for the purchase of street tree planting and planting of street trees, as funds were budgeted in the FY18/19 Budget pursuant to Section §31.11 (E) (5) of the City Code

**Assistant City Manager Tammy Romero read Item 9A for the record. The City Council discussed the item further. Councilwoman Mitchell made a motion to approve the item as recommended by staff. Vice Mayor Zapata seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain.**

D) Recommendation by the Police Department that Council authorize the issuance of a Purchase Order to Safeware, Inc., utilizing U.S. Communities Contract #4400008468, in the amount of \$24,624.00 for the purchase of forty-five (45) Avon First Responder C50 gas masks kits, as funds are in the projected FY 19/20 Budget, pursuant to Section §31.11 (E)(5) of the City Code

**Assistant City Manager Tammy Romero read Item 9D for the record. The City Council discussed the item further. Councilwoman Mitchell made a motion to approve the item as recommended by staff. Vice Mayor Zapata seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain.**

E) Recommendation by the Police Department that Council waive the competitive bid process in the best interests of the City, mainly due to they are the only local vendor in Miami-Dade County to provide police uniforms (we've established over a twenty-year relationship), and approve an expenditure to Lou's Police Distributors, not to exceed \$25,000.00, for police uniforms as funds were approved in the FY 19/20 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code

**Assistant City Manager Tammy Romero read Item 9E for the record. The City Council discussed the item further. Councilman Petralanda made a motion to approve the item as recommended by staff. Vice Mayor Zapata seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain.**

**10. Old Business: None.**

**11. New Business:**

A) Request for additional funding for the Emergency mold remediation work at the City Hall Building

**City Manager William Alonso read the staff memo for the record. He then requested that Council approve the expenditure for the mold remediation at City Hall. After some discussion, Councilman Best moved to approve the expenditure for City Hall mold remediation. Councilman Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain.**

B) Recommendation by the City Manager's Office that Council waive the competitive bid process in the best interests of the City based on the results of the Mold Assessment Report dated March 3, 2020 and as detailed in my separate memo to council (attached), and approve an expenditure to Guerrero/Gonzalez Engineers, Inc. in an amount of \$10,000 for Mechanical Engineering Services, pursuant to the emergency procurement process under Section §31.11 (E)(6)(e) of the City Code. Subsequent to our March 23 meeting that was cancelled, the City also executed the attached contract with Guerrero/Gonzalez Engineers, Inc. so that work could commence. Staff also requests approval of the executed contract as part of this request

**Councilman Petralanda moved to approve the recommendation by staff. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain.**

C) Recommendation by the City Manager's Office that Council waive the competitive bid process in the best interests of the City based on the results of the Mold Assessment Report dated March 3, 2020 and as detailed in my separate memo to council (attached), and approve an expenditure to Synergy General Contracting, LLC, (SGC) the lowest of three written quotes, in an amount of \$234,400 for mold remediation and repairs at City hall as funds were budgeted in the FY19/20 Budget pursuant to the emergency procurement process under Section §31.11 (E)(6)(e) of the City Code. Subsequent to our March 23 meeting that was cancelled, the City also executed the attached contract SGC so that work could commence. Staff also requests approval of the executed contract as part of this request

**Vice Mayor Zapata moved to approve the recommendation by staff. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain.**

D) Recommendation by the City Manager's Office that Council approve an expenditure to Thermal Concepts, a sole source provider for Trane, an authorized contractor, in an amount not to exceed \$83,886 for the replacement of eight coil units related to the HVAC system in the City Hall facility pursuant to the emergency procurement process under Section §31.11 (E)(6)(e) of the City Code

**Councilman Best moved to approve the recommendation by staff. Councilman Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain.**



E) Recommendation by the City Manager's Office that Council waive the competitive bid process in the best interests of the City based on the results of the Mold Assessment Report dated March 3, 2020 and as detailed in my separate memo to council (attached), and approve an expenditure to Williams Scotsman Inc. as a sole source provider, in an amount of \$45,823 for a two month rental of two mobile office trailers, including furniture, installation and ADA compliance, pursuant to the emergency procurement process under Section §31.11 (E)(6)(e) of the City Code

**Vice Mayor Zapata moved to approve the recommendation by staff. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain.**

## **12. Other Business:**

A) Request by Vice Mayor Zapata to discuss the Miami-Dade County Circle Project

**Vice Mayor Zapata stated that she received calls from concerned residents about the new construction at the Circle, not only about the reduction in lanes and possibly more traffic, but that the proposed new Circle could possibly deter traffic to surrounding residential streets. The City Manager explained that the County has determined that the new traffic pattern is intended to lower the traffic levels at the Circle. He said it will take some time for people to adjust and the alternative thought is that it will lead people to look for other ways to get to Hialeah and not through the Springs. Staff will place information on the City's website on the new construction and new traffic pattern.**

B) COVID-19 Updates - City Council may Address any of their questions to City Department Heads

**There were no updates from Departments and the City Council had no questions at this time.**

C) Request by Councilman Best to discuss the reopening of the Golf Course and City Parks amid the COVID-19 pandemic

**City Attorney Haydee Sera stated that the County has issued an Order on the limited opening of open spaces and areas and golf courses effective April 29<sup>th</sup>. Recreation Director Omar Luna described the opening of the City's parks and limiting the hours of use by the public. Golf Director Paul O'Dell also provided information on the golf course facility and procedures.**

**Councilman Best made a motion to abide by the County's order on reopening the golf course and City Parks, with the additional restrictions/limitations as recommended by Staff. Councilwoman Mitchell seconded the motion, which carried**

**5-0 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain.**

D) Appointing a primary and secondary delegate to the Miami-Dade County League of Cities Board of Directors

**Councilman Best moved to appoint Councilwoman Mitchell as primary delegate. Vice Mayor Zapata seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain.**

**Councilman Best moved to appoint Councilman Petralanda as alternate delegate. Councilwoman Mitchell seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain.**

### **13. Reports & Recommendations:**

A) City Attorney

City Attorney Haydee Sera had no report at this time.

B) City Manager

City Manager William Alonso had no report at this time.

C) City Council

Councilman Petralanda thanked the Optimist Club for Saturday's food giveaway. He stated that he has had recent discussions with Tony Silva of the Optimist Club about having another similar event at the City's Recreation Center. Virginia Gardens will contribute \$1,000.00 and the City of Miami Springs will also commit \$1,000.00 towards the event. Councilman Petralanda requested that the City Council concede to the \$1,000.00 for the purchase of food for the event. It was the City Council's consensus to allocate \$1,000.00 from the City Council Promotions account.

Councilwoman Zapata had no report at this time.

Vice Mayor Mitchell had no report at this time.

Councilman Best had no report at this time.

Mayor Bain thanked the Optimist Club for hosting the food distribution event and also thanked Ricky Meats for their donation for the Saturday food event as well.

**14. Adjourn**

There being no further business to be discussed the meeting was adjourned at 7:50 p.m.

*Respectfully submitted:*

---

*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 11th day of May, 2020.*

---

*Billy Bain, Mayor*

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



# AGENDA MEMORANDUM

**Meeting Date:** 5/11/2020

**To:** The Honorable Mayor Billy Bain and Members of the City Council

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

**From:** Tammy Key, Senior Center Manager

**Subject:** Miami Springs Senior Center - Senior Tracking & Management System

---

**RECOMMENDATION:** Recommendation by Elderly Services that Council approve an expenditure in an amount not to exceed \$11,420 in FY 2019-2020 for the first year acquisition of software, hardware, maintenance for the My Senior Center software from Xavus Solutions LLC (“Xavus”) and \$1,950 annually for maintenance beginning in Fiscal Year 2020-2021. The City obtained three written quotes (attached) for Tracking & Management Hardware and Software for the new Senior Center Facility pursuant to Section §31.11 (C)(2) of the City Code. Xavus’s quote is the lowest responsible quote.

**DISCUSSION:** In order to better serve the Seniors of Miami Springs and Virginia Gardens and to update and streamline financial reporting to the Alliance for Aging and the State of Florida’s Department of Elderly Affairs (DOEA), the Elderly Services Department wishes to purchase the MySeniorCenter touchscreen registration and tracking software (the “Software”) from Xavus, the maker of MySeniorCenter.

This Software will allow seniors the option to check in independently at a touchscreen station with an assigned key tag for meals, classes and events and will allow City staff to better capture attendance, run real time reports, and plan for future services and programming. The City will enter into the attached agreement with Xavus Solutions LLC, which includes the Purchase and License Terms, the Quote, Service Level Agreement, and Information Security Policy and Standards.

Although there was another option for a program from Vermont Systems Inc. (VSI), which was approximately \$3,368 less expensive than the Software, the Software procured from Xavus is the only one that provides all the functionality for tracking and reporting that our Center needs, along with the user friendliness on the front end for seniors. MySeniorCenter is the only program that received positive feedback from other Senior Facilities in the State of Florida that we contacted and was also highly recommended by Lifespan Design Studio, the City’s Senior Center building Consultant.

**FISCAL IMPACT: Funding is available in the Senior Center Construction Fund**

<b><u>Submitted by:</u></b>	<b><u>Approved by (sign as applicable):</u></b>	<b><u>Funding:</u></b>
Department: <u>Elderly Services</u>	Dept. Head: _____	Dept./ Desc.: <u>Elderly Services</u>
Prepared by: <u>Tammy Key</u>	Procurement: _____	Account No.: _____
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>11420.00</u>
Budgeted/ Funded: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>0</u>
		Current request: \$ <u>11420.00</u>
		Total vendor amount: \$ <u>11420.00</u>

Xavus Solutions  
 PO Box 55071 #30713  
 Boston, MA 02205-5071  
 5088344113  
 tina@myseniorcenter.com



# Quote

**ADDRESS**

Ms. Tammy Key  
 City of Miami Springs - Senior Center  
 1401 Westward Drive- Aquatic Center Multi-Purpose Room  
 Miami Springs, Florida 33166  
 United States

**SHIP TO**

Ms. Tammy Key  
 City of Miami Springs - Senior Center  
 1401 Westward Drive- Aquatic Center Multi-Purpose Room  
 Miami Springs, Florida 33166  
 United States

**QUOTE #** s-090917-7294

**DATE** 04/23/2020

**EXPIRATION DATE** 05/29/2020

ACTIVITY	QTY	RATE	AMOUNT
MySeniorCenter System Configuration with All in One Computer/Touchscreen and MySeniorCenter Management System and MySeniorCenter Touchscreen application. Includes one omni-directional scanner, one webcam, and 900 standard MySeniorCenter keytags.	1	10,000.00	10,000.00
MySeniorCenter Hand-held Scanner with USB cable, MySeniorCenter synchronization software license and one hour of web-based training	1	820.00	820.00
Upgrade initial 900 Standard keytags to color customized keytags	1	450.00	450.00
Web-based training and remote configuration	1	750.00	750.00
Shipping and handling	1	120.00	120.00
Voice Connect 1 year - unlimited calls; allows for Center's number to show on caller id when using the service.	1	150.00	150.00
Discount: Regular Model	1	-870.00	-870.00
Annual maintenance fee in subsequent years for the configuration listed above is \$1950 (\$1800 for main system and \$150 for voice connect annual premium) beginning in year 2. Any changes to the configuration listed above may increase the annual maintenance fee. Maintenance includes updates to the software, access to technical support, nightly database backups and periodic web-based refresher training.	1	0.00	0.00

Please sign fax to 508-834-4125 or scan/email to tina@myseniorcenter.com.

**TOTAL**

**\$11,420.00**

Accepted By

Accepted Date



03/04/2020

VSI Quote Number: QUO-05104-G0V5M9

Software Pricing is valid for 120 Days  
Hardware Pricing is Subject to Change

Prepared For: City of Miami Springs  
Miami Springs, FL

Prepared By: Joshua Karson (Sr. Sales Marketing Manager)

Contact Name: Caitlin Smith,

Email: JoshuaK@VermontSystems.com

Contact Email: smithc@miamisprings-fl.gov

Toll Free: 877-883-8757

Contact Phone: 3058055075

Direct Phone: 802-276-5604

Explanation of Quote: VSI Pricing - add Senior Center

Notes:

Application Software	Qty	RecTrac	WebTrac	Price
<b>RecTrac Workgroup Software</b>				
Add'l Concurrent Users (Add 2) †(2)	2	\$360.00		\$720.00
			<b>Tax:</b>	<b>\$0.00</b>
			<b>Total:</b>	<b>\$720.00</b>

Hardware & Supplies	Qty	Unit Price	Price
<b>Bar Code Scanners</b>			
MK7120 Honeywell Orbit LaserScanner USB Black	2	\$295.00	\$590.00
<b>Touch Screen Monitors</b>			
ELO 2202L Touch Monitor 22" LCD Desktop, Black, Full HD (1920 X 1080) †(4)	2	\$495.00	\$990.00
		<b>Shipping (FOB Origin):</b>	<b>\$68.00</b>
		<b>Tax:</b>	<b>\$0.00</b>
		<b>Total:</b>	<b>\$1,648.00</b>

Annual Maintenance	Price
Annual Maintenance (20.00%)	\$144.00

Training & Expenses	Qty	Unit	Unit Price	Price
3.1 Migration Onsite Services	4.0	Day	\$800.00	\$3,200.00
Travel Time	1.0	Day	\$400.00	\$400.00
Daily Expenses - Onsite - Estimated	6.0	EA	\$280.00	\$1,680.00
Per Diem Meals - Onsite Trip	6.0	EA	\$61.00	\$366.00
Airfare - Estimated	1.0	EA	\$1,200.00	\$1,200.00
3.1 Discovery/Training- Remote	4.0	Hour	\$125.00	\$500.00
		<b>Tax:</b>		<b>\$0.00</b>
		<b>Total:</b>		<b>\$7,346.00</b>

<b>TOTALS:</b>	
Application Software	\$720.00
Hardware & Supplies	\$1,648.00
Training & Expenses	\$7,346.00
Annual Maintenance (prorated year 1)	\$144.00
<b>Total:</b>	<b>\$9,858.00</b>

For planning purposes, the annual recurring cost will be: \$144.00

\$ 10,002





03/04/2020

**VSI Quote Number: QUO-05104-G0V5M9**

Software Pricing is valid for 120 Days  
Hardware Pricing is Subject to Change

† **Footnotes:**

- 2 The base software license fee includes the first two (2) users. Additional users can be added at \$360 per user license and \$72 per user annual maintenance. Each user has access to all licensed software modules, as authorized in the user-defined menu system.
- 4 ELO 2202L 22" LCD Desktop, Black, Full HD (1920 X 1080 Resolution), Projective Capacitive, USB Controller, Anti-Glare, Zero Bezel, Mini-VGA and HDMI Video



3

Pricing Proposal  
Quotation #: 18351885  
Created On: 1/23/2020  
Valid Until: 4/30/2020

**City of Miami Springs**

**Inside Account Executive**

**Jorge Fonseca**  
201 Westward Drive  
Miami Springs, FL 33166  
UNITED STATES  
Phone: (305) 805-5156  
Fax:  
Email: fonsecaj@miamisprings-fl.gov

**Evan Ely**  
290 Davidson Ave.  
Somerset, NJ 08873  
Phone: 732-652-0273  
Fax: 732-564-8224  
Email: Evan\_Ely@shii.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 MySeniorCenter System Configuration with All in One Computer/Touchscreen and MySeniorCenter Management System and MySeniorCenter Touchscreen application. Includes one omni-directional scanner, one webcam, and 900 standard MySeniorCenter keytags. MySeniorCenter.com - Part#: MYSENIORCENTER-FULL-SYSTEM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$9,130.00	\$9,130.00
2 MySeniorCenter Hand-held Scanner with USB cable, MySeniorCenter synchronization software license and one hour of web-based training MySeniorCenter.com - Part#: HANDHELD Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$820.00	\$820.00
3 Upgrade initial 900 Standard keytags to color customized keytags MySeniorCenter.com - Part#: KEYTAG-UPGRADE-COLOR Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$450.00	\$450.00
4 Web-based training and remote configuration MySeniorCenter.com - Part#: REMOTE-TRAINING Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$750.00	\$750.00
5 Shipping and handling MySeniorCenter.com - Part#: SHIPPING Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$120.00	\$120.00
6 Voice Connect Premium- Unlimited calls; Annual fee MySeniorCenter.com - Part#: VCP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$150.00	\$150.00

Total \$11,420.00


*(Handwritten signature and checkmark)*

## Additional Comments

---

Quotes may be updated to reflect changes due to industry wide constraints and fluctuations

### \*Annual Maintenance\*

 Annual maintenance fee in subsequent years for the configuration listed above is \$1950 (\$1800 for main system and \$150 for voice connect annual premium) beginning in year 2. Any changes to the configuration listed above may increase the annual maintenance fee. Maintenance includes updates to the software, access to technical support, nightly database backups and periodic web-based refresher training.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

---

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

### Xavus Solutions LLC PURCHASE and LICENSE TERMS

The following are Xavus Solutions LLC's, terms and conditions of sale and license for hardware and software products. (Products):

**GOVERNING TERMS** The purchase is subject solely to these Terms, as well as those on the Quote or Estimate, Service Level Agreement, and Information Security Policy and Procedures that accompany this contract. No other terms and conditions in addition to, or in conflict with these Terms not separately and specifically executed by both parties as an amendment to these terms shall apply.

**ORDERS** All orders must be in the form of a valid, unexpired Xavus Solutions LLC Purchase Agreement or Quote signed by Customer and must: a) state the Xavus Solutions LLC part numbers, descriptions and quantities of products purchased; b) state the Xavus Solutions LLC quotation number, quotation date and expiration date and that the order is placed pursuant to the terms and conditions of the Xavus Solutions LLC Purchase Agreement, or words of similar effect (Orders for software customization or Xavus Solutions LLC installation services, must also reference the Xavus Solutions LLC's Statement of Work or Quote for such services); c) be signed by an authorized representative of Customer; d) include an initialed or signed Xavus Solutions LLC Purchase and License Terms (this document); Xavus Solutions LLC may reject any non-conforming Order. If Customer organization requires issuance of a Purchase Order in order to process an invoice for payment, then for an Order to be valid it must also include a completed Purchase Order signed by an authorized representative of Customer, stating the terms shown on the Xavus Solutions LLC Purchase Agreement, or words of similar effect.

**PRICES** All prices are in United States Dollars.

**TAXES, FEES, AND OTHER** Prices do not include any export fees, duties, OST, Sales, ISO, excise, ad valorem, property, withholding from source income or other taxes of any nature, or other taxes or fees applicable to the sale, use, license, or delivery of the equipment, software or services supplied, all of which are the responsibility of Customer. Incidental IT professional services incurred by the Customer in preparing for the installation of the MySeniorCenter system are outside the scope of this contract and are the responsibility of the Customer.

**DELIVERY** Equipment sold and software licensed are delivered from Xavus Solutions LLC's manufacturing facility. Shipping fees are listed as a separate line item on the estimate and invoice.

**ACCEPTANCE** of products delivered and services performed shall be upon delivery unless otherwise agreed. Customer shall provide Xavus Solutions LLC written notice of delivery and acceptance.

**MAINTENANCE AND SUPPORT** beyond the initial 12-month period shall be available at customer's option. Maintenance and Support fee is **\$1950** per year beginning 12 months from the initial purchase date and due annually on the anniversary of the purchase date. Maintenance and Support for the first 12 months is included unless otherwise specified. Changes to the configuration described on the accompanying estimate may increase the cost of the annual maintenance. Any increases will be clearly specified on future quotes.

Current Maintenance entitles Customer to: technical support (via telephone, email, and web); generally available product updates; database back-up services; and periodic web-based refresher training (open to customers only).

Hardware components are not covered as part of the Xavus Maintenance and Support. Hardware is covered by the manufacturer of the components for the duration of the manufacturer's warranty period. Customers that cancel maintenance retain ownership of any hardware components but no longer have access to hosted software. All data will be returned at the conclusion of the final Maintenance period.

The term of this Agreement shall commence on June 1, 2020 and shall continue for a period of one year thereafter, through May 31, 2021. This Agreement may be renewed for additional one year terms upon mutual written consent.

**LICENSES, PERMITS AND EXPORT CONTROL** Subject to the provisions of Section 768.28, Florida Statutes, Customer will comply fully with the export control laws and regulations of the United States Government and will indemnify Xavus Solutions LLC for any claims or penalties incurred as a result of Customer's violation of applicable United States laws or regulations.

**LIMITED WARRANTY AND DISCLAIMER OF WARRANTY** Xavus Solutions does not warranty third party hardware and software and such items are subject to their manufacturers' warranty. Xavus will coordinate its customer's claims for warranty service and support on Xavus Solutions LLC supplied third party products with the manufacturer. Manufacturers' warranty is 1 (ONE) year from date of purchase.

Xavus Solutions LLC Software is warranted to substantially conform to Xavus Solutions LLC's specifications in effect as of the date of shipment under normal use for a period of ninety (90) days from the date of shipment. Xavus Solutions LLC's sole obligation under this warranty, in the event of a non-conformance occurring and reported to Xavus Solutions LLC's service department within the warranty period, is to provide bug fixes, patches, or work-around by access to download or other appropriate method. Xavus Solutions LLC does not warrant that use of the software will be uninterrupted or error free.

Xavus Solutions LLC warrants that services, if any, will be performed with reasonable skill and care and will conform to any agreed to Statement of Work, (SOW). Xavus Solutions LLC's entire obligation for defects in services reported to Xavus Solutions LLC within ten (10) days from completion shall be to perform or re-perform the services.

The foregoing hardware, software and services warranties do not extend to defects or nonconformities from abuse, acts of God, improper use, installation, modifications, or unauthorized maintenance.

The terms and limitations of this warranty represent bargained for provisions agreed to in return for pricing and other terms.

**SOFTWARE LICENSE AGREEMENT** Xavus Solutions LLC retains all title and ownership of all software, including software customization and software developed for a particular Customer, as well as included firmware. Custom developments shall not be deemed works for hire. All Software is provided to Customer only under the following license terms: Upon payment of the applicable license fee Xavus Solutions LLC grants to the Customer an indivisible, non-exclusive and non-transferable license, without right to sublicense, in the software and firmware, including patches updates and upgrades for its own internal business purposes on the hardware with which the software and firmware is first supplied.

Licensee may only copy the software as reasonably necessary for operation and archival purposes and shall reproduce all proprietary and copyright notices of Xavus Solutions LLC or its licensor which appear. Licensee shall not cause or permit any merger of the software with other computer program material to form a derivative work or otherwise make changes to the software or alter the software in any manner whatsoever and will not attempt or allow any decompilation or reverse assembly of all or any portion of the software. Licensee agrees not to rent or lease the software and that the software is and shall remain the property of Xavus Solutions LLC or its licensors.

This License is terminable in the event of a breach by Customer that is not corrected within fifteen (15) days after notice. This agreement may be terminated by the Customer for convenience, upon fifteen (15) days of written notice by the Customer to Xavus Solutions LLC. Xavus Solutions LLC shall be paid compensation for the services performed up until the termination date.

Upon license termination the Licensee shall return the software and all copies to Xavus Solutions LLC or upon Xavus Solutions LLC's instructions, destroy the software and all copies and provide to Xavus Solutions LLC a certificate of destruction signed by an officer of Licensee.

**FORCE MAJEURE** Neither party shall be liable for any loss or damage due to failure or delay arising out of any cause beyond the reasonable control, in the exercise of due diligence or without the fault or negligence of such party.

**PAYMENT TERMS** Xavus Solutions LLC shall invoice Customer for all services rendered. The Customer agrees to compensate Xavus Solutions LLC for all services performed and accepted by the Customer pursuant to this Agreement. All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

**ASSIGNMENT** Neither party may assign its rights or obligations hereunder without the other party's consent, which consent shall not be unreasonably withheld.

**APPLICABLE LAW** These terms shall be governed by the laws of the State of Florida. Venue for any claims, causes of action, or litigation shall be in Miami-Dade County, Florida. The United Nations Convention for the Sale of Goods shall not apply to any transactions hereunder.

**CANCELLATION SCHEDULE** Orders accepted by Xavus Solutions LLC are non-cancelable, non-returnable and non-refundable. All advance payments for delivered products and services are non-refundable. Orders may be rescheduled a single time, no later than 30 days prior to scheduled ship date, for up to forty-five (45) days without charge.

**PATENT INFRINGEMENT** Xavus Solutions LLC, agrees at its expense, to defend Customer in any suit, claim or proceeding brought against Customer alleging that any equipment or software furnished hereunder directly infringed any U.S. Letters Patent or U.S. copyright, provided Xavus Solutions is promptly notified of any actual or threatened claim, is given all reasonable assistance required, and is given control over the defense or settlement of the claim, at Xavus Solutions LLC's expense. Xavus Solutions LLC agrees to pay any final judgment rendered in such suit should the use of any equipment or software be enjoined, or in the event that Xavus Solutions LLC desires: to minimize its liability hereunder, Xavus Solutions LLC may fulfill its obligations hereunder by, either substituting fully equivalent non-infringing items, or modifying the infringing item so that it no longer infringes, or by obtaining for Customer, at the expense of Xavus Solutions LLC, the right to continue use of such item. The foregoing states the entire liability of Xavus Solutions for patent or copyright infringement or for any breach of warranty of non-infringing, express or implied. The foregoing indemnity shall not apply to any equipment or software made to the specification or design of Customer or to claims based upon the combination of any equipment or software purchased pursuant to this contract with products or software supplied by Customer or others.

**DEFAULT** In the event of a default or breach under the Contract as formed, nothing herein shall prevent Xavus Solutions LLC or Customer from pursuing remedies at law or in equity. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and any and all appellate levels.

**NONDISCLOSURE** Each Party shall treat as confidential all Confidential Information of the other Party, shall not use such Confidential Information except as set forth herein, and shall not disclose such Confidential Information to any third party. Examples of Xavus Solutions LLC's Confidential Information include, but are not limited to, product design, marketing plans and pricing. Examples of CUSTOMER's

Confidential Information include, but are not limited to, client data that Xavus may encounter in the course of normal customer support operations. This obligation of confidentiality shall remain in effect for three (3) years after the disclosure. Each Party shall promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other Party's Confidential Information. Xavus Solutions LLC acknowledges that Customer is subject to Florida's public records laws. This Nondisclosure paragraph shall not apply to any information that is subject to disclosure under Florida's Public Records Law, section 119.07, Fla. Stat.

**U.S. GOVERNMENT RESTRICTED RIGHTS NOTICE** Distribution and use of products including computer programs and any related documentation and derivative works thereof, to and by the United States Government, are subject to the Restricted Rights provisions of FAR 52.227-19, paragraph (c)(2) as applicable, except for purchases by agencies of the Department of Defense (DOD). If the Software is acquired under the terms of a Department of Defense or civilian agency contract, the Software "commercial item" as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of commercial computer software and "commercial computer software documentation" as such terms are used in 48 C.F.R 12.212 of the Federal Acquisition Regulations and its successors and 48 C.F.R 227.7202-1 through 227.7202-4 (June 1995) of the DoD FAR Supplement and its successors. All U.S. Government end users acquire the Software with only those rights set forth in this Agreement. Manufacturer is Xavus Solutions LLC, Boston, MA.

**VALIDITY** Should any provision of these terms be found illegal or unenforceable in any respect, such illegality or unenforceability shall not affect the validity any other provision of this terms.

**INDEMNIFICATION.** Xavus Solutions LLC shall indemnify and hold harmless the Customer, its elected and appointed officers, agents, servants, assignees, and employees, from and against any and all claims, demands, or causes of action, whatsoever, and resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the Customer or any third party, arising out of, by reason of, or resulting from Xavus Solutions LLC's acts, errors, or omissions or consequence of Xavus Solutions LLC's services, or those of any subcontractor, agents, officers, employees, or independent contractor's retained by Xavus Solutions LLC in connection with the performance or non performance of this Agreement.

**NON-DISCRIMINATION.** Xavus Solutions LLC agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Agreement.

**DAMAGES.** Xavus Solutions LLC warrants that the software and hardware provided under this Agreement shall be free from defects in material and workmanship. The Customer reserves the right to recover any ascertainable actual damages incurred as a result of the failure of Xavus Solutions LLC to perform in accordance with the requirements of this Agreement, or for losses sustained by the Customer resultant from Xavus Solutions LLC's failure to perform in accordance with the requirements of this Agreement.

**INDEPENDENT CONTRACTOR.** Xavus Solutions LLC and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

**PROHIBITION OF CONTINGENCY FEES.** Xavus Solutions LLC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Xavus Solutions LLC, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for Xavus Solutions LLC, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**PUBLIC ENTITY CRIMES AFFIDAVIT.** Xavus Solutions LLC shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

**COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

**WAIVER.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

**SOVEREIGN IMMUNITY.** Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

**PUBLIC RECORDS; OWNERSHIP AND ACCESS TO RECORDS AND AUDITS.**

Xavus Solutions LLC agrees to keep and maintain public records in Xavus Solutions LLC's possession or control in connection with Xavus Solutions LLC's performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of Xavus Solutions LLC involving transactions related to this Agreement. Xavus Solutions LLC additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Xavus Solutions LLC shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

Upon request from the City's custodian of public records, Xavus Solutions LLC shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Xavus Solutions LLC shall be delivered by Xavus Solutions LLC to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Xavus Solutions LLC shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Xavus Solutions LLC shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to Xavus Solutions LLC shall be withheld until all records are received as provided herein.

Xavus Solutions LLC's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

**Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF XAVUS SOLUTIONS LLC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO XAVUS SOLUTIONS LLC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.**

**NOTICES/AUTHORIZED REPRESENTATIVES.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

**[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]**





Xavus Solutions  
 PO Box 55071 #30713  
 Boston, MA 02205-5071  
 5088344113  
 tina@myseniorcenter.com



# Quote

**ADDRESS**

Ms. Tammy Key  
 City of Miami Springs - Senior Center  
 1401 Westward Drive- Aquatic Center Multi-Purpose Room  
 Miami Springs, Florida 33166  
 United States

**SHIP TO**

Ms. Tammy Key  
 City of Miami Springs - Senior Center  
 1401 Westward Drive- Aquatic Center Multi-Purpose Room  
 Miami Springs, Florida 33166  
 United States

QUOTE # s-090917-7294

DATE 04/23/2020

EXPIRATION DATE 05/29/2020

ACTIVITY	QTY	RATE	AMOUNT
MySeniorCenter System Configuration with All in One Computer/Touchscreen and MySeniorCenter Management System and MySeniorCenter Touchscreen application. Includes one omni-directional scanner, one webcam, and 900 standard MySeniorCenter keytags.	1	10,000.00	10,000.00
MySeniorCenter Hand-held Scanner with USB cable, MySeniorCenter synchronization software license and one hour of web-based training	1	820.00	820.00
Upgrade initial 900 Standard keytags to color customized keytags	1	450.00	450.00
Web-based training and remote configuration	1	750.00	750.00
Shipping and handling	1	120.00	120.00
Voice Connect 1 year - unlimited calls; allows for Center's number to show on caller id when using the service.	1	150.00	150.00
Discount: Regular Model	1	-870.00	-870.00
Annual maintenance fee in subsequent years for the configuration listed above is \$1950 (\$1800 for main system and \$150 for voice connect annual premium) beginning in year 2. Any changes to the configuration listed above may increase the annual maintenance fee. Maintenance includes updates to the software, access to technical support, nightly database backups and periodic web-based refresher training.	1	0.00	0.00

Please sign fax to 508-834-4125 or scan/email to tina@myseniorcenter.com.

TOTAL

**\$11,420.00**

Accepted By

Accepted Date

### SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) is made by and between Xavus Solutions (“MySeniorCenter”) and City of Miami Springs- Senior Center (“Customer”). This agreement is made subject to the terms and conditions set forth in the Purchase Agreement executed between the same parties. This agreement is not valid unless there is a corresponding Purchase Agreement by Customer to purchase products and/or services from MySeniorCenter. This Agreement is effective upon the execution of a Purchase Agreement and shall remain in effect so long as any Purchase remains in effect.

#### **SERVICE LEVEL GUARANTEE**

MySeniorCenter shall use commercially reasonable efforts to maintain 99.999% uptime. Uptime is defined as access to the MySeniorCenter software and is not related to network issues at Customer location. If there is a significant outage that occurs as a result of something other than force majeure, a scheduled downtime, local Customer network issues, or unauthorized modifications made by Customer, then Customer is entitled to a discount on the subsequent year’s software license fee at a rate that corresponds to the amount of downtime (in days). In other words, 1 day of downtime would equate to a 1% discount (“Credit”).

#### **REPORTING**

Customer will be entitled to “Credit” as explained above provided that (1) Customer provides written notice (email is acceptable) to MySeniorCenter when a downtime is noticed (creates a ticket) as well as the duration of the downtime and, (2) the downtime is during normal business hours.

#### **EXCEPTIONS**

If at any time Customer is in default of this or the Purchase Agreement, then Customer is not entitled to the Credit. Customer waives the right to a Credit if the downtime is the result of Customer using the software in an unauthorized way such that they exceeded capacity and caused the outage/downtime. No Credit will be issued if the downtime is the result of a virus or is the result of a failure that cannot be corrected because Customer is not accessible for a 24-hour period.

#### **CUSTOMER DATA AND SECURITY**

Customer data hosted by MySeniorCenter will be encrypted during transport from the web-interface to its resting position in the data center. Where appropriate, encryption at rest will be used. In the event of a breach of personally identifiable information (“PII”) due to a security flaw in MySeniorCenter’s application, database or network, MySeniorCenter shall immediately notify Customer in writing and fully and immediately comply with applicable laws, and shall take the appropriate steps to remedy such Data Breach. As outlined in the **NONDISCLOSURE** section of the **Purchase Agreement**, all Customer data to which MySeniorCenter has access in the delivery of the products and services associated with the **Purchase Agreement** with Customer, remain the property of Customer. MySeniorCenter has no transfer or use rights of that data.

Responsibility for breach as a result of negligence by Customer, Customer’s employees, volunteers, suppliers, contractors or other agents, solely belong to Customer and are not governed by this clause.

# MySeniorCenter Information Security Policy and Standards

## Customer Data Overview and Privacy

Data collected by users of the MySeniorCenter system falls into three categories:

- Contact Information (we refer to this as phonebook data)
- Demographic Information (census data)
- Activity (experience data)

Contact and Demographic information constitute personally identifiable information (PII). The amount of PII collected is up to each customer and MySeniorCenter employees do not provide recommendations on the amount or type of data collected.

Any PII collected by customers is considered sensitive and protected by the mutual non-disclosure portion of the customer agreement which states that MySeniorCenter has no rights to the collected PII data at any time.

Credit card information is not collected by MySeniorCenter at any time. All credit card transactions, if any, are handled by third-party credit card processors including PayPal, CardConnect and North American Bancard. All are PCI-compliant providers.

## Data Handling

Data is stored on dedicated MySeniorCenter servers in professionally managed data centers in Boston, MA and Cary, NC. MySeniorCenter uses TierPoint as a datacenter partner. Their datacenters are audited annually under SSAE 18 SOC2 Type II, PCI-DSS, GLBA and HIPAA standards as well as ITAR and EU-US Privacy Shield registered. They are also purpose-built to Tier III specifications. Our servers are stored within their own cage which is accessible by dual-biometric access by specified employees only.

Data collected by MySeniorCenter customers is backed up nightly and stored on a separate set of servers. Daily backups are kept for one year; monthly backups for three years; yearly backups for five years after that. Data is never written to removable media and never stored anywhere other than within our cage at the datacenter.

Customer data shared electronically with MySeniorCenter during initial data load, is transferred using secure ftp or secure http. After the initial data load is complete, the original file is deleted and removed from all servers. While customer data is never emailed, customer interactions with MySeniorCenter employees are kept on a secure email server. During normal customer support operations, such as screen shares, MySeniorCenter employees may be exposed to



customer-collected PII. Customer must initiate the screen share with a temporary password and no data can be transferred to the customer support engineers' computer.

During development of the MySeniorCenter software and typical, non-screen share, technical support, MySeniorCenter staff utilize demonstration/practice data only.

### **Application, Network and Infrastructure Controls**

In addition to the user access controls (username and password), and HTTPS (over the wire encryption), MySeniorCenter employs the AES Rijndael algorithm for confidential data at rest (i.e. in the database).

Access to PII is only available to MySeniorCenter principals (two people – Eric Andersen and Chris Hamilton). All other staff only have access to demonstration/practice data unless working on a screen share session with a customer.

Daily port scans, SQL injection tests, malware scans, and additional proprietary security tests happen on all servers in the MySeniorCenter environment.

Network access is restricted to specified employees only. All communication with the servers happens on encrypted connections.

### **Communication of Information Security Issues**

In the event of a breach of PII due to a security flaw in MySeniorCenter's application, database or network, MySeniorCenter shall immediately notify Customer in writing and fully and immediately comply with applicable laws, and shall take the appropriate steps to remedy such Data Breach.

Responsibility for breach as a result of negligence by Customer, Customer's employees, volunteers, suppliers, contractors or other agents, solely belong to Customer and are not governed by this policy.

### **Employee Screening and Training**

All MySeniorCenter employees are subject to a background check upon their initial hiring.

All MySeniorCenter employees are trained annually on these Information Security Policies.

If any breaches are seen by employees, they are to report the information to Chris Hamilton or Eric Andersen immediately.

Any terminated employee will have system access revoked immediately.



## **Disaster Recovery and Business Continuity**

With two mirrored data centers over 750 miles apart, MySeniorCenter is well-positioned to withstand a disaster in either location. Business operations would suffer minimal downtime. In the event of disaster befalling either MySeniorCenter principal, our attorney's have documentation for how to proceed.

**RESOLUTION NO. 2020-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, RATIFYING ALL EMERGENCY ORDERS ISSUED AND ACTIONS TAKEN BY THE CITY MANAGER RELATED TO NOVEL CORONAVIRUS/COVID-19; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Novel Coronavirus Disease 2019 (“COVID-19”) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents symptoms similar to those of influenza; and

**WHEREAS**, COVID-19 poses a public health risk to residents of the City of Miami Springs (the “City”); and

**WHEREAS**, on March 1, 2020, Florida Governor Ron DeSantis issued Executive Order No. 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 9, 2020, due to the risks posed by COVID-19, a State of Emergency was declared by Florida Governor Ron DeSantis and by Miami-Dade County Mayor Carlos Gimenez on March 12, 2020; and

**WHEREAS**, the City Manager has issued emergency orders in order to mitigate and slow the transmission of COVID-19 within the City; and

**WHEREAS**, the City Council wishes to ratify any emergency orders previously issued and actions taken by the City Manager to protect the public from COVID-19; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest, health, and welfare of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Ratification.** That the City Council hereby ratifies any emergency orders issued and any actions taken by the City Manager to protect the public from COVID-19 through the Effective Date of this Resolution.

**Section 3. Effective Date.** That this Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Vice Mayor Mara Zapata	_____
Councilman Bob Best	_____
Councilwoman Maria Puente Mitchell	_____
Councilman Jaime Petralanda	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED this 11<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
BILLY BAIN  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
CITY ATTORNEY



**CITY OF MIAMI SPRINGS, FLORIDA**  
**OFFICE OF THE CITY MANAGER**  
**EMERGENCY ORDER 20-01**

Pursuant to Governor DeSantis' Executive Orders 20-51 and 20-52, in which the Governor declared a public health emergency and a state of emergency, there is a recommendation to limit public gatherings. On March 20, 2020, Governor DeSantis issued Executive Order 20-69, "Emergency Management - COVID-19 Local Government Public Meetings." Pursuant to Executive Order 20-69, "any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place" is suspended, and the City is authorized to hold public meetings through the use of communications media technology, subject to the adoption of rules pursuant to Section 120.54(5)(b)2, Fla.Stat.

In accordance with Executive Order 20-52, Chapter 252, Florida Statutes, and the City of Miami Springs Charter and Code, I hereby issue the following:

**Rules of Procedure for Public Meetings Utilizing Communications Media Technology**


1. Prior to the commencement of any City public meeting, the Clerk shall post notice of the meeting in a manner consistent with Section 286.011, Florida Statutes. The notice shall also include instructions on how to access the public meeting either via telephone, video conference, or other communications media technology utilized by the City.
2. As used in this Order, "communications media technology" means the electronic transmission of printed matter, audio, full-motion video, freeze-frame video, compressed video, and digital video by any method available.
3. If a public meeting provides for the opportunity for public comment, the notice shall also include instructions regarding how members of the public may submit comments or questions.
4. The Clerk shall ensure that the public meeting complies with all requirements of Section 286.011, Florida Statutes, which have not otherwise been suspended or waived pursuant to Executive Order 20-69 (e.g., the preparation of minutes, etc.).

This Emergency Order shall expire on the expiration of the Governor's Executive Order 20-52, including any extensions. This Emergency Order may be cancelled earlier by action of the City Manager.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Miami Springs to be affixed this 13th day of April, 2020 at 12:00pm. (EST).

ATTEST:

  
ERIKA GONZALEZ, MMC  
CITY CLERK

  
WILLIAM ALONSO, CPA, CGFO  
CITY MANAGER





**CITY OF MIAMI SPRINGS, FLORIDA**  
**OFFICE OF THE CITY MANAGER**  
**EMERGENCY ORDER 20-02**

**WHEREAS**, on March 9, 2020, Florida Governor Ron DeSantis issued Executive Orders 20-51 and 20-52 declaring a public health emergency and a state of emergency due to the risks presented by novel coronavirus also known as COVID-19; and

**WHEREAS**, on April 3, 2020, the United States Centers for Disease Control and Prevention ("CDC") recommended that persons wear masks, including cloth masks or other facial coverings, while in public to help control the spread of COVID-19; and

**WHEREAS**, COVID-19 continues to spread throughout Miami-Dade County and the City of Miami Springs, although at a lower rate; and

**WHEREAS**, it is important for the physical and mental health of the community that outdoor recreation be permitted to the extent that it is safe to do so; and

**WHEREAS**, the City of Miami Springs, in consultation with medical experts, industry experts, Miami-Dade County and municipalities within Miami-Dade County, has determined that it is possible to open, with restrictions, parks, golf courses, and boat ramps; and

**WHEREAS**, the detailed findings of Governor DeSantis' Executive Orders Numbers 20-52, 20-68, 20-82, 20-83, 20-91, and 20-92 are hereby incorporated by reference; and

**WHEREAS**, the detailed findings of Miami-Dade County Mayor Gimenez as set forth in Emergency Order 21-20, dated April 27, 2020, are hereby adopted and incorporated by reference; and

**WHEREAS**, as the City of Miami Springs begins to move towards a "new normal" in the wake of the COVID-19 pandemic, select City parks will reopen on Wednesday, April 29, 2020, with greater restrictions than that provided in Miami Dade County Emergency Order 21-20, which is attached hereto as **Exhibit "A"**; and

**NOW, THEREFORE**, in accordance with Executive Order 20-52, Chapter 252, Florida Statutes, and the City of Miami Springs Charter and Code, I hereby issue the following emergency measures:

1. Except as more specifically set forth in this Order, the following City Parks and Recreational facilities shall be **REOPENED** on Wednesday, April 29, 2020, subject to the restrictions in Miami-Dade County Emergency Order 21-20 and any other applicable State or County Emergency Order:

- a. Stafford Park, 501 East Drive
  - i. Hours of Opening:
    - 1. Monday through Friday: 12:00 p.m. to 8:00 p.m.
    - 2. Saturday and Sunday: 8:00 a.m. to 8:00 p.m.
- b. Peavy-Dove Park, 700 Dove Avenue
  - i. Hours of Opening:
    - 1. Monday through Friday: 12:00 p.m. to 8:00 p.m.
    - 2. Saturday and Sunday: 8:00 a.m. to 8:00 p.m.
- c. Prince Field, 343 Payne Drive
  - i. Hours of Opening:
    - 1. Monday through Friday: 4:00 p.m. to 8:00 p.m.
    - 2. Saturday and Sunday: 8:00 a.m. to 8:00 p.m.
- d. Tennis Courts, 401 Westward Drive
  - i. Hours of Opening:
    - 1. Monday through Friday: 4:00 p.m. to 8:00 p.m.
    - 2. Saturday: 8:00 a.m. to 11:00 a.m.
    - 3. Sunday: 9:00 a.m. to 11:00 a.m.
- e. Boat Ramp, at South Royal Poinciana and Dove Avenue
  - i. Hours of Opening:
    - 1. Sunday through Saturday: Sunrise to Sunset

2. All other City Parks and Recreational facilities, including racquetball courts, shall remain **CLOSED**.

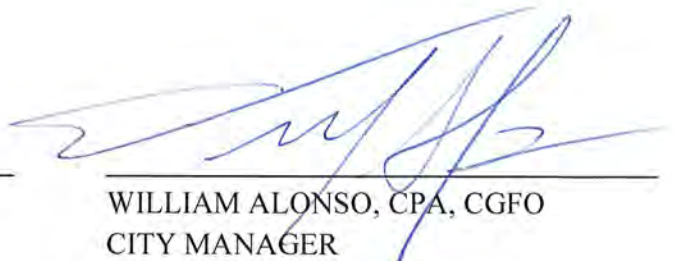
This Order shall be effective as of April 29, 2020 at 12:00 p.m. and may be further supplemented from time to time. This Emergency Order shall expire on the expiration of the Governor's Executive Order 20-52, including any extensions. This Emergency Order may be cancelled earlier by action of the City Manager.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Miami Springs to be affixed this 29<sup>th</sup> day of April, 2020 at 12:00 p.m. (EST).

ATTEST:



ERIKA GONZALEZ, MMC  
CITY CLERK



WILLIAM ALONSO, CPA, CGFO  
CITY MANAGER



## **MIAMI-DADE COUNTY EMERGENCY ORDER 21-20**

WHEREAS, section 252.38(3)(a), Florida Statutes, gives political subdivisions the authority to declare and enact a State of Local Emergency for a period of up to seven days, thereby waiving the procedures and formalities otherwise required of the political subdivision by law; and

WHEREAS, on March 1, 2020, the Governor of Florida issued Executive Order Number 20-51, directing the State Health Officer and Surgeon General to declare a Public Health Emergency related to coronavirus disease 2019 (COVID-19) in Florida; and

WHEREAS, on March 9, 2020, the Governor issued Executive Order Number 20-52, declaring a State of Emergency for the State of Florida related to COVID-19; and

WHEREAS, on March 12, 2020, the County Mayor declared a State of Emergency for all of Miami-Dade County; and

WHEREAS, the County Mayor has filed an affidavit explaining that this State of Emergency, including extensions, may last for more than thirty days; and

WHEREAS, the County Mayor issued Emergency Order 06-20 on March 18, 2020, closing beaches, parks, and recreational facilities; and

WHEREAS, Emergency Order 06-20 was amended on March 22, 2020, to close marinas and boat ramps; and

WHEREAS, on March 30, 2020, the Governor issued Executive Order Number 20-89, restricting the operation of non-essential businesses in certain South Florida counties and requiring such establishments to take reasonable actions to comply with the United States Centers for Disease Control and Prevention (CDC) guidelines on social distancing; and

WHEREAS, the CDC believes that social distancing is the most effective way of slowing the spread of COVID-19; and

WHEREAS, on April 3, 2020, the CDC recommended that persons wear facial coverings, including cloth masks or other facial coverings, in situations where it is difficult to attain social distancing; and

WHEREAS, on April 7, 2020, the Board of County Commissioners ratified both the declared State of Emergency and Emergency Order 06-20, as amended; and

## Miami-Dade County Declaration of Local State of Emergency

WHEREAS, COVID-19 poses a health risk to Miami-Dade County residents, particularly elderly residents and those who are immunosuppressed or otherwise have high-risk medical conditions; and

WHEREAS, COVID-19 spread continues to occur in Miami-Dade County, although at a lower rate; and

WHEREAS, it is important for the physical and mental health of the community that outdoor recreation be allowed to the extent it is safe to do so; and

WHEREAS, the County, in consultation with medical experts, industry experts, and municipalities within Miami-Dade County, has determined that it is possible to open, with restrictions, parks, golf courses, marinas and boat ramps,

THEREFORE, as County Mayor of Miami-Dade County, I hereby order:

1. Effective as of 6:00 a.m. on April 29, 2020, Emergency Order 06-20, as amended, is cancelled.

2. Defined terms:

As used herein,

- the term “facial covering” shall refer to a facial covering as described in Emergency Order 20-20;
- the term “family” shall mean an individual and spouse, domestic partner, parents, children, or legal guardians who reside in the same household, and inclusive of children whose custody is shared between two parents in different households;
- “parks” shall mean parks and recreational facilities but shall not include beaches; and
- the term “social distancing” shall mean a minimum of six feet distance between persons. Social distancing, where required herein, shall not apply to family members residing in the same dwelling solely with respect to other such family members.

3. If the CDC issues guidelines that are more restrictive than is provided for in this order, persons shall comply with the CDC guidelines.

4. Effective as of 6:00 a.m. on April 29, 2020, all parks and recreational facilities in the incorporated and unincorporated areas of Miami-Dade County may be open, but only under the limited circumstances set forth herein:

- All parks and recreational facilities may be open only from the hours of 7 a.m. to 8 p.m. Within this time period, a park or recreational facility may be open for a shorter time period if prescribed by their normal operating hours or, with respect to parks operated by municipalities, by municipal regulation.

## Miami-Dade County Declaration of Local State of Emergency

- Use of parks and recreational facilities shall be for limited active and passive uses by individuals and families, as permitted by this order and following current CDC and State Health Department guidelines.
- No groups of 10 or more persons shall congregate in parks or recreational facilities. All persons, excepting family, shall observe social distancing, both within groups and with others.
- Only the following limited active uses are allowed: walking, jogging, hiking, skating, cycling, nature walks on trails, and sports skills practice by individuals or between family members. Sports skills practice includes, but is not limited to, activities such as shooting a basketball, dribbling a soccer ball, solo racquetball, family members throwing a ball, or similar activities.
- To ensure that social distancing is maintained and to ensure access to facilities by patrons, parks staff may limit the number of persons using trails, paths, fields, or courts, and may limit the time any person spends on such trail, path, field, or court.
- Organized or competitive play on courts and fields is prohibited, except singles tennis play may be allowed.
- Passive uses of parks are allowed if social distancing is maintained, provided however, that table games, picnics, and parties are prohibited.
- Selected park trails and walkways shall be one-way flow only, except where the existing configurations does not allow such flow. Where designated for one-way flow, persons shall only move in the designated direction.
- Facial coverings shall be worn, except children under the age of 2, persons who have trouble breathing due to a chronic pre-existing condition, or persons engaged in strenuous physical activity.
- An attendant shall be provided for each restroom. Restrooms shall be cleaned no less than once every two hours with CDC approved products. Restroom use shall be one person or one family at a time.
- Vehicle parking capacity in parks shall be reduced by no less than 25 percent when practicable.
- Sports field lighting shall remain off.
- Use of the following amenities is prohibited:
  - bike racks;
  - playgrounds and exercise equipment;
  - dog parks;
  - recreation buildings, picnic shelters, gyms, campgrounds;
  - skate parks;
  - splashpads and swimming pools;
  - mechanical attractions; and
  - concessions.

5. Effective as of 6:00 a.m. on April 29, 2020, all marinas, boat launches, docking, fueling, marine supply, and other marina services in the incorporated and unincorporated areas of Miami-Dade County may be open, but only under the limited circumstances:

## Miami-Dade County Declaration of Local State of Emergency

### **BOAT RAMP PROTOCOL:**

- Ramps may be open between 6 a.m. and 8 p.m. daily.
- Facial coverings shall be worn while on shore and until such time as the vessel is fully loaded and has departed the marina.
- One boat per launch ramp shall be permitted at a time; vessels shall be prepared in advance to launch, such as plug secured, dock lines tied, and safety equipment and provisions already onboard; all passengers shall board the vessel once it is launched.
- Upon returning to the dock, all passengers shall remain on the vessel until the boat is ready to be loaded onto the trailer; once loaded, all passengers shall return to their vehicles and exit the launch facility immediately.

### **FISH CLEANING STATIONS:**

- One person per station at a time. Fish cleaning stations shall be cleaned with soap and water or a disinfecting agent between each use.
- Social distancing shall be practiced.

### **FISHING PIERS:**

- A minimum of 10 feet between persons fishing shall be maintained, with the exception of family members.
- Persons shall wear facial coverings while fishing.

### **PUBLIC RESTROOMS/SHIP STORES:**

- Access to public restrooms shall be available. Restrooms shall be cleaned no less than once every two hours using CDC approved products.
- Those entering ship or bait and tackle stores shall be required to practice social distancing and wear facial coverings.
- Floor markings shall be used to assist customers in observing social distancing.

### **CHARTER VESSELS:**

- Captain, crew and patrons shall wear facial coverings and practice social distancing both on shore and on the vessel.
- "Six-Pack" vessels shall have no more than four guests per vessel.
- Drift Fishing Vessels shall provide for social distancing, which shall include delineating safe social distancing positions, including, but not limited to, tape or markings for patrons on seats, vessel railings and the deck. All persons fishing shall have his/her own fishing poles and tackle. Equipment rental is prohibited.
- CDC cleanliness guidelines shall be posted in restrooms/heads; restrooms shall be sanitized and disinfected at least hourly and after each trip, or more frequently as needed; and water and soap, hand sanitizer, or both, shall be provided for patrons.
- Fish cleaning and bait table stations shall be limited to one person per station at a time. Fish cleaning and bait table stations shall be cleaned with soap and water or a disinfecting agent between each charter.

## Miami-Dade County Declaration of Local State of Emergency

- If crew members are filleting fish a patron caught, only one person per table.
- All persons shall practice social distancing and utilize facial coverings at landside and including check-in locations.
- Vessels shall delineate safe social distance positions for those waiting in line to check in or out with tape or other markings.

### **ON-WATER ACTIVITY:\***

- Boats shall remain 50 feet apart at all times.
- Tying up to posts or structures that are condemned or unoccupied in Stiltsville is prohibited.
- Gatherings of more than 10 people are prohibited.
- Rafting up or beaching of boats is prohibited.
- Landings and anchoring at sandbars are prohibited.
- Capacity of boats:
  - Boats less than 25 feet: 4 adults maximum, plus children 17 and under. Maximum of 8 people on the boat.
  - Boats 25 feet to 36 feet: 6 adults maximum, plus children 17 and under. Maximum of 10 people on the boat.
  - Boats greater than 36 feet: 8 adults maximum, plus children 17 and under. Maximum of 10 people on the boat.
  - No boat shall exceed the maximum persons capacity per “maximum capacity label.”
  - Jet ski rental operations shall be single riders only. Jet skis shall be sanitized on return with CDC approved products.

*\*Limitations on use of vessels on-water shall be enforced as permitted by Florida Law by any law enforcement entity having jurisdiction.*

6. Effective as of 6:00 a.m. on April 29, 2020, golf courses may open, if the following conditions are met:

### **ON-COURSE FACILITY**

- Staff and players shall practice social distancing and wear facial coverings while inside the facility.
- No clubs or other equipment shall be transported by golf course staff. Players shall be responsible for bringing their own golf equipment to designated areas prior to play.
- Designated signage shall be placed outside the pro-shop and clubhouse outlining the required social distancing and facial covering guidelines.
- Designated signage shall be placed on carts and around the clubhouse with the phone number to call for food orders and an explanation of how to pay.
- Indoor events shall be prohibited.
- Pro-shop display areas shall be closed, but patrons may be allowed to purchase goods and supplies at the pro-shop door on a walk-up basis.
  - Payment shall be made at the front door observing social distancing.
  - Glass or plastic screens shall be installed between pro-shop staff and customers.
  - Staff shall wear facial coverings at all times.

## Miami-Dade County Declaration of Local State of Emergency

- Where possible, separate entry and exit doors shall be designated.
- Usage of locker room and bag storage areas is prohibited.
- For all pro-shop lines, markers shall be placed on the floor to assist patrons to comply with social distancing guidelines.
- Hand sanitizer shall be provided in restrooms and payment areas.
- Restroom use shall be one person or one family at a time, with appropriate signage to be provided.
- Each cart and any rental equipment shall be cleaned and disinfected prior to players' use.
  - All sand containers, scorecards, pencils, tees, towels, coolers or other shared materials shall be removed from golf carts.
- All restrooms and touch-point areas shall be disinfected no less than every two hours with CDC approved products.
- Driving-range hitting areas shall be spaced at least 10 feet apart.
- Scorecard, pencil and tees shall only be issued to individuals when requested from starter, and then discarded after their initial use.

### **GOLF-COURSE PREPARATION**

- Cup Modifications:
  - A pool noodle or other blocking mechanism shall be used to fill the hole, or the cup shall be raised an inch above ground to prevent the ball from going in the hole.
  - Alternatively, an E-Z lyft touchless golf ball retrieval system or similar touchless system may be used.
- Rakes in all bunkers shall be removed:
  - United States Golf Association recommendations shall be followed on bunker play depending on the course and its resources.
- All water stations shall be removed.
- All ball wash units shall be removed or locked down.
- All practice facility bag stands, chairs and PVC pipes for picking up balls shall be removed.
- All range-balls shall be cleaned, with water and soap, after every pick-up prior to making them available for golfers.
- Where possible, clientele 60 years of age and older shall be separated from younger clientele.

### **PLAYING**

- Players shall not touch or remove the flagstick from the cup.
- All players shall stay at minimum six feet apart at all times, and a course ranger or other staff member shall monitor player compliance on the course.
- More than one player per each cart is prohibited.
- Walking is allowed while maintaining social distancing.
- To eliminate congestion and gathering on the property or in the parking lot, each golfer shall leave the golf course immediately after playing.



Miami-Dade County Declaration of Local State of Emergency

**FOOD AND BEVERAGE**

- Beverage carts on the golf course are permitted under the following circumstances:
  - Beverage cart staff shall wear facial coverings at all times.
  - Beverage carts shall bear signage stating that players are prohibited from touching anything on the beverage cart.
  - Only a cart attendant shall distribute items from the cart. To ensure social distancing:
    - Beverage cart attendant shall place purchased items on opposite side of the players golf cart; and
    - For players that are walking, the beverage cart attendant shall place the purchased items on the ground for the player to pick it up.
  - Players shall be encouraged to pay with credit card and cart attendants shall wipe down the credit card machine after each use.

**STAFF**

- Facial coverings shall be worn by all staff at all times.
- Shaking hands is prohibited.

7. All beaches in the unincorporated and incorporated areas of Miami-Dade County shall remain closed.

8. This order shall apply to both publicly-owned and privately-owned beaches, parks and recreational facilities, marinas and boat landings, and golf courses. This order does not apply to beaches, parks and recreational facilities, marinas and boat landings, or golf courses under the jurisdiction of the State of Florida or the federal government.

9. These provisions shall serve as minimum standards. Municipalities may impose more stringent standards within their jurisdictions as may be authorized by law.

10. This order shall expire upon the expiration of the existing Miami-Dade County State of Local Emergency, except that if such State of Local Emergency is extended, this order shall also be deemed to extend for the duration of such extension. This order may be cancelled earlier by action of the County Mayor.

11. This order shall be provided to all appropriate media consistent with the requirements of section 8B-7(2)(n) of the Code of Miami-Dade County.

Enacted:

Signed: \_\_\_\_\_

  
COUNTY MAYOR

Date: 4/27/2020

Time: 16:40

Witness: \_\_\_\_\_



Miami-Dade County Declaration of Local State of Emergency

Miami-Dade County Declaration of Local State of Emergency

Cancelled:

Signed: \_\_\_\_\_

**COUNTY MAYOR**

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

Time: \_\_:\_\_

Witness: \_\_\_\_\_

## William Alonso

---

**Subject:** FW: Graduating Seniors of Miami Springs  
**Attachments:** Parade Flyers - Jill Route.docx; ATT00001.htm

**From:** "Vizcaino, Jill P." <[jpvteacher@dadeschools.net](mailto:jpvteacher@dadeschools.net)>  
**Date:** May 4, 2020 at 9:20:16 PM EDT  
**To:** Mayor Billy Bain <[bainb@miamisprings-fl.gov](mailto:bainb@miamisprings-fl.gov)>  
**Cc:** "Florio, Triana M." <[msflorio@dadeschools.net](mailto:msflorio@dadeschools.net)>  
**Subject:** Graduating Seniors of Miami Springs

Good Evening Mayor Bain,

We, the residents and parents of Miami Springs Graduating Seniors would like to hold a drive by graduation to honor our local students.

As you are aware, this year's Senior Class students will be the first group of seniors in history that have had their Proms, Grad Bashes, Awards Ceremonies, and Graduations taken away from them. These events are a "Right of Passage" as you move from high school to whatever lies in your future path. The loss of these events are something that they will have to live with for the rest of their lives. Truth is, none of us know what these wonderful kids are experiencing as we were all lucky enough to have attended these once in a life time functions. Once they are gone, they are gone forever!

While this event could never replace their actual Graduation, we need to try our very best to make this as special for them as humanly possible!

Much thought has gone in to our proposed route, and of course safety is of the utmost importance for both the individuals in the parade and the families and friends there to see their loved ones .

The proposed route has two main areas that have enough space for individuals to park while maintaining social distancing guidelines, Curtiss Parkway and Westward Drive . The connecting streets have the least amount of stop signs. Therefore, maintaining a constant flow of traffic.

Below are some specific rules we can send out on the group chat and post on several social media sites :

- 1) At the starting point, cars must have at least 1 car length between them while parked .
- 2) People must stay next to their cars, no grouping of more than 5 people

3) Must obey all traffic rules and regulations .

4) Once parade reaches final destination ( High School ) individuals must not gather.

Attached, are the flyers we've created to be posted on social media sites. Please feel free to contact myself or Triana Florio with any questions or concerns.

Sincerely,

Artie Vizcaino (305)299-1735

Triana Florio (305)804-8733

***Jill Vizcaino***

**Second Grade**

**EESAC Chair**

**Gifted Dept. Chair**

**PTA Teacher Liason**

**Springview Elementary School**

**305-885-6466**

***"Success is no accident. It is hard work, perseverance, learning, studying, sacrifice, and most of all, love what you are doing or learning to do."***

***Pele***

# Class of 2020 High School Senior Social Distancing Parade

Saturday, May 23<sup>rd</sup>, 2020  
6:00 pm

## Rules and Procedures

- Wear school spirit attire
- Make 2 posters with your name and school name; place on the each side of the vehicle
- Decorate your vehicle with school pride/class of 2020 decorations
- 1 senior per vehicle as a passenger; another individual MUST be the driver.
- Remain INSIDE your vehicle at all times
- Do NOT throw anything to the spectators (beads, candy, etc.)

## Parade Route

- Cars meet up at 5:30 pm at empty field on Dove Avenue and Lenape Drive
  - Everyone should REMAIN INSIDE THE VEHICLES
- At 6:00 pm, start parade route
  - Please see map on next page for parade route.

Many thanks to the City of Miami Springs & the Village of Virginia Gardens for their support!  
For more information, contact Triana at (305)804-8733



# Class of 2020 High School Senior Social Distancing Parade



Attention Family Members and Friends  
of a local MS/VG 2020 graduate

Please join us in celebrating our local grads!



**Saturday, May 23<sup>rd</sup>, 2020  
6:00 pm**

Spectators have options on where to park:  
please see map on next page for parade route.

Social Distancing orders will be in FULL effect:  
**All spectators should remain inside their vehicles**

Feel free to decorate your cars to honor your favorite grad!

Prefer to watch from home? Tune in to the LIVE STREAM on  
Instagram: @cityofmiamisprings

Many thanks to the City of Miami Springs & the Village of Virginia Gardens for their support!  
For more information, contact Triana at (305)804-8733

