



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

**Mayor Billy Bain**

**Vice Mayor Jaime Petralanda  
Councilwoman Maria Puente Mitchell**

**Councilman Bob Best  
Councilman Walter Fajet**

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

### **CITY COUNCIL REGULAR MEETING AGENDA**

**Monday, October 12, 2020 – 7:00 p.m.**

**Rebeca Sosa Theater, 1401 Westward Drive, Miami Springs, Florida  
(In-person and virtually. See pages 6-7 for additional information)**

- 1. Call to Order/Roll Call**
- 2. Invocation:** Mayor Bain  
**Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations: None.**
- 5. Open Forum:** Due to COVID-19 requirements, persons wishing to speak on items of general City business, may do so in person (*subject to capacity restrictions*) or virtually by following the instructions on pages 3-4. 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) September 28, 2020 – Regular Meeting
- 7. Reports from Boards & Commissions: None.**
- 8. Public Hearings: None.**
- 9. Consent Agenda: (Funded and/or Budgeted):**

The following are Building Department related items:

- A) Recommendation by the Building Department that Council to approve an expenditure to Evelio Mantilla, DBA Florida General & Roofing as a sole source provider in an amount not to exceed

\$75,000.00, on an "as needed basis" for Plan Reviews and Roofing/Building Inspections as funds were approved in FY 20/21 Budget. The Building Department is self-funded, the Building Official regulates all inspectors cost per inspection. Inspector's workload, cost of inspections and permit intakes fluctuate every fiscal year. Changes are considered depending on the needs of the department; pursuant to Section 31.11 (E)(4)(d)

The following are City-wide related Items:

B) Recommendation by staff that Council approve an expenditure under our current 48 month Lease Agreement with Toshiba America Business Solutions, Inc., utilizing the State of Florida contract # 600-100-11-1 (attached), in an amount not to exceed \$32,000.00 which includes the City's current lease for 9 Toshiba copiers citywide (\$13,369.56 annually) and includes the maintenance and replacement of ink cartridges for our desktop printers under Toshiba's Printer Program (\$18,630.44 annually), as funds were budgeted in the FY19/20 Budgets pursuant to Section §31.11 (E)(5)(c) of the City Code

C) Recommendation by Finance- Professional Services that Council approve an annual expenditure to Encompass CSI, LLC in the amount of \$10,350.00/ month (\$124,200.00/year), for the remainder of their contract term, including any extensions through 09/30/2023, for the cleaning services of our municipal facilities under our current contract which was competitively bid through the City's RFP# 01-18/19, as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(1) of the City Code

D) Recommendation by staff that Council approve an expenditure to River Cities Gazette, as a sole source provider, on an "as needed basis" in the amount of \$35,300.00, for greater local access and more informative notification of advertising and legal notices to the residents of public ordinances and state and federal grant awards of the City as there is only one local source that delivers to every household in Miami Springs for the required service(s) and as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code

E) Recommendation by City Clerk that Council approve the contract with Iron Mountain for a one year period, in the amount of \$2,700.00 paid in four equal payments of \$675.00, for quarterly community shredding services as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(5)(c) of the City Code

F) Recommendation by City Clerk that Council approve an expenditure to Value Store-It, in an amount not to exceed \$8,000.00, for storage of City records and for the storage of various miscellaneous items used by the Recreation Department. Funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code

The following are Public Works Department related items:

G) Recommendation by Public Works that Council authorize the issuance and/or execution of Purchase Order to Computer Electric, City RFP # 05-16/17 (attached), initially approved on 10/9/2017, with options to renew 4 additional one-year periods through 10/09/2022, on a "as needed basis" for electrical repairs city wide in the amount of \$300,500.00 of purchase order for all electrical work city-wide as funds were budgeted in the FY 20/21 Budget pursuant to Section §31.11 (E)(1) of the City Code.

H) Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Napa Auto Parts, utilizing Miami Dade County under contract # FB-00399

(attached), for the remainder of their contract term, including any extensions through 02/28/2020, in an amount not to exceed \$25,000.00 for parts & repairs on trucks as funds were budgeted in the FY 20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code

I) Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Miami Lakes Auto Mall, utilizing Miami Dade County under contract # RTQ-01264 (attached), for the remainder of their contract term, including any extensions through 9/30/2024, in an amount not to exceed \$20,000, for parts & repairs on trucks as funds were budgeted in the FY 20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code

J) Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Miami Tiresoles, utilizing Miami Dade County under contract # FB-00441 (attached), for the remainder of their contract term, including any extensions through 01/31/2022, in an amount not to exceed \$40,000.00 for tires as funds were budgeted in the FY 20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code

K) Recommendation by Public Works that Council authorize the issuance and/or execution of a Purchase Order to Lowes, utilizing National IPA under contract # R192006 (attached), for the remainder of their contract term, including any extensions through 03/31/2023, on an "as needed basis" in the amount of \$25,000.00, for the purchase of various stock, supplies and tools items as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code

L) Recommendation by Public Works that Council authorize the issuance of a Purchase Order to Hydraulic Sales and Service, utilizing Miami Dade County contract # RTQ-00580(attached), for the remainder of their contract term, including any extensions through 07/31/2026, on an "as needed basis" in the amount of \$20,000.00, for hydraulic parts and repairs, as funds were approved in the FY20/21 Budget, pursuant to Section §31.11 (E)(5) of the City Code

M) Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to All Dade Lawnmowers Inc, in an amount not to exceed \$15,000.00, utilizing Miami Dade County under contract # RTQ-00974 (attached), for the remainder of their contract term, including any extensions through 02/29/2024, for parts & repairs on lawnmowers as funds were budgeted in the FY19/20 Budget, pursuant to Section §31.11 (E)(5) of the City Code

N) Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Sunbelt Hydraulics, utilizing Miami Dade County under contract # FB-00399 (attached), for the remainder of their contract term, including any extensions through 02/28/2023, in an amount not to exceed \$50,000.00 for parts & repairs on trucks as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code

O) Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Rose Spring, utilizing Miami Dade County under contract # FB-00399 (attached), for the remainder of their contract term, including any extensions through 02/28/2023, in an amount not to exceed \$15,000.00 for parts & repairs on trucks as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code

P) Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to PRO Energy, utilizing Miami Dade County under contract # RTQ-00676 (attached), for the remainder of their contract term, including any extensions through 10/31/2023 in an amount not to exceed \$180,000.00, for purchasing gasoline and diesel as funds were budgeted in the

FY20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code

Q) Recommendation by Public Works that Council allow this issuance of an increase to Petersen Industries Purchase Order, as a sole source provider, as there is only one source (proof attached) for the required in an amount not to exceed \$30,000.000 for the hydraulic parts for the cranes, pursuant to Section §31.11 (E)(5) of the City Code

R) Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Palmetto Ford Truck, utilizing Miami Dade County under contract # FB-00399 (attached), for the remainder of their contract term, including any extensions through 02/28/2023 in an amount not to exceed \$25,000.00 for parts & repairs on trucks as funds were budgeted in the FY 20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code

S) Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Auto Zone, utilizing National IPA under contract # R170201 (attached), for the remainder of their contract term, including any extensions through 04/30/2021, in an amount not to exceed \$20,000.00 for parts & repairs on trucks as funds were budgeted in the FY 20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code

T) Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Nextran Corporation, utilizing Miami Dade County under contract # FB-00399 (attached), for the remainder of their contract term, including any extensions through 02/28/2023, in an amount not to exceed \$15,000.00 for parts & repairs on trucks as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code

U) Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Grainger, utilizing Miami Dade County under contract # 7963-1/22-1 (attached), for the remainder of their contract term, including any extensions through 08/31/2022, in an amount not to exceed \$25,000.00, for the purchase of various stock items as funds were budgeted in the FY 20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code

V) Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to The Parts House - TPH, utilizing Miami Dade County under contract # FB-00399 (attached), for the remainder of their contract term, including any extensions through 02/28/2023, in an amount not to exceed \$30,000.00 for parts & repairs on trucks as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code

**10. Old Business: None.**

**11. New Business:**

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Collective Bargaining Agreement With The Florida State Lodge Fraternal Order Of Police, Inc. On Behalf Of The City Of Miami Springs Police Officers And Sergeants Collective Bargaining Unit Covering Fiscal Years 2020–2021 Through 2022–2023; Providing For Authorization; And Providing For An Effective Date

B) **Ordinance – First Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Section 35-55, “Contributions” Of The Police And Fireman Pension Plan Of The City’s Code Of Ordinances; Providing For Conflicts; Providing For Severability; Providing For Inclusion In The Code; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs Providing For The Fourth Amendment To The FY 2019-20 General Fund And Sanitation Fund Budgets To Record Insurance Proceeds And Purchase Of A Police Vehicle And Costs Related To Increased Dumping Fees Due To Increased Bulk Trash Collection: And Providing For An Effective Date

D) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs Providing For The First Amendment To The FY 2020-21 General Fund And Special Revenue And Capital Projects Fund Budgets By Re-Appropriating Reserved Fund Balances To Fund Open Encumbrances Through September 30, 2020; And Providing For An Effective Date

**12. Other Business:**

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

B) Request by Councilwoman Mitchell and Councilman Best for discussion of City Code Sections 90-02, Keeping of animals prohibited; exception, and 90-03, Number of cats maintained

**13. Reports & Recommendations:**

A) City Attorney

B) City Manager

C) City Council

**14. Adjourn**



## CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:  
**Monday, October 12, 2020 at 7:00 p.m. at**  
**The Rebeca Sosa Theater, 1401 Westward Drive, Miami Springs, Florida**  
**(Physical Meeting Location)**

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

Elected officials and City staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch or call in to the meeting by following these instructions:

### ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

The meeting will be held in person at the physical meeting location stated above. Due to COVID-19 and social distancing requirements, there will be limited space for members of the public to attend the meeting at the physical meeting location. Admission to the physical meeting location is on a first-come, first-serve basis. Doors will open 30 minutes prior to the meeting start time. Facial coverings are required for admission to the meeting at the physical meeting location and must be worn throughout the entirety of the meeting in accordance with State and County Orders. Social distancing requirements as set forth in State and County Orders must be adhered to.

### WATCH THE MEETING

- **Comcast/Xfinity:** Channel 77 (Meeting will not be live broadcast, but will be available for later viewing)
- **YouTube:** <https://www.youtube.com/channel/UC2at9KNngUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

### CALL IN TO THE PUBLIC MEETING

**Dial 305-805-5151 or 305-805-5152**

*(Alternatively, you may also dial the phone numbers below to join the meeting:*  
1 (646) 558 8656, 1 (301) 715 8592, 1 (312) 626 6799, 1 (669) 900 9128, 1 (253) 215 8782,  
1 (346) 248 7799) **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.

**IN-PERSON COMMENTS:** Subject to social distancing requirements, members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

**VIRTUAL COMMENTS:** *Public comments will also be accepted during the meeting using the virtual meeting platform as follows:*

**By telephone:** To ask to speak during the meeting, call in to the meeting using the instructions above. Please press \*9 from your telephone and you will be called on to speak during public comments and identified by the last 4-digits of your telephone number.

During the meeting, when your name or the 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.

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, September 28, 2020 7:00 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 Walter Fajet

Councilman Bob Best

Councilwoman Maria Mitchell

Councilman Jaime A. Petralanda

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

Recreation Director Omar Luna

Public Works Director Tom Nash

Police Chief Armando Guzman

Golf Director Paul O'Dell

- 2. Invocation:** Led by Councilwoman Maria Mitchell  
**Pledge of Allegiance:** 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:** John Khoury, addressed the City Council.
- 6. Approval of Council Minutes:**
  - A) September 14, 2020 – Regular Meeting

**Vice Mayor Fajet offered an amendment to the minutes of the regular meeting of September 14, 2020; section 8A under her discussion of the River Cities Festival to reflect the following correction "...is to give \$5,000 to the River Cities Festival Committee as seed money and they would have to provide receipts in return for those \$5,000; going forward the City would release additional money when the**



***Committee brought the City paid invoices.”***

**Councilman Best moved to approve the amended minutes of the Regular meeting of September 14, 2020. Vice Mayor Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain voting Yes.**

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

**8. Public Hearings:**

**A) Resolution – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Adopting The Final Millage Rate For The Fiscal Year Commencing October 1, 2020 And Ending September 30, 2021; Announcing The Percentage Increase In Property Taxes; Providing For Incorporation Of Recitals; And Providing For An Effective Date**

**City Manager William Alonso read the Resolution by title. He read the staff memo for the record.**

**City Manager William Alonso re-read the Resolution by title and announced the millage rate with the percentage difference from the roll-back rate. Mayor Bain opened the public hearing, there were no speakers at this time. The Mayor closed the public hearing.**

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

**B) Resolution – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Adopting A Final Budget For The Fiscal Year Commencing October 1, 2020 And Ending September 30, 2021; Providing For Incorporation Of Recitals; Providing For Expenditure Of Budgeted Funds; Providing For Budgetary Controls; Providing For Grants And Gifts; Providing For Budget Amendments; Providing For Encumbrances; And Providing For An Effective Date**

**City Manager William Alonso read the Resolution by title.**

**Mayor Bain opened the public hearing, there were no speakers at this time. The Mayor closed the public hearing.**

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

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

A) 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 \$37,317.60, for the monthly rental of four vehicles (for a 12-month period), as these funds qualify for expenditure from the Police Law Enforcement Trust Fund, as funds are in the projected FY 20/21 Budget, pursuant to Section §31.11 (C)(2) of the City Code

**Assistant City Manager Tammy Romero read the Recommendation by title.**

**Councilwoman Mitchell moved to approve the Recommendation as read. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain voting Yes.**

**10. Old Business: None at this time.**

**11. New Business:**

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A Fourth Amendment To The Contract With Martin Outdoor Media, Inc. For Bus Bench Advertising; Providing For Authorization; And Providing For An Effective Date

**City Manager William Alonso read the Resolution by title.**

**Vice Mayor Fajet moved to approve the Resolution as read. Councilwoman Mitchell seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain voting Yes. The City Council requested that the City Manager report back to the Council on the clarification of any red flags or concerns with the contract.**

**12. Other Business:**

A) Discussion on Fireworks

**City Manager William Alonso gave a brief update on the cancellation of the Fourth of July fireworks. He requested direction from the City Council as to how they would like to proceed with possibly scheduling a New Year's firework display or just wait until the next July 4<sup>th</sup>.**

**After some discussion, Councilman Best moved to pay the required fee to cancel this year's permit and negotiate with the company and get back to the City Council for next year. Councilwoman Mitchell seconded the motion, which failed 2-3 on roll call vote. The vote was as follows:, Councilman Best and Councilwoman Mitchell,**

**voting Yes; Vice Mayor Fajet, Councilman Petralanda, and Mayor Bain voting No.**

**Discussion ensued, Vice Mayor Fajet moved to pay the fee to close out the firework permit this year, with the understanding that the spirit of what the City wants for the next July 4<sup>th</sup> be longer in duration and with more impact; allowing City Manager to negotiate with company. There was no second, therefore, the motion failed.**

**Councilman Petralanda made a motion to pay the fee to close out the firework permit and have the City Manger come back at the next meeting with options for the July 4<sup>th</sup> 2021 event. Councilwoman Mitchell seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain voting Yes.**

**B) Virtual and In-Person Council Meetings Update**

**After some discussion, Councilman Best moved to meet in-person for the October 12<sup>th</sup> Council meeting. Councilman Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain voting Yes.**

**C) Request by Councilwoman Mitchell to discuss situation of County's use of area hotels**

**It was the general consensus of the City Council to have the City Attorney look into what the City Council can require in order to approve use of City hotels.**

**D) Request by Councilwoman Mitchell to discuss short-term vacation rentals, such as AirBnB**

**It was the general consensus of the City Council to have the City Attorney look into the options on regulating short-term rentals.**

**13. Reports & Recommendations:**

**A) City Attorney  
- Update on Runway Inn**

**City Attorney Haydee Sera updated the City Council on recent events that occurred at the Runway Inn. She stated that the Courts expeditiously approved an injunction against the owners of the Runway Inn, which had become a nuisance in the area. The injunction allowed the City to stop the activities occurring at the Inn. At this moment they are closed and would have to meet the minimum requirements in order to reopen. She thank Police Chief and the department for their time and efforts, she also thanked the State Attorney's Office for their support along with other agencies that assisted in the closure. The Mayor and City Council members thanked everyone that collectively participated in the investigation and follow-up.**

B) City Manager

**City Manager William Alonso announced that OneBlood will be at the Community Center on September 30th. There is a scheduled Food Drive on October 13<sup>th</sup>, coordinated by Rep. Bryan Avila, and Senator Manny Diaz. He thanked the City Attorney's Office for all their work for getting the Runway Inn shut down, he also thanked the Chief and the Police Department as well. He thanked the City Council for approving and making the recent budget process smooth and easy.**

C) City Council

**Councilwoman Mitchell thanked City Manager William Alonso for making the budget process easy and being able to maintain same level of services at the same millage rate. She thanked the City Attorney's Office, Code Enforcement, and the Police Department for all their time and work on the Runway Inn issue. Councilwoman Mitchell requested that the "Animal Ordinance" be discussed at the next meeting.**

**Councilman Best thanked the Mayor and City Council for approving the new budget. He thanked all of those involved with the issues at the Runway Inn. He supported and reiterated Councilwoman Mitchell's request to discuss the Animal Ordinance at the next meeting.**

**Councilman Petralanda echoed previous comments, he thanked Police Chief Guzman, the police officers, and the staff involved with stopping the Runway Inn illicit activities.**

**Vice Mayor Fajet also thanked the coordinated efforts of Police and staff in response to the Runway Inn. He stated that Public Schools will be opening up little by little and is looking forward that everything normalizes soon.**

**Mayor Bain stated that the Runway Inn had to be shut down because of all the bad things occurring there and having it be a continuous issue for the City. He expressed his gratitude to everyone involved that made the Runway Inn shutdown happen. He recommended to the City Council to schedule a tour of the new Senior Center, he stated that it was a beautiful facility and will hopefully be opening soon.**

## 14. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:50 p.m.

*Respectfully submitted:*

---

*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 14th day of October, 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:** October 12, 2020

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

**Via:** William Alonso, City Manager

**From:** Ulises A. Fernandez, Building and Code Compliance Director

**Subject:** Building Department Inspections and Plans Review

**Recommendation:**

Recommendation by the Building Department that Council to approve an expenditure to Evelio Mantilla, DBA Florida General & Roofing as a sole source provider in an amount not to exceed \$75,000.00, on an “as needed basis” for Plan Reviews and Roofing/Building Inspections as funds were approved in FY 20/21 Budget. The Building Department is self-funded, the Building Official regulates all inspectors cost per inspection. Inspector’s workload, cost of inspections and permit intakes fluctuate every fiscal year. Changes are considered depending on the needs of the department; pursuant to Section 31.11 (E)(4)(d).

**Discussion/Analysis:**

This annual contract provides the Inspector to conduct plan reviews and inspections in his trade.

Spent in FY 19/20: \$ 29,100.00

**Submission Date and Time: 10/6/2020 9:40 AM**

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Bldg. &amp; Code Compliance</u> Prepared by: <u>Ulises A. Fernandez</u> Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Dept. Head:  Procurement:  Asst. City Mgr.:  City Manager: 	Dept./ Desc.: <u>Building Department</u> Account No.: <u>145-2401-524.34-00</u> Additional Funding: _____ Amount previously approved: \$ <u>110,000.00</u> Current request: \$ <u>75,000.00</u> Total vendor amount: \$ <u>75,000.00</u>



# AGENDA MEMORANDUM

**Meeting Date:** 10/12/2020

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

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

**From:** Tammy Romero, Assistant City Manager

**Subject:** Toshiba Copier Lease and Printer Program - Citywide

**RECOMMENDATION:**

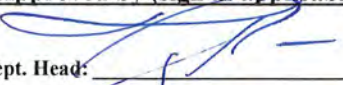



Recommendation by staff that Council approve an expenditure under our current 48 month Lease Agreement with Toshiba America Business Solutions, Inc., utilizing the State of Florida contract # 600-100-11-1 (attached), in an amount not to exceed \$32,000.00 which includes the City's current lease for 9 Toshiba copiers citywide (\$13,369.56 annually) and includes the maintenance and replacement of ink cartridges for our desktop printers under Toshiba's Printer Program (\$18,630.44 annually), as funds were budgeted in the FY19/20 Budgets pursuant to Section §31.11 (E)(5)(c) of the City Code.

**DISCUSSION:**

The City leases 9 copiers from Toshiba on a 48 month lease. In addition to the leased copiers the City also utilizes Toshiba's Printer Program for maintenance and replacement ink cartridges for all of the qualifying desktop printers within the City. The current State contract offers lower monthly rates over the 48 month lease than we were paying for the last lease Agreement.

**FISCAL IMPACT:** None. Spent FY 18/19: \$31,216.24

**Submission Date and Time:** 10/6/2020 11:08 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Finance</u>	Dept. Head: 	Dept./ Desc.: <u>various/Rentals &amp; Leases</u>
Prepared by: <u>Tammy Romero</u>	Procurement: 	Account No.: <u>various</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ _____
		Current request: \$ <u>32,000.00</u>
		Total vendor amount: \$ <u>32,000.00</u>



# AGENDA MEMORANDUM

**Meeting Date:** 10/12/2020

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

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

**From:** Tammy Romero, Assistant City Manager



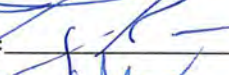

**Subject:** Encompass CSI, LLC - Janitorial Services - Citywide

**RECOMMENDATION:** Recommendation by Finance- Professional Services that Council approve an annual expenditure to Encompass CSI, LLC in the amount of \$10,350.00/ month (\$124,200.00/year), for the remainder of their contract term, including any extensions through 09/30/2023, for the cleaning services of our municipal facilities under our current contract which was competitively bid through the City's RFP# 01-18/19, as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(1) of the City Code.

**DISCUSSION:** The City contracted Encompass CSI, LLC. in October 2018 after a contract award was made to them after competitively bidding the City's RFP# 01-18/19 Janitorial Services for Municipal Services - citywide.

Spent in FY 19/20: \$139,032.50 (Partially due to COVID cleanings)

**Submission Date and Time:** 10/6/2020 11:05 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Finance</u>	Dept. Head: 	Dept./ Desc.: <u>various depts.</u>
Prepared by: <u>Tammy Romero</u>	Procurement: 	Account No.: <u>various</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ _____
		Current request: \$ <u>124,200.00</u>
		Total vendor amount: \$ <u>124,200.00</u>





# AGENDA MEMORANDUM

**Meeting Date:** 10/12/2020

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

**Via:** William Alonso, City Manager

**From:** Tammy Romero, Assistant City Manager

**Subject:** River Cities Gazette- Local Advertising

**RECOMMENDATION:**

Recommendation by staff that Council approve an expenditure to River Cities Gazette, as a sole source provider, on an "as needed basis" in the amount of \$35,300.00, for greater local access and more informative notification of advertising and legal notices to the residents of public ordinances and state and federal grant awards of the City as there is only one local source that delivers to every household in Miami Springs for the required service(s) and as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code.

**DISCUSSION:** Advertising for greater local access and more informative notification of advertising and legal notices to the residents of public ordinances and state and federal grant awards of the City and for the annual directory.

Spent in FY 19/20: \$18,625.00 (Spent slightly less due to COVID shutdowns)

**FISCAL IMPACT:** None as funds were approved in the FY20/21 Budget.

**Submission Date and Time:** 10/6/2020 11:02 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>City Manager</u>	Dept. Head: 	Dept./ Desc.: <u>Various Depts.</u>
Prepared by: <u>Tammy Romero</u>	Procurement: 	Account No.:
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: 	City Clerk/ Promotion & Adv. 001-0301-513-48-02 <u>\$12,000.00</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	City Council/Promotion & Adv. 001-0101-513-48-00 <u>\$500.00</u>
		Fin./Promotion & Adv. /001-0501-513-47-00- <u>\$500.00</u>
		Fin./Prof. Serv./Promotion & Adv. /001-0502-513-47-00- <u>\$18,800.00</u>
		Recreation/ Promotion & Adv./ 001-5701-572-47-00 <u>\$1,000.00</u>
		Golf/ Promotion & Adv./ 001-5707-572-48-00 - <u>\$2,500.00</u>
		Additional Funding: _____
		Amount previously approved: \$ _____
		Current request: \$ <u>35,300.00</u>
		Total vendor amount: \$ <u>35,300.00</u>



# AGENDA MEMORANDUM

**Meeting Date:** 10/12/2020

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

**Via:** William Alonso, City Manager

**From:** Erika Gonzalez, City Clerk

**Subject:** Community Quarterly Shredding Event – Iron Mountain

## RECOMMENDATION:

Recommendation by City Clerk that Council approve the contract with Iron Mountain for a one year period, in the amount of \$2,700.00 paid in four equal payments of \$675.00, for quarterly community shredding services as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(5)(c) of the City Code.

**DISCUSSION:** For quarterly Community shredding services

**FISCAL IMPACT:** Funds were approved in the FY 20/21 Budget.

**Submission Date and Time:** 10/7/2020 3:26 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>City Clerk</u>	Dept. Head: _____	Dept./ Desc.: <u>City Council</u>
Prepared by: Erika Gonzalez-Santamaria _____	Procurement: _____	Account No.: 001-0101-511-48-00- \$2,180.00
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ <u>2,700.00</u>
		Total vendor amount: \$ <u>2,700.00</u>



P  
R  
O  
J  
E  
C  
T

# STATEMENT OF WORK

## STATEMENT OF WORK

FOR

Miami Springs Police Department  
**MSPD Shred Events**

Version 2020.06011254

June 2020

0062H00001EITluQAF

Submitted To:

Janice Simon | Officer | jsimon@mspd.us | 305-888-5286

Submitted By:

Brandi Kenney | Business Development Associate | brandi.kenney@ironmountain.com |

Prepared By:

Josef Jones | Transportation Supervisor, Secure Shredding | josef.jones@ironmountain.com |

# STATEMENT OF WORK



This Statement of Work ("SOW") is hereby incorporated into and made part of the Customer Agreement, by and between Miami Springs Police Department ("Customer") and Iron Mountain Information Management, LLC ("Iron Mountain"), dated October 01, 2019, (the "Agreement"). In the event of any inconsistency between the provisions of this SOW and the Agreement, the Agreement shall prevail. This SOW may be amended only by a written agreement signed by both parties.

Capitalized terms used but not otherwise defined in this SOW shall have the same meaning as set forth in the Agreement. Definitions for other terms used in this SOW may be found in the Iron Mountain Glossary at <http://www.ironmountain.com/support/how-it-works/records-management/glossary>, which is incorporated herein by reference. The definitions of terms contained within this SOW and the Agreement shall govern in the event of a conflict with the definitions contained in the Iron Mountain Glossary.

The terms and fees quoted under this SOW will only remain valid for acceptance until August 30, 2020. Thereafter, Iron Mountain may modify the fees or terms and require a modified SOW.

The duly authorized representatives of Customer and Iron Mountain have each affixed his or her signature below with the effective date of this SOW being the later signature date ("Effective Date").

In the event the agreement in the preamble has been incorrectly identified as the governing agreement of this SOW, the parties acknowledge and agree that Iron Mountain's liability shall be limited to the amount paid by Customer for a discrete project under this SOW or, if the loss is related to service of an ongoing and continuing nature, six months of fees paid by Customer for such service. For the avoidance of doubt, Iron Mountain shall not be liable for consequential, incidental, special, or punitive damages under any theory in connection with the performance of the services contemplated herein.

**Accepted and Agreed to as of the Effective Date:**

<b>Customer</b>	<b>Iron Mountain</b>
Authorized by (signature):  _____	Authorized by (signature):  _____
Name of Individual Signing (Print):	Name of Individual Signing (Print):
Title:	Title:
Signing Date:	Signing Date:
Address:	Address:

## Change Control



A Change Control documents any changes to the resource requirements, engagement scope or schedule that materially change Iron Mountain's estimated fees and must be mutually agreed ("Change Control"). A Change Control will require a review of the SOW and financial arrangements as follows:

- Each party must mutually agree to any changes to the SOW scope or deliverables and review the workday impact based on an agreed estimating model. Iron Mountain will determine the cost impact based on the additional work required.
- Any mutually agreed and approved changes to the SOW scope or deliverables will be reflected in addenda to this SOW, or in a new SOW, which shall be duly executed by each party.

## SAFE MATERIALS AND PREMISES



Customer shall not store with Iron Mountain (or place in shredding bins) any material that is highly flammable, may attract vermin or insects, is otherwise dangerous or unsafe to store or handle, or is regulated by federal or state law or regulation relating to the environment or hazardous materials. Customer shall not store (or place in shredding bins) negotiable instruments, jewelry, check stock or other items that have intrinsic value. Customer shall only place paper-based materials in the shredding bins. Customer warrants and covenants that its premises where Iron Mountain employees perform services (including pickups and deliveries) are and shall be free of hazardous substances or dangerous conditions. Customer shall reimburse Iron Mountain for damage to equipment or injury to personnel resulting from Customer's breach of this Section.

## Scope



*Scope information is for assumption purposes only.*

Onsite Mobile shred events in 2020-2021 from 4 pm-7 pm for 3 hours at Customer Miami Springs Police Department address 1401 Westward Dr. Miami, FL 33316.

Shred event dates:

\*\*November 12, 2020 (4 p.m. – 7 p.m.)

\*\*February 09, 2021 (4 p.m. – 7 p.m.)

\*\*May 11, 2021 (4 p.m. – 7 p.m.)

\*\*August 12, 2021 (4 p.m. – 7 p.m.)

Within 5 days of receipt of signed Statement of Work, Iron Mountain will contact Customer to schedule execution of the workflow described herein.

## Workflow



Unless otherwise stated, Iron Mountain will follow standard operating procedures for all standard workflows including, but not limited to, transportation, inbound/outbound processing, inventory staging, and archival destruction. All work associated with this SOW will take place during standard Iron Mountain operating hours, 8AM – 5PM Monday through Friday (local time – excluding Iron Mountain holidays), unless otherwise specified and mutually agreed upon. These services will be executed in a mutually agreed upon service window based on the availability of Iron Mountain project teams while accommodating any service restrictions noted by Customer.

Iron Mountain will provide onsite shred services using a Mobile Shredding Unit and # 65/95 gallon containers. Iron Mountain will also provide Customer with guidance on items that are accepted or prohibited for the shred process.

Customer will fill the provided containers with paper or accepted material only and stage containers at Mobile Shredding Unit.

Iron Mountain will shred the contents of all staged containers prior to departure.

## Project Pricing



Refer to Schedule A for Additional Pricing Information.

Billcode	Quantity	Service	Rate	Total	Notes
2360	4.000	BC 2360 - Onsite Shred - Shred Event	\$675.00	\$2,700.00	MSU's for 3hrs. per service date=\$675.00 Total cost for 4 service dates \$2700.00 1600-1900
			Total	\$2,700.00	

If applicable, Project Management Fees billable upon signature of SOW. Charges associated with this Statement of Work will be allocated to the Customer Division / Department indicated below. If left blank project will bill following Customer's current billing allocation parameters.

Invoice: Separate SKP Invoice  
 Customer ID: 26SJ6  
 Division ID: MASTER  
 Department ID: MASTER  
 Purchase Order: N/A

- Project Management fee billable upon signature of SOW
- Projects requiring timeline acceleration billed with a surcharge on all billable services
- Charges will be determined based on actual hours or units upon completion
- Any additional work not described above will be charged the contract rate



# SHRED SERVICES



Miami Springs Police Dept

October 7, 2020

Dear Janice Simon,

Great news - Your proposal for Iron Mountain services is ready! Thank you for your interest in our Secure Shredding solution,

Please let me know if you have any questions.

Thank you very much,

Brandi Kenney

**IRON MOUNTAIN**

Email: [brandi.kenney@ironmountain.com](mailto:brandi.kenney@ironmountain.com)

Phone: 610-495-3394

[www.IronMountain.com](http://www.IronMountain.com)

---

## DON'T LET YOUR DOCUMENTS BECOME A LIABILITY

Your organization's information is the key to its survival and success. Every day the volume of your information is growing and you need to ensure the records at the end of their lifecycle are disposed of correctly. You also need to be sure your business is compliant with industry regulations and safe from data breaches. All of this can be a large undertaking.

Get the help you need, locally. Iron Mountain® works with thousands of small and mid-sized businesses—just like yours—to securely destroy your sensitive documents and files.

### WHY SHRED?

- Protects your reputation by safeguarding your confidential information and your customer's confidential information
- Shredding reduces the costs of managing information that is no longer needed for your business
- Our local service is simple to purchase, flexible and easy to manage. You will have an account manager to give you personalized service.
- Documents are effectively shredded and you will receive a certificate of destruction

---

WITH IRON MOUNTAIN SECURE SHREDDING SERVICES, YOU'LL BE ABLE TO SAFELY AND COST-EFFECTIVELY DESTROY UNNECESSARY PAPER-BASED DOCUMENTS. ONSITE OR OFFSITE, ONE-TIME OR RECURRING, OUR SOLUTIONS ARE TAILORED TO YOU.

---



---

## SECURE SHREDDING: HOW IT WORKS



---

## WHY IRON MOUNTAIN

FOR OVER 60 YEARS, THOUSANDS OF BUSINESSES HAVE TRUSTED IRON MOUNTAIN TO KEEP THEIR CONFIDENTIAL INFORMATION SECURE THROUGH DOCUMENT DESTRUCTION SERVICES. HERE'S WHY:

**POWERED LOCALLY:** We come to you. You can witness paper destruction by choosing the mobile shred truck option\*, or you can utilize the environmentally friendly pickup and- transport service to a nearby Iron Mountain shred plant.

**GET HELP WHEN YOU NEED IT:** You can request shred service and see how much material you've shredded or trees you've saved with our online portal. With a 24/7 customer support team to answer your questions.

**RIGHT SIZE YOUR SERVICE:** You can customize your service. Choose from a variety of bin sizes, on or offsite shredding, online scheduling, and pre-arranged pickups. And, you can change your service at any time.

\*Availability of both onsite and offsite shredding options vary by market. Please speak to your sales representative to understand what services are offered in your area.

## WHAT'S INCLUDED

Live 24/7 Customer Service	Certificate of Destruction	Iron Mountain Connect™
NAID Certified Services	Local Support Team	InControl™ Security System
Locked Shred Containers	Shred Usage Report	Green Impact Report

## CHOOSE THE BEST OPTION FOR YOUR BUSINESS



### SECURE SHREDDING BIN

Designed to ensure that confidential documents are easily contained and transported. Clasp is firmly affixed to cart to lock lid securely to base. Easy to tilt and roll.

- Standard neutral grey color.
- Size: 43”H x 26”W x 30”D (65 Gallon)
- Capacity: Approximately 230 lbs or 5-6 copy paper boxes



### SECURITY CONSOLES

Attractive neutral light-gray laminate container blends into office environments. Comes with tamper-evident locking system and includes a drawstring nylon bag for ease in securing and removing contents.

- Available in full and half height versions
- Size: 35”H x 19”W x 16”D
- Capacity: Approximately 100 lbs or 2-3 copy paper boxes

---

## CONVENIENT ONLINE INVOICING AND PAYMENT

With Iron Mountain’s easy to use online invoicing and payment service, you can easily manage your account at the click of a button.

### HOW IT WORKS

- An Iron Mountain Specialist will reach out to you in order to set up your BillTrust account.
- Invoicing and payment for your account will be conducted through BillTrust.com, a secure, online invoice hub.
- Auto pay will be set up in Bill trust, using a credit card or Electronic Funds Transfer (EFT). You can log in to manage your invoices 24/7.
- An email notification will be sent when a new invoice is posted to your account and all payments are processed online.\*

\*Customers can request that a paper invoice be mailed in addition to their electronic invoices.



**SECURE SHREDDING SERVICES AGREEMENT**

This Secure Shredding Services Agreement ("Agreement") between Iron Mountain Secure Shredding, Inc. ("IM") and "Customer" is effective as of 10/7/2020.

<b>Customer:</b> Name	Miami Springs Police Dept	Address	201 Westward Dr.		
City	Miami	State	FL	Zip	33166
Contact Name	Janice Simon	T:	(305) 888-5286		
Contact Email	jsimon@mspd.us	F:	Sales Re ID	BK6	
<b>IM:</b> District Name		Customer ID	Name	Brandi Kenney	

<b>CUSTOMER: Miami Springs Police Dept</b>	<b>IRON MOUNTAIN SECURE SHREDDING, INC.</b>
<b>Sign and date:</b>	<b>Sign and date:</b>
<b>Print Title:</b>	<b>Print Title:</b>

**Pricing**

Services Description for Recurring Paper Shredding Services (the "Service Description")			
<input type="checkbox"/> On-site (Mobile)	<input type="checkbox"/> Off-site	Frequency:	<input type="checkbox"/> Weekly <input type="checkbox"/> Every 2 Weeks <input type="checkbox"/> Every 4 Weeks <input type="checkbox"/> Other
Unit Type	#	Price Per	Total
Secure Console		x _____ =	_____
65-Gallon Bin		x _____ =	_____
		x \$ _____ =	\$ _____
Minimum Service Charge Per Visit		\$0.00	
<b>Estimated Total Per Service Visit</b>			<b>= \$0.00</b>
<b>Service Notes:</b>			

One-Time Paper Shredding Services – Offsite Only			
Selection	# included	Price Per	Total
<b>Box Shredding</b>	<b>Size: 1.2 CF</b>	<b>Rate</b>	
<input type="checkbox"/> Small	_____	\$ _____ =	\$ _____
<input type="checkbox"/> Medium	_____	\$ _____ =	\$ _____
<input type="checkbox"/> Large	_____	\$ _____ =	\$ _____
Additional Box		x \$ _____ =	_____
<b>Estimated Total</b>			<b>= \$0.00</b>
<b>Bin Shredding</b>		<b>Rate</b>	
<input type="checkbox"/> Extra Small	1 Bin	\$ _____ =	\$ _____
<input type="checkbox"/> Small	2 - 5	\$ _____ =	\$ _____
<input type="checkbox"/> Medium	6 - 13	\$ _____ =	\$ _____
<input type="checkbox"/> Large	14 - 21	\$ _____ =	\$ _____
Additional Bin		x \$ _____ =	_____
<b>Estimated Total</b>			<b>= \$0.00</b>
<b>Service Notes: *PLEASE REFER TO SOW FOR PRICING*</b>			

Section 1 below does not apply in the event of one time projects.

<b>Additional Services (All other services, not specifically listed, will be charged at IM's then current rates.)</b>	
- Additional charge for Unscheduled Service Visit: \$20/ visit	- Shredding of Standard 1.2 Cubic Foot Carton: \$5.00/ carton
- Container drop off fee of \$10 (waived for initial install)	
- Transportation surcharges apply. IM's transportation surcharge policies, including fuel, may be found at <a href="http://cic.ironmountain.com/Transportation-Service-Charges">http://cic.ironmountain.com/Transportation-Service-Charges</a> . Please refer to the Iron Mountain Customer Information Center at <a href="http://cic.ironmountain.com">cic.ironmountain.com</a> for a glossary of terms and further detail regarding services, certifications, standard processes, and billing.	

**IRON MOUNTAIN STANDARD TERMS AND CONDITIONS**

**1. Term and Termination**

- 1.1. **Term.** This Agreement shall commence on the Effective Date set forth above and, unless otherwise provided in the Schedule, shall continue in effect for one (1) year with automatic renewal for successive one (1) year terms (the "Term"), unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the expiration date or otherwise terminated in accordance with this Section 1.
- 1.2. **Termination.** Either party may terminate this Agreement if the other materially breaches this Agreement, provided that the breaching party has not been able to cure the breach within sixty (60) days after receiving written notice of such termination from the non-breaching party. In the event of any such termination, all amounts due for Services rendered up to the effective date of termination shall become due and payable. Upon termination, Customer shall permit IM to retrieve all IM secure containers and other property kept at Customer site, and IM shall have no obligation to provide further Services to Customer.

The parties agree that in the event Customer fails to deliver materials for shredding in accordance with the Service Description above more than three consecutive times or cancels scheduled on site services more than three consecutive times, such incidents shall be deemed a material breach.

- 1.3. **Effect of Early Termination.** In the event that either (i) IM terminates the Agreement due to Customer's material breach as permitted under Section 1.2; or (ii) Customer terminates the Agreement without cause, Customer agrees that it will be difficult to determine actual damages IM may suffer as a result of such termination and Customer will be required to pay IM an early termination fee in the amount of 50% of the average monthly invoice for the last six (6) months, excluding those with a balance of zero (\$0) dollars, multiplied by the number of months remaining in the term (the "Early Termination Fee"). The parties further agree that the Early Termination Fee is a reasonable estimate of the probable loss that IM would suffer under the circumstances indicated.
2. **Payment** - All fees for the Services shall remain fixed for the first year of this Agreement, and may thereafter be adjusted by IM at any time upon thirty (30) days' written notice. Payment terms are net, thirty (30) days. Customer shall be liable for late charges totaling one percent (1%) per month of the outstanding balance. At any time during the term of this Agreement, IM may require Customer to enroll in electronic payment (including auto-pay) at no additional charge to Customer if: (i) Customer fails to pay its charges pursuant to the payment terms herein; or (ii) Customer's annual account charges meet IM's requirement for electronic payment.
3. **Responsibilities**
  - 3.1. **Right to Rely on Instructions.** IM may act in reliance upon any instruction, instrument or signature reasonably believed by IM to be genuine, and may assume that any employee of Customer or Customer affiliates or subsidiaries giving any written notice, request or instruction has the authority to do so.
  - 3.2. **Hazardous Materials.** Customer shall not deposit into secure containers nor deliver to IM any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials. Customer's premises where IM employees perform services or make deliveries hereunder shall be free of hazardous substances and hazardous or dangerous conditions. Customer warrants that it shall only place paper-based materials in the Secure Consoles or 65-gallon bins together, (the "Shredding Bins"). For the avoidance of doubt, if any small paperclips, staples, or binder clips are attached to such paper based materials, they may also be deposited in the Shredding Bins. Customer shall reimburse IM for damage to equipment or injury to personnel resulting from Customer's breach of this provision.
4. **Force Majeure** - Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its control.
5. **Confidentiality** - "Confidential Information" means any information relating to the property, business and affairs of the party disclosing such information to the receiving party. Unless such Confidential Information was previously known to IM free of any obligation to keep it confidential, is subsequently made public by Customer or is disclosed by a third party having a legal right to make such disclosure, it shall be held in confidence by IM and shall be used only for the purposes provided in this Agreement. IM shall use the same degree of care to safeguard Customer Confidential Information as it uses to safeguard its own but, in any event, no less than reasonable care.
6. **Referral Right** - IM shall have the right to use Customer's name in connection with discussing opportunities with prospective customers.
7. **Limitation of Liability** - IM shall not be responsible or liable for the release, disclosure, or loss of any materials deposited in secure containers or otherwise delivered to it for secure shredding unless the release, loss, or disclosure is due to IM's negligence. IM's maximum liability for all claims arising with respect to the Services provided under this Agreement shall not exceed the aggregate amounts paid by Customer with respect to the Services being provided during the six (6) months preceding the event which gives rise to a claim. IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING TORT, CONTRACT OR OTHERWISE, SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
8. **Presenting Claims**- Customer must present any claim with respect to the Services in writing to IM within a reasonable time and in no case later than three (3) months after the occurrence of the event on which the claim is based.
9. **Warranty** - Customer warrants that it is the owner or legal custodian of, or otherwise has the right to deliver for secure shredding, any and all materials provided to IM hereunder. Customer agrees to reimburse IM for any expenses reasonably incurred (including reasonable legal fees) by IM as a result of IM's compliance with Customer instructions regarding the disposition of such materials.
10. **Miscellaneous**
  - 10.1. **Notices.** All notices hereunder shall be in writing and addressed to either party at its address given above. Notices to IM shall be sent to the attention of its General Manager.
  - 10.2. **Binding Nature and Assignment.** This Agreement shall be binding on the parties and their respective successors and assigns. Except as permitted by Section 10.5, neither party may assign this Agreement, except to an affiliate, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. An affiliate means any entity controlling, controlled by, under common control with, or having a common parent with IM or Customer
  - 10.3. **Purchase Orders.** In the event that Customer issues a purchase order to IM covering the Services provided under this Agreement, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by IM.
  - 10.4. **Additional Services.** This Agreement sets forth the complete terms and conditions for Services to be provided hereunder. In the event that Customer requires other services related to the management and storage of records and/or media, Customer shall contract for such records/media management and storage services under Iron Mountain's standard Customer Agreement. In the event any such records/media management and storage services are provided under the Customer account number associated with this Agreement, such services shall be governed by the terms and conditions of the aforementioned Iron Mountain Customer Agreement.
  - 10.5. **Services Provided by Third Parties.** IM may subcontract its obligations under this Agreement, in whole or in part, to an affiliate. Furthermore, IM may procure the services of any responsible third party, subject to IM's management approval process for third party providers, to perform all or part of the Services, but IM shall remain liable for all Services performed for Customer.
  - 10.6. **Choice of Law.** This Agreement shall be governed by the law of the state in which Customer's office identified in this Agreement is located excluding conflicts of laws principles.



# Access Authorization Form Records Management

New  
Update

**Customer Number/ID** \_\_\_\_\_

**Customer Name**           Miami Springs Police Dept          

**Division ID** \_\_\_\_\_ All Divisions

**Department ID** \_\_\_\_\_ All Departments

**\*\*\*Strict Authorization will apply\*\*\* = Only the names listed will have access to the account information**

**Authorized Users** \*\*\*Minimum of two authorized users required\*\*\*

*If the account is Department Restricted, a minimum of two authorized users is required for each Department ID*

### Access #1:

Authorized Contact Name:	
Phone Number:	
Email Address:	
*Password (optional):	
Department (if department specific/restricted):	
Authorized Destruction:	

### Access #2:

Authorized Contact Name:	
Phone Number:	
Email Address:	
*Password (optional):	
Department (if department specific/restricted):	
Authorized Destruction:	

\*Password security is optional. Passwords can be any alphanumeric combination up to 10 characters.

Authorized by: \_\_\_\_\_

Phone Number/Ext: \_\_\_\_\_



# AGENDA MEMORANDUM

**Meeting Date:** 10/12/2020

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

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

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

**Subject:** Value Store-it Facility (City Clerk and Recreation Department)

## RECOMMENDATION:

Recommendation by City Clerk that Council approve an expenditure to Value Store-It, in an amount not to exceed \$8,000.00, for storage of City records and for the storage of various miscellaneous items used by the Recreation Department. Funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code.

**DISCUSSION:** The City Clerk's Office uses a unit at the storage facility to maintain records that have been inventoried and determined as to having retention of more than five years. Many of the stored boxes are in the process of meeting retention and are circulated through the system for destruction. As many of those boxes that are in line for upcoming destruction, there are many that are incoming and processed for storage. The Recreation Department use of an additional separate unit is to house additional athletic, pool, special events supplies and equipment, as well as Recreation grills.

**Submission Date and Time:** 10/7/2020 3:26 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
<b>Department:</b> <u>City Clerk</u> <b>Prepared by:</b> Erika Gonzalez-Santamaria <b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>Budgeted/ Funded:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Dept. Head:</b> _____ <b>Procurement:</b> _____ <b>Asst. City Mgr.:</b> _____ <b>City Manager:</b> _____	<b>Dept./ Desc.:</b> <u>Recreation Dept. / City Clerk's Office</u> <b>Account No.:</b> _____ <b>Additional Funding:</b> <u>N/A</u>  <b>Amount previously approved:</b> \$ <u>0</u> <b>Current request:</b> \$ <u>8,000.00</u> <b>Total vendor amount:</b> \$ <u>8,000.00</u>

# MONTHLY INVOICE

**MAKE CHECK PAYABLE TO:**  
Value Store It Virginia Gardens, LLC  
Value Store It - Virginia Gardens  
6113 NW 36th St  
Virginia Gardens, FL 33166

**Unit(s)** 2193  
**Invoice** 54825  
**Invoice Date** October 7, 2020  
**Due Date** November 1, 2020

(305) 876-0000

**Amount Due** \$3,228.00

c/o: Omar Luna  
City of Miami Springs Dept. of Recreation  
201 Westward Drive  
Miami Springs, FL 33166

Please check box if address is incorrect and indicate change. Signature is required to authorize address changes.

\_\_\_\_\_  
Signature

AMOUNT ENCLOSED \$ \_\_\_\_\_

-----  
**DETACH UPPER PORTION AND RETURN IT WITH YOUR PAYMENT**

Please pay on or before November 1, 2020 (we recommend payments be mailed 7-10 days prior to the Payment Due Date). You can pay by (1) credit card, (2) check, (3) cashier's check (4) or cash (except by mail). Your cancelled check or the cashier's check paperwork is your receipt. **Customers currently set up on AUTOPAY will continue to be debited on the 1st of each month - NO ACTION IS REQUIRED.**

Forget about due dates and potential late charges by using **AutoPay**. Each month your payment is automatically charged to your credit card on the date it's due. This option is FREE OF CHARGE. Just ask us for an AutoPay form to complete and we'll do the rest.

Questions about your bill? Please call your Storage Consultant at (305) 876-0000.

Unit	Date	Item/Service	Amount	Tax	Due
2193	11/1/2020	Rent 11/1-11/30	269.00	0.00	269.00
2193	12/1/2020	Rent 12/1-12/31	269.00	0.00	269.00
2193	1/1/2021	Rent 1/1-1/31	269.00	0.00	269.00
2193	2/1/2021	Rent 2/1-2/28	269.00	0.00	269.00
2193	3/1/2021	Rent 3/1-3/31	269.00	0.00	269.00
2193	4/1/2021	Rent 4/1-4/30	269.00	0.00	269.00
2193	5/1/2021	Rent 5/1-5/31	269.00	0.00	269.00
2193	6/1/2021	Rent 6/1-6/30	269.00	0.00	269.00
2193	7/1/2021	Rent 7/1-7/31	269.00	0.00	269.00
2193	8/1/2021	Rent 8/1-8/31	269.00	0.00	269.00
2193	9/1/2021	Rent 9/1-9/30	269.00	0.00	269.00
2193	10/1/2021	Rent 10/1-10/31	269.00	0.00	269.00
2193	11/1/2021	Rent 11/1-11/30	0.00	0.00	0.00
				<b>Subtotal</b>	\$ 3,228.00
				<b>Taxes</b>	\$ 0.00
				<b>Balance Due</b>	\$ 3,228.00

Please remit the total due amount of \$3,228.00 to the above address.

Please include your storage UNIT NUMBERS(s) on your check or money order.  
Hard copy mailed invoices will have a \$2.00 fee. Emailed version is FREE.  
Payments taken over the phone will incur a \$6 Convenience Charge.  
Log on 24 hours a day and pay online with your credit card!  
Pay by the 1st. Late fees are automatically assessed on the 6th (\$15) and 16th (\$25)

# MONTHLY INVOICE

**MAKE CHECK PAYABLE TO:**

Value Store It Virginia Gardens, LLC  
Value Store It - Virginia Gardens  
6113 NW 36th St  
Virginia Gardens, FL 33166

Unit(s) 2122  
Invoice 54824  
Invoice Date October 7, 2020  
Due Date November 1, 2020

(305) 876-0000

Amount Due **\$3,228.00**

c/o: Erika Gonzalez-Santamaria  
City of Miami Springs  
201 Westward Drive  
Miami Springs, Florida 33166

Please check box if address is incorrect and indicate change. Signature is required to authorize address changes.

Signature \_\_\_\_\_

AMOUNT ENCLOSED \$ \_\_\_\_\_

---

**DETACH UPPER PORTION AND RETURN IT WITH YOUR PAYMENT**

Please pay on or before November 1, 2020 (we recommend payments be mailed 7-10 days prior to the Payment Due Date). You can pay by (1) credit card, (2) check, (3) cashier's check (4) or cash (except by mail). Your cancelled check or the cashier's check paperwork is your receipt. **Customers currently set up on AUTOPAY will continue to be debited on the 1st of each month - NO ACTION IS REQUIRED.**

Forget about due dates and potential late charges by using **AutoPay**. Each month your payment is automatically charged to your credit card on the date it's due. This option is FREE OF CHARGE. Just ask us for an AutoPay form to complete and we'll do the rest.

Questions about your bill? Please call your Storage Consultant at (305) 876-0000.

Unit	Date	Item/Service	Amount	Tax	Due
2122	12/1/2020	Rent 12/1-12/31	269.00	0.00	269.00
2122	1/1/2021	Rent 1/1-1/31	269.00	0.00	269.00
2122	2/1/2021	Rent 2/1-2/28	269.00	0.00	269.00
2122	3/1/2021	Rent 3/1-3/31	269.00	0.00	269.00
2122	4/1/2021	Rent 4/1-4/30	269.00	0.00	269.00
2122	5/1/2021	Rent 5/1-5/31	269.00	0.00	269.00
2122	6/1/2021	Rent 6/1-6/30	269.00	0.00	269.00
2122	7/1/2021	Rent 7/1-7/31	269.00	0.00	269.00
2122	8/1/2021	Rent 8/1-8/31	269.00	0.00	269.00
2122	9/1/2021	Rent 9/1-9/30	269.00	0.00	269.00
2122	10/1/2021	Rent 10/1-10/31	269.00	0.00	269.00
2122	11/1/2021	Rent 11/1-11/30	269.00	0.00	269.00
2122	12/1/2021	Rent 12/1-12/31	0.00	0.00	0.00
				Subtotal	\$ 3,228.00
				Taxes	\$ 0.00
				Balance Due	\$ 3,228.00

Please remit the total due amount of **\$3,228.00** to the above address.

Please include your storage UNIT NUMBERS(s) on your check or money order.  
Hard copy mailed invoices will have a \$2.00 fee. Emailed version is FREE.  
Payments taken over the phone will incur a \$6 Convenience Charge.  
Log on 24 hours a day and pay online with your credit card!  
Pay by the 1st. Late fees are automatically assessed on the 6th (\$15) and 16th (\$25)





# AGENDA MEMORANDUM

**Meeting Date:** 10/12/2020

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

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

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

**Subject:** Computer Electric – Blanket Purchase Order

## RECOMMENDATION:


Recommendation by Public Works that Council authorize the issuance and/or execution of Purchase Order to Computer Electric, City RFP # 05-16/17 (attached), initially approved on 10/9/2017, with options to renew 4 additional one-year periods through 10/09/2022, on a “as needed basis” for electrical repairs city wide in the amount of \$300,500.00 of purchase order for all electrical work city-wide as funds were budgeted in the FY 20/21 Budget pursuant to Section §31.11 (E)(1) of the City Code.

**DISCUSSION:** This is for all street light and electrical repairs city wide on an as-needed basis. This is the 3rd year renewal option of the contract to Computer Electric. The initial one-year contract was approved by Council October 9, 2017 with options to renew 4 additional one-year periods.

Spent in FY 19/20: \$249,971.82

**Submission Date and Time:** 10/7/2020 12:19 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: 	Dept./ Desc.: <u>All Departments / CITT</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: 	Account No.: _____
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ _____
		Current request: \$ <u>300,500.00</u>
		Total vendor amount: \$ <u>300,500.00</u>

 Computer Electric, Inc.

660 Miller Drive  
Miami Springs, FL 33166

EC #13001721

Office (305) 889-0018  
Fax No. (305) 889-8088

Website: [www.computerelectricinc.com](http://www.computerelectricinc.com)

"Your 24/7 Electrical Contractor"

---

Tuesday, September 29, 2020

City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166

Attention: Tom Nash

Email: [nasht@miamisprings-fl.gov](mailto:nasht@miamisprings-fl.gov)

RE: *Extension of Contract for Licensed Electrical Contractor Services-Citywide through fiscal year 2020/2021*

*Dear Mr. Nash:*

Please accept this letter as our confirmation and honor to extend our contract for another annual term with the same rates.

Please let me know if you have any questions or need any further information.

As always, it is a pleasure working for the City of Miami Springs.

Sincerely,  
Computer Electric, Inc.

*Mark R. Chandler*

Mark R. Chandler,  
Master Electrician, RCDD, NTS  
EC 13001721

MRC/tc

RESOLUTION NO. 2018 – 3781

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO COMPUTER ELECTRIC, INC. IN AN AMOUNT NOT TO EXCEED \$60,000.00 FOR CITY-WIDE ELECTRIC REPAIRS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, the City of Miami Springs (the "City") issued Request for Proposals No. 05-16/17 (the "RFP") for City-wide licensed electrical contractor services (the "Services"); and

**WHEREAS**, on October 9, 2017, pursuant to the RFP, the City Council selected Computer Electric, Inc. ("Contractor") to provide the Services and authorized the City Manager to execute an agreement with the Contractor; and

**WHEREAS**, staff has recommended that it is in the City's best interest for the City Council to approve the issuance of a purchase order to the Contractor to perform electric repairs throughout the City, in an amount not to exceed \$60,000.00; and

**WHEREAS**, the City Council desires to authorize the City Manager to issue a purchase order to the Contractor in an amount not to exceed \$60,000.00 for City-wide electric repairs; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and welfare of the citizens 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.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval.** The City Council hereby approves of the issuance of a purchase order to Contractor in an amount not to exceed \$60,000.00.

**Section 3. Authorization.** The City Council hereby authorizes the City Manager to execute the purchase order to Contractor in an amount not to exceed \$60,000.00.

**Section 4. Implementation.** The City Council hereby authorizes the City Manager to take any action which is reasonably necessary to implement the purpose of this Resolution.


**Section 5. Effective Date.** This Resolution shall become effective immediately upon adoption.

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

Vice Mayor Mara Zapata	<u>YES</u>
Councilman Bob Best	<u>YES</u>
Councilwoman Maria Puente Mitchell	<u>YES</u>
Councilman Jaime Petralanda	<u>YES</u>
Mayor Billy Bain	<u>YES</u>

PASSED AND ADOPTED this 14<sup>th</sup> day of May, 2018.

ATTEST:

  
ERIKA GONZALEZ-SANCHEZ  
CITY CLERK



  
BILLY BAIN, MAYOR

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



# AGENDA MEMORANDUM

**Meeting Date:** 10/12/2020

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

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

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

**Subject:** Blanket Purchase Order – Napa Auto Parts

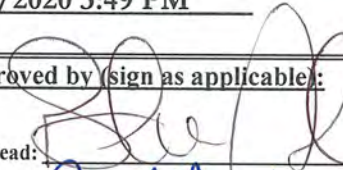
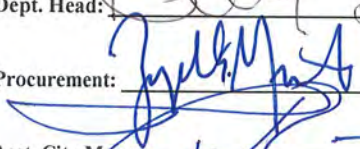
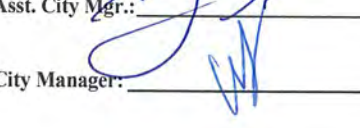
**RECOMMENDATION:**

Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Napa Auto Parts, utilizing Miami Dade County under contract # FB-00399 (attached), for the remainder of their contract term, including any extensions through 02/28/2020<sup>3</sup> in an amount not to exceed \$25,000.00 for parts & repairs on trucks as funds were budgeted in the FY 20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code.

**DISCUSSION:** This is for the purchase of truck & vehicle parts and truck repairs.

Spent in FY: 19/20, \$3,104.69

**Submission Date and Time:** 9/30/2020 3:49 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: 	Dept./ Desc.: <u>All divisions that have vehicles.</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: 	Account No.: <u>xxx-xxxx-xxx-4510</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.:	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ _____
		Current request: \$ <u>25,000.00</u>
		Total vendor amount: \$ <u>25,000.00</u>



**CONTRACT AWARD SHEET  
INTERNAL SERVICES DEPARTMENT**

BID NO.: fb-00399  
 PREVIOUS BID NO.: 5380-6/14-6  
 TITLE: PURCHASE OF OEM AND OE PARTS AND SVCS  
 CURRENT CONTRACT PERIOD: 03/01/2018 THROUGH 02/28/2023  
 TOTAL # OF OTRs: 1  
 CONTRACT AMOUNT: \$72,285,000.00  
 REQUISITION NO.:

**SECTION #1 – APPLICABLE ORDINANCES**

Living Wage: N UAP: Y IG: Y  
 Other Applicable Ordinances: UAP/IG  
 when allowed by funding source

**SECTION #2 – CONTRACT MEASURES**

Local Preference: Y Micro Enterprise: N Full Federal Funding: N Performance Bond: N  
 Small Business Enterprise (SBE): Y PTP Funds: N Partial Federal Funding: N Insurance: Y  
 Miscellaneous:

**SECTION #3 – CONTRACTING OFFICER**

Name : Shantrell Page  
 Phone : 305-375-4708  
 Fax : -  
 Email : Shantrell.Page@miamidadecounty.gov

**SECTION #4 – BPO INFORMATION**

1. ABCW1800253

Commodity ID	Commodity Name
060	AUTOMOTIVE MAINTENANCE ITEMS AND
Department	Department Allocation
SW*****	\$1,536,000.00
SP*****	\$180,000.00
FR*****	\$8,950,000.00
ID*****	\$46,825,000.00
MT*****	\$2,994,000.00
PD*****	\$90,000.00
PR*****	\$2,600,000.00
WS*****	\$7,200,000.00

2. ABCW1800254

Commodity ID	Commodity Name
060	AUTOMOTIVE MAINTENANCE ITEMS AND
Department	Department Allocation
AV*****	\$1,860,000.00
FR*****	\$50,000.00

City: POMPANO BEACH  
 State: FL  
 Zip: 33064-8719  
 FOB Terms: DEST-P  
 Delivery:  
 Payment: NET30  
 Terms:  
 Toll Phone: -

Local Vendor:

Certified Vendor

SBE:  
 Micro Ent. :  
 Other:

Assigned Measures

Set Aside:  
 Selection Factor:

Bid Pref.:  
 Goal:  
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
MARK ROBLES	813-2411900	-	813-2411990	MARK@WASTE-EQUIP.COM

18. Vendor Name: IEH AUTO PARTS HOLDING LLC  
 DBA: AUTO PLUS AUTO PARTS  
 FEIN: 473476529  
 Suffix: 02  
 Street: 767 Fifth Ave, Suite 4700  
 City: New York  
 State: NY  
 Zip: 10153  
 FOB Terms: DEST-P  
 Delivery:  
 Payment: NET30  
 Terms:  
 Toll Phone: 800-2577972

Local Vendor:

Certified Vendor

SBE:  
 Micro Ent. :  
 Other:

Assigned Measures

Set Aside:  
 Selection Factor:

Bid Pref.:  
 Goal:  
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Brian M Evanoka	856-7781400	800-2577972	800-7231377	bevanoka@autoplusap.com

19. Vendor Name: GENUINE PARTS CO  
 DBA: NAPA AUTO PARTS  
 FEIN: 580254510  
 Suffix: 01  
 Street: P.O. BOX 409043  
 City: ATLANTA  
 State: GA  
 Zip: 303849043  
 FOB Terms: DEST-P  
 Delivery:  
 Payment: NET30  
 Terms:  
 Toll Phone: -

Local Vendor:

Certified Vendor

Assigned Measures



# AGENDA MEMORANDUM


**Meeting Date:** 10/12/2020  
**To:** The Honorable Mayor Billy Bain and Members of the City Council  
**Via:** William Alonso, City Manager/Fin. Director  
**From:** Tom Nash, Public Works Director  
**Subject:** Blanket Purchase Order – Miami Lake Auto Mall

## RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Miami Lakes Auto Mall, utilizing Miami Dade County under contract # RTQ-01264 (attached), for the remainder of their contract term, including any extensions through 9/30/2024, in an amount not to exceed \$20,000, for parts & repairs on trucks as funds were budgeted in the FY 20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code.

**DISCUSSION:** This is for the purchase of truck & vehicle parts and truck repairs.

**Submission Date and Time:** 9/30/2020 10:15 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: 	Dept./ Desc.: <u>All divisions that have vehicles.</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: 	Account No.: <u>xxx-xxxx-xxx-4510</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ _____
		Current request: \$ <u>20,000.00</u>
		Total vendor amount: \$ <u>20,000.00</u>





FOB Terms: DEST-P  
 Delivery:  
 Payment: NET45  
 Terms:  
 Toll Phone: 877-903-5454

Local Vendor:

Certified Vendor  
 SBE:  
 Micro Ent. :  
 Other:

Assigned Measures  
 Set Aside:  
 Selection Factor:  
 Bid Pref.:  
 Goal:  
 Vendor Record Verified?

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
JOHN J. ARRIGO	561-242-7855	877-903-5454	954-861-6212	JOHN@ARRIGODCJ.COM

3. Vendor Name: MIAMI LAKES AM LLC  
 DBA: MIAMI LAKES AUTOMALL  
 FEIN: 272463679  
 Suffix: 01  
 Street: 16600 NW 57 AVENUE  
 City: MIAMI  
 State: FL  
 Zip: 33014  
 FOB Terms: DEST-P  
 Delivery:  
 Payment: NET45  
 Terms:  
 Toll Phone: 305-4555093

Local Vendor:

Certified Vendor  
 SBE:  
 Micro Ent. :  
 Other:

Assigned Measures  
 Set Aside:  
 Selection Factor:  
 Bid Pref.:  
 Goal:  
 Vendor Record Verified?

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Jack Kelly	954-9141540	305-4555093	305-5585252	Jack.Kelly@MIAMILAKESAUTOMALL.COM

4. Vendor Name: FORD OF KENDALL LLC  
 DBA:  
 FEIN: 384101924  
 Suffix: 01  
 Street: 15551 S DIXIE HWY  
 City: MIAMI  
 State: FL  
 Zip: 33157  
 FOB Terms: DEST-P  
 Delivery:  
 Payment: NET45  
 Terms:  
 Toll Phone: -

Local Vendor:

Certified Vendor  
 SBE:  
 Micro Ent. :  
 Other:

Assigned Measures  
 Set Aside:  
 Selection Factor:  
 Bid Pref.:  
 Goal:  
 Vendor Record Verified?



# AGENDA MEMORANDUM

**Meeting Date:** 10/12/2020

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

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

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

**Subject:** Miami Tiresoles - Blanket Purchase Order

**RECOMMENDATION:**

Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Miami Tiresoles, utilizing Miami Dade County under contract # FB-00441 (attached), for the remainder of their contract term, including any extensions through 01/31/2022, in an amount not to exceed \$40,000.00 for tires as funds were budgeted in the FY 20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code.

**DISCUSSION:** This is for the purchase of automotive & truck tires for all departments.

Spent in FY: 19/20 \$ 29,112.69

**Submission Date and Time:** 9/30/2020 11:01 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: 	Dept./ Desc.: <u>All divisions that have vehicles</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: 	Account No.: <u>xxx-xxxx-xxx-5207</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ _____
		Current request: \$ <u>40,000.00</u>
		Total vendor amount: \$ <u>40,000.00</u>



**CONTRACT AWARD SHEET  
INTERNAL SERVICES DEPARTMENT**

BID NO.: FB-00441  
 PREVIOUS BID NO.: 7958-0/16  
 TITLE: TIRES FOR PASSENGER & COMMERCIAL VEHICLE  
 CURRENT CONTRACT PERIOD: 02/01/2017 THROUGH 01/31/2022  
 TOTAL # OF OTRs: 0  
 CONTRACT AMOUNT: \$1,000,000.00  
 REQUISITION NO.:

**SECTION #1 – APPLICABLE ORDINANCES**

Living Wage: N UAP: Y IG: N  
 Other Applicable Ordinances:

**SECTION #2 – CONTRACT MEASURES**

Local Preference: N Micro Enterprise: N Full Federal Funding: N Performance Bond: N  
 Small Business Enterprise (SBE): N PTP Funds: N Partial Federal Funding: N Insurance: N  
 Miscellaneous:

**SECTION #3 – CONTRACTING OFFICER**

Name : Debra Butler  
 Phone : 305-375-5663  
 Fax : -  
 Email : Debra.Butler@MIAMIDADE.GOV

**SECTION #4 – BPO INFORMATION**

1. ABCW1700166

Commodity ID	Commodity Name
863	TIRES AND TUBES

Department	Department Allocation
FR*****	\$520,000.00
ID02****	\$450,000.00
AV*****	\$30,000.00

**SECTION #5 – AWARD INFORMATION**

BCC Award: N  
 BCC Date: 01/01/1900  
 DPM Award: N  
 DPM Date: 01/04/2017  
 Additional Items Allowed:  
 Agenda Item No.:  
 Special Conditions:

**SECTION #6 – VENDORS AWARDED**

1. **Vendor Name:** CENTRAL TIRE CORP  
**DBA:**  
**FEIN:** 592400326  
**Suffix:** 01  
**Street:** 8275 NW 74 STREET  
**City:** MIAMI  
**State:** FL  
**Zip:** 331662321  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment Terms:** NET45  
**Toll Phone:** 305-968-5789

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
SERGIO LEYVA	305-592-7564	305-968-5789	305-477-4142	CENTRALTIRE@YAHOO.COM

2. **Vendor Name:** TIRESOLES OF BROWARD INC  
**DBA:** MIAMI TIRESOLES  
**FEIN:** 650829510  
**Suffix:** 01  
**Street:** 7800 NW 103RD STREET  
**City:** HIALEAH GARDENS  
**State:** FL  
**Zip:** 33016  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment Terms:** NET45  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**  
**Micro Ent. :**  
**Other:**

**Assigned Measures**

**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**  
**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Terry Skelton	305-8212121	-	305-8264473	tstiresoles@gmail.com

**SECTION #7 – ITEMS AWARDED**

**Details:**

Item #	Description	Qty.	Unit Price
	No Items Awarded		\$

**SECTION #8 – ADDITIONAL NOTES**





# AGENDA MEMORANDUM

**Meeting Date:** 10/12/2020  
**To:** The Honorable Mayor Billy Bain and Members of the City Council  
**Via:** William Alonso, City Manager/Fin. Director  
**From:** Tom Nash, Public Works Director  
**Subject:** Blanket Purchase Order - Lowes

## RECOMMENDATION

Recommendation by Public Works that Council authorize the issuance and/or execution of a Purchase Order to Lowes, utilizing National IPA under contract # R192006 (attached), for the remainder of their contract term, including any extensions through 03/31/2023, on an "as needed basis" in the amount of \$25,000.00, for the purchase of various stock, supplies and tools items as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code.

**DISCUSSION:** Inventory, tools and building maintenance operating supplies.

Spent in FY 19/20: \$ 14,970.35

**Submission Date and Time:** 9/29/2020 2:58 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: <u>[Signature]</u>	Dept./ Desc.: <u>All Building Maintenance Repairs</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: <u>[Signature]</u>	Account No.: _____
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ <u>25,000.00</u>
		Total vendor amount: \$ <u>25,000.00</u>



February 25, 2020

Mr. Scott Matthews  
VP Pro Sales  
Lowe's Home Centers, LLC  
1000 Lowe's Blvd  
 Mooresville, NC 28117  
Scott.matthews@lowes.com

Re: Award of Contract #R192006

Dear Mr. Matthews:

Per official action taken by the Board of Directors of Region 4 Education Service Center on February 25, 2020, we are pleased to announce that after successful negotiated terms and conditions, Lowe's Home Centers, LLC has been awarded an annual contract for the following, based on the sealed proposal (RFP#19-20) submitted on December 9, 2019:

**Commodity/Service**

**Supplier**

Maintenance, Repair and Operations (MRO Supplies & Related Services	Lowe's Home Centers, LLC
--	--------------------------

This contract is effective April 1, 2020 and will expire on March 31, 2023. As indicated above, your contract # is R192006 This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC/OMNIA Partners, Public Sector and Lowe's Home Centers, LLC.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Deborah Bushnell, the Contract Manager assigned to your contract, at (713) 554-7348 or Deborah.bushnell@omniapartners.com.

Sincerely,

DocuSigned by:  
  
0B1D33BB0130490...

Robert Zingelmann  
Chief Financial Officer, Finance and Operations Services





# AGENDA MEMORANDUM

**Meeting Date:** 10/12/2020  
**To:** The Honorable Mayor Billy Bain and Members of the City Council  
**Via:** William Alonso, City Manager/ Fin. Director  
**From:** Tom Nash, Public Works Director  
**Subject:** Hydraulic Sale - Blanket Purchase Order

## RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance of a Purchase Order to Hydraulic Sales and Service, utilizing Miami Dade County contract # RTQ-00580(attached), for the remainder of their contract term, including any extensions through 07/31/2026, on an "as needed basis" in the amount of \$20,000.00, for hydraulic parts and repairs, as funds were approved in the FY20/21 Budget, pursuant to Section §31.11 (E)(5) of the City Code.

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

Spent in FY: 19/20 \$ 12,975.43

**Submission Date and Time:** 9/29/2020 2:12 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: <u>[Signature]</u>	Dept./ Desc.: <u>Sanitation Fleet Repairs</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: <u>[Signature]</u>	Account No.: <u>430-3401-534-4510</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u>[Signature]</u>	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u>[Signature]</u>	Amount previously approved: \$ _____
	Attorney: <u>[Signature]</u>	Current request: \$ <u>20,000.00</u>
		Total vendor amount: \$ <u>20,000.00</u>



**CONTRACT AWARD SHEET  
INTERNAL SERVICES DEPARTMENT**

BID NO.: RTQ-00580  
 PREVIOUS BID NO.: 7271-0/18  
 TITLE: HYDRAULIC PARTS, SUPPLIES & REPAIR SERVI  
 CURRENT CONTRACT PERIOD: 08/01/2018 THROUGH 07/31/2026  
 TOTAL # OF OTRs: 0  
 CONTRACT AMOUNT: \$9,937,000.00  
 REQUISITION NO.:

**SECTION #1 – APPLICABLE ORDINANCES**

Living Wage: N UAP: N IG: Y  
 Other Applicable Ordinances:

**SECTION #2 – CONTRACT MEASURES**

Local Preference: N Micro Enterprise: N Full Federal Funding: N Performance Bond: N  
 Small Business Enterprise (SBE): N PTP Funds: N Partial Federal Funding: Y Insurance: N  
 Miscellaneous:

**SECTION #3 – CONTRACTING OFFICER**

Name : Katherine Sosa  
 Phone : 305-375-2851  
 Fax : -  
 Email : Katherine.Sosa@MIAMIDADE.GOV

**SECTION #4 – BPO INFORMATION**

1. ABCW1800478

Commodity ID	Commodity Name
060-61	HYDRAULIC SYSTEM COMPONENTS AND PARTS,
Department	Department Allocation
AV*****	\$134,000.00
CR*****	\$16,000.00
FR*****	\$550,000.00
ID*****	\$40,000.00
MT*****	\$4,577,000.00
PR*****	\$576,000.00
SP*****	\$418,000.00
SW*****	\$21,000.00
WS*****	\$3,525,000.00

2. ABCW1800479

Commodity ID	Commodity Name
060-61	HYDRAULIC SYSTEM COMPONENTS AND PARTS,
Department	Department Allocation
HD*****	\$80,000.00

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
LEE G KUECHENMEISTER	954-453-8147	800-507-9650	954-845-9524	YELLOW@HYDRAULIC-SUPPLY.COM

3. **Vendor Name:** JOBBERS EQUIPMENT WAREHOUSE INC  
**DBA:**  
**FEIN:** 590970927  
**Suffix:** 01  
**Street:** 5440 NW 78 AVENUE  
**City:** MIAMI  
**State:** FL  
**Zip:** 33166  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** 800-274-8730

Local Vendor:

Certified Vendor

SBE:

Micro Ent. :

Other:

Assigned Measures

Set Aside:

Selection Factor:

Bid Pref.:

Goal:

Vendor Record Verified?

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
RON M AHEARN	305-592-8730	800-274-8730	305-592-6571	SUPPORT@JOBBERSMIAMI.COM

4. **Vendor Name:** POWER BRAKE EXCHANGE INC  
**DBA:**  
**FEIN:** 591346899  
**Suffix:** 01  
**Street:** 2050 NW 23 STREET  
**City:** MIAMI  
**State:** FL  
**Zip:** 33142  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** -

Local Vendor:

Certified Vendor

SBE:

Micro Ent. :

Other:

Assigned Measures

Set Aside:

Selection Factor:

Bid Pref.:

Goal:

Vendor Record Verified?

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
TIM KENNEDY	305-635-1120	-	305-638-8351	PBE@PBE.COMCASTBIZ.NET

5. **Vendor Name:** HYDRAULIC SALES & SERVICE INC  
**DBA:**  
**FEIN:** 591692614  
**Suffix:** 01

Street: 3700 NW SOUTH RIVER DRIVE  
 City: MIAMI  
 State: FL  
 Zip: 33142  
 FOB Terms: DEST-P  
 Delivery:  
 Payment: NET30  
 Terms:  
 Toll Phone: 800-622-6477

Local Vendor:

Certified Vendor  
 SBE:  
 Micro Ent. :  
 Other:

**Assigned Measures**  
 Set Aside:  
 Selection Factor:  
 Bid Pref.:  
 Goal:  
 Vendor Record Verified?

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
FRED ORIG	305-633-4677	800-622-6477	305-638-5284	FREDO@HYDRAULICSALES.COM

6. Vendor Name: B & G AUTO PARTS WAREHOUSE  
 DBA:  
 FEIN: 592534714  
 Suffix: 01  
 Street: 2013 SW 1ST STREET  
 City: MIAMI  
 State: FL  
 Zip: 33135  
 FOB Terms: DEST-P  
 Delivery:  
 Payment: NET30  
 Terms:  
 Toll Phone: 800-325-5646

Local Vendor:

Certified Vendor  
 SBE:  
 Micro Ent. :  
 Other:

**Assigned Measures**  
 Set Aside:  
 Selection Factor:  
 Bid Pref.:  
 Goal:  
 Vendor Record Verified?

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
MANNY GOMEZ JR-VP	305-642-0311	800-325-5646	305-642-7912	BGAUTOPARTS@AOL.COM

7. Vendor Name: PECK ENTERPRISES LLC  
 DBA: PECK Enterprises of Alabama LLC  
 FEIN: 815459469  
 Suffix: 01  
 Street: 5906 Breckenridge Parkway, Suite A  
 City: Tampa  
 State: FL  
 Zip: 33610  
 FOB Terms: DEST-P  
 Delivery:  
 Payment: NET30  
 Terms:  
 Toll Phone: -



# AGENDA MEMORANDUM

**Meeting Date:** 10/12/2020  
**To:** The Honorable Mayor Billy Bain and Members of the City Council  
**Via:** William Alonso, City Manager/Fin. Director  
**From:** Tom Nash, Public Works Director  
**Subject:** All Dade Lawnmowers – Blanket Purchase Order

## RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to All Dade Lawnmowers Inc, in an amount not to exceed \$15,000.00, utilizing Miami Dade County under contract # RTQ-00974 (attached), for the remainder of their contract term, including any extensions through 02/29/2024, for parts & repairs on lawnmowers as funds were budgeted in the FY19/20 Budget, pursuant to Section §31.11 (E)(5) of the City Code.

**DISCUSSION:** This is for the purchase of lawnmowers parts and tools.

**Submission Date and Time:** 9/29/2020 12:44 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: <u>[Signature]</u>	Dept./ Desc.: <u>Public Prop Fleet Maintenance</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: <u>[Signature]</u>	Account No.: <u>001-5404-541.45-10</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u>[Signature]</u>	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ <u>15,000.00</u>
		Total vendor amount: \$ <u>15,000.00</u>



**CONTRACT AWARD SHEET  
INTERNAL SERVICES DEPARTMENT**

BID NO.: **RTQ-00947**  
 PREVIOUS BID NO.: 6879-0/18  
 TITLE: **LAWN EQUIPT: PURCH/RENTAL/PARTS/REPAIR**  
 CURRENT CONTRACT PERIOD: 03/01/2019 THROUGH 02/29/2024  
 TOTAL # OF OTRs: 0  
 CONTRACT AMOUNT: \$6,930,000.00  
 REQUISITION NO.:

**SECTION #1 – APPLICABLE ORDINANCES**

Living Wage: N UAP: N IG: N  
 Other Applicable Ordinances:

**SECTION #2 – CONTRACT MEASURES**

Local Preference: N Micro Enterprise: N Full Federal Funding: N Performance Bond: N  
 Small Business Enterprise (SBE): N PTP Funds: N Partial Federal Funding: N Insurance: Y  
 Miscellaneous:

**SECTION #3 – CONTRACTING OFFICER**

Name : ORLANDO MARTINEZ JR  
 Phone : 305-375-3805  
 Fax : -  
 Email : MARORL@MIAMIDADE.GOV

**SECTION #4 – BPO INFORMATION**

1. ABCW1900238

Commodity ID	Commodity Name
515-15	ENGINES, MOTORS, AND PARTS (FOR LAWN
070-59	TRAILERS, CUSTOM: PERSONNEL, FOOD
515-40	LAWN MOWERS, POWER, HEAVY DUTY, REEL

Department	Department Allocation
AV*****	\$182,000.00
CR*****	\$50,000.00
FR*****	\$50,000.00
ID06****	\$56,000.00
MT*****	\$245,000.00
PR*****	\$5,198,000.00
SW*****	\$168,000.00
WS*****	\$806,000.00

2. ABCW1900243

Commodity ID	Commodity Name
515-15	ENGINES, MOTORS, AND PARTS (FOR LAWN
070-59	TRAILERS, CUSTOM: PERSONNEL, FOOD

Department	Department Allocation
------------	-----------------------

Zip: 33157  
 FOB Terms: DEST-P  
 Delivery:  
 Payment: NET14  
 Terms:  
 Toll Phone: 305-235-0032

Local Vendor:

Certified Vendor  
 SBE:  
 Micro Ent. :  
 Other:

Assigned Measures  
 Set Aside: Bid Pref.:  
 Selection Factor: Goal:  
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
RICHARD MASSO - PRESIDEN	305-238-6332	305-235-0032	305-235-0989	ALSLAWN@BELLSOUTH.NET

13. Vendor Name: **ALL DADE LAWNMOWERS INC**

DBA:  
 FEIN: 650193479  
 Suffix: 01  
 Street: 1495 NW 111 Ave  
 City: Miami  
 State: FL  
 Zip: 33172-1900  
 FOB Terms: DEST-P  
 Delivery:  
 Payment: NET14  
 Terms:  
 Toll Phone: -

Local Vendor:

Certified Vendor  
 SBE:  
 Micro Ent. :  
 Other:

Assigned Measures  
 Set Aside: Bid Pref.:  
 Selection Factor: Goal:  
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
David F Torrente	305-2237884	-	305-5597441	david@alldadelawnmower.com

14. Vendor Name: EQUIPMENT RENTAL & SALES INC

DBA:  
 FEIN: 811879174  
 Suffix: 01  
 Street: 17010 South Dixie Highway  
 City: Miami  
 State: FL  
 Zip: 33157  
 FOB Terms: DEST-P  
 Delivery:  
 Payment: NET14  
 Terms:  
 Toll Phone: -

Local Vendor:

Certified Vendor  
 SBE:

Assigned Measures  
 Set Aside: Bid Pref.:



# AGENDA MEMORANDUM

**Meeting Date:** 10/12/2020  
**To:** The Honorable Mayor Billy Bain and Members of the City Council  
**Via:** William Alonso, City Manager/ Fin. Director  
**From:** Tom Nash, Public Works Director  
**Subject:** Sunbelt Hydraulics - Blanket Purchase Order

## RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Sunbelt Hydraulics, utilizing Miami Dade County under contract # FB-00399 (attached), for the remainder of their contract term, including any extensions through 02/28/2023, in an amount not to exceed \$50,000.00 for parts & repairs on trucks as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code.

**DISCUSSION:** This is for the purchase of truck parts and repairs.

Spent in FY: 19/20 \$ 36,846.05.

**Submission Date and Time:** 9/30/2020 5:30 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: _____	Dept./ Desc.: <u>Sanitation Fleet Maintenance</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: <u>[Signature]</u>	Account No.: <u>430-3401-534-4510</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ <u>50,000.00</u>
		Total vendor amount: \$ <u>50,000.00</u>





**CONTRACT AWARD SHEET  
INTERNAL SERVICES DEPARTMENT**

BID NO.: fb-00399  
 PREVIOUS BID NO.: 5380-6/14-6  
 TITLE: PURCHASE OF OEM AND OE PARTS AND SVCS  
 CURRENT CONTRACT PERIOD: 03/01/2018 THROUGH 02/28/2023  
 TOTAL # OF OTRs: 1  
 CONTRACT AMOUNT: \$72,285,000.00  
 REQUISITION NO.:

**SECTION #1 – APPLICABLE ORDINANCES**

Living Wage: N UAP: Y IG: Y  
 Other Applicable Ordinances: UAP/IG  
 when allowed by funding source

**SECTION #2 – CONTRACT MEASURES**

Local Preference: Y Micro Enterprise: N Full Federal Funding: N Performance Bond: N  
 Small Business Enterprise (SBE): Y PTP Funds: N Partial Federal Funding: N Insurance: Y  
 Miscellaneous:

**SECTION #3 – CONTRACTING OFFICER**

Name : Shantrell Page  
 Phone : 305-375-4708  
 Fax : -  
 Email : Shantrell.Page@miamidadade.gov

**SECTION #4 – BPO INFORMATION**

1. ABCW1800253

Commodity ID	Commodity Name
060	AUTOMOTIVE MAINTENANCE ITEMS AND
Department	Department Allocation
SW*****	\$1,536,000.00
SP*****	\$180,000.00
FR*****	\$8,950,000.00
ID*****	\$46,825,000.00
MT*****	\$2,994,000.00
PD*****	\$90,000.00
PR*****	\$2,600,000.00
WS*****	\$7,200,000.00

2. ABCW1800254

Commodity ID	Commodity Name
060	AUTOMOTIVE MAINTENANCE ITEMS AND
Department	Department Allocation
AV*****	\$1,860,000.00
FR*****	\$50,000.00

City: MIAMI  
 State: FL  
 Zip: 33166  
 FOB Terms: DEST-P  
 Delivery:  
 Payment: NET30  
 Terms:  
 Toll Phone: 888-815-1900

Local Vendor:

Certified Vendor

SBE:  
 Micro Ent. :  
 Other:

Assigned Measures

Set Aside: Bid Pref.:  
 Selection Factor: Goal:  
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
ROBERT J DOLLAR	305-777-9000	888-815-1900	305-777-9077	BDOLLAR@TRUCKMAX.COM

54. Vendor Name: PALMETTO FORD TRUCK SALES INC  
 DBA: PALMETTO TRUCK CENTER  
 FEIN: 650736564  
 Suffix: 02  
 Street: 7245 NW 36 ST  
 City: MIAMI  
 State: FL  
 Zip: 33166  
 FOB Terms: DEST-P  
 Delivery:  
 Payment: NET30  
 Terms:  
 Toll Phone: -

Local Vendor:

Certified Vendor

SBE:  
 Micro Ent. :  
 Other:

Assigned Measures

Set Aside: Bid Pref.:  
 Selection Factor: Goal:  
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
David Yglesias	305-5923673	-	-	INFO@PALMETTOTRUCK.COM

55. Vendor Name: SUNBELT HYDRAYLICS & EQUIPMENT INC  
 DBA: SUNBELT WASTE EQUIPMENT  
 FEIN: 650742385  
 Suffix: 02  
 Street: 2201 NW 22ND STREET  
 City: POMPANO BEACH  
 State: FL  
 Zip: 33069  
 FOB Terms: DEST-P  
 Delivery:  
 Payment: NET30  
 Terms:  
 Toll Phone: -

Local Vendor:

Certified Vendor

Assigned Measures



# AGENDA MEMORANDUM

**Meeting Date:** 10/12/2020  
**To:** The Honorable Mayor Billy Bain and Members of the City Council  
**Via:** William Alonso, City Manager/Fin. Director  
**From:** Tom Nash, Public Works Director  
**Subject:** Rose Spring – Blanket Purchase Order

## RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Rose Spring, utilizing Miami Dade County under contract # FB-00399 (attached), for the remainder of their contract term, including any extensions through 02/28/2023, in an amount not to exceed \$15,000.00 for parts & repairs on trucks as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code.

**DISCUSSION:** This is for the purchase of Sanitation truck parts and repairs.

**Submission Date and Time:** 9/30/2020 5:17 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: <u>[Signature]</u>	Dept./ Desc.: <u>Sanitation Trucks</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: <u>[Signature]</u>	Account No.: <u>430-3401-534.45-10</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u>[Signature]</u>	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u>[Signature]</u>	Amount previously approved: \$ _____
		Current request: \$ <u>15,000.00</u>
		Total vendor amount: \$ <u>15,000.00</u>



**CONTRACT AWARD SHEET  
INTERNAL SERVICES DEPARTMENT**

BID NO.: fb-00399  
 PREVIOUS BID NO.: 5380-6/14-6  
 TITLE: PURCHASE OF OEM AND OE PARTS AND SVCS  
 CURRENT CONTRACT PERIOD: 03/01/2018 THROUGH 02/28/2023  
 TOTAL # OF OTRs: 1  
 CONTRACT AMOUNT: \$72,285,000.00  
 REQUISITION NO.:

**SECTION #1 – APPLICABLE ORDINANCES**

Living Wage: N UAP: Y IG: Y  
 Other Applicable Ordinances: UAP/IG  
 when allowed by funding source

**SECTION #2 – CONTRACT MEASURES**

Local Preference: Y Micro Enterprise: N Full Federal Funding: N Performance Bond: N  
 Small Business Enterprise (SBE): Y PTP Funds: N Partial Federal Funding: N Insurance: Y  
 Miscellaneous:

**SECTION #3 – CONTRACTING OFFICER**

Name : Shantrell Page  
 Phone : 305-375-4708  
 Fax : -  
 Email : Shantrell.Page@miamidadecounty.gov

**SECTION #4 – BPO INFORMATION**

1. ABCW1800253

Commodity ID	Commodity Name
060	AUTOMOTIVE MAINTENANCE ITEMS AND
Department	Department Allocation
SW*****	\$1,536,000.00
SP*****	\$180,000.00
FR*****	\$8,950,000.00
ID*****	\$46,825,000.00
MT*****	\$2,994,000.00
PD*****	\$90,000.00
PR*****	\$2,600,000.00
WS*****	\$7,200,000.00

2. ABCW1800254

Commodity ID	Commodity Name
060	AUTOMOTIVE MAINTENANCE ITEMS AND
Department	Department Allocation
AV*****	\$1,860,000.00
FR*****	\$50,000.00

Delivery:  
 Payment NET30  
 Terms:  
 Toll Phone: -

Local Vendor:

Certified Vendor  
 SBE:  
 Micro Ent. :  
 Other:

Assigned Measures  
 Set Aside: Bid Pref.:  
 Selection Factor: Goal:  
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
RICHARD BERTRAND	561-844-7177	-	561-863-1723	RICHARD@GULFSTREAMSCALE.COM

37. Vendor Name: ROSE SPRING CORPORATION  
 DBA:  
 FEIN: 592723490  
 Suffix: 01  
 Street: 7340 NW 70TH ST  
 City: MIAMI  
 State: FL  
 Zip: 33166  
 FOB Terms: DEST-P  
 Delivery:  
 Payment NET30  
 Terms:  
 Toll Phone: -

Local Vendor:

Certified Vendor  
 SBE:  
 Micro Ent. :  
 Other:

Assigned Measures  
 Set Aside: Bid Pref.:  
 Selection Factor: Goal:  
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Enrique Vinas	305-8855715	-	-	Ubolts2@rosespring.com

38. Vendor Name: PANTROPIC POWER INC  
 DBA:  
 FEIN: 592749643  
 Suffix: 03  
 Street: 8205 NW 58 ST  
 City: MIAMI  
 State: FL  
 Zip: 33166  
 FOB Terms: DEST-P  
 Delivery:  
 Payment NET30  
 Terms:  
 Toll Phone: -

Local Vendor:

Certified Vendor  
 SBE:  
 Micro Ent. :  
 Other:

Assigned Measures  
 Set Aside: Bid Pref.:  
 Selection Factor: Goal:  
 Vendor Record Verified?



# AGENDA MEMORANDUM

**Meeting Date:** 10/12/2020  
**To:** The Honorable Mayor Billy Bain and Members of the City Council  
**Via:** William Alonso, City Manager/Fin. Director  
**From:** Tom Nash, Public Works Director  
**Subject:** Blanket Purchase Order – PRO Energy

## RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to PRO Energy, utilizing Miami Dade County under contract # RTQ-00676 (attached), for the remainder of their contract term, including any extensions through 10/31/2023 in an amount not to exceed \$180,000.00, for purchasing gasoline and diesel as funds were budgeted in the F/Y20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code.

**DISCUSSION:** Pro Energy is the selected vendor for all fuel purchase for the city equipment.

Spent in FY: 19/20 \$ 152,425.23

**Submission Date and Time:** 9/30/2020 5:12 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: <u>[Signature]</u>	Dept./ Desc.: <u>All divisions that have vehicles.</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: <u>[Signature]</u>	Account No.: <u>001-0000-141.03-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u>[Signature]</u>	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ <u>180,000.00</u>
		Total vendor amount: \$ <u>180,000.00</u>



**CONTRACT AWARD SHEET  
INTERNAL SERVICES DEPARTMENT**

BID NO.: RTQ-00676  
 PREVIOUS BID NO.: 3143-9/18-9  
 TITLE: GASOLINE AND DIESEL  
 CURRENT CONTRACT PERIOD: 11/01/2018 THROUGH 10/31/2023  
 TOTAL # OF OTRs: 0  
 CONTRACT AMOUNT: \$301,303,000.00  
 REQUISITION NO.:

**SECTION #1 – APPLICABLE ORDINANCES**

Living Wage: N UAP: N IG: N  
 Other Applicable Ordinances:

**SECTION #2 – CONTRACT MEASURES**

Local Preference: N Micro Enterprise: N Full Federal Funding: N Performance Bond: N  
 Small Business Enterprise (SBE): N PTP Funds: N Partial Federal Funding: N Insurance: N  
 Miscellaneous:

**SECTION #3 – CONTRACTING OFFICER**

Name : Jesus Lee  
 Phone : 305-375-4264  
 Fax : -  
 Email : FJL@MIAMIDADE.GOV

**SECTION #4 – BPO INFORMATION**

1. ABCW1800496

Commodity ID	Commodity Name
405-09	FUEL OIL, DIESEL
405-15	GASOLINE, AUTOMOTIVE

Department	Department Allocation
SP*****	\$575,000.00
WS*****	\$3,130,000.00
SW*****	\$4,352,000.00
AD*****	\$650,000.00
AV*****	\$6,400,000.00
CR*****	\$1,487,000.00
FR*****	\$16,619,000.00
ID02****	\$110,250,000.00
ID06****	\$180,000.00
MT*****	\$75,995,000.00
PD*****	\$3,190,000.00
PR*****	\$2,490,000.00

2. ABCW1800497

Commodity ID	Commodity Name
--------------	----------------

Suffix: 01  
 Street: 14532 SW 129 STREET  
 City: MIAMI  
 State: FL  
 Zip: 33186  
 FOB Terms: DEST-P  
 Delivery:  
 Payment Terms: NET  
 Toll Phone: -

Local Vendor:

Certified Vendor  
 SBE:  
 Micro Ent. :  
 Other:

Assigned Measures  
 Set Aside:  
 Selection Factor:  
 Bid Pref.:  
 Goal:  
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
BRAD NOJAIM	305-233-0310	-	305-234-2938	BRAD@RELIANCE-AVIATION.COM

6. Vendor Name: PRO ENERGY LLC  
 DBA:  
 FEIN: 651029440  
 Suffix: 01  
 Street: 1093 Shotgun Road  
 City: Sunrise  
 State: FL  
 Zip: 33326  
 FOB Terms: DEST-P  
 Delivery:  
 Payment Terms: NET  
 Toll Phone: -

Local Vendor:

Certified Vendor  
 SBE:  
 Micro Ent. :  
 Other:

Assigned Measures  
 Set Aside:  
 Selection Factor:  
 Bid Pref.:  
 Goal:  
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Chas DeFelice	954-4315389	-	954-4508084	chas@proenergy.us

**SECTION #7 – ITEMS AWARDED**

Details:

Item #	Description	Qty.	Unit Price
	No Items Awarded		\$

**SECTION #8 – ADDITIONAL NOTES**





# AGENDA MEMORANDUM

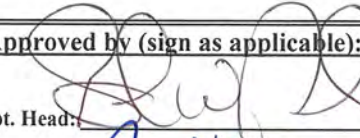
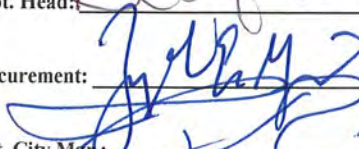

**Meeting Date:** 10/12/2020  
**To:** The Honorable Mayor Billy Bain and Members of the City Council  
**Via:** William Alonso, City Manager/Fin. Director  
**From:** Tom Nash, Public Works Director  
**Subject:** Purchase Order Increase – Petersen Industries

## RECOMMENDATION:

Recommendation by Public Works that Council allow this issuance of an increase to Petersen Industries Purchase Order, as a sole source provider, as there is only one source (proof attached) for the required in an amount not to exceed \$30,000.000 for the hydraulic parts for the cranes, pursuant to Section §31.11 (E)(5) of the City Code.

**DISCUSSION:** Repair the hydraulic parts on the cranes.

**Submission Date and Time:** 9/30/2020 4:21 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: 	Dept./Desc.: <u>City Cranes.</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: 	Account No.: <u>xxx-xxxx-xxx-4510</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ <u>30,000.00</u>
		Total vendor amount: \$ <u>30,000.00</u>



September, 16 2020

City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166

RE: Lightning Loader Parts

To Whom It May Concern:

This letter is to confirm that Petersen Industries sells Lightning Loader parts directly to customers at the factory direct price. Those parts that we manufacture ourselves, which includes most of the parts that make up the loader, are available directly from Petersen and are proprietary parts.

Petersen stocks over \$750,000 worth of parts at the factory. Most parts, with the exception of some larger assemblies, will ship the day the order is received. Our Parts Department is open Mon - Fri from 7:00AM - 4:30PM. Our staff stands by ready to assist.

If you have any questions, please contact James Miller, our Parts Department Manager, at 1-800-930-5623, ext. 240.

Sincerely,

James Miller  
Parts/Service Manager



# AGENDA MEMORANDUM

**Meeting Date:** 10/12/2020  
**To:** The Honorable Mayor Billy Bain and Members of the City Council  
**Via:** William Alonso, City Manager/Fin. Director  
**From:** Tom Nash, Public Works Director  
**Subject:** Blanket Purchase Order – Palmetto Ford Truck

## RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Palmetto Ford Truck, utilizing Miami Dade County under contract # FB-00399 (attached), for the remainder of their contract term, including any extensions through 02/28/2023 in an amount not to exceed \$25,000.00 for parts & repairs on trucks as funds were budgeted in the FY 20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code.

**DISCUSSION:** This is for the purchase of truck & vehicle parts and truck repairs.

Spent in FY: 19/20 \$ 17,128.78

**Submission Date and Time:** 9/30/2020 4:11 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: <u>[Signature]</u>	Dept./ Desc.: <u>All divisions that have vehicles.</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: <u>[Signature]</u>	Account No.: <u>xxx-xxxx-xxx-4510</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u>[Signature]</u>	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u>[Signature]</u>	Amount previously approved: \$ _____
		Current request: \$ <u>25,000.00</u>
		Total vendor amount: \$ <u>25,000.00</u>



**CONTRACT AWARD SHEET  
INTERNAL SERVICES DEPARTMENT**

BID NO.: fb-00399  
 PREVIOUS BID NO.: 5380-6/14-6  
 TITLE: PURCHASE OF OEM AND OE PARTS AND SVCS  
 CURRENT CONTRACT PERIOD: 03/01/2018 THROUGH 02/28/2023  
 TOTAL # OF OTRs: 1  
 CONTRACT AMOUNT: \$72,285,000.00  
 REQUISITION NO.:

**SECTION #1 – APPLICABLE ORDINANCES**

Living Wage: N UAP: Y IG: Y  
 Other Applicable Ordinances: UAP/IG  
 when allowed by funding source

**SECTION #2 – CONTRACT MEASURES**

Local Preference: Y Micro Enterprise: N Full Federal Funding: N Performance Bond: N  
 Small Business Enterprise (SBE): Y PTP Funds: N Partial Federal Funding: N Insurance: Y  
 Miscellaneous:

**SECTION #3 – CONTRACTING OFFICER**

Name : Shantrell Page  
 Phone : 305-375-4708  
 Fax : -  
 Email : Shantrell.Page@miamidadade.gov

**SECTION #4 – BPO INFORMATION**

1. ABCW1800253

Commodity ID	Commodity Name
060	AUTOMOTIVE MAINTENANCE ITEMS AND
Department	Department Allocation
SW*****	\$1,536,000.00
SP*****	\$180,000.00
FR*****	\$8,950,000.00
ID*****	\$46,825,000.00
MT*****	\$2,994,000.00
PD*****	\$90,000.00
PR*****	\$2,600,000.00
WS*****	\$7,200,000.00

2. ABCW1800254

Commodity ID	Commodity Name
060	AUTOMOTIVE MAINTENANCE ITEMS AND
Department	Department Allocation
AV*****	\$1,860,000.00
FR*****	\$50,000.00

City: MIAMI  
 State: FL  
 Zip: 33166  
 FOB Terms: DEST-P  
 Delivery:  
 Payment NET30  
 Terms:  
 Toll Phone: 888-815-1900

Local Vendor:

Certified Vendor

SBE:  
 Micro Ent. :  
 Other:

Assigned Measures  
 Set Aside:  
 Selection Factor:  
 Bid Pref.:  
 Goal:  
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
ROBERT J DOLLAR	305-777-9000	888-815-1900	305-777-9077	BDOLLAR@TRUCKMAX.COM

54. Vendor Name: PALMETTO FORD TRUCK SALES INC  
 DBA: PALMETTO TRUCK CENTER  
 FEIN: 650736564  
 Suffix: 02  
 Street: 7245 NW 36 ST  
 City: MIAMI  
 State: FL  
 Zip: 33166  
 FOB Terms: DEST-P  
 Delivery:  
 Payment NET30  
 Terms:  
 Toll Phone: -

Local Vendor:

Certified Vendor

SBE:  
 Micro Ent. :  
 Other:

Assigned Measures  
 Set Aside:  
 Selection Factor:  
 Bid Pref.:  
 Goal:  
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
David Yglesias	305-5923673	-	-	INFO@PALMETTOTRUCK.COM

55. Vendor Name: SUNBELT HYDRAYLICS & EQUIPMENT INC  
 DBA: SUNBELT WASTE EQUIPMENT  
 FEIN: 650742385  
 Suffix: 02  
 Street: 2201 NW 22ND STREET  
 City: POMPANO BEACH  
 State: FL  
 Zip: 33069  
 FOB Terms: DEST-P  
 Delivery:  
 Payment NET30  
 Terms:  
 Toll Phone: -

Local Vendor:

Certified Vendor

Assigned Measures



# AGENDA MEMORANDUM

**Meeting Date:** 10/12/2020  
**To:** The Honorable Mayor Billy Bain and Members of the City Council  
**Via:** William Alonso, City Manager/Fin. Director  
**From:** Tom Nash, Public Works Director  
**Subject:** Blanket Purchase Order – Auto Zone

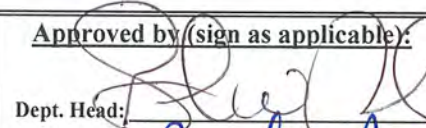
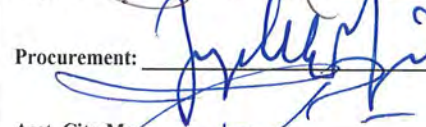
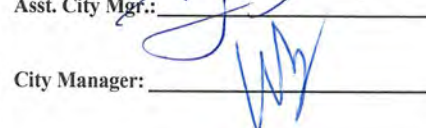

## RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Auto Zone, utilizing National IPA under contract # R170201 (attached), for the remainder of their contract term, including any extensions through 04/30/2021, in an amount not to exceed \$20,000.00 for parts & repairs on trucks as funds were budgeted in the FY 20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code.

**DISCUSSION:** This is for the purchase of truck & vehicle parts and truck repairs.

Spent in FY: 19/20, \$10,813.21

**Submission Date and Time:** 9/29/2020 1:06 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: 	Dept./ Desc.: <u>All divisions that have vehicles.</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: 	Account No.: <u>xxx-xxxx-xxx-4510</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ _____
		Current request: \$ <u>20,000.00</u>
		Total vendor amount: \$ <u>20,000.00</u>



October 30, 2019

Joe Sellers  
Commercial Vice President  
AutoZone Parts, Inc.  
123 South Front Street  
Memphis, TN 38103  
[joe.sellers@autozone.com](mailto:joe.sellers@autozone.com)

Re: Renewal Award of Contract #R170201

Dear Mr. Sellers:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on October 22, 2019, Region 4 ESC is pleased to announce that AutoZone Parts, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on February 23, 2017, and subsequent performance thereafter:

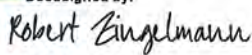
**Contract**

Automotive Parts and Supplies

The contract will expire on April 30, 2021, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Jessica Goforth, at (210) 415-8923 or [jessica.goforth@omniapartners.com](mailto:jessica.goforth@omniapartners.com).

The partnership between AutoZone Parts, Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:  
  
0B1D33BB0130490...

Robert Zingelmann  
Chief Financial Officer, Finance and Operations Services



# AGENDA MEMORANDUM

**Meeting Date:** 10/12/2020  
**To:** The Honorable Mayor Billy Bain and Members of the City Council  
**Via:** William Alonso, City Manager/Fin. Director  
**From:** Tom Nash, Public Works Director  
**Subject:** Nextran - Blanket Purchase Order

## RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Nextran Corporation, utilizing Miami Dade County under contract # FB-00399 (attached), for the remainder of their contract term, including any extensions through 02/28/2023, in an amount not to exceed \$15,000.00 for parts & repairs on trucks as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code.

**DISCUSSION:** This is for the purchase of truck & vehicle parts and truck repairs.

Spent in FY: 19/20 \$ 1,539.42

**Submission Date and Time:** 9/30/2020 4:07 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: <u>[Signature]</u>	Dept./ Desc.: <u>All divisions that have vehicles</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: <u>[Signature]</u>	Account No.: <u>xxx-xxxx-xxx-4510</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u>[Signature]</u>	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ <u>15,000.00</u>
		Total vendor amount: \$ <u>15,000.00</u>





**CONTRACT AWARD SHEET  
INTERNAL SERVICES DEPARTMENT**

BID NO.: fb-00399  
 PREVIOUS BID NO.: 5380-6/14-6  
 TITLE: PURCHASE OF OEM AND OE PARTS AND SVCS  
 CURRENT CONTRACT PERIOD: 03/01/2018 THROUGH 02/28/2023  
 TOTAL # OF OTRs: 1  
 CONTRACT AMOUNT: \$72,285,000.00  
 REQUISITION NO.:

**SECTION #1 – APPLICABLE ORDINANCES**

Living Wage: N UAP: Y IG: Y  
 Other Applicable Ordinances: UAP/IG  
 when allowed by funding source

**SECTION #2 – CONTRACT MEASURES**

Local Preference: Y Micro Enterprise: N Full Federal Funding: N Performance Bond: N  
 Small Business Enterprise (SBE): Y PTP Funds: N Partial Federal Funding: N Insurance: Y  
 Miscellaneous:

**SECTION #3 – CONTRACTING OFFICER**

Name : Shantrell Page  
 Phone : 305-375-4708  
 Fax : -  
 Email : Shantrell.Page@miamidadade.gov

**SECTION #4 – BPO INFORMATION**

1. ABCW1800253

Commodity ID	Commodity Name
060	AUTOMOTIVE MAINTENANCE ITEMS AND
Department	Department Allocation
SW*****	\$1,536,000.00
SP*****	\$180,000.00
FR*****	\$8,950,000.00
ID*****	\$46,825,000.00
MT*****	\$2,994,000.00
PD*****	\$90,000.00
PR*****	\$2,600,000.00
WS*****	\$7,200,000.00

2. ABCW1800254

Commodity ID	Commodity Name
060	AUTOMOTIVE MAINTENANCE ITEMS AND
Department	Department Allocation
AV*****	\$1,860,000.00
FR*****	\$50,000.00

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
ROLANDO COLL	305-592-4944	-	305-477-1943	ROLANDO_COLL@PANTROPIC.COM

39. **Vendor Name:** TIM HALPIN EQUIPMENT CORP  
**DBA:**  
**FEIN:** 592796492  
**Suffix:** 01  
**Street:** 5670 NW 78TH AVENUE  
**City:** DORAL  
**State:** FL  
**Zip:** 33166  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** 800-842-5746

**Local Vendor:**

**Certified Vendor**

**SBE:**

**Micro Ent. :**

**Other:**

**Assigned Measures**

**Set Aside:**

**Selection Factor:**

**Bid Pref.:**

**Goal:**

**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
TIMOTHY S HALPIN	305-591-3164	800-842-5746	305-592-1732	TSHALPIN@AOL.COM

40. **Vendor Name:** NEXTRAN CORPORATION  
**DBA:** NEXTRAN TRUCK CENTER MIAMI  
**FEIN:** 593139839  
**Suffix:** 01  
**Street:** 6801 NW 74 AVENUE  
**City:** MIAMI  
**State:** FL  
**Zip:** 33166  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET30  
**Terms:**  
**Toll Phone:** 800-964-6225

**Local Vendor:**

**Certified Vendor**

**SBE:**

**Micro Ent. :**

**Other:**

**Assigned Measures**

**Set Aside:**

**Selection Factor:**

**Bid Pref.:**

**Goal:**

**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
FRANCISCO BLANCO, GEN. MGR.	305-883-8506	800-964-6225	305-883-5125	FBLANCO@NEXTRANCORP.COM

41. **Vendor Name:** ENVIRONMENTAL PRODUCTS GROUP INC  
**DBA:**  
**FEIN:** 593757718



# AGENDA MEMORANDUM

**Meeting Date:** 10/12/2020  
**To:** The Honorable Mayor Billy Bain and Members of the City Council  
**Via:** William Alonso, City Manager/Fin. Director  
**From:** Tom Nash, Public Works Director  
**Subject:** Grainger - Blanket Purchase Order

## RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Grainger, utilizing Miami Dade County under contract # 7963-1/22-1 (attached), for the remainder of their contract term, including any extensions through 08/31/2022, in an amount not to exceed \$25,000.00, for the purchase of various stock items as funds were budgeted in the FY 20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code.

**DISCUSSION:** To purchase various stock items as needed for all PW Departments.

Spent in FY 19/20: \$ 6,360.33

**Submission Date and Time:** 9/29/2020 1:50 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: <u>[Signature]</u>	Dept./ Desc.: <u>Public Works</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: <u>[Signature]</u>	Account No.: <u>All Accounts</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgt.: <u>[Signature]</u>	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ <u>25,000.00</u>
		Total vendor amount: \$ <u>25,000.00</u>



**CONTRACT AWARD SHEET  
INTERNAL SERVICES DEPARTMENT**

BID NO.: 7963-1/22-1  
 PREVIOUS BID NO.:  
 TITLE: BUILDING MATERIALS - PRE-QUALIFICATION  
 CURRENT CONTRACT PERIOD: 09/01/2017 THROUGH 08/31/2022  
 TOTAL # OF OTRs: 1  
 CONTRACT AMOUNT: \$21,989,600.00  
 REQUISITION NO.:

**SECTION #1 – APPLICABLE ORDINANCES**

Living Wage: N UAP: N IG: N  
 Other Applicable Ordinances:

**SECTION #2 – CONTRACT MEASURES**

Local Preference: N Micro Enterprise: N Full Federal Funding: N Performance Bond: N  
 Small Business Enterprise (SBE): N PTP Funds: N Partial Federal Funding: N Insurance: N  
 Miscellaneous:

**SECTION #3 – CONTRACTING OFFICER**

Name : Mary Hammett  
 Phone : 305-375-5471  
 Fax : -  
 Email : Mhammet@miamidade.gov

**SECTION #4 – BPO INFORMATION**

1. ABCW1700363

Commodity ID	Commodity Name
998-19	SALE OF BUILDERS SUPPLIES
906-98	BUILDING BETTER COMMUNITIES CONST PROJEC

Department	Department Allocation
AD*****	\$70,000.00
PE*****	\$84,233.72
PR*****	\$4,076,141.84
SP*****	\$725,000.00
SW*****	\$480,739.96
WS*****	\$4,649,208.00
AV*****	\$810,950.55
CO*****	\$827,000.00
CR*****	\$531,989.67
CT*****	\$19,900.00
CU*****	\$85,000.00
FR*****	\$676,537.03
GI*****	\$100.00
ID*****	\$2,050,000.00
MT*****	\$1,518,933.08
PD*****	\$262,000.00
VZ*****	\$1,353.73

Payment Terms: NET45  
 Toll Phone: -

Local Vendor:

Certified Vendor

SBE:  
 Micro Ent. :  
 Other:

Assigned Measures  
 Set Aside: Bid Pref.:  
 Selection Factor: Goal:  
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Melinda Singh	954-9858100	-	-	msingh@colonyhardware.com

12. Vendor Name: BEARING DISTRIBUTORS INC.

DBA:  
 FEIN: 340089320  
 Suffix: 01  
 Street: 2121 NW 65TH AVE  
 City: MIAMI  
 State: FL  
 Zip: 33159  
 FOB Terms: DEST-P  
 Delivery:  
 Payment Terms: NET30  
 Toll Phone: -

Local Vendor:

Certified Vendor

SBE:  
 Micro Ent. :  
 Other:

Assigned Measures  
 Set Aside: Bid Pref.:  
 Selection Factor: Goal:  
 Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Fred Osorio	786-5709428	-	305-8760004	miami@bdi-usa.com

13. Vendor Name: W W GRAINGER INC

DBA: GRAINGER  
 FEIN: 361150280  
 Suffix: 01  
 Street: 2255 NW. 89TH PLACE  
 City: MIAMI  
 State: FL  
 Zip: 33172  
 FOB Terms: DEST-P  
 Delivery:  
 Payment Terms: NET45  
 Toll Phone: -

Local Vendor:

Certified Vendor

SBE:  
 Micro Ent. :  
 Other:

Assigned Measures  
 Set Aside: Bid Pref.:  
 Selection Factor: Goal:  
 Vendor Record Verified?

Contact Details



# AGENDA MEMORANDUM

**Meeting Date:** 10/12/2020

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

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

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

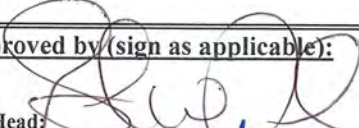
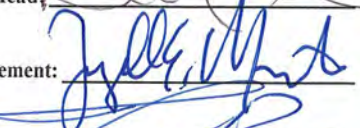


**Subject:** The Parts House "TPH"- Blanket Purchase Order

**RECOMMENDATION:**

Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to The Parts House - TPH, utilizing Miami Dade County under contract # FB-00399 (attached), for the remainder of their contract term, including any extensions through 02/28/2023, in an amount not to exceed \$30,000.00 for parts & repairs on trucks as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code.

**DISCUSSION:** This is for the purchase of truck & vehicle parts and truck repairs.

**Submission Date and Time:** 9/30/2020 5:34 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: 	Dept./ Desc.: <u>All divisions that have vehicles.</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: 	Account No.: <u>xxx-xxxx-xxx-4510</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ _____
		Current request: \$ <u>30,000.00</u>
		Total vendor amount: \$ <u>30,000.00</u>



**CONTRACT AWARD SHEET  
INTERNAL SERVICES DEPARTMENT**

BID NO.: fb-00399  
 PREVIOUS BID NO.: 5380-6/14-6  
 TITLE: PURCHASE OF OEM AND OE PARTS AND SVCS  
 CURRENT CONTRACT PERIOD: 03/01/2018 THROUGH 02/28/2023  
 TOTAL # OF OTRs: 1  
 CONTRACT AMOUNT: \$72,285,000.00  
 REQUISITION NO.:

**SECTION #1 – APPLICABLE ORDINANCES**

Living Wage: N UAP: Y IG: Y  
 Other Applicable Ordinances: UAP/IG  
 when allowed by funding source

**SECTION #2 – CONTRACT MEASURES**

Local Preference: Y Micro Enterprise: N Full Federal Funding: N Performance Bond: N  
 Small Business Enterprise (SBE): Y PTP Funds: N Partial Federal Funding: N Insurance: Y  
 Miscellaneous:

**SECTION #3 – CONTRACTING OFFICER**

Name : Shantrell Page  
 Phone : 305-375-4708  
 Fax : -  
 Email : Shantrell.Page@miamidadade.gov

**SECTION #4 – BPO INFORMATION**

1. ABCW1800253

Commodity ID	Commodity Name
060	AUTOMOTIVE MAINTENANCE ITEMS AND
Department	Department Allocation
SW*****	\$1,536,000.00
SP*****	\$180,000.00
FR*****	\$8,950,000.00
ID*****	\$46,825,000.00
MT*****	\$2,994,000.00
PD*****	\$90,000.00
PR*****	\$2,600,000.00
WS*****	\$7,200,000.00

2. ABCW1800254

Commodity ID	Commodity Name
060	AUTOMOTIVE MAINTENANCE ITEMS AND
Department	Department Allocation
AV*****	\$1,860,000.00
FR*****	\$50,000.00

Suffix: 03  
 Street: 2525 CLARCONA ROAD  
 City: APOPKA  
 State: FL  
 Zip: 32703  
 FOB Terms: DEST-P  
 Delivery:  
 Payment: NET30  
 Terms:  
 Toll Phone: 800-7223559

Local Vendor:

Certified Vendor

SBE:

Micro Ent. :

Other:

Assigned Measures

Set Aside:

Selection Factor:

Bid Pref.:

Goal:

Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
JEFFREY H HAASE	407-7980004	800-7223559	407-7980014	JHAASE@EPOFC.COM

42. Vendor Name: TPH ACQUISITION LLLP  
 DBA: PARTS HOUSE  
 FEIN: 611436406  
 Suffix: 01  
 Street: 13230 NW 45th Avenue  
 City: OPA LOCKA  
 State: FL  
 Zip: 33054  
 FOB Terms: DEST-P  
 Delivery:  
 Payment: NET30  
 Terms:  
 Toll Phone: -

Local Vendor:

Certified Vendor

SBE:

Micro Ent. :

Other:

Assigned Measures

Set Aside:

Selection Factor:

Bid Pref.:

Goal:

Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Albert A Montaner	786-2825912	-	305-6254486	amontaner@thepartshouse.com

43. Vendor Name: MOTION INDUSTRIES INC.  
 DBA: Hydraulic Supply Company  
 FEIN: 630251578  
 Suffix: 03  
 Street: 7202 NW 25th Street  
 City: MIAMI  
 State: FL  
 Zip: 33122  
 FOB Terms: DEST-P  
 Delivery:  
 Payment: NET30  
 Terms:  
 Toll Phone: -



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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC. ON BEHALF OF THE CITY OF MIAMI SPRINGS POLICE OFFICERS AND SERGEANTS COLLECTIVE BARGAINING UNIT COVERING FISCAL YEARS 2020–2021 THROUGH 2022–2023; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Florida State Lodge Fraternal Order of Police, Inc. (the “FOP”) represents a collective bargaining unit (“CBU”) consisting of the City of Miami Springs’ (the “City”) sworn police officers and sergeants; and

**WHEREAS**, the most recent collective bargaining agreement between the City and the FOP containing the terms and conditions of employment of the CBU ended at the conclusion of fiscal year 2019-2020; and

**WHEREAS**, the City and the FOP negotiated during fiscal year 2019-2020 and reached mutually acceptable terms for a new collective bargaining agreement for fiscal years 2020-2021 through 2022-2023, which is attached hereto as Exhibit “A” (the “CBA”); and

**WHEREAS**, the CBU held a meeting and a majority voted to ratify the CBA; and

**WHEREAS**, the City’s administration has recommended that the City Council approve the CBA and authorize the City Manager to execute same; and

**WHEREAS**, the Mayor and City Council find that approval of the CBA is in the best interest of the City.

**WHEREAS**, the City Council finds that this Resolution is in the best interest 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 the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Approval.** That the Collective Bargaining Agreement between the City of Miami Springs and the Florida State Lodge Fraternal Order of Police, Inc., attached hereto as Exhibit "A", is approved.

**Section 3. Authorization.** That the City Council authorizes the City Manager to execute the Collective Bargaining Agreement in the form attached hereto as Exhibit "A."

**Section 4. Effective Date.** That this Resolution shall be effective immediately upon 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 Jaime Petralanda	_____
Councilman Bob Best	_____
Councilman Walter Fajet	_____
Councilwoman Maria Puente Mitchell	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED this 12<sup>th</sup> day of October, 2020.

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

ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

*AN AGREEMENT*

*BETWEEN*

*THE CITY OF MIAMI SPRINGS*

*AND*

*FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.*

Effective October 1, 2020 and continuing

until September 30, 2023

## INDEX

	<u>PAGE NO.</u>
PREAMBLE	1
<b>ARTICLE</b>	
1 RECOGNITION	2
2 NO STRIKE	3
3 EMPLOYER RIGHTS	4
4 NON-DISCRIMINATION	6
5 DUES CHECK-OFF	7
6 FOP REPRESENTATIVES	8
7 SERVICES TO THE FOP	9
8 SHIFT EXCHANGE AND SUBSTITUTIONS	10
9 APPOINTMENTS AND PROMOTIONS	11
10 LATERAL HIRES	14
11 OFF DUTY WORK	15
12 SENIORITY AND LAY OFF	18
13 PROTECTION; EMPLOYEES ACTION WITHIN SCOPE OF AUTHORITY	19
14 AWARDS	20
15 SAVINGS CLAUSE	21
16 LETTERS OF REPRIMAND	22
17 GRIEVANCE AND ARBITRATION PROCEDURE	23
18 UNIFORM MAINTENANCE ALLOWANCE	28
19 HOURS OF WORK	31

20	CALL IN, CALL BACK, AND COURT TIME	33
21	FOP BUSINESS	35
22	MILEAGE ALLOWANCE	36
23	POLICE STANDARDS OF OPERATION	37
24	HOLIDAYS	43
25	USE OF VACATION	44
26	WAGES AND LONGEVITY	45
	APPENDIX A	46
	APPENDIX B	47
27	PHYSICAL EXAMINATION AND EMPLOYEE SAFETY	48
28	INSURANCE	49
29	PREMIUM PAY	51
30	ACTING RANKS	53
31	LABOR MANAGEMENT COMMITTEE	54
32	CONFIDENTIAL RECORDS	55
33	RETIREMENT PLAN	56
34	EDUCATIONAL ASSISTANCE	59
35	SICK LEAVE	60
36	BEREAVEMENT LEAVE	63
37	PROBATIONARY PERIOD	64
38	TOXICOLOGY AND ALCOHOL TESTING	65
39	TERM OF AGREEMENT AND REOPENERS	68
	SIGNATORY PROVISION	69

## **PREAMBLE**

THIS AGREEMENT is entered into by the City of Miami Springs, Florida, hereinafter referred to as the “City,” and the Florida State Lodge Fraternal Order of Police Inc. hereinafter referred to as the “FOP,” for the purpose of promoting harmonious relations between the City and the FOP, to establish an orderly and prompt procedure to settle differences which might arise, to insure continuation of normal activities and departmental operations, and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work, and all other conditions of employment.

## **ARTICLE 1. RECOGNITION**

The City hereby recognizes the FOP as the collective bargaining agent for included Sworn law enforcement personnel of the Miami Springs Police Department in the ranks of patrolman, detective, and sergeant. Excluded all other employees of the City of Miami Springs as to wages, hours and all other terms and conditions of employment.

As certified by the Public Employees Relations Commission under PERC #1841.

## **ARTICLE 2. NO STRIKE**

There will be no strikes, work stoppages, picket lines, slow downs, boycotts or concerted failure or refusal to perform assigned work by the Employees or the FOP and there will be no lockouts by the City for the duration of this Agreement. The FOP supports the City fully in maintaining normal operations.

Any employee who participates in or promotes a strike, work stoppage, picket line, slow down, boycott or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City in accordance with the City personnel rules in effect at the signing of this Agreement and only the question of whether he did, in fact, participate in or promote such action shall be subject to grievance and arbitration procedure.

It is recognized by the parties that they are responsible for and engaged in activities which are the basis of the health and welfare of the citizens and that any violation of this section could give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section, the City or the FOP shall be entitled to seek and obtain immediate injunctive relief; provided, however, it is agreed that the FOP shall not be responsible for any act alleged to constitute a breach of this section if neither the FOP nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the FOP and its FOP officers have used every reasonable means to prevent or terminate such action.



### **ARTICLE 3. EMPLOYER RIGHTS**

A. The Employee Organization and the bargaining unit employees recognize that the City has the exclusive right to manage and direct the City of Miami Springs Police Department. Accordingly, the City specifically, but, not by way of limitation, retains the sole right to manage its operations and direct the working force, including the rights to decide the number and location of stations, staffing, the method of service, the schedule of work time; to contract and sub-contract existing and future work to determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; to maintain order and efficiency in its stations and locations; to curtail or discontinue, temporarily or permanently, in whole or in part, operations whenever in the opinion of the Employer good business judgment makes such curtailment or discontinuance advisable; to hire, fire, lay off, assign, transfer, promote and determine the starting and quitting time; and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes when necessary.

B. The Employer retains the sole right to discipline, suspend and discharge employees for just cause, including violations of any of the terms of this Agreement.

C. The above rights of the Employer are not all inclusive but indicate the type of matters or rights which belong to and are inherent to the Employer in its capacity as management of the City of Miami Springs. Any of the rights, powers and authority the Employer had prior to entering this collective bargaining agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. Those inherent and common law management functions and prerogatives which the Employer has not expressly modified or restricted

by a specific provision in this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of the rights and opportunity are set forth in the Agreement. Therefore, the Employer and the FOP for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to, or covered, in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, unless otherwise provided in this Agreement.

#### **ARTICLE 4. NON-DISCRIMINATION**

The City and the FOP agree not to interfere with the rights of employees covered by this Agreement to become members of the FOP, and there shall be no discrimination, interference, restraint or coercion by the City or the FOP against any officer because of FOP membership or non-membership, or because of race, creed, color, sex or national origin. Any claim of discrimination against the City shall not be arbitrable under this Agreement, but shall be subject to the method of review prescribed by law or regulation having the force and effect of law. Further, it is acknowledged and agreed that any residual wording, or reference, to only one sex, or gender, shall be construed to mean and included all covered employees, both male and female.

## **ARTICLE 5. DUES CHECK-OFF**

Upon receipt of a voluntary written individual notice from any of its employees covered by this Agreement, on a form provided by the FOP, the City will deduct from the pay due such employee those dues and regular assessments required to retain FOP membership. Such authorization is revocable upon 30 days written notice by the employee.

The FOP agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments, brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

City shall transmit said dues to the FOP at 242 Office Plaza, Tallahassee, FL 32301 along with a list of names.

## **ARTICLE 6. FOP REPRESENTATIVES**

Two (2) members of the FOP and an alternate shall be granted time off without loss of pay to attend negotiation sessions, mutually set, to renegotiate this Agreement.

The City agrees to recognize three (3) FOP representatives appointed by the FOP excluding the state FOP staff representative, whose duties shall be to process grievances from members of the bargaining unit, and from time to time, through existing police department chain of command, bring to attention of the Chief conditions of mutual concern. It is agreed and understood by the parties that these three (3) FOP representatives may spend up to a total of ten (10) hours, collectively, per quarter, without loss of pay, with the prior approval of their supervisor, for the purpose of conducting FOP business. The supervisor's approval shall not be unreasonably withheld, but shall consider the operational requirements of the Department and the City.

The City agrees to allow the FOP and its representatives, whether State, Regional or National, reasonable access to the City Council meeting room for the conducting of FOP business when that room is not in normal use. The City will permit the said credited representatives of the FOP to have this reasonable access to the meeting room of the City at any time when not previously scheduled for another use during working hours to conduct FOP business, with prior approval of the Chief of Police and prior scheduling with the City Clerk. The FOP agrees not to use this access for the purpose of soliciting members.

## **ARTICLE 7. SERVICES TO THE FOP**

A. The City will furnish the FOP with sufficient Bulletin Board space for up to four (4) FOP notices, size “8 1/2 x 14” in the Squad Room. All notices shall be approved by the Chief or Acting Chief prior to posting.

B. The City agrees to provide one covered copy of this Collective Bargaining Agreement for each member of the bargaining unit within a reasonable amount of time after final ratification of the Agreement.

## **ARTICLE 8. SHIFT EXCHANGE AND SUBSTITUTIONS**

Wherever feasible, excepting normal shift changes or replacement of personnel off duty, the City will notify the employee at least two (2) weeks in advance of any contemplated change in an employee's status, e.g., transfer, reassignment or change of shift. The employee may waive advance notice without violating this Article. Upon application to the Chief of Police, shift exchanges, for the purpose of attendance at advance schools and college courses, will be arranged provided:

A. It is voluntary and only for the requesting employee's benefit; but shall not interfere with operation of the department or result in any additional payroll costs to the City.

B. A fellow officer of like rank and qualifications volunteers for the exchange; and the substitution time, between the two employees, is returned to the second party employee within ten (10) months from the date worked.

C. It is requested and approved sufficiently in advance so as not to work a hardship on either officer or the City.

D. For such voluntary and approved substitutions, the hours involved in the shift exchange trading of time between employees, as provided in Fair Labor Standards (FLSA), are not additional payroll hours for either employee; and do not increase any overtime over the amounts the employees would have otherwise been due if the substitution had not taken place.

## **ARTICLE 9. APPOINTMENTS AND PROMOTIONS**

A. Whenever a promotional vacancy exists in a Sergeant position, the City shall endeavor to fill said vacancy within a reasonable time from a valid eligibility list, if the City Manager determines that appropriate funds are available and that there is an operational need to fill such vacancy.

B. The City will announce promotional examinations not less than sixty (60) calendar days prior to the examination date. A reference list of source material and general area of concentration will be released at the same time as the examination announcement. The City will ensure the existence and availability of the source (reference) books and materials to eligible candidates at City expense, not to exceed seven (7) copies of each source. Such books and materials are the property of the City and will be housed in the Police Department. Eligible candidates, on a first come basis, will sign out any such materials and will be responsible for their return to the Department prior to the date of the examination.

C. The examination will consist of two (2) parts:

1. A WRITTEN examination worth 65% of total score;
2. An ORAL examination worth 35% of total score; all candidates will be required to complete both parts of the examination. A rounded combined score of 70% will be deemed passing. Candidates, only then, will be eligible to receive an addition of one (1) point for each full year of service, up to a maximum of ten (10) points to be added to their passing score. Their names will then be placed on an eligibility list in rank order of score including service points. If a candidate with a rounded score is tied with another candidate, the candidate with the higher raw



score shall be ranked higher on the Eligibility List. The City will take all steps to ensure that promotional examinations are properly validated. A Candidate scoring 69.9 will receive an additional .1 point, thereby rounding that Candidate to a score of 70. Any Candidate scoring between 69.5 and 69.9 will also receive an additional .1 point to his/her score. Example: Candidate A scores a 69.9 and is rounded up to a score of 70. Candidate B scores a 69.6; Candidate B is rounded up to 69.7.

Eligibility lists shall be valid for one (1) year. The Eligibility List may be used for an additional year upon authorization of the City Manager, although no list may be used for more than two (2) years. At the time a new promotional examination is given, all eligible candidates desiring to be on the new list must take the new examination. No employee will be placed on the new list as a result of a previous test score. All candidates will be notified of their test scores; only passing scores will be listed on the eligibility list.

D. Employees shall be eligible to take a promotional examination for SERGEANT having a minimum of three (3) years continuous employment as POLICE OFFICER with the City. Cut-off date to meet the minimum eligibility will be seven (7) calendar days prior to the date of the examination.

E. It is understood and agreed that this Agreement has absolutely no bearing or effect whatsoever on the positions of LIEUTENANT or CAPTAIN, and in no way restricts, controls or governs the City's inherent power to manage those groups not covered by this Agreement, to set staffing levels, or to fill or not fill vacancies of LIEUTENANT, CAPTAIN and/or the CHIEF OF

POLICE. It is agreed, however, that an employee may take a promotional examination for LIEUTENANT only after two (2) years in continuous rank of SERGEANT with the City.

## **ARTICLE 10. LATERAL HIRES**

The Union understands and agrees that the City may hire employees and slot them into the salary schedule (attachment A to this Agreement) as follows: Individuals who have between two (2) and four (4) years of full-time law enforcement experience may start at Step 2 of the salary schedule; individuals who have between four (4) years and six (6) years of full-time law enforcement experience may start at Step 3 of the salary schedule; and individuals who have between six (6) or more years of full-time law enforcement experience may start at Step 4 of the salary schedule. The aforesaid years of law enforcement shall be utilized solely for purpose of placing individuals into the appropriate steps in the salary schedule, and shall have no impact on bargaining unit seniority.

## **ARTICLE 11. OFF DUTY WORK**

A. It is agreed there will be a good faith effort to insure that voluntary, authorized off duty work is compensated for at not less than the Dade County Public Safety Department established off duty rate, as approved by the Chief of Police. This approved rate shall be used only for off duty work that is clearly not “joint employment” under the Federal Fair Labor Standards Act (FLSA) and the Rules and Regulations of the U.S. Department of Labor.

B. Compensation for off duty work of a “joint employment” law enforcement nature shall be worked, at such other employer’s expense, at not less than \$50.00 per hour for Patrol Officers, and \$56.00 per hour for Sergeants.

C. The City will guarantee to make a good faith effort to require that an off duty police officer be hired whenever there is private contractor construction requiring the blocking of traffic on a street over which it has municipal control and jurisdiction. If the work being performed by the private contractor is being done and paid for by the City, reasonable judgment shall be used by Police Administration to determine the need for such off duty work. Off duty compensation shall be as specified for “joint employment” in preceding paragraph “B.”

D. Except as specifically provided by preceding paragraph “B” or “C,” it is agreed there shall not be any arrangement for off duty police work, either paid or unpaid, or any other law enforcement secondary employment constituting or creating “joint employment,” or likely to be defined or classified as such, without full disclosure by FOP or member-employee, and prior specific approval by the Chief or Police and City Manager in addition to the management and

public interest reasons for this provision, an additional purpose is to require and exercise due diligence to insure that employee off duty work which creates, or results in, off shift “joint employment” police work be properly compensated, as provided in paragraph “B,” and covered under paragraph “E.”

E. Any employee who may suffer an “on-the-job injury,” while working authorized police-related off duty “joint employment” and acting in the scope of his law enforcement authority and regular employment, shall be entitled to the same benefits as if injured in the same manner while on duty in regular police officer employment.

F. No member of the Department will be allowed off duty police employment that is detrimental to the Department goals or will impair the efficiency of an employee in the performance of his police duties. Each employee is held strictly responsible for ensuring that he is fully fit to perform his duties when reporting to work for the Department. Employees will not engage in activities of any nature where they would be hindered in performing their departmental duties. Officers shall not work:

1. In any employment or in any location which will tend to bring the Department in disrepute or to reduce his efficiency or usefulness as a member-employee thereof.
2. In any employment requiring any affiliations, membership or allegiance tending to influence his conduct in a manner inconsistent with the proper discharge of his duties as a police officer, or his responsibility to the Department or the public interest.
3. In any business where the manufacture, transportation, sale or serving of liquor is a principal commercial basis of the business, except as provided in State Law (F.S. 561.25 and other provisions) and approved by the Chief of Police.

4. In any employment requiring the services of civil process or the collection of debts.

5. On investigations or other work in which he may avail himself of his access to police information, records, files or correspondence.

6. For any other municipality or political sub-division of the State or Federal government, except by the express permission of the City Manager.

7. In excess of sixteen (16) hours per week, inclusive of approved outside employment, excepting while on vacation leave. Any hours exceeding the maximum will require specific approval of the respective division commander.

8. In any off duty position while on sick leave, injured on duty status, on "light duty" or when disciplinary action is in effect. Also no officer will be permitted off duty employment within 24 hours of the end of the shift of a day taken as sick leave.

G. Except and unless authorized in advance for a specific event, or for a specific day or group of days, no City vehicle, motorcycle or K-9 dog shall be used in off duty employment. Any member-employee request for an exception, or specific period waiver, shall be made by written memorandum submission and shall not be approved without authorization from the Chief of Police and City Manager, or designated personnel acting on their behalf, with exception for funeral escort use when approved by the Uniform Division Commander or Chief of Police.

## **ARTICLE 12. SENIORITY AND LAY OFF**

Seniority shall consist of continuous accumulated paid service with the City, and shall be computed from the date of appointment. Seniority shall accumulate during absence because of illness, injury, vacation, military leave or other authorized leave. Seniority shall be a factor in determining the following matters:

A. Vacations for each calendar year shall be drawn by employees on the basis of departmental seniority within rank and duty assignments.

B. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is to be laid off who has advanced to his present classification from a lower classification in which he held a permanent appointment shall be given a position in a lower classification in the same department. His seniority in the lower classification shall be established according to the date of his permanent appointment to that classification.

Employees shall be called back from layoff according to the seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification in which there are employees currently on lay off status until all employees on lay off status in that classification have had an opportunity to return to work; however, the City is under no obligation to call back from lay off any employee who has been on lay off for over two (2) years.

**ARTICLE 13. PROTECTION: EMPLOYEES ACTING WITHIN SCOPE OF AUTHORITY**

Under the conditions and provisions set forth in Florida Statutes § 111.065 and § 111.07, except for an officer under active investigation and suspension with pay pending probable disciplinary action or an officer terminated for cause, the City, or an insurance carrier or self-insurance fund on its behalf, will automatically undertake: (1) the legal defense of any member-employee against civil actions (arising out of actions in line of duty and in the scope of employment or function) unless, in the case of tort action, the officer acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property; and (2) will file proper and appropriate countersuits, as determined proper and appropriate by the City Attorney, or special counsel, and authorized by the City Council. Said defense will cease upon the first judicial finding of gross negligence or misconduct, and any further legal representation would be only upon the recommendation of the City Attorney, or special counsel, and authorization of the City Council, in each successive instance of a judicial determination subsequent to the first trial court decision.



## **ARTICLE 14. AWARDS**

A program has been established to formally award Miami Springs Police Department employees or units for specific heroic acts, meritorious service, attainment of an extraordinarily high standard of proficiency in a critical skill achieved in a public safety endeavor, or for an act which results in the betterment of law enforcement. Individual Awards:

The following awards require review by the Awards Committee and approval by the Chief of Police:

1. Medal of Valor
2. Exceptional Service Award
3. Employee Excellence Award
4. Officer of the Month
5. Officer of the Year

A plaque, commendation letter, and/or medal, as appropriate, will be awarded to the recognized officer/employee.

## **ARTICLE 15. SAVING CLAUSE**

All formal benefits heretofore uniformly and continuously enjoyed by all the employees which are not specifically provided for or abridged by the collective bargaining agreement shall continue under conditions which they have been granted by the laws of the State of Florida, Ordinances of Miami Springs, or Personnel Rules and Regulations of Miami Springs; specifically provided, however, that any such benefits may be changed at any time by mutual agreement.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of this agreement shall remain in full force and effect during the term.

## **ARTICLE 16. LETTERS OF REPRIMAND**

A. Employees shall have the right to inspect and copy any letter of reprimand which is placed in the employee's personnel file as the result of supervisory action.

B. Any employee receiving a letter of reprimand from a supervisor may file a written response thereto within a reasonable time after the issuance of the letter of reprimand. At the employee's request, any such written response shall be included in the employee's personnel file together with the letter of reprimand.

C. Letters of reprimands shall not be challenged through the Grievance Procedure described in Article 16, but shall be appealed to the City Manager, or Acting City Manager in his/her absence, whose decision shall be final. Upon the employee's request, the Manager shall meet to discuss said appeal. The employee may be accompanied by an FOP Representative.

## **ARTICLE 17. GRIEVANCE & ARBITRATION PROCEDURE**

A. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement. Definitions: A grievance within the meaning of this contract shall consist of a dispute about alleged violations or misapplications of particular clauses of this Agreement and about alleged violations of this Agreement. Only the Union may file a grievance on behalf of a member of the bargaining unit, a group of members of the bargaining unit, or the Union itself.

B. Every effort will be made by the parties to settle any grievance as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, his grievance shall be considered conclusively abandoned. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step.

C. To simplify the grievance procedure and the calculation of time periods material hereto, "days" shall mean calendar days.

D. Grievances shall be presented in the following manner:

**Step 1:** The aggrieved employee shall discuss the grievance with his immediate supervisor within ten (10) days of the occurrence or event which gave rise to the grievance. However, if such employee is on an authorized leave of absence at the time of the occurrence or event which gave rise to the grievance, the ten (10) day period shall not begin to run until such leave expires. The FOP Representative may be present to represent the employee if the employee desires his presence. The immediate supervisor may attempt to adjust the matter

and shall respond to the employee within ten (10) days after such discussion. If the employee's immediate supervisor is the Division Commander, the employee shall, notwithstanding Step 2, first discuss the grievance with the Division Commander in accordance with Step 1. If, in the case in which the employee's immediate supervisor is the Division Commander, the grievance is not satisfactorily resolved within the time limits set forth in Step 1, then such employee shall next proceed in accordance with Step 2.

**Step 2:** If the grievance is not satisfactorily resolved in Step 1, the aggrieved employee and the FOP representative, shall reduce the grievance to writing on the standard form provided by the City for this purpose and present such written grievance to his Division Commander within ten (10) days from the time the immediate supervisor's response was due in Step 1. The Division Commander shall meet with the employee and the FOP representative, within ten (10) days after timely presentation of the written grievance to the Division Commander. Notice of the meeting shall be given to the FOP prior to this meeting set forth in the following steps. The Division Commander shall within ten (10) days after presentation of the written grievance to him (or such longer period of time as is mutually agreed upon), render his decision on the grievance in writing.

**Step 3:** Any grievance which was referred to the Division Commander and was not satisfactorily settled shall next be taken up with the Chief of Police. Such grievance shall be presented to the Chief of Police in writing within ten (10) days after the Division Commander's response was due in Step 2. The Chief of Police shall, within ten (10) days after presentation of the grievance to him (or such longer period of time as is mutually agreed upon), render his decision on the grievance in writing.

**Step 4:** If the grievance has not been satisfactorily resolved in Step 3, the employee, with or without the FOP representative, may present a written appeal to the City Manager within ten (10) days from the time the response was due in Step 3. The City Manager, or his designee, shall meet with the employee and the FOP representative, if the employee wishes him present, within ten (10) days after the employee presents him with the written appeal. The City Manager, or his designee, shall respond in writing ten (10) days from the date of the meeting. Such appeal shall only be accomplished by the filing of a copy of the original written grievance by the employee, or by the representative, requesting that the Chief of Police's decision be reversed or modified.

E. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the Grievance Procedure, within the time limits provided for the submission of a grievance in Step 1 and signed by the FOP representative on their behalf. All grievances must be processed within the time limits herein provided unless extended by mutual agreement in writing.

F. In the event a grievance processed through the grievance procedure has not been resolved at Step 4 above, either the FOP or the City may request that the grievance be submitted to arbitration within fifteen (15) days after the City Manager, or his designee, renders a written decision on the grievance. The arbitrator may be any impartial person mutually agreed upon by and between the parties. However, in the event the parties are unable to agree upon said impartial arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh (7th), which will give a neutral or impartial arbitrator.

G. The City and the FOP shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement, or which is not specifically covered by the Agreement, nor shall this collective bargaining agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as specifically provided herein. The arbitrator may not issue declaratory or advisory opinions and shall confine himself exclusively to the question which is presented to him which question must be actual and existing. The arbitrator shall have the authority to provide an appropriate remedy for any violation of this Agreement, subject to all terms and conditions stated in this Article.

H. Consistent with the provisions of the Florida Public Employees Relations Act, F.S. Chapter 447, it is mutually acknowledged and agreed that this collective bargaining agreement shall be administered within the amounts initially appropriated by the City Council for funding of the collective bargaining agreement. Accordingly, and notwithstanding any other provision of this collective bargaining agreement, the arbitrator shall have no authority, power, or jurisdiction to construe any provision of law, statute, ordinance, resolution or regulation or provision of this collective bargaining agreement to result in, obligate or cause the City to have to bear any expense,

debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially appropriated and approved by the City Council for the funding of this collective bargaining agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

I. The compensation and expenses of the arbitrator shall be borne by the losing party. In the event of a compromise award, such costs shall be borne equally by the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost.

J. The parties shall make their choice of the impartial arbitrator within five (5) days after receipt of the panel from the Federal Mediation and Conciliation Service. Copies of the arbitrator's award made in accordance with the jurisdiction and authority under this Agreement shall be furnished to both parties within thirty (30) days of the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

K. No part-time, temporary, or probationary employee shall be entitled to utilize the grievance and arbitration procedures set forth in this collective bargaining agreement. But those people, as described in this paragraph, shall have the right to a fair and equitable grievance procedure.

L. The grievance and arbitration procedure shall be exclusive to the FOP. Therefore, subject to Sections 447.301 and 447.401, Florida Statutes or other applicable laws, no bargaining unit member may file a grievance or request arbitration without the written authorization from the Union. The arbitration shall be conducted under the rules set forth in this agreement.



## **ARTICLE 18. UNIFORM MAINTENANCE ALLOWANCE**

A. (1) Employees in the uniform division will receive a monthly allowance of \$45.00 for the cleaning and repairing of uniforms; allowance to be paid in quarterly installments.

(2) Bargaining unit employees shall be entitled to make application for reimbursement up to Three Hundred (\$300.00) Dollars each fiscal year. First year officers shall not be eligible to make application for such qualified purchase reimbursement prior to satisfactory completion of their probationary period. Further, whenever an employee is transferred into, or from, the uniform division on a "permanent" basis by official personnel action, the annual maximum reimbursement amount for the fiscal year period shall be prorated on a weekly basis for the portion of the year assigned to the division, and employees transferred out of the uniform division shall have thirty (30) days to make application for reimbursement related to qualified items purchased prior to being advised of reassignment in writing, or by personnel action form. All applications for reimbursement must be submitted no later than 30 days prior to the end of the fiscal year. Application shall be made on the form provided by the Department and must include an itemized, descriptive paid invoice per the attached list.

B. Non-uniformed employees will receive an annual clothing maintenance allowance in lieu of cleaning in the amount of Five Hundred and Ninety-Nine Dollars (\$599.00). This amount shall be paid in quarterly installments for primary assignment to an authorized non-uniform position, and shall be prorated on a weekly basis for transfers into and out of such positions by official personnel action.

C. Employees shall participate in, and receive, prorated reimbursement eligibility and prorated allowance payments, as provided in “A” and “B” above, in direct relationship to the duty assignment and the use of uniforms, clothing and equipment.

D. The City will provide to each employee a light weight uniform jacket.

E. The City will provide for the replacement of bullet proof vests which become unsafe or dysfunctional under normal use; provided that the City shall not be liable for any vest lost, stolen, or damaged as a result of employee negligence. Upon the request of any employee and presentation of a properly executed receipt of a bill of sale, and return of the old vest, the City shall reimburse the officer up to 100% of the cost of the bulletproof vest, with the maximum dollar amount not to exceed Seven Hundred One Dollars and Twenty-Five Cents (\$701.25). It shall be the officer’s sole responsibility to replace vest(s) as needed and no liability shall inure to the City based on the officer’s failure to obtain or replace a vest as needed.

Such vests shall be worn in accordance with such rules, regulations or directives which may be furnished from time to time by the Police Chief.

**A. REIMBURSEMENT ITEMS:**

1. Repair, refurbishing, refinishing and restorative work on optional back up weapon; listed optional equipment; and leather goods.
2. Authorized uniform shoes, including water-protective rubber-cover wear.
3. Handcuffs when unusable and beyond reasonable repair.
4. New purchase of backup weapon, if officer does not possess one, or replacement of existing unserviceable backup weapon, when unsafe and beyond reasonable repair.
5. Accessory service pistol grip.
6. Uniform leather case and pocket knife.
7. Whistle and whistle holder.
8. Ticket book cover, carrier of case.
9. Clipboard with light or clipboard light.
10. Accident report template.
11. Backup weapon holster.
12. Uniform equipment carrier unit, such as a tote-bag, briefcase or other type equipment organizer bag or case.
13. Vest
14. Other equipment as approved by the Chief of Police.

## **ARTICLE 19. HOURS OF WORK**

A. Pursuant to Fair Labor Standards Act (FLSA) Section 207 (K) and Department of Labor Regulation 29 CFR Part 553, the City shall adhere to a seven (7) day “work period.” Within each “work period,” overtime shall be determined and calculated on “in pay status” time, all “tours of duty” time and such other time actually worked, excluding any substitution/exchange traded time; provided, however, that time spent by an employee on Annual Leave, Holiday Leave (including Birthday and Floating Holidays) and Sick Leave shall not be included in any computation of overtime or as “hours worked” or as “in pay status.” Compensatory time shall be included in the computation of overtime. Additionally, time and one half overtime will be paid for compensable hours exceeding forty (40) hours in each seven (7) day work period. All hours worked up to forty (40) in each seven (7) day work period shall be compensated at straight time, except as provided for in Article 18.

B. Nothing in this Agreement shall be construed, or applied, to be in conflict with the Fair Labor Standards Act (FLSA) or related FLSA regulations promulgated by the U.S. Department of Labor, as these may be amended from time to time; provided, however, if such amendments would result in any City optional costs to be increased, the City and FOP would meet promptly to renegotiate the provisions of the Agreement which would give rise to such optional cost.

C. Effective October 1, 2017 employees shall be able to accumulate compensatory time to a maximum of two hundred (200) hours. Employees shall receive payment of accrued compensatory time upon termination of service at the employee’s rate of pay at termination date. The City may, based upon the City Manager’s determination as to the availability of funds, authorize employees to “sell” to the City up to an amount of compensatory time not to exceed 40

hours per employee in a twelve (12) month period. An employee may participate only to the extent that the employee has in excess of 40 hours of compensatory time on the books.

Notwithstanding anything in this Agreement to the contrary, the mandatory FLSA requirements shall apply in all matters covered thereunder (such as hours, rates, overtime, compensatory time, etc.) unless cities become exempted.

## **ARTICLE 20. CALL IN, CALL BACK AND COURT TIME**

A. When it is necessary for the Department to require employees to return to work on regular work days or on their days off, but not on or less than one (1) hour after the end of their regular assigned shift, the City agrees to compensate the employee at the overtime rate. A minimum of three (3) hours compensation at the overtime rate is guaranteed.

B. When it is necessary for the Department to require employees to appear in court, not on or contiguous to their regular assigned shift, the City agrees to compensate the employee at the overtime rate. A minimum of three (3) hours compensation at the overtime rate is guaranteed, provided however, no employee shall be compensated more than once for appearances occurring within the same minimum three (3) hour period. In accordance with FLSA, officers on stand-by for court appearance will not be compensated for any time prior to actual call-back.

C. When it is necessary for the Department to require employees to return to work on a regular day off due to riot, hurricane, or any other emergency declared by the City Manager or his agent, the City agrees to compensate the employee at the overtime rate as required by the Fair Labor Standards Act (FLSA).

D. Call back and call in:

1. Call back is the calling of an employee to work during a period which is separated by a gap in time of at least one (1) hour not contiguous with the employee's regularly scheduled shift. Call back may thus occur either on a work day or on a day off.

2. When an employee is asked to report to work early, the request is deemed a call-in (rather than a call-back) and the employee shall not be guaranteed a minimum of three (3) hours at the overtime rate, but shall be paid at the overtime rate for such actual time worked by the employee prior to the beginning of his regularly scheduled shift as required by the FLSA.

3. When employees are called back to work on holiday, annual, or sick leave days, they will be guaranteed a minimum of three (3) hours compensation at the overtime rate. Every attempt should be made by supervisors to not call back employees on holiday, annual or sick leave days unless under genuine emergency conditions.

4. Employees called back to work on a day off shall be entitled to the three (3) hour guarantee at the overtime rate.

## **ARTICLE 21. FOP BUSINESS**

The City agrees that during an employee representative's non-working time, on the City's premises, employee FOP representatives shall be allowed to, when the following does not interfere with official duties as determined by the Chief, and does not conflict with law or interfere with the work and official duties of other employees:

- A. Post FOP notices, without disrupting working employees.
- B. Distribute FOP literature, except as prohibited by law.
- C. Solicit FOP membership, during other employees off duty and non-working hours away from areas where actual work is performed.
- D. Transmit communications, authorized by the local FOP or its officers, to the City or its representative.
- E. Consult the City representative through the existing Police Department chain of command, and consult with FOP representatives concerning enforcement of any provisions of this Agreement.



## **ARTICLE 22. MILEAGE ALLOWANCE**

Employees choosing to utilize their private automobiles to attend court shall be assumed to request the mileage allowance from the State of Florida as stipulated in F.S.S. 92.141.

An employee who chooses to utilize a City Vehicle to attend court shall be provided one whenever possible.

## **ARTICLE 23. POLICE STANDARDS OF OPERATION**

A. Internal investigation will be conducted in accordance with F.S. 112.532, Law Enforcement Officers' and Correction Officers' Rights, as amended, and F.S. 112.533, Receipt and Processing of Complaints, as amended. Whenever a law enforcement officer is under investigation and subject to interrogation by members of the officer's agency for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation and investigation shall be conducted under the following conditions:

1. The interrogation shall be conducted at a reasonable hour, preferably at a time when the officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

2. The interrogation shall take place either at the office of the command of the investigation officer or at the office of the local police unit in which the incident allegedly occurred, as designated by the investigating officer or agency.

3. The officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator at any one time.

4. The officer under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the name of all complainants.

5. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities, including telephone use and meals, and rest periods as are reasonably necessary.

6. The officer under interrogation shall not be subject to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions. (An officer under investigation shall not be told that if he or she does not resign from the Department criminal charges will be brought against him or her.)

7. The formal interrogation of an officer, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. (When interrogations are recorded, a copy will go to the officer being investigated should he or she request it.)

8. If the officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, the officer shall be completely informed of all his or her rights prior to the commencement of the interrogation. (If the officer under investigation is suspected of committing a criminal offense, he or she shall be advised of his or her rights.)

9. The officer has the right to refuse to answer all questions concerning criminal matters if rights against self-incrimination would be prejudiced, and shall not be ordered to submit to any device designed to measure the truth of responses during questioning, unless he or she agrees to do so. Officers shall not be threatened with disciplinary action for not testifying against themselves or other officers before a criminal proceeding; however, officers must answer all questions concerning non-criminal matters which may result in disciplinary action.

10. At the request of any officer under investigation, the officer shall have the right to be represented by counsel or any other representative of his or her choice, who

shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement service.

11. No dismissal, demotion, transfer, reassignment, or other personnel action which might result in loss of pay or benefits or which might otherwise be considered a punitive measure shall be taken against any officer unless such officer is notified of the action and the reason or reasons therefore prior to the effective date of such action.

12. No officer shall be discharged, disciplined, demoted, denied promotion, transfer or reassignment, or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment, by reason of his or her exercise of the rights granted by Chapter 112, Part VI, and other laws.

13. A complaint filed against an officer with a law enforcement agency or corrections agency and all information obtained pursuant to the investigation by the agency of such complaint shall be confidential until the conclusion of the internal investigation or at such time that the investigation ceases to be active without a finding relating to probable cause. If the internal investigation is concluded with the finding that there is no probable cause to proceed with disciplinary action or file charges against the officer, a statement to that effect signed by the agency head or designee and the responsible investigating official shall be attached to the complaint; and the complaint and all such information shall be open thereafter to inspection pursuant to Chapter 119. If the investigation is concluded with the finding that there is probable cause to proceed with disciplinary action or file charges, the complaint and all such information shall be open thereafter to inspection pursuant to Chapter 119. If the investigation ceases to be active without a finding relating to probable cause, the complaint and all such information shall be open thereafter to inspection pursuant to Chapter

119. This does not apply to any public record which is exempt from public disclosure pursuant to s. 119.07(3). For the purposes of this section, an investigation shall be considered active as long as it is continuing with a reasonable, good faith anticipation that an administrative finding will be made in the foreseeable future. An investigation shall be presumed to be inactive if no finding is made within 60 days after the complaint is filed.

14. The findings of an internal affairs investigation shall be labeled either “sustained” (indicating probable cause to proceed with disciplinary action or criminal prosecution), or “not sustained” (indicating no probable cause to proceed with disciplinary action or criminal prosecution), or “exonerated” (indicating no probable cause and no grounds for the accusation or complaint).

B. The City will make no public statements concerning alleged violations of the law or departmental rules until the internal investigation has been completed. No public statements shall, at any time, be issued which would jeopardize an accused officer’s right to a fair hearing or trial.

C. As provided by Florida Statutes, as amended, certain employee personnel records shall be kept confidential and never released to any person, except officials of the City and as otherwise provided by law, or in response to court order. Individual officers may, at their discretion, waive this right, subject to any limitations of State or Federal law.

D. No unauthorized person and no member of the news media shall, either directly or indirectly, be furnished with the home addresses, telephone numbers, and/or photographs of law enforcement personnel; the home addresses, telephone numbers, photographs and places of employment of the spouses and children of law enforcement personnel; and the names and locations of schools attended by the children of law enforcement personnel without employee written consent.

Further, the Department will not furnish such data in case of discharge until full appeal rights have been exhausted.

E. No civilian dominated police review board will be established by the City. Whenever required by law or administrative decision, a complaint review board shall be composed of three members: One member selected by the Chief of Police; one member selected by the aggrieved officer; and a third member to be selected by the other two members. The board members shall be law enforcement officers selected from any state, county, or municipal agency within the County.

F. No police officer will be required to give testimony before a non- or quasi-governmental agency except as may be required herein or by law, with respect to an internal affairs investigation.

G. Any person who wilfully discloses, or permits to be disclosed, his intention to file a complaint; the existence or contents of a complaint which has been filed with an agency; or any document, action, or proceeding in connection with a confidential internal investigation of an agency, before such complaint, document, action, or proceeding becomes a public record as provided herein is guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. Notwithstanding other provisions of this Article the complaint and information shall be available to law enforcement agencies and state attorneys in the conduct of a lawful criminal investigation.

H. If the agency fails to comply with the requirements of Chapter 112, Part VI, a law enforcement officer employed by such agency who is personally injured by such failure to comply may apply directly to the circuit court of the county wherein such employing agency is headquartered

and permanently resides for an injunction to restrain and enjoin such violation of the provisions of Part VI and to compel the performance of the duties imposed by Part VI.

I. All officers shall have the right to inspect and make copies of their personnel records. No record will be hidden from an officer's inspection. Any employee may respond in writing to any material contained in the officer's official personnel folder and it shall become a part thereof.

J. Should disciplinary action result from an internal investigation, an officer shall, at the option of the Chief of Police, with the approval of the City Manager, be allowed to use compensatory time or vacation time to satisfy a suspension in the case in which a suspension is for five (5) days or less, provided the officer shall sign a waiver of any and all rights to appeal said suspension.

## **ARTICLE 24. HOLIDAYS**

The following days shall be considered holidays:

1. New Year's Day
2. Martin Luther King Jr. Day (Observed)
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Friday after Thanksgiving
8. Christmas Day
9. Veterans' Day
10. Employee's Birthday. All employees by this Agreement shall retain the option of taking a day off for their birthday, provided that manpower is available, or having a day added to their vacation.
11. Floating Holidays. Three (3) floating holidays will be accrued and credited to the employee's leave bank in January each year; new employees will be credited their floating holidays on their entrance date on a prorated basis. All floating holidays will be used during the calendar year earned; if not used by year end (December 31) they will be forfeited.

All employees covered by this Agreement shall receive one (1) additional day added to their vacation time for each recognized holiday as each holiday occurs. Employees shall not receive any other compensation for the designated holiday; whether they are on or off duty on the actual holiday date is immaterial. No other holidays are recognized, or granted by this Agreement.



## **ARTICLE 25. USE OF VACATION**

Members of the bargaining unit shall be allowed to take earned vacation leave time pursuant to the following conditions:

A. Employee shall bid by seniority for earned vacation leave time in minimum increments of five (5) days, except that a total of ten (10) days vacation may be taken if the department's manpower requirements permit.

## **ARTICLE 26. WAGES AND LONGEVITY**

A. Longevity for all bargaining unit members during the term of this contract shall be paid according to Appendix B, which shall form part of this contract.

B. The salary schedule for all bargaining unit members shall be according to Appendix A, which shall form part of this contract:

Effective October 1, 2020, increased by three percent (3%).

Effective October 1, 2021, increased by three percent (3%).

Effective October 1, 2022, increased by three percent (3%).

**APPENDIX A**

**CITY OF MIAMI SPRINGS**

**FOP PAY PLAN**

**CLASSIFICATION: POLICE OFFICER**

<b>DATE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
10/1/2020	\$57,362	\$60,214	\$63,296	\$66,436	\$69,812	\$73,300	\$76,967	\$80,812
10/1/2021	\$59,083	\$62,020	\$65,194	\$68,429	\$71,907	\$75,499	\$79,276	\$83,236
10/1/2022	\$60,855	\$63,881	\$67,150	\$70,482	\$74,064	\$77,764	\$81,654	\$85,733

**CLASSIFICATION: SERGEANT**

10/1/2020	\$83,237	\$87,400	\$91,769	\$96,358	\$101,176	\$106,234
10/1/2021	\$85,735	\$90,022	\$94,522	\$99,248	\$104,211	\$109,421
10/1/2022	\$88,307	\$92,722	\$97,358	\$102,226	\$107,337	\$112,704

**Effective October 1, 2020**

## **APPENDIX B**

### **LONGEVITY**

DEFINITION: Longevity pay is an extra payment in recognition of length of continuous service and is awarded equally to all full-time permanent personnel without regard to rank or position, in accordance with the following schedule: Any retroactive payments, due bargaining unit member, shall be made at the longevity rates in effect prior to effective date of this successor agreement.

After eight (8) but less than ten (10) consecutive years of service, \$500.00 annually.

After ten (10) but less than fifteen (15) consecutive years of service, \$1,000.00 annually.

After fifteen (15) but less than twenty (20) consecutive years of service, \$1,500.00 annually.

After twenty (20) consecutive years of service and continuing thereafter, \$1,750.00 annually.

Each longevity payment is inclusive of the prior payment and not in addition thereto.

Beginning in January, 2021, each longevity payment shall be made in a lump sum on the pay-day immediately following the employee's anniversary date, subject to applicable taxes; such payments shall be considered as part of wages applicable to pension.

## **ARTICLE 27. PHYSICAL EXAMINATION AND EMPLOYEE SAFETY**

A. The City shall pay for one annual physical examination for each bargaining unit employee; the time and physician to be chosen by the City. The physical examination shall include, but not limited to, electrocardiogram, eye examination and hearing test.

B. All bargaining unit employees shall be granted sufficient duty time every three (3) months, (quarterly) to fire a qualification course. Employees will be allowed to practice at the pistol range once a month.

C. The City shall insure that the minimum manpower on duty for each uniform patrol shift will compose of at least, one sworn supervisor with the rank of Sergeant or above, or one O.I.C. (Officer In Charge), who will actively supervise the shift, and three sworn personnel of the rank of Police Officer or above, who will actively perform uniform division shift duties. Additionally there will be at least one person assigned to each shift for dispatch and related station support duties.

D. To insure the continued safety and fitness of employees, the City shall furnish a sufficient area for physical training, including appropriate weight lifting equipment.

## **ARTICLE 28. INSURANCE**

A. The City will provide major medical, health, dental and vision insurance benefits. If the employee selects the HMO plan, then the City agrees to pay one hundred percent (100%) of the employees individual major medical, health, dental and vision insurance premium. If the employee selects the POS plan, then the employee will have to pay the difference between the cost of the POS plan and the amount the City would otherwise contribute to the HMO plan for the employee.

B. If the employee selects the HMO plan, then employees covered by this Agreement will pay fifty percent (50%) of the cost for health, dental and vision insurance premiums for dependent coverage. If the employee selects the POS plan, then the employee will have to pay the difference between the cost of the POS plan and the amount the City would otherwise contribute to the HMO plan for the employee's dependents.

C. Prior to the implementation of a rate increase both the FOP and employees affected shall be notified in writing within thirty (30) days.

D. In accordance with Florida Statute 112.19, the sum of Twenty Five Thousand Dollars (\$25,000.00) shall be paid by the City to any bargaining unit employee whose duties require him or her to enforce criminal law, make investigations relating thereto, apprehend and arrest violators thereof, or transport, handle or guard persons arrested for, charged with or convicted of violations thereof, provided that such bargaining unit employee, while under seventy (70) years of age and while engaged in the performance of any of the duties mentioned above, is killed or receives bodily injury which results in the loss of his or her life within one hundred and eighty (180) days after being received, regardless of whether he or she is killed or if such bodily injury is inflicted intentionally or

accidentally, provided that such killing is not the result of suicide and that such bodily injury is not intentionally self-inflicted.

E. In accordance with Florida Statute 112.19, an additional Seventy-Five Thousand Dollars (\$75,000.00) shall be paid to any employee covered by this Agreement who is unlawfully and intentionally killed while in the actual performance of his duties as a police officer with the City of Miami Springs.

F. In addition, the City will pay any employee covered by this Agreement, who dies while employed with the City of Miami Springs, a sum equal to one year's annual base salary of said deceased employee.

G. The City shall be liable for the payment of said sum and shall be deemed self-insured, unless it procures and maintains, or has already procured and maintains insurance to secure such payment. Any such insurance may cover only the risks indicated above and the amount indicated above, or it may cover those risks and additional risks and may be in a larger amount.

Such payment, whether secured by insurance or not, shall be made to the beneficiary designated by such bargaining unit employee in writing, signed by him or her and delivered to the City during his or her lifetime. If no such designation is made, then it shall be paid to his surviving child or children and the spouse in equal portions and if there be no surviving child or spouse, then to his or her estate.

## **ARTICLE 29. PREMIUM PAY**

Special assignment allowances shall be provided to bargaining unit employees as described below:

A. Law enforcement personnel assigned to full-time detective duty - five percent (5%) bi-weekly.

B. Law enforcement personnel assigned to full-time motorcycle duty - eighty dollars (\$80.00) bi-weekly.

C. Law enforcement personnel assigned full-time canine (K-9) duty shall work forty-three (43) hours per week or eighty-six (86) hours per period in accordance with the Fair Labor Standards Act (FLSA), Section 207 (k). The hours worked shall be paid at the straight time hourly rate for all activities directly or indirectly associated with the care and attendance of the dog and for time spent with related equipment associated with this activity. It is agreed and understood that the K-9 officer shall dedicate the above mentioned six (6) hours per pay period exclusively off-duty for all activity associated directly with the care, exercise, feeding, etc. of the dog. No further compensation is intended directly or indirectly in this arrangement.

The City agrees to reimburse the K-9 officer for dog food upon receipt of invoice and proof of payment. The City will continue to pay for veterinary and related expense for health maintenance.

When requested and authorized for periods of four (4) consecutive days, or more, for death in immediate family and annual vacation leave, the City shall pay or reimburse the cost for boarding when the temporary care arrangement, including the facility and cost, is approved prior to boarding and commencement of such leave. The Police Chief, at his discretion, may assign the care of the canine to an officer who is qualified in K-9 duty.



D. Law enforcement personnel assigned as field training officers (F.T.O.) shall receive a premium of two and one-half percent (2 1/2%) added to base pay for all shifts on which they are assigned training duties.

Law enforcement personnel certified as field training officers shall receive a premium of five percent (5%) added to base pay for all shifts on which they are assigned training duties.

E. Law enforcement personnel who wish to become certified training officers, at the department discretion, will be granted on duty time to attend certification training, if manpower permits. If staffing does not permit, officers will be approved to attend on their own time.

F. Uniformed Officers and Uniformed Sergeants assigned to work on evening and night shifts shall receive a shift differential pay as follows:

1. Uniformed Officers working between the hours of 3 p.m. to 11 p.m. shall receive an additional two percent (2.00%) added to their salary and Uniformed Sergeants working between the hours of 3 p.m. to 11 p.m. shall receive an additional two percent (2.00%) added to their salary.

2. Uniformed Officers working between the hours of 11 p.m. to 7 a.m. shall receive an additional three and one quarter percent (3.25%) added to their salary and Uniformed Sergeants working between the hours of 11 p.m. to 7 a.m. shall receive an additional three and one quarter percent (3.25%) added to their salary.

3. Uniformed Officers and Uniformed Sergeants working the relief shift shall receive the above applicable differential.

### **ARTICLE 30. ACTING RANKS**

Any employee who is officially designated by the Department to act in a rank higher than his permanent rank and actually performs said duties shall receive an additional five percent (5%) of his base pay at a differential per each eight-hour shift or hour by hour basis.

All appointments to acting ranks for a period of more than seven (7) days shall be in writing.

## **ARTICLE 31. LABOR MANAGEMENT COMMITTEE**

The parties agree that there shall be a Labor Management Committee comprised of three (3) representatives from the City (to include a representative of the City Manager), and three (3) representatives from the FOP.

Meetings of the Labor Management Committee shall be held not more than once a month, and may be scheduled at the request of either party upon five (5) days notice. The party requesting such a meeting shall forward to the designated representative of the other party an agenda specifying those issues to be presented for discussion; the time and place shall be mutually determined by the parties.

The scope of authority of the Labor Management Committee shall be limited solely to discussing general matters pertaining to employee relations. It is agreed and understood that the Committee shall not engage in collective bargaining or the resolution of grievances. The sole purpose of this Committee is to improve communications between labor and management and it is understood that this paragraph and any discussions undertaken pursuant to it are not subject to the grievance procedure set forth in this contract.

In the event any written agreements are reached between the parties, both parties shall make a good faith effort to abide by said agreement.

The Labor Management Committee shall discuss the feasibility of implementing a “take home” vehicle program for members of the bargaining unit.

## **ARTICLE 32. CONFIDENTIAL RECORDS**

As provided or prohibited by law and unless otherwise required by Court Order, the City may not release for examination and inspection any of the following information from its records:

A. The home address, telephone numbers and photographs of law enforcement personnel;

B. The home addresses, telephone numbers, photographs and places of employment of the spouses and children of law enforcement personnel;

C. The names and locations of schools attended by children of law enforcement personnel. It shall be the right of any employee covered by this Agreement, at reasonable times, to inspect and make copies of his or her personnel file.

Whenever a non-City employee requests a review of the personnel file of an employee covered by this Agreement (except in the case of a criminal investigation of such employee), any employee subject to this Agreement shall receive notification of the name of the person reviewing such file.

### **ARTICLE 33. RETIREMENT PLAN**

Retirement benefits and employee contributions for employees covered by this Agreement shall be as provided in the City of Miami Springs Police and Firefighters Retirement Plan (the “Plan”), except as provided below. All changes to the existing Plan shall take effect on October 12, 2014 (the “effective date”).

1. The accrued pension benefits of all Plan members who are employed and not participating in the DROP on the effective date, except members who are within 3 years of the normal retirement date, will be frozen on the effective date, as provided herein. The frozen accrued benefit of each member shall be calculated based on the 3.5% multiplier and other Plan provisions in effect on the day before the effective date, and each member’s continuous service and average monthly earnings on that date. All such members shall be 100% vested in the frozen accrued benefit earned prior to the effective date, and will be eligible to receive the frozen accrued benefit upon reaching the normal retirement date, or a reduced benefit upon reaching the early retirement date, and separation from employment. Such members will accrue benefits on and after the effective date in accordance with section 2 below. Plan members who are employed and within 3 years of the normal retirement date on the effective date shall continue to accrue benefits in accordance with the Plan provisions in effect on the day before the effective date.

2. Plan members who are employed and not participating in the DROP on the effective date (except members who are within 3 years of the normal retirement date on the effective date) shall accrue benefits on and after the effective date in accordance with the Plan provisions in effect on the day before the effective date, except as follows:

a. The benefit multiplier shall be 3.5% for continuous service earned up to 20 years and 3% for continuous service earned after 20 years, with a maximum benefit of 85% of average monthly earnings. The 85% maximum benefit shall apply to the combined benefit earned prior to and after the effective date; provided, if a member has accrued a benefit percentage greater than 85% on the effective date, he/she shall retain that benefit percentage, but no additional benefit percentage shall be earned thereafter.

b. Average monthly earnings for continuous service on and after the effective date shall be the average of the 5 highest years of the last 10 years of continuous service (including continuous service prior to the effective date).

3. Bargaining unit members who are employed and not participating in the DROP on the effective date (except members who are within 3 years of the normal retirement date on the effective date), shall, upon reaching the normal or early retirement date and separating from City employment, be eligible for a monthly retirement benefit made up of two parts: (1) the frozen accrued benefit based on average monthly earnings, continuous service and the Plan provisions in effect on the day before the effective date; and (2) the accrued benefit based on continuous service and the Plan provisions in effect after the effective date.

4. Bargaining unit employees hired on or after October 12, 2014 shall accrue benefits in the same manner as provided in the current Plan, except as follows:

a. For fiscal year 2020-2021, the benefit multiplier shall be 2.5% for each year of continuous service, with a maximum benefit of 70% of average monthly earnings.

b. For fiscal year 2021-2022, the benefit multiplier shall be 3% for each year of continuous service, with a maximum benefit of 75% of average monthly earnings.

c. For fiscal year 2022-2023, the benefit multiplier shall be 3% for each year of continuous service, with a maximum benefit of 75% of average monthly earnings.

d. The normal retirement date shall be the earlier of age 55 with 10 years of continuous service or age 52 with 25 years of continuous service.

e. Average monthly earnings shall be the average of the 5 highest years of the last 10 years of continuous service.

5. The parties agree that all Chapter 185 excess premium tax revenues shall be used to offset member contributions during fiscal years 2020-21, 2021-22 and 2022-23. Member contributions are capped at 9.5% of covered pay for fiscal years 2020-21 and 2021-22 and 2022-23. It is specifically agreed and understood that the provisions of this Section 5 shall terminate September 30, 2023 and, therefore, effective October 1, 2023, member contributions shall be determined in accordance with the cost sharing provisions in section 35-55(c) of the Plan.

## **ARTICLE 34. EDUCATIONAL ASSISTANCE**

The City will endeavor to implement, as soon as may be reasonably practical, an educational assistance program to be funded solely from assessments that may be received by the City pursuant to Florida Statute 943.25. Guidelines and eligibility for such educational assistance program will be established by the City Manager and delivered to the employees covered by this Agreement following its implementation.

Any employee who has entered the retirement drop plan will not be eligible for the educational assistance.



**ARTICLE 35. SICK LEAVE**

A. Employees shall earn paid sick leave at the rate of one day for each month of service, or 12 days per year.

B. Earned paid sick leave may not be used until completion of probation period of original appointment.

C. Earned sick leave may be accumulated from year to year

D. If an employee has not used more than two (2) days of allotted sick days during a fiscal year (October 1 through September 30) the City agrees to convert a certain number of sick days to annual leave, at the employees option, under the following scale:

Zero allotted sick days used	Convert three sick days to annual leave
One allotted sick day used	Convert two sick days to annual leave
Two allotted sick days used	Convert one sick day to annual leave

For purposes of the first year of this provision, the starting date shall be the day after the ratification vote by the City Council or October 1,1998, whichever is later. The scheduling of the time off is within the sole discretion of the Chief of Police. It is agreed that the scheduling of this time off shall not create an adverse impact on the minimum manning tables giving rise to overtime by others to fill the requirement of minimum manning and/or be the cause of adding additional new employees to the work force. Each employee must make his request known through his chain of command no later than October 31 of each calendar year, with regard to his desire to convert sick leave to annual leave.

E. Employees retiring under the City Pension System, or dying during active service or authorized leave, shall be paid for accumulated unused sick leave at the rate of 1/2 day for each day accumulated, to a maximum of

120 days (960 hours) pay at the employees final base pay rate.

“FINAL BASE PAY” shall have the same meaning as “FINAL AVERAGE SALARY” as the term is defined in Subsection 35.04, Miami Springs Civil Service Rules and Regulations.

F. Employees resigning from the City Service with 15 or more years of service shall receive a total maximum of thirty (30) days (240 hours) pay. Employees resigning with less than fifteen (15) years of service, or being terminated for other reasons, shall not receive any pay for unused medical leave accumulation.

G. Sick leave shall be granted for employee injury or illness not connected with work.

H. Employees are responsible for notifying an on-duty supervisor at least two (2) hours prior to their scheduled shifts.

I. Employees absent for longer than three (3) consecutive working days on sick leave may be required to provide a medical statement of fitness and evidence of reason for absence. Employees with three (3) or more separate sick leave occurrences within any 90 day period will be subject to administrative review and could be subject to disciplinary action if found to be a sick leave abuser. After administrative review, an employee who is determined to be an abuser may be required to produce a medical statement for any sick leave occurred during the twelve (12) month period following the last abusive occurrence.

J. No sick leave shall be charged for treatment required by the City or for time lost as a result of compensable injury sustained while on duty.

K. Employees covered by this Agreement shall be compensated for accumulated sick leave in accordance with the provisions of this article, rather than the provisions of subsection 34.16(c), MEDICAL LEAVE, Miami Springs Civil Service Rules and Regulations. This article is intended to replace subsection 34.16(c), Medical Leave, and is not intended to be an additional benefit over and above any benefits set forth in subsection 34.16(c), Medical Leave, Miami Springs Civil Service Rules and Regulations.

L. FAMILY MEDICAL LEAVE POLICY (FMLA, 1993)

On April 5, 1994, City Administrative Order 94-6, Family Medical Leave Policy (FMLA, 1993) was adopted pursuant to Federal Statute, the Family and Medical Leave Act of 1993. This policy supersedes and replaces the provisions heretofore set forth in Section K of this Article and is incorporated herein by reference.

## **ARTICLE 36. BEREAVEMENT LEAVE**

Four (4) days of emergency leave with pay shall be granted in the event of a death in the immediate family, provided that the employee actually attends the funeral. Immediate family is defined as spouse, children, grandchildren, mother, father, sister, or brother, mother-in-law, father-in-law, grandfather, grandmother, or upon proof of any person in the general family living within the same household. Should any employee require additional time other than provided herein, he/she may request that funeral leave be extended an additional two (2) work days. Emergency requests for such extensions, arising during said leave shall be granted by the Department whenever possible.

## **ARTICLE 37. PROBATIONARY PERIOD**

The probationary period for all incoming employees covered by this Agreement is twelve (12) months after such incoming employee has both been (1) state certified and has (2) begun actual employment with the City.

## **ARTICLE 38 - TOXICOLOGY AND ALCOHOL TESTING**

The City and the FOP recognize that employee substance and alcohol abuse can have an adverse impact on Miami Springs government, the Department's operations, the image of City employees and the general health, welfare and safety of the employees and the general public.

The City shall continue to have the right to require Toxicology and Alcohol Testing as part of any regularly scheduled physical examination.

The City shall also have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug or alcohol. The City and the FOP agree that requiring employees to submit to testing of this nature shall be limited, "except as provided in the City's May 17, 1994 Administrative Order 94-7, Drug Free Workplace Policy/Drug Screen Policy Statement with respect to Workers' Compensation" to circumstances that indicate reasonable suspicion to believe that the employee is under the influence of such substances, suffers from substance or alcohol abuse, or is in violation of the City Personnel Rules or Departmental Rules and Regulations regarding the use of such substances.

It is further understood by the parties that the aforementioned authority to require that employees submit to such testing, "except as provided in the City's May 17, 1994 Administrative Order 94-7," shall first be approved by Police Chief or higher authority within the City to ensure proper compliance with the terms of this Article.

The City, guided by the most recent research in toxicology, will select toxicology breath and/or urine test(s) to be used. If an employee tests positive, a second confirmatory test on the original specimen must be administered in a timely manner to verify the results before administrative action is taken. The City shall make a reasonable effort to provide employees with the results of a positive

test within 72 hours of providing the specimen. However, failure to comply with this 72 hour notification provision shall not preclude the City from utilizing the positive test results in any administrative or disciplinary action up to and including dismissal as deemed appropriate in accordance with the applicable provisions of City Administrative Orders, the City Code, the City Personnel Rules and Departmental Rules and Regulations. All tests will be conducted in approved laboratories using recognized technologies.

The parties agree that the Police Chief may require members of the bargaining unit to submit to random drug testing. The random choices will be picked using a computerized random number generator with the members City ID number. No bargaining unit member will be required to submit to such a test more than once in a 12-month period.

Anytime that an employee is involved in an accident while operating a City vehicle, whether on or off duty, the employee may be required to submit to an alcohol/ chemical drug test.

All disputes arising out of the implementation of this article will be pursued under Article 15 of the agreement.

The results of such tests may result in appropriate disciplinary action, up to and including dismissal, in accordance with the applicable provisions of the Code of the City of Miami Springs, the City Personnel Rules and Departmental Rules and Regulations. Employee refusal to submit to toxicology or alcohol testing in accordance with the provisions of this Article may result in disciplinary action up to and including dismissal, in accordance with the applicable provisions of the City Code, the Miami Springs Personnel Rules and Departmental Rules and Regulations.

The parties agree that the City's May 17, 1994 Administrative Order 94-7, Drug Free Workplace Policy/Drug Screen Policy Statement provisions agreed to herein were adopted by the City pursuant to the provisions of Chapter 440.102 Florida Statutes and Chapter 38F-9 of the Florida

Administration Code. The parties further agree that the Agreement to the implementation of the provisions of the policy/statement are contingent upon the continuation of the underlying authorizing statutory/code authority. Should said statutory/code authority be repealed, invalidated by a Court of competent jurisdiction or otherwise cease to exist, the contractual agreement re: the policy/statement will not independently survive without said statutory authority.

It is a condition of employment for all City employees to refrain from reporting to work or working with the presence of illegal drugs or alcohol in his or her body. Bargaining unit members who are injured on the job are required to immediately submit to a test for drugs and alcohol. Any employee who is injured on the job and who tests positive for illegal drugs or alcohol, or who refuses to submit to a test for drugs or alcohol, forfeits eligibility for medical and indemnity benefits under Florida's Workers' Compensation statute.



## **ARTICLE 39. TERM OF AGREEMENT AND REOPENERS**

This Agreement shall be effective October 1, 2020, with the exception of Article 33, Paragraphs 4 (b) and (c), upon being approved by a majority vote of the employees voting in the bargaining unit and upon ratification by the City of Miami Springs City Council, and shall continue until September 30, 2023.

All elements of this Agreement shall remain in force for the period called for above unless by mutual agreement, in writing, the parties amend some portion thereof. It is agreed and understood that this Agreement constitutes the whole agreement between the parties.

Any Articles contained herein which include multiple year provisions shall not be reopened during the stated multiple year term.

**SIGNATORY PROVISION**

The foregoing Agreement between the City of Miami Springs and Florida State Lodge Fraternal Order of Police consists of a Preamble and Thirty-Nine (39) Articles, including Appendixes A and B and shall continue until September 30, 2023.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WITNESS: *SEAN KELLY*

  
\_\_\_\_\_

**FLORIDA STATE LODGE FRATERNAL  
ORDER OF POLICE INC.**

BY:   
\_\_\_\_\_ Vincent Castiglia, FOP Staff Representative

WITNESS:

**CITY OF MIAMI SPRINGS**

\_\_\_\_\_

BY: \_\_\_\_\_  
William Alonso  
City Manager/Finance Director

ORDINANCE NO. \_\_\_\_ - 2020

**AN ORDINANCE OF THE CITY OF MIAMI SPRINGS,  
FLORIDA, AMENDING SECTION 35-55,  
“CONTRIBUTIONS” OF THE POLICE AND FIREMAN  
PENSION PLAN OF THE CITY’S CODE OF ORDINANCES;  
PROVIDING FOR CONFLICTS; PROVIDING FOR  
SEVERABILITY; PROVIDING FOR INCLUSION IN THE  
CODE; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Miami Springs (the “City”) has an established pension plan for the City’s Police and Firefighters, which is codified in Article II, Chapter 35 of the City’s Code of Ordinances (“Code”); and

**WHEREAS**, the City and the Florida State Lodge Fraternal Order of Police, Inc. recently entered into a Collective Bargaining Agreement (“Agreement”) for fiscal years 2020-2021 through and including 2022-2023; and

**WHEREAS**, the Agreement contains certain changes to the Police and Firefighters’ Retirement System, which require an amendment to Section 35-55 of the City’s Code in order to be implemented; and

**WHEREAS**, the City Council hereby finds that the adoption of this Ordinance is in the best interest and welfare of the residents of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, THAT: <sup>1</sup>**

**Section 1.      Recitals Adopted.** That the above-stated recitals are hereby adopted and confirmed.

**Section 2.      Amending Section 35-55 of the City Code.** That the Code of Miami Springs, Florida is hereby amended by revising Section 35-55 “Contributions,” which section shall read as follows:

Section 35-55. Contributions

(A) *Member contributions.*

\*\*\*

---

<sup>1</sup> Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **yellow highlight**.

(B) *State contributions.*

\*\*\*

(C) *City contributions.*

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

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

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

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

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

(3) Notwithstanding paragraphs (1) and (2) above, for the plan years beginning October 1, ~~2017-2020~~ through September 30, ~~2020-2023~~, the maximum employee contribution calculated in accordance with paragraphs (1) and (2) above shall be ~~42.5~~ 9.5 percent. All accumulated excess and annual excess Chapter 185 premium tax monies shall be used to fund the reduction in employee contributions provided in the preceding sentence, and to the extent that excess Chapter 185 premium tax revenues are not sufficient to fully fund the reduction, the City's contribution shall be increased. Effective October 1, ~~2020-2023~~, employee contributions shall be determined in accordance with paragraphs (1) and (2) above.

\*\*\*

**Section 3. Conflict.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

**Section 4. Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 5. Inclusion in Code.** That it is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

**Section 6. Effective Date.** That this Ordinance shall become effective immediately upon adoption on second reading.

**PASSED ON FIRST READING** this \_\_\_\_ day of October, 2020, on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**PASSED AND ADOPTED ON SECOND READING** this \_\_\_\_ day of October, 2020, on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Vice Mayor Jaime Petralanda	_____
Councilman Bob Best	_____
Councilman Walter Fajet	_____
Councilwoman Maria Puente Mitchell	_____
Mayor Billy Bain	_____

\_\_\_\_\_  
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

**RESOLUTION NO. 2020 –**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS PROVIDING FOR THE FOURTH AMENDMENT TO THE FY 2019-20 GENERAL FUND AND SANITATION FUND BUDGETS TO RECORD INSURANCE PROCEEDS AND PURCHASE OF A POLICE VEHICLE AND COSTS RELATED TO INCREASED DUMPING FEES DUE TO INCREASED BULK TRASH COLLECTION: AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) Charter prohibits any City department from incurring expenditures in excess of the department’s approved budget; and

**WHEREAS**, on September 23, 2019, the City Council adopted Resolution No. 2019-3846 adopting the City’s fiscal year 2019-2020 Budget; and

**WHEREAS**, the City’s Finance Department has identified expenses in the amount of \$40,039 for insurance proceeds and subsequent purchase of a police vehicle and \$49,462 in costs related to increased dumping fees due to increased bulk trash collection; and

**WHEREAS**, the City Council has determined that it is appropriate to approve and authorize the appropriations of available fund balance to the fiscal year 2019-2020 Budget, as shown on Exhibit “A” attached hereto and incorporated herein; and

**WHEREAS**, the City Council has determined that the budget increases, recordations, and appropriations previously described are both proper and appropriate, in accordance with generally accepted municipal accounting principles, and in the best interests of the City and its citizens.

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

**Section 1. Recitals Adopted.** That the above-stated recitals are hereby adopted and confirmed.

**Section 2. Amending Budget.** That the budgetary amendments and appropriations to the various revenues and expenditures of the fiscal year 2019-2020 budget, as set forth in Exhibit “A” attached hereto and incorporated herein, are hereby approved and the corresponding budget transfers and appropriations to the various revenues and expenditures are hereby authorized. These amendments are hereby



specifically authorized and approved in order to provide for \$40,039 for insurance proceeds and subsequent purchase of a police vehicle, and \$49,462 for increased dumping fees due to increased bulk trash collection.

**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 Jaime Petralanda	_____
Councilman Bob Best	_____
Councilman Walter Fajet	_____
Councilwoman Maria Puente Mitchell	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED this 12<sup>th</sup> day of October, 2020.

ATTEST:

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

\_\_\_\_\_  
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

**EXHIBIT A**

FOURTH AMENDMENT TO 2019-2020 BUDGET

**EXHIBIT "A"**

**City of Miami Springs  
FY 2019-20 Budget Amendment  
All Operating Funds**

<b>Fund/Classification</b>	<b>Amended Budget</b>	<b>Amendment No. 4</b>	<b>Ref</b>	<b>Amended Budget</b>
<b>General Fund</b>				
<b>Revenues</b>				
Taxes	\$8,799,377			\$8,799,377
Excise Taxes	2,722,500			2,722,500
Licenses & Permits	187,300			187,300
Intergovernmental Revenues	2,115,246	-		2,115,246
Charges for Services	2,505,260			2,505,260
Fines & Forfeitures	750,000			750,000
Miscellaneous	324,011	40,037	1	364,048
Proceeds from debt	555,419	-		555,419
Transfers from other funds	314,677			314,677
Fund Balance	649,607	\$0		649,607
<b>Total General Fund</b>	<b>\$18,923,397</b>	<b>\$40,037</b>		<b>\$18,963,434</b>
<b>Expenditures</b>				
City Council	186,027			186,027
City Manager	384,287			384,287
City Clerk	330,970			330,970
City Attorney	188,000			188,000
Human Resources	266,000			266,000
Finance-Administration	439,045			439,045
Finance-Professional Services	203,429			203,429
Information Technology	371,172			371,172
Planning	90,497			90,497
Police	7,579,220	40,037	1	7,619,257
Code Enforcement	205,275			205,275
Public Works	2,715,374			2,715,374
Recreation & Culture	2,569,522	0		2,569,522
Golf Operations	2,137,388			2,137,388
Transfers to other funds	1,257,191			1,257,191
Budgeted Increase to reserves	0			0
<b>Total General Fund</b>	<b>18,923,397</b>	<b>40,037</b>		<b>18,963,434</b>
Sanitation Operations	2,474,483	49,462	2	2,523,945
Stormwater Operations	466,849			466,849
<b>Total Enterprise Funds</b>	<b>2,941,332</b>	<b>\$49,462</b>		<b>\$2,990,794</b>
<b>Special Revenue &amp; Capital Projects</b>				
Road & Transportation	749,693			\$749,693
Senior Center Operations	679,741			679,741
Capital Projects	5,362,211			5,362,211
Building Operations	1,070,918			1,070,918
Law Enforcement Trust	183,361			183,361
<b>Total Special Revenue &amp; Capital Projects Funds</b>	<b>8,045,924</b>	<b>\$0</b>		<b>\$8,045,924</b>
Debt Service	1,439,837	\$0		\$1,439,837
<b>Total Debt Service</b>	<b>1,439,837</b>			<b>\$1,439,837</b>
<b>GRAND TOTAL ALL FUNDS</b>	<b>\$31,350,490</b>	<b>\$89,499</b>		<b>\$31,439,989</b>

**Legend:**

- 1) record insurance reimbursement for totalled police vehicle and acquisition of replacement vehicle
- 2) Increase budget due to higher than expected bulk trash collection and dumping fees

**RESOLUTION NO. 2021 – \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS PROVIDING FOR THE FIRST AMENDMENT TO THE FY 2020-21 GENERAL FUND AND SPECIAL REVENUE AND CAPITAL PROJECTS FUND BUDGETS BY RE-APPROPRIATING RESERVED FUND BALANCES TO FUND OPEN ENCUMBRANCES THROUGH SEPTEMBER 30, 2020; AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, the City of Miami Springs' ("City") Finance Department has identified \$975,996 in valid outstanding encumbrances/purchase orders as of September 30, 2020; and

**WHEREAS**, these outstanding encumbrances/purchase orders represent financial obligations of the City as of the close of the fiscal year ending September 30, 2020; and

**WHEREAS**, the City Council has determined that it is appropriate to approve and authorize the re-appropriation of reserved equity accounts to the fiscal year 2020-2021 General Fund and Special Revenue and Capital Projects Fund in order to fund open encumbrances from the City's prior fiscal year.

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

**Section 1. Recitals Adopted.** That the above-stated recitals are hereby adopted and confirmed.

**Section 2. Amending Fiscal Year 2020-2021 Budget.** That the amended budgetary appropriations in the General Fund and Special Revenue and Capital Projects Fund, as specified on Exhibit "A" attached hereto and incorporated herein, are hereby authorized and approved in order to provide for the re-appropriation of reserved fund balances for open purchase order obligations through September 30, 2020 in the amount of \$975,996.

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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 Jaime Petralanda	_____
Councilman Bob Best	_____
Councilwoman Maria Puente Mitchell	_____
Councilman Walter Fajet	_____
Mayor Billy Bain	_____

**PASSED AND ADOPTED** on this 12<sup>th</sup> day of October, 2020.

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

ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

**EXHIBIT A**  
FIRST AMENDMENT TO 2020-2021 BUDGET

**EXHIBIT "A"**

**City of Miami Springs  
FY 2020-21 Budget Amendment  
All Operating Funds**

<b>Fund/Classification</b>	<b>Adopted Budget</b>	<b>Amendment No. 1</b>	<b>Ref</b>	<b>Amended Budget</b>
<b>General Fund</b>				
<b>Revenues</b>				
Taxes	\$9,268,576			\$9,268,576
Excise Taxes	2,739,000			2,739,000
Licenses & Permits	190,900			190,900
Intergovernmental Revenues	1,905,521			1,905,521
Charges for Services	2,503,310			2,503,310
Fines & Forfeitures	750,000			750,000
Miscellaneous	318,000			318,000
Proceeds from debt	-			-
Transfers from other funds	323,748			323,748
Fund Balance	182,526	\$495,226	1	677,752
<b>Total General Fund</b>	<b>\$18,181,581</b>	<b>\$495,226</b>		<b>\$18,676,807</b>
<b>Expenditures</b>				
City Council	162,122	\$4,860	1	166,982
City Manager	376,329			376,329
City Clerk	329,835	\$450	1	330,285
City Attorney	188,000			188,000
Human Resources	273,443			273,443
Finance-Administration	433,532	\$245	1	433,777
Finance-Professional Services	198,837	\$1,745	1	200,582
Information Technology	384,305	\$25,158	1	409,463
Planning	93,667			93,667
Police	7,432,442	68,208	1	7,500,650
Code Enforcement	212,010			212,010
Public Works	2,139,674	326,136	1	2,465,810
Recreation & Culture	2,417,926	9,018	1	2,426,944
Golf Operations	2,028,854	59,405	1	2,088,259
Transfers to other funds	1,510,605			1,510,605
Budgeted Increase to reserves	0			0
<b>Total General Fund</b>	<b>18,181,581</b>	<b>495,226</b>		<b>18,676,807</b>
Sanitation Operations	2,625,673			2,625,673
Stormwater Operations	471,575			471,575
<b>Total Enterprise Funds</b>	<b>3,097,248</b>	<b>\$0</b>		<b>\$3,097,248</b>
<b>Special Revenue &amp; Capital Projects</b>				
Road & Transportation	575,835	\$12,461	1	\$588,296
Senior Center Operations	840,931	30,536	1	871,467
Capital Projects	0	356,039	1	356,039
Building Operations	902,715	43,644	1	946,359
Law Enforcement Trust	171,602	38,092	1	209,694
<b>Total Special Revenue &amp; Capital Projects Funds</b>	<b>2,491,083</b>	<b>\$480,770</b>		<b>\$2,971,853</b>
Debt Service	1,673,668	\$0		\$1,673,668
<b>Total Debt Service</b>	<b>1,673,668</b>			<b>\$1,673,668</b>
<b>GRAND TOTAL ALL FUNDS</b>	<b>\$25,443,580</b>	<b>\$975,996</b>		<b>\$26,419,576</b>

Legend:

**MIAMI SPRINGS CHARTER**

SECTION 4.02 – Removal; vote of confidence

- (2) The City Council shall at the first regular meeting in October of each year, cause a vote of confidence to be taken as to the continued services of the City Manager.



Sec. 90-02. - Keeping of animals prohibited; exception.

No animals, livestock, poultry, or fowl of any kind shall be raised, bred, or kept in any structure or on any lot within the City; except that not more than three dogs or other strictly household pets over six weeks of age may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

(Code 1962, § 5-2; Ord. 184, passed 2-8-54)

**Cross reference**— Penalty, § 10-99.

Sec. 90-03. - Number of cats maintained.

No more than three cats over the age of eight weeks shall be permitted to be kept at any one time on any premises zoned for residential purposes, or on other premises within 500 feet of any such premises zoned for residential purposes.

(Code 1962, § 5-3; Ord. 228, passed 5-26-58)

**Cross reference**— Penalty, § 10-99.