



REVISED

CITY OF MIAMI SPRINGS, FLORIDA

Mayor Billy Bain

Vice Mayor Xavier Garcia
Councilwoman Maria Puente Mitchell
D.

Councilman Bob Best
Councilman Walter Fajet, Ph.

***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, March 22, 2021 – 7:00 p.m.

City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(In-person and virtually. See pages 4-5 for additional information)

- 1. Call to Order/Roll Call**
- 2. Invocation:** Councilman Bob Best
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) Retirement presentation by Police Chief Guzman to K-9 Officer Shadow accepting on his behalf is handler Officer Darryl Cates
 - B) Retirement presentation by Police Chief Guzman to K-9 Officer Darryl Cates for his years of service
 - C) Retirement presentation by Police Chief Guzman to Executive Assistant to the Police Chief Leah Cates for her years of service
 - D) Introduction by Police Chief Guzman of Ari Quintana, the new Administrative Assistant to the Police Chief
 - E) Miami Springs Police Department Swearing in Ceremony for new Officer Lazaro D. Rodriguez
 - F) Recognition by Mayor Bain, Vice Mayor Garcia, and City Council along with Addy Lee Garcia to Officer Jorge Capote and Officer Janice Simon for their educational presentation on the DARE program at ISAAC Academy in Miami Springs
 - G) Recognizing Recreation Staff members for their service during the FEMA COVID-19 Vaccine Event at the Community Center; Caitlin Smith, Denise Bedenbaugh, James Dean, Joel Watts, Danny Valdes, Marcus Martin, Anthony Fernandez, and Joe Diaz

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) March 8, 2021 – Regular Meeting

7. Reports from Boards & Commissions: None.

8. Public Hearings: None.

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

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Police Uniforms From Lou’s Police Distributors In An Amount Not To Exceed \$25,000; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date (*This item requires a 4/5 vote of Council per Section 31-11(E)(6)(g) of the City Code*)

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The Retirement Of Police K-9 Shadow; Approving An Agreement For Transfer Of Ownership Of K-9 Shadow; Providing For Authorization; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Lease Agreement With Peterson’s Harley-Davidson Of Miami, Llc For Four Police Motorcycles In An Amount Not To Exceed \$115,200 Over A 36 Month Term; Providing For Authorization; And Providing For An Effective Date

10. Old Business:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A First Amendment To The Professional Services Agreement With Brenda Knight, A Licensed Franchisee Of Jazzercise, Inc.; Providing For Authorization; And Providing For An Effective Date

11. New Business: None.

12. Other Business: None.

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, March 22, 2021 at 7:00 p.m. at
City Hall, Council Chambers, 201 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/UC2at9KNnqUxZRSw1UkhdHLQ/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

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 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

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166



Mission Statement

Our mission is the reduction of crime and the improvement of the quality of life. In accomplishing these goals, personal service will be our commitment, honor and integrity our mandate. We respect the dignity and personal liberties of all people. We strive to maintain a partnership with the community to ensure that Miami Springs remains a place where people can live and work safely, without fear.



***Miami Springs Police Department
Swearing in Ceremony for***

Lazaro D. Rodriguez

March 22, 2021

7:00 p.m.

Council Chambers

City of Miami Springs

201 Westward Drive

Miami Springs, Florida 33166



City of Miami Springs Officials

*Mayor Billy Bain
Vice Mayor Xavier Garcia
Councilman Bob Best
Councilwoman Maria Puente Mitchell
Councilman Walter Fajet*

*City Manager William Alonso
Assistant City Manager Tammy Romero
Chief of Police Armando Guzman
City Clerk Erika Gonzalez-Santamaria
City Attorney Daniel Espino*

Welcoming Remarks

Chief Armando Guzman

~

Swearing In Ceremony

Police Officer Lazaro D. Rodriguez

Oath of Office

I, Lazaro D. Rodriguez, do solemnly swear, that I will support and defend the Constitution of the United States, and the Constitution of the State of Florida against all enemies, foreign and domestic; that I will bear true faith and allegiance, to the same; to uphold and enforce the laws of the United States, the State of Florida, the County of Miami-Dade, and the City of Miami Springs; that I take this obligation freely, without any mental reservations or purposes of evasion; and that I will well and faithfully discharge the duties, of Police Officer, of the City of Miami Springs, acting to the best of my ability, so help me God.



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, March 8, 2020 7:00 p.m.

Rebeca Sosa Theater, 1401 Westward Drive, Miami Springs, Florida/
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 7:02 p.m.

Present were the following:

Mayor Billy Bain

Vice Mayor Zavier Garcia

Councilman Bob Best

Councilwoman Maria Mitchell

Councilman Walter Fajet, Ph.D.

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero (via Zoom)

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

Recreation Director Omar Luna

- 2. Invocation:** Led by Vice Mayor Zavier Garcia
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: Dalvis Velasco, 450 Eldron Drive; Brenda Knight, 20 Deer Run.
- 6. Approval of Council Minutes:**
 - A) February 22, 2021 – Regular Meeting

Vice Mayor Garcia moved to approve the meeting minutes of February 22, 2021. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Garcia, Councilman Best, Councilwoman Mitchell, Councilman Fajet, and Mayor Bain voting Yes.

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

8. Public Hearings: None at this time.

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

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Stonehenge Construction, LLC For The Prince Field Drainage Improvements Project Pursuant To Request For Proposals No. 02-20/21; Approving A Construction Agreement In An Amount Not To Exceed \$57,441.00; And Providing For An Effective Date

Assistant City Manager Tammy Romero read the Resolution by title.

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

10. Old Business: None at this time.

11. New Business:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A First Amendment To The Professional Services Agreement With Brenda Knight, A Licensed Franchisee Of Jazzercise, Inc.; Providing For Authorization; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

After some discussion, Councilman Best moved to defer the Resolution to a later meeting. Vice Mayor Garcia seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Garcia, Councilman Best, Councilwoman Mitchell, Councilman Fajet, and Mayor Bain voting Yes.

B) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs Providing For The Second Amendment To The FY 2020-21 General Fund Budget And Special Revenue Fund Budget To Record Cares Act Funding To Pay The Costs Of The Covid-19 Grocery Card Program And The Purchase Of Temperature Kiosks, Funding For The Purchase Of A New A/C Chiller For The Community Center, To Record Insurance Reimbursement For A Replacement Police Vehicle, And Funding For The Purchase Of A New Vehicle For The Building/Code Department; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

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 Garcia, Councilman Best, Councilwoman Mitchell, Councilman Fajet, and Mayor Bain voting Yes.

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Continuing Professional Services Agreement With Bermello, Ajamil & Partners, Inc. For Architectural And Engineering Services Pursuant To Request For Qualifications No. 01-19/20; Providing For Authorization; And Providing For An Effective Date

Assistant City Manager Tammy Romero read the Resolution by title.

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

D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Arborist Services Agreement With BTS Land Services, Corp. in An Amount Not To Exceed Budgeted Funds; Providing For Authorization; And Providing For An Effective Date

Assistant City Manager Tammy Romero read the Resolution by title.

Councilman Best moved to approve the Resolution as read. Councilwoman Mitchell seconded the motion, after some discussion, Councilman Best withdrew his motion. Discussion ensued, Vice Mayor Garcia offered an amendment to the contract, as follows:

- *Vendor be added as an arborist to the current contract*
- *Vendor be prohibited to perform the removal/planting service as the arborist deems as recommended*

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

E) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Repealing And Replacing Resolution No 2021-3896; Codesignating A Portion Of Curtiss Parkway Between Deer Run And Pinecrest Drive As “Sebastian Ortiz Way”; Providing For Authorization; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

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

12. Other Business:

A) Vote of Confidence for the City Clerk as Required by Section 8.01 (1) of the City Charter

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

B) Vote of Confidence for the City Attorney as Required by Section 8.01 (1) of the City Charter

Vice Mayor Garcia moved to give City Attorney Haydee Sera, and the firm, Weiss Serota a vote of confidence. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Garcia, Councilman Best, Councilwoman Mitchell, Councilman Fajet, and Mayor Bain voting Yes.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera thanked the City Council for the vote of confidence. She stated that she continues to look forward with working with the Council.

B) City Manager

City Manager William Alonso announced that the Miami Springs Community Center has been designated as a FEMA COVID-19 Vaccination site starting next week, more information is forthcoming. He announced that the Woman's Club hosted a meet the candidates event in the upcoming week for the candidates that will be running on April 6th.

C) City Council

Councilman Best thanked Brenda Knight, of Jazzercise for her time tonight and looks forward to seeing her back. He confirmed with the City Clerk that all precincts will be voting in one location at the Country Club on April 6th.

Councilwoman Mitchell thanked the City Manager and Senior Center staff for their continued efforts for vaccinating the City's seniors. She thanked the Woman's Club for holding the Candidate forum recently. She reminded the public that hurricane season is right around the corner, June 1st, she said to start preparing and thinking about specific needs especially during the pandemic.

Councilman Fajet thanked the Woman's club for the Meet the Candidate event today. He encouraged the public to get vaccinated in order to get things back to normal as quickly as possible. He recognized Carlos Gomez, who spearheads the flags on

Curtiss Parkway and the upcoming plans that are in store for this years event. He stated that Saturday from 4pm to 7pm the Lions Club will have their annual lasagna dinner to raise money for a good cause.

Vice Mayor Garcia also thanked the Woman' s Club for the Meet the Candidate forum. He reminded that elections are happening on April 6th, and encouraged residents to get out and vote. He encouraged the Council to promote Election Day and talk to constituents to get out and vote. He stated that Early Voting is April 2nd and April 3rd at City Hall from 8am to 4pm. He thanked the resident that came to speak on her concerns at the Golf Course, he reassured her that the City Staff will have a solution on the issue. He requested a consensus from the Mayor and City Council to recognize two officers from CPO for their education program at ISAAC Academy, he stated that he would like to recognize both of them at the next Council meeting along with his daughter, Addison Garcia.

Mayor Bain reminded the public to be patient during the vaccination event coming up. The vaccination program is a Federal Government run event and it is open to everyone in Miami-Dade County not to just residents.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:20 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 22nd day of March, 2021.*

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: March 22, 2021

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

Via: William Alonso, City Manager/Finance Director

From: *Armando Guzman 3/17/2021*
Armando Guzman, Chief of Police

Subject: FY 20/21 Uniform Request

Recommendation: Recommendation by the Police Department that Council waive the competitive bid process in the best interests of the City, mainly due to they are the only local vendor in Miami-Dade County to provide police uniforms, and approve an expenditure to Lou's Police Distributors, not to exceed \$25,000.00, for police uniforms as funds were approved in the FY 20/21 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code.

Discussion/Analysis: For police uniforms for 45 sworn officers, and 20 civilian employees. The last uniform order was April 2020. We contacted Galls to obtain a quote. We were advised that because of the small size of our agency they would not service us in their Broward County location and the only other location available to us is in Orlando, FL. We contacted Argo (Broward County) to obtain a quote and they have not responded to date. Having a local provider where Officers and supporting staff can try on and attain their uniforms is beneficial. A neighboring, central location would increase efficiency and allow for the obtainment of the goods and services in a timely manner.

Submission Date and Time: 3/17/2021 11:07 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>						
<p>Department: <u>Police Department</u></p> <p>Prepared by: <u>Ariadna Quintana</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Dept. Head: <i>Armando Guzman 3/17/21</i></p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p>Dept./ Desc.: <u>Police Uniforms Account</u></p> <p>Account No.: <u>001-2001-521.52-03</u></p> <p>Additional Funding: <u>N/A</u></p> <table border="0"> <tr> <td>Amount previously approved: \$</td> <td style="text-align: right;"><u>FY 19/20</u> <u>25,000.00</u></td> </tr> <tr> <td>Current request: \$</td> <td style="text-align: right;"><u>25,000.00</u></td> </tr> <tr> <td>Total vendor amount: \$</td> <td style="text-align: right;"><u>25,000.00</u></td> </tr> </table>	Amount previously approved: \$	<u>FY 19/20</u> <u>25,000.00</u>	Current request: \$	<u>25,000.00</u>	Total vendor amount: \$	<u>25,000.00</u>
Amount previously approved: \$	<u>FY 19/20</u> <u>25,000.00</u>							
Current request: \$	<u>25,000.00</u>							
Total vendor amount: \$	<u>25,000.00</u>							

RESOLUTION NO. 2021-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF POLICE UNIFORMS FROM LOU’S POLICE DISTRIBUTORS IN AN AMOUNT NOT TO EXCEED \$25,000; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) is in need of uniforms for use by the City’s Police Department (the “Department”) to provide services for the safety of the City’s residents and visitors and facilitate the provision of day-to-day operations of the Department; and

WHEREAS, Lou’s Police Distributors (the “Vendor”) is an entity located within Miami-Dade County, in close proximity to the City, which serves as a supplier for various police equipment needs, including uniforms; and

WHEREAS, the City Manager recommends that the City Council waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the purchase of the uniforms as being in the best interest of the City; and

WHEREAS, the City Council desires to approve the purchase of police uniforms from the Vendor consistent with the Quote attached hereto as Exhibit “A” (the “Proposal”) in an amount not to exceed \$25,000 pursuant to Section 31-11(E)(6)(g) of the City Code; and

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. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. That the City Council hereby approves the purchase of the uniforms from the Vendor consistent with the Quote in an amount not to exceed \$25,000 pursuant to Section 31-11(E)(6)(g) of the City Code.

Section 3. Waiver. That the City Council hereby waives the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the purchase of the uniforms as being in the best interest of the City.

Section 4. Authorization. That the City Council hereby authorizes the City Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in an amount not to exceed \$25,000.

Section 5. 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 Xavier Garcia	_____
Councilman Bob Best	_____
Councilman Walter Fajet	_____
Councilwoman Maria Puente Mitchell	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED this ____ day of March, 2021.

BILLY BAIN
MAYOR

ATTEST:

ERIKA GONZALEZ, 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

Lou's Police Distributors, Inc.

7815 West 4th Ave
 Hialeah, FL 33014
 Phone (305) 416-0000 Fax (305) 824-9205



Quotation

DATE March 17, 2021
Quotation # 21821MS
Customer ID

Bill To:

MIAMI SPRINGS POLICE DEPT.
201 WESTWARD DRIVE
MIAMI SPRINGS, FLORIDA 33166
ATTN:ARIADNA QUINTANA

Quotation valid until: April 16, 2021**Prepared by:** MARLENE SILVA**Comments or special instructions:** PRICES GOOD TILL 9-30-21

Item Number	Description	QTY	Price per Unit	Extension
8675	BLAUER SUPERSHIRT NAVY XS-2X	65	\$ 43.98	\$ 2,858.70
8657T	BLAUER 6 POCKET PANTS NAVY 28-44	67	\$ 47.98	\$ 3,214.66
8675W	BLAUER FEMALE SUPERSHIRT NAVY 30-44	12	\$ 43.98	\$ 527.76
8657WT	BLAUER 6 POCKET PANTS NAVY 2-24	24	\$ 47.98	\$ 1,151.52
6120R	BLAUER NAVY 3 SEASON JACKET S-2X	4	\$ 125.00	\$ 500.00
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				\$ -
TOTAL				\$ 8,252.64

Lou's Police Distributors, Inc.

7815 West 4th Ave
 Hialeah, FL 33014
 Phone (305) 416-0000 Fax (305) 824-9205



Quotation

DATE February 18, 2021

Quotation # 21821ms

Customer ID

Bill To:

MIAMI SPRINGS POLICE DEPT.
201 WESTWARD DR.
MIAMI SPRINGS, FL, 33166
ATTN: ARIADNA QUINTANA

Quotation valid for: 30 Days
Prepared by: Marlene Silva

Comments or special instructions: **PRICES VALID 2-18-21 TO 9-30-21**

Item Number	Description	QTY	Price per Unit	Extension
UD34200	FECHHEIMER MALE NAVY PANTS (28-42)	48	\$ 40.98	\$ 1,967.04
UD34200	FECHHEIMER MALE NAVY PANTS OV (44-50)	2	\$ 44.98	\$ 89.96
UD34250	FECHHEIMER FEMALE NAVY PANTS (2-18)	56	\$ 40.98	\$ 2,294.88
34W7886Z	FLYING CROSS OR EQUAL L/S NAVY MALE SHIRT (14-18.5)	10	\$ 44.98	\$ 449.80
34W7886Z	FLYING CROSS OR EQUAL L/S NAVY MALE SHIRT OV (19-22)	2	\$ 56.98	\$ 113.96
UD12021	FLYING CROSS OR EQUAL L/S WHITE MALE SHIRT (14-18.5)	2	\$ 46.98	\$ 93.96
87R7886Z	FLYING CROSS OR EQUAL S/S NAVY MALE SHIRT (14-18.5)	35	\$ 34.98	\$ 1,224.30
87R7886Z	FLYING CROSS OR EQUAL S/S NAVY MALE SHIRT OV (19-22)	1	\$ 44.98	\$ 44.98
UD12001	FLYING CROSS OR EQUAL S/S WHITE MALE SHIRT (14-18.5)	6	\$ 38.98	\$ 233.88
127R7886Z	FLYING CROSS OR EQUAL L/S NAVY FEMALE SHIRT (30-46)	2	\$ 44.98	\$ 89.96
126R78Z	FLYING CROSS OR EQUAL L/S WHITE FEMALE SHIRT (30-46)	15	\$ 46.98	\$ 704.70
177R7886Z	FLYING CROSS OR EQUAL S/S NAVY FEMALE SHIRT (30-46)	7	\$ 34.98	\$ 244.86
176R78Z	FLYING CROSS OR EQUAL S/S WHITE FEMALE SHIRT (30-46)	56	\$ 38.98	\$ 2,182.88
HER5416S	SERGEANT CHEVRONS (PAIR)	20	\$ 2.98	\$ 59.60
LIB525/599MNV	LIBERTY NAVY JACKET W/LINER	12	\$ 59.98	\$ 719.76
SOU3202	LIGHT BLUE 65/35 S/S 14-17.5 (FOR PSA)	5	\$ 34.98	\$ 174.90
SOU3102	LIGHT BLUE 65/35 L/S 14-17.5 (FOR PSA)	2	\$ 34.98	\$ 69.96
NEE9100SC	NEESE 48"YELLOW RAINCOAT W/HOOD - POLICE ON BACK	6	\$ 69.98	\$ 419.88
511-74273	5.11 TACLITE PANTS SIZES:28-44	20	\$ 40.00	\$ 800.00
90010/90043/90063	SAMUEL BROOME 18"-22 BLACK TIES	14	\$ 7.98	\$ 111.72
511-71049	5.11 PERFORMANCE POLO S/S DARK NAVY S-XL	6	\$ 36.98	\$ 221.88
511-74369	STRYKE PANT W/FLEXTAC WAIS/LENT (ANY COLOR)	12	\$ 64.98	\$ 779.76
STIEMB1	EMBROIDERY BADGE & DEPT. & NAME	6	\$ 16.98	\$ 101.88
TOTAL				\$ 13,194.50

RESOLUTION NO. 2021-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AUTHORIZING THE RETIREMENT OF POLICE K-9 SHADOW; APPROVING AN AGREEMENT FOR TRANSFER OF OWNERSHIP OF K-9 SHADOW; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) has one K-9 Officer known as K-9 Shadow, a male German Shepherd Dog, (“K-9 Shadow”) which has been assigned to retiring Officer Darryl Cates since it was acquired by the City; and

WHEREAS, it is customary in law enforcement for a K-9 animal to be sold to his partner; and

WHEREAS, the City wishes to retire K-9 Shadow and sell K-9 Shadow to retiring Officer Darryl Cates; and

WHEREAS, the City Manager recommends that it is appropriate and in the best interest of the City to approve the Agreement for Transfer of Ownership of Canine between the City and Darryl Cates, inclusive of the Bill of Sale, attached hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, the City Council approves the Agreement and Bill of Sale, and authorizes the City’s Chief of Police to execute the Agreement and Bill of Sale on behalf of the City in substantially the form attached hereto as Exhibit “A”; and

WHEREAS, the City Council finds that this Resolution is appropriate and 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. Retirement. That K-9 Shadow is hereby retired from service to the City.

Section 3. Approval. That the City Council hereby approves the Agreement and Bill of Sale.

Section 4. Authorization. That the City Council hereby authorizes the City's Chief of Police to execute the Agreement and Bill of Sale in substantially the form attached hereto as Exhibit "A," subject to approval by the City Attorney as to form, content, and legal sufficiency.

Section 5. 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 Zavier Garcia	_____
Councilman Bob Best	_____
Councilman Walter Fajet	_____
Councilwoman Maria Puente Mitchell	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED this 22nd day of March, 2021.

BILLY BAIN
MAYOR

ATTEST:

ERIKA GONZALEZ, 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

**AGREEMENT BETWEEN THE CITY OF MIAMI SPRINGS
AND DARRYL CATES FOR
TRANSFER OF OWNERSHIP OF CANINE**

THIS AGREEMENT (this “Agreement”) is made effective as of the 19th day of March, 2021 (the “Effective Date”), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”), and **DARRYL CATES**, an individual (hereinafter, the “Buyer”).

WHEREAS, Buyer is retiring as a police officer from the City’s Police Department (“MSPD”); and

WHEREAS, the MSPD has one K-9 Officer known as K-9 Shadow, a male German Shepherd Dog, which is acclimated to Buyer; and

WHEREAS, it is customary in law enforcement for a K-9 animal to be sold to his partner; and

WHEREAS, the City has retired K-9 Shadow and wishes to sell K-9 Shadow to his partner, Buyer, who wishes to purchase retired K-9 Shadow; and

WHEREAS, the City and Buyer have agreed to transfer ownership of K-9 Shadow upon the terms and conditions provided herein and the City Council has approved this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and the Buyer agree as follows:

1. The above recitals are true and are incorporated herein by reference.
2. The City hereby sells, assigns, conveys and transfers all rights, title and interest in K-9 Shadow to Buyer and Buyer agrees to purchase retired K-9 Shadow from the City for the sum of \$1.00. Buyer agrees to assume any and all risks related to this Agreement and K-9 Shadow from the Effective Date.
3. The Chief of Police is authorized to execute the attached Bill of Sale, selling K-9 Shadow to Buyer.
4. By agreeing to the purchase of K-9 Shadow, Buyer agrees to provide and pay for any and all expenses, including but not limited to, medical care, veterinary care, feed and boarding expenses of said dog, and undertakes any and all liability for the actions of K-9 Shadow. The City will no longer be held responsible for any expenses in reference to K-9 Shadow from the Effective Date. The parties recognize and agree that the purchase of K-9 Shadow by Buyer stops any payment to Buyer by the City for the care of said dog.
5. **Acknowledgement of Training; Release of Liability**. In accepting transfer from the City of the dog known as K-9 Shadow, Buyer recognizes that said animal has received training in police procedures and tactics and by acceptance of this animal, Buyer, for and in consideration of the transfer to him of K-9 Shadow, agrees to hold harmless the City of Miami Springs, the

Miami Springs Police Department, and its officers, employees and agents from any and all liability whatsoever that might arise from acts engaged in by the forenamed canine resulting from his training as herein described, as well as any other acts of said canine whether or not attributable to such training. Buyer further agrees to waive any and all claims of liability insofar as the City of Miami Springs, the Miami Springs Police Department, its officers, employees and agents are concerned that might arise as a result of Buyer's use and/or possession of said animal. It is further understood by Buyer that, in consideration of this transfer, the City makes no representations concerning the health of the animal, which is transferred "as is" and Buyer assumes all responsibility and obligation for the condition, care and acts of said animal.

6. Indemnification.

6.1. Buyer shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Buyer's performance or non-performance of any provision of this Agreement. Buyer shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Buyer's performance or non-performance of this Agreement.

6.2. Buyer further agrees to release, indemnify and promises to defend and hold harmless the City, its officers, employees and agents from and against any and all liability, injuries, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the City, its officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of said canine's activities from date of said transfer; provided, however, this paragraph does not purport to indemnify the City against liability for any activities of K-9 Shadow prior to the Effective Date.

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

7. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

8. Entire Agreement/Modification/Amendment.

8.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

8.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

9. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

CITY OF MIAMI SPRINGS

DARRYL CATES, BUYER

By: _____
Armando Guzman
Chief of Police

By: _____
Darryl Cates, Buyer

Attest:

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

BILL OF SALE

For the purchase price of One Dollar and 00/100 (\$1.00) and other good and valuable consideration, the **CITY OF MIAMI SPRINGS, a Florida municipal corporation** (the "Seller"), does hereby grant, bargain, sell, transfer, and deliver to **DARRYL CATES, an individual** (the "Buyer"), all of Seller's right, title and interest, in and to that certain personal property located in Miami-Dade County, Florida, and more particularly described as follows:

A male German Shepherd Dog, known as K-9 Shadow, aged _____.

TO HAVE AND TO HOLD the Personal Property unto the Buyer, its successors and assigns, forever. THE PERSONAL PROPERTY IS CONVEYED "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AS OF THE DATE OF THE EXECUTION OF THIS BILL OF SALE, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. BUYER IS HEREBY ACQUIRING THE PERSONAL PROPERTY BASED SOLELY UPON BUYER'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS OR CONTRACTORS.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed this _____ day of March, 2021.

CITY OF MIAMI SPRINGS

Attest:

By: _____
Armando Guzman
Chief of Police, City of Miami Springs
Pursuant to Resolution No. 2021-_____

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of **March, 2021**, by **Armando Guzman** as **Chief of Police for the City of Miami Springs**.

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)



AGENDA MEMORANDUM

Meeting Date: March 22, 2021

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

Via: William Alonso, City Manager/Finance Director

From: Armando Guzman, Chief of Police *Armando Guzman 3/11/2021*

Subject: FY 20/21 Motorcycle Lease Approval

Recommendation: Recommendation by the Police Department that Council approve the execution of a three-year lease agreement with Peterson’s Harley Davidson of Miami, for four (4) new fully equipped 2021 police motorcycles, as a sole source provider, in the amount of \$19,200.00 (FY20/21 expense), as these funds are available in the FY20/21 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code.

Discussion/Analysis: Request approval of a 36-month lease, and approval for FY20/21 expense of \$19,200.00 for four motorcycles at \$800.00/each per month. The increase includes an additional “Daymaker” LED light. This lease program was first implemented in April 2015 and has proven to be more cost effective, as well as providing the most up to date equipment and technology for our agency. See attached Lease Agreement between the City of Miami Springs and Peterson’s Harley-Davidson of Miami, LLC.

Submission Date and Time: 3/11/2021 1:30 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u> Prepared by: <u>Ariadna Quintana AQ.</u> Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dept. Head: <i>Armando Guzman 3/11/2021</i> Procurement: _____ Asst. City Mgr.: _____ City Manager: _____	Dept./ Desc.: <u>Police Rentals & Leases/Equipment</u> Account No.: <u>001-2001-521.44-02</u> Additional Funding: <u>N/A</u> Amount previously approved: \$ <u>18,504.00</u> <small>FY18/19</small> Current request: \$ <u>19,200.00</u> Total vendor amount: \$ <u>19,200.00</u>

RESOLUTION NO. 2021-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A LEASE AGREEMENT WITH PETERSON'S HARLEY-DAVIDSON OF MIAMI, LLC FOR FOUR POLICE MOTORCYCLES IN AN AMOUNT NOT TO EXCEED \$115,200 OVER A 36 MONTH TERM; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") is in need of four motorcycles for use by the City's Police Department (the "Department") to provide services for the safety of the City's residents and visitors and facilitate the provision of day-to-day operations of the Department; and

WHEREAS, Peterson's Harley-Davidson of Miami, LLC ("Vendor") is the sole provider of Harley-Davidson Police Motorcycles available for lease in Miami-Dade County; and

WHEREAS, the City Manager recommends that the lease of the motorcycles be deemed exempt from the competitive bidding procedures of the City Code pursuant to Section 31-11(E)(6)(c) of the City Code as a sole source purchase; and

WHEREAS, the City Council desires to approve a lease agreement with the Vendor for the lease of four (4) police motorcycles (the "Police Motorcycles") in substantially the same form attached hereto as Exhibit "A" (the "Agreement") for a 36 month term at the rate of \$800 per month per vehicle in an amount not to exceed \$115,200 pursuant to Section 31-11(E)(6)(c) of the City Code; and

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. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. That the City Council hereby approves the Agreement pursuant to Section 31-11(E)(6) of the City Code.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to negotiate and execute the Agreement attached hereto as Exhibit "A," and any

purchase order, or required documentation for the Agreement described in this Resolution, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in an amount not to exceed \$115,200 over a 36 month term.

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 Xavier Garcia	_____
Councilman Bob Best	_____
Councilman Walter Fajet	_____
Councilwoman Maria Puente Mitchell	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED this ____ day of March, 2021.

BILLY BAIN
MAYOR

ATTEST:

ERIKA GONZALEZ, 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



March 16, 2021

Claire Gurney
Lieutenant
Miami Springs Police Department
201 Westward Dr.
Miami Springs, FL 33166

RE: Dealer Assigned Territory

Dear Lt. Gurney:

Peterson's Harley-Davidson of Miami is the only authorized Harley-Davidson Dealer serving Miami-Dade County and parts of Broward County. We are the sole provider of Harley-Davidson police motorcycles available for lease in the mentioned counties. Attached is a map detailing the specific areas Peterson's Harley-Davidson serves, shown by zip code, also known as our dealer assigned territory (DAT).

If you have any questions about the information contained in the attached map, please contact the Office Manager, Christy Torrence, at 305-651-4811 or via email at christyt@miamiharley.com

Sincerely,

A handwritten signature in black ink, appearing to read "Dirk Peterson".

Dirk Peterson
Owner

Lease Agreement

Option B

\$800 for FLHP or FLHTP model

INCLUDED	NOT INCLUDED
<ol style="list-style-type: none">1. Regular scheduled services as recommended by the factory (see exhibit 2)2. Parts and labor for installation of dealer-owned equipment (LED lights, siren, police box and guard rails)3. Transfer of dealer-owned equipment upon renewal4. Parts and labor for repair/replacement of tires, brakes and clutches5. Parts and labor for installation of police-owned equipment (such as, radars, radios, set-com, moto-lights and cameras)6. Transfer of police-owned equipment upon renewal	<ol style="list-style-type: none">1. Parts and labor as a result of physical damages



**LEASE AGREEMENT BETWEEN CITY OF MIAMI SPRINGS
AND PETERSON'S HARLEY-DAVIDSON OF MIAMI, LLC
FOR HARLEY-DAVIDSON POLICE MOTORCYCLES**

This Agreement made and entered into between Peterson's Harley-Davidson of Miami, LLC, herein referred to as "Lessor" and City of Miami Springs, herein referred to as "Lessee," made this _____ day of _____, 2021 for the purpose of leasing four (4) black FLHP Harley-Davidson Police motorcycles under the following terms and conditions:

- 1) **EQUIPMENT:** 2021 black FLHP Harley-Davidson Police solo motorcycles with the complete description provided on the attached specification sheet herein referred to as "Exhibit 1".
- 2) **AGREEMENT TERM:** The term of this Agreement shall commence on the date of delivery of the aforesaid police motorcycle and continue thereafter for a period of thirty-six (36) months. Motorcycles leased under this Agreement are to be used for police and related activities: off-duty details, funeral escorts and parades only. Any other use shall require the prior written consent of Lessor. At the end of the Agreement term, Lessee shall return the motorcycles to Peterson's Harley-Davidson of Miami, L.L.C.

By mutual agreement of the parties, Lessee may extend the term of this Agreement for up to ninety (90) calendar days beyond the expiration of the term, if needed, while a new agreement is being negotiated. If this right is exercised, Lessee shall notify Lessor, in writing, and prior to sixty (60) calendar days of the expiration of the term, of its intent to extend the Agreement beyond the term for a specific number of days, subject to the same terms and conditions set forth in this Agreement. If Lessee keeps possession of the motorcycles past the expiration of this Agreement, the Lessee shall continue to pay the monthly payments as specified in this Agreement. The Lessee shall also pay the Lessor for any services or repairs needed, including parts and labor for tires, brakes, clutches, and damage to engine, transmission, paint, or body parts incurred during the extension unless another arrangement was mutually agreed upon prior to the expiration of this Agreement. Please refer to Paragraph 13 with regard to maintenance and warranty of the motorcycles.

- 3) **PAYMENT PERIOD:** Lessee shall pay monthly payments in the amount of \$800.00 for each motorcycle. Payments include the cost of equipment, payment of interest,

maintenance, and administrative costs, less the residual value of the motorcycle. Lease of motorcycles will be billed around the 5th day of each month and payable within 30 days of the date billed during the term of this Agreement.

- 4) **INSURANCE:** At its own expense, the lessee shall carry casualty insurance in the amount of \$2,000,000 with respect to the motorcycle and shall carry Public Liability and Property Damage Insurance sufficient to protect the actual cash value of the equipment and to protect the Lessor from liability in all events. The Lessee shall carry Worker's Compensation covering all its employees working on, in, or about the motorcycle. The Lessee shall furnish to the Lessor certificates or other satisfactory evidence of all insurance coverage described above as required by the terms and conditions of this Agreement. The Lessor shall be named as additional insured and loss payee.
- 5) **HOLD HARMLESS INDEMNIFICATION BETWEEN PARTIES:** Subject to the provisions and monetary limitations of Section 768.28 (5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the Lessee shall and does hereby indemnify and save the Lessor harmless from any and all liability arising out of the leasing, renting, operation, control, use, delivery and/or return of the motorcycle including, but not limited to injuries causing personal injury, property damage and/or death, except for damages resulting from a design fault in the product, but shall be credited with any amounts received by the Lessee with respect thereto from liability insurance by the Lessee. The indemnification shall include all costs and expenses including Attorney's fees incurred by the Lessor in connection with any suits or actions resulting from and special liability. Nothing contained herein is intended nor shall be construed to waive Lessee's right and immunities under common law and Section 768.28, Florida Statutes.
- 6) **LIENS:** The Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, and encumbrance or claim on or with respect to the motorcycle, except with respect to the respective rights of the Lessor as herein provided. Lessee shall promptly, as its own expense, take such actions as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above if the same shall arise at any time due to the Lessee's action or inaction.
- 7) **TAXES AND FEES:** The Lessee shall pay any necessary taxes or fees, including but not limited to Sales and Use Tax, Excise Tax, Personal Property Tax, assessments, penalties, licenses, fees, registration fees, freight and transportation charges, permits and any similar charges imposed on the ownership, possession or use of the motorcycle during the term of the Agreement. Both parties recognize that the Lessee is tax exempt under Florida Law.
- 8) **CARE AND USE OF EQUIPMENT:** The Lessor agrees to maintain the motorcycle pursuant to the manufacturer's standard preventative maintenance plan and/or recommendation, pursuant to the provisions set forth in Paragraph 13. All repairs shall be made at Peterson's Harley-Davidson of Miami LLC., located at 19400 NW 2nd Ave., Miami, FL 33169. The Lessee, at its own cost and expense, shall ensure delivery of the

Motorcycle to Peterson's Harley-Davidson of Miami L.L.C., located at 19400 NW 2nd Ave., Miami, FL 33169, at regular intervals set up by the Lessor in accordance with the service schedule attached herein referred to as "Exhibit 2." The Lessee shall protect the motorcycle from deterioration other than normal wear and tear, shall use the motorcycle for police related activities only, without abuse, and shall not make modifications, alterations or additions to the motorcycle without the written consent of the Lessor, which shall not be unreasonably withheld. The Lessor shall have the right, during regular business hours to enter upon the premises where the motorcycle is located in order to inspect, observe or otherwise protect the Lessor's interest and the Lessee shall afford them the opportunity to do so.

- 9) **DAMAGE OR DETERIORATION OF MOTORCYCLES:** In the event the motorcycle is damaged due to the actions of the Lessee or its employees prior to the end of this Agreement, the Lessee will promptly have the motorcycle repaired and restored to its original condition and working order. Any damage done to lease motorcycles during the officers' training will be repaired as soon as possible following damage at Lessee's expense. This includes damage done to engine, transmission, brakes, paint, and body parts. All repairs must be done at the Lessor's repair facility located at 19400 NW 2nd Ave., Miami, FL 33169. In case of theft or total loss of the motorcycle, the replacement value shall be \$25,000.00 minus 1.5% for each month the agreement is in effect.
- 10) **SELECTION OR RIDER:** The Lessor reserves the right to reject any rider of his motorcycle so as to be assured that proper handling and care is exercised.
- 11) **RIDER RESPONSIBILITY AND PRIVILEGES:** The rider will be responsible for keeping the motorcycle clean and is required to report any defects or abnormalities. The rider shall be allowed to use the motorcycle to go back and forth to work provided that it is fully insured at all times by the Lessee and the distance is no more than thirty (30) miles each way per motorcycle during the lease period. For each mile driven per motorcycle over 30,000 total miles during the lease period, there shall be a \$0.15 cents per mile charge.
- 12) **EVENTS OF DEFAULT AND REMEDIES:** Lessee shall be deemed to be in default hereunder upon the happening of any of the following events of default:
- a) Lessee shall fail to make any periodic payment, or to pay any other payments required to be paid hereunder, or
 - b) Lessee shall fail to keep any such other term, covenant or condition contained herein.

Upon the occurrence of an event of default as specified above, and upon the failure of Lessee to remedy such event of default with all reasonable dispatch within a period of thirty (30) days, Lessor or its assigns shall have the right, at its option without any demand or notice, to pursue any of the following remedies:

- a) By written notice to Lessee, declare an amount equal to all payments due during the Agreement term to be immediately due and payable as liquidated damages and not as a penalty, whereupon the same shall become immediately due and payable.
- b) Re-enter and take possession of the equipment, enforce this Agreement or terminate the Agreement, and repossess the equipment and sell or lease the equipment for the account of the Lessee, holding Lessee liable for all payments up to the effective date of such leasing or selling and for the difference in the purchase price, rental and other amounts paid by the Lessee or purchaser pursuant to such lease or sale and the amounts payable by Lessee hereunder, and
- c) Any action at law or in equity as may appear necessary to collect the payments then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement upon failure to comply with any term, covenant or condition contained herein.

13) MAINTENANCE AND EQUIPMENT: Lessor shall provide full maintenance for the motorcycle at no cost to the Lessee, including regular scheduled services as recommended by the factory in accordance with the schedule attached hereto as Exhibit 2, plus parts and labor for repair and/or replacement of tires, brakes, and clutches. Parts and labor required as a result of physical damages will not be considered maintenance and Lessee shall be fully responsible for such repairs. Transfer of any department-owned equipment, such as radars, radios, set-com, moto-lights, and cameras will also be installed at no charge to the Lessee. The Lessor shall not supply Lessee with gasoline or radios. All maintenance shall be done at Peterson's Harley-Davidson, 19400 NW 2nd Ave., Miami, FL 33169.

The Harley-Davidson Motor Company warranty on the leased motorcycles is for a period of thirty-six (36) months coinciding with the lease term agreed upon between the parties. In the event the Lessee retains the motorcycles at the conclusion of the thirty-six (36) month lease, the Lessee shall be responsible for the cost of maintenance, labor, and parts incurred subsequent to the expiration of the thirty-six (36) month lease.

14) LABOR AND PARTS: Lessor reserves the right at any time to increase the labor rate or make price adjustments to parts as a result of increases in the cost of said parts. Lessor agrees that in no event shall an increased price charged to Lessee be more than that charged to other parties. Discount provisions otherwise applicable shall continue in force even though the prices may be changed. Labor rate increases shall take effect after written notice to Lessee and shall apply to all services subsequently rendered.

15) SUBLEASE OR ASSIGNMENT: Neither the Lessor, nor the Lessee may assign this lease. Neither the Lessor nor the Lessee may affect the subleasing of the motorcycle.

16) TERMINATION: Either party may at any time during the term hereof, upon sixty (60) days written notice to the other party, terminate this Agreement with or without cause. Lessor shall be entitled to lease payments due or incurred up to the date of such termination or until the motorcycle(s) are returned.

- 17) **ENTIRE AGREEMENT; AMENDMENTS:** This Agreement constitutes the entire agreement between Lessor and Lessee, and all negotiations and oral understandings are merged herein. No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement and signed by each Party.
- 18) **CONSENT TO JURISDICTION:** The Parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.
- 19) **GOVERNING LAW:** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.
- 20) **HEADINGS:** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 21) **SEVERABILITY:** If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 22) **WAIVER:** The waiver by either Party of any failure on the part of the other Party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.
- 23) **COSTS AND ATTORNEY'S FEES:** If either Lessor or Lessee are required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing Party shall be entitled to recover from the other Party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

City:

Peterson's Harley-Davidson of Miami, LLC:

Signature of Authorized Representative



Dirk Peterson, Owner

Name & Title

HARLEY-DAVIDSON

ROAD KING®



Model shown with optional emergency equipment.

NEW IN 2021

- Mechanical Adjustable Actuation Clutch
- Limited 3 year, 60,000 mile factory warranty
 - Police Duty Use only
 - Fully Transferable
 - Expires at 3 years or 60,000 miles, whichever comes first

MODEL UNIQUE FEATURES

- RDRS Rider Safety Enhancements
 - Cornering Enhanced ABS (C-ABS)
 - Cornering Enhanced Electronic Linked Braking (C-ELB)
 - Cornering Enhanced Traction Control System (C-TCS)
 - Drag-Torque Slip Control System (DSCS)
 - Vehicle Hold Control (VHC)
 - Tire Pressure Monitoring System (TPMS)
- Fan-assisted oil cooler
- Floating, dual-front open brake rotors
- 2-1-2 exhaust with dual tapered mufflers
- Dual law enforcement blue license plate marker lamps (OEM standard)
- Pivoting footboards with heel/toe shift lever
- Dual halogen headlight
- Reflex™ Linked Brembo® Brakes with ABS
- 4-piston front and rear caliper
- Trigger switch activation allows approx. 15 minutes of power to police emergency equipment with ignition off
- Independent hazard warning switch
- Emergency light switch with 4 functions and individual indicator lights for: Off, Both Front and Rear On, Front On only, Rear On only
- Saddlebags with One-Touch latch, standard saddlebag guard and luggage locks, common with ignition key

DIMENSIONS

Length	96.5 in. (2404 mm)
Overall Width	37 in. (940 mm)
Overall Height	56.3 in. (1430 mm)
Seat Height	Laden² 27.3 in. (695 mm) Unladen 31.1 in. (790 mm)
Ground Clearance	5.3 in. (135 mm)
Rake (Steering Head)	26°
Fork Angle	29.25°
Trail	6.7 in. (170 mm)
Wheelbase	64 in. (1625 mm)
Fuel Capacity (warning light at approximately 1 gal.)	6 gal. (22.7 L)
Weight	
• As Shipped	805 lb. (365 kg)
• In Running Order	842 lb. (382 kg)
• Gross Vehicle Weight Rating	1360 lb. (617 kg)
• Gross Axle Weight Rating	
- Front	500 lb. (227 kg)
- Rear	927 lb. (420 kg)

ENGINE

Engine	Milwaukee-Eight[®] 114 Engine
Valves	Pushrod-operated, overhead valves with hydraulic, self-adjusting lifters; four valves per cylinder
Bore x Stroke	4.016 in. x 4.5 in. (102 mm x 114 mm)
Displacement	114 cu. in. (1868 cc)
Compression Ratio	10.5:1

PERFORMANCE

Engine Torque ³ (per J1349):	
• North America	123 ft. lb. @ 3000 RPM (167 Nm @ 3000 RPM)
Lean Angle (per J1168):	
• Right	32°
• Left	32°
Fuel Economy ⁴ (EPA estimate - combined MPG)	43 mpg (5.5 L/100 km)

CHASSIS

Frame	Mild steel; tubular frame; two-piece stamped and welded backbone; cast and forged junctions; twin downtubes; bolt-on rear frame with forged fender supports; MIG welded.
Swingarm	Mild steel, two-piece drawn and welded section, forged junctions, MIG welded
Front Fork	49 mm Dual Bending Valve
Rear Shocks	Premium standard height hand-adjustable rear suspension
Wheels	Impeller Cast Aluminum
• Front	17 in. x 3 in. (432 mm x 76 mm)
• Rear	16 in. x 5 in. (406 mm x 127 mm)
Brakes	
• Caliper Type	32 mm, 4-piston front and rear
• Rotor Type (diameter x width):	
- Front (dual floating rotors)	11.8 in. x 0.2 in. (300 mm x 5.1 mm)
- Rear (fixed rotor)	11.8 in. x 0.28 in. (300 mm x 7.1 mm)
• Anti-lock Braking System	Standard
Suspension Travel	
• Front Wheel	4.6 in. (117 mm)
• Rear Wheel	3 in. (76 mm)

¹ North America security system includes immobilizer; outside North America, the security system includes immobilizer and siren.

² Measurement reflects 180 lb. (81.7 kg) operator weight.

³ Values shown are nominal.

⁴ The combined fuel economy numbers were derived using a combination of estimated city and highway values. Fuel economy estimates are derived from US EPA exhaust emission certification data on a sample motorcycle from the corresponding family under ideal laboratory conditions. Your actual fuel economy will vary depending on your personal riding habits, road and driving conditions, vehicle condition and maintenance, tire pressure, vehicle configuration (parts and accessories), and vehicle loading (cargo, rider and passenger weight). Break-in mileage may vary.

Model shown with optional emergency equipment.

Visit H-D.com/Police for additional specifications and available color options.

HARLEY-DAVIDSON

ELECTRA GLIDE®



Model shown with optional emergency equipment.

NEW IN 2021

- Mechanical Adjustable Actuation Clutch
- Limited 3 year, 60,000 mile factory warranty
 - Police Duty Use only
 - Fully Transferable
 - Expires at 3 years or 60,000 miles, whichever comes first

MODEL UNIQUE FEATURES

- RDRS Rider Safety Enhancements
 - Cornering Enhanced ABS (C-ABS)
 - Cornering Enhanced Electronic Linked Braking (C-ELB)
 - Cornering Enhanced Traction Control System (C-TCS)
 - Drag-Torque Slip Control System (DSCS)
 - Vehicle Hold Control (VHC)
 - Tire Pressure Monitoring System (TPMS)
- Handlebar with bar ends turned higher to provide more clearance to the operator's legs
- Fan-assisted oil cooler
- Batwing fairing
- Floating, dual-front open brake rotors
- Heated hand grips with adjustable six-setting heat control
- 2-1-2 exhaust with dual tapered mufflers
- Dual law enforcement blue license plate marker lamps (OEM standard)
- Pivoting footboards with heel/toe shift lever
- Daymaker® LED headlight
- Reflex® Linked Brembo® Brakes with ABS
- 4-piston front and rear caliper
- Trigger switch activation allows approx. 15 minutes of power to police emergency equipment with ignition off
- Independent hazard warning switch
- Emergency light switch with 4 functions and individual indicator lights for: Off, Both Front and Rear On, Front On only, Rear On only
- Saddlebags with One-Touch latch, standard saddlebag guard and luggage locks, common with ignition key

DIMENSIONS

Length	94.7 in. (2405 mm)
Overall Width	37.8 in. (960 mm)
Overall Height	57.1 in. (1450 mm)
Seat Height	Laden² 27.3 in. (695 mm) Unladen 31.7 in. (805 mm)
Ground Clearance	5.3 in. (135 mm)
Rake (Steering Head)	26°
Fork Angle	29.25°
Trail	6.7 in. (170 mm)
Wheelbase	64 in. (1625 mm)
Fuel Capacity <i>(warning light at approximately 1 gal.)</i>	6 gal. (22.7 L)
Weight	<ul style="list-style-type: none"> • As Shipped 809 lb. (367 kg) • In Running Order 844 lb. (383 kg) • Gross Vehicle Weight Rating 1360 lb. (617 kg) • Gross Axle Weight Rating <ul style="list-style-type: none"> - Front 500 lb. (227 kg) - Rear 927 lb. (420 kg)

ENGINE

Engine	Milwaukee-Eight® 114 Engine
Valves	Pushrod-operated, overhead valves with hydraulic, self-adjusting lifters; four valves per cylinder
Bore x Stroke	4.016 in. x 4.5 in. (102 mm x 114 mm)
Displacement	114 cu. in. (1868 cc)
Compression Ratio	10.5:1

PERFORMANCE

Engine Torque ³ (per J1349):	
• North America	123 ft. lb. @ 3000 RPM (167 Nm @ 3000 RPM)
Lean Angle (per J1159):	
• Right	32°
• Left	32°
Fuel Economy ⁴ <i>(EPA estimate - combined MPG)</i>	43 mpg (5.5 L/100 km)

CHASSIS

Frame	Mild steel; tubular frame; two-piece stamped and welded backbone; cast and forged junctions; twin downtubes; bolt-on rear frame with forged fender supports; MIG welded.
Swingarm	Mild steel, two-piece drawn and welded section, forged junctions, MIG welded
Front Fork	49 mm Dual Bending Valve
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• Front Wheel	4.6 in. (117 mm)
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Visit H-D.com/Police for additional specifications and available color options.

ITEM SERVICED	1K	5K	10K	15K	20K	25K	30K	NOTES
Check operation of electrical equipment and switches	✓	✓	✓	✓	✓	✓	✓	
Check front tire pressure, inspect tread	✓	✓	✓	✓	✓	✓	✓	1
Inspect front brake fluid level	✓	✓	✓	✓	✓	✓	✓	5
Check DOT 4 front brake fluid for moisture	✓	✓	✓	✓	✓	✓	✓	1 & 2
Inspect clutch fluid system for leaks, contact or abrasion	✓	✓	✓	✓	✓	✓	✓	4 & 5
Check hand control fastener switch housing screw torque	✓		✓		✓		✓	1, 2 & 6
Check clutch lever handlebar clamp screw torque	✓		✓		✓		✓	1, 2 & 6
Check master cylinder handlebar clamp screw torque	✓		✓		✓		✓	1, 2 & 6
Inspect, lubricate and adjust steering head bearings						✓		2 & 7
Inspect windshield bushings (if equipped)			✓		✓		✓	2
Inspect air cleaner, service as required		✓	✓	✓	✓	✓	✓	3
Replace engine oil and filter	✓	✓	✓	✓	✓	✓	✓	1 & 3
Clean air cooler	✓	✓	✓	✓	✓	✓	✓	
Replace primary chaincase lubricant	✓		✓		✓		✓	3
Replace transmission lubricant	✓				✓			3
Inspect oil lines & brake system for leaks, contact or abrasion	✓	✓	✓	✓	✓	✓	✓	1 & 2
Inspect fuel lines and fittings for leaks, contact or abrasion	✓	✓	✓	✓	✓	✓	✓	1 & 2
Inspect rear brake fluid level	✓	✓	✓	✓	✓	✓	✓	5
Check DOT 4 rear brake fluid for moisture	✓	✓	✓	✓	✓	✓	✓	1 & 2
Brake and clutch systems	FLUSH BRAKE AND CLUTCH SYSTEMS AND REPLACE DOT 4 HYDRAULIC BRAKE AND CLUTCH FLUIDS EVERY TWO YEARS OR							2
Inspect brake pads and discs for wear	✓	✓	✓	✓	✓	✓	✓	
Check front axle nut torque	✓		✓		✓		✓	1, 2 & 6
Inspect and lubricate jiffy stand	✓	✓	✓	✓	✓	✓	✓	2 & 3
Check & lubricate (with Harley Lube) brake & clutch controls	✓	✓	✓	✓	✓	✓	✓	
Check rear tire pressure, inspect tread	✓	✓	✓	✓	✓	✓	✓	1
Inspect and adjust drive belt and sprockets	✓	✓	✓	✓	✓	✓	✓	2
Check rear axle nut torque	✓		✓		✓		✓	1, 2 & 6
Inspect exhaust system for leaks, cracks, loose/missing parts	✓	✓	✓	✓	✓	✓	✓	3
Battery	CHECK BATTERY, TERMINAL TORQUE AND CLEAN CONNECTIONS ANNUALLY/LUBRICATE TERMINALS WITH ELECTRICAL CONTACT							1
Spark plugs	REPLACE SPARK PLUGS EVERY TWO YEARS OR EVERY 30,000 MILES, WHICHEVER COMES FIRST							
Lubricate fuel door hinge and latch with Harley Lube	✓	✓	✓	✓	✓	✓	✓	
Rebuild front forks								2 & 8
Fuel filter	REPLACE FUEL FILTER EVERY 100,000 MILES							2 & 3
Rear sprocket isolators	INSPECT REAR SPROCKET ISOLATORS FOR WEAR AT EACH REAR TIRE CHANGE							
Road test to verify component and system functions	✓	✓	✓	✓	✓	✓	✓	
ESTIMATED SAVINGS	\$ 450.05	\$ 439.87	\$ 445.17	\$ 439.87	\$ 463.00	\$ 868.00	\$ 557.50	\$ 3,663.46

NOTES:

SERVICE MUST BE PERFORMED AT SPECIFIED INTERVALS TO KEEP YOUR HARLEY-DAVIDSON MOTORCYCLE OPERATING AT PEAK PERFORMANCE

1. Perform annually or at specified intervals, whichever comes first
2. Should be performed by an authorized Harley-Davidson dealer, unless you have the proper tools, service data and are mechanically qualified
3. Perform maintenance more frequently in severe riding conditions (extreme temperatures, dusty environments, long storage conditions, short runs, heavy
4. Brake fluid level will drop as brake pads wear
5. Clutch fluid level will rise as clutch wears
6. For torque instructions, see Shop Practices In the service manual
7. Disassemble, lubricate, inspect and adjust every 25,000 miles
8. Disassemble, inspect, rebuild forks and replace fork oil every 50,000 miles

***THE ABOVE ESTIMATES ARE FOR REGULARLY SCHEDULED SERVICES AS RECOMMENDED BY THE FACTORY AND DO NOT CONTAIN INSTANCES OF REPAIR, SUCH AS THE NEED FOR TIRE CHANGES, CLUTCH REPLACEMENTS, BRAKE REPLACEMENTS, WEAR & TEAR, AND OTHER PHYSICAL DAMAGES OR REPAIRS NEEDED.**



AGENDA MEMORANDUM

Meeting Date: 3/8/2021

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

Via: William Alonso, City Manager/Fin. Director

From: Omar L. Luna, Recreation Director

Subject: Jazzercise Agreement– Final Renewal Term

Discussion:


In 2018, the City entered into an agreement with Brenda Knight for use of the City's Multi-Purpose Room at the Community Center to provide Jazzercise instruction. The 2018 Agreement is currently in its final renewal year. The first year of the Agreement was April 2018-March 2019; the second year was for April 2019-March 2020; and the third year was for April 2020-March 2021. Due to the COVID-19 Pandemic, Ms. Knight was unable to operate the instructional program from March 2020 through mid-June 2020. She began classes again around Mid-June at the Aquatic Center. The program had to cut its schedule in half to 4 hours weekly, Monday – Thursday from 6-7pm. There are no weekend classes and the program averages 8-10 people per class. Before the pandemic, the program averaged 25 participants and classes were also held on Tuesdays and Thursdays from 5-6pm and on Saturdays. The current agreement requires a \$300.00 a month use fee.

After speaking to Brenda Knight about her program, we have come up with the following terms to amend the 2018 Agreement:

1. For the months of March 1 thru June 30, the program was not operating due to COVID 19, so the use fee will be waived for those months.
2. Ms. Knight will pay a lump sum of \$350 for the use from July 1, 2020 to Jan 31, 2021 (7 months at \$50 per month since during this period there were only between 4 -6 participants).
3. Beginning retroactive to February 1, 2021, she will pay \$12 per participant. There are currently 10 participants, so she will begin in February at \$120 per month and the expectation is that the usage fee will increase based on the number of participants. As the program increases her use fee will increase accordingly up to a max of \$300 per month (25 participants X \$12). The minimum she will pay is \$120 per month. Based on this \$12 per participant structure with a minimum and maximum monthly payment, Ms. Knight will effectively be paying less than \$7 per day to use the designated space (assuming a use of 4 hours per week at \$12 per participant with 10 participants at \$120 per month) and a maximum of \$17.31 per day (assuming a use of 4 hours per week at \$12 per participant at the maximum fee of \$300 per month).
4. The use scheduled for the program is amended to provide that she will conduct the program four days a week, one hour a day.
5. The term of the agreement will be extended to provide three additional option years at the City's discretion: April 2021-March 2022; April 2022-March 2023; April 2023-March 2024.

Ms. Knight has provided this service to our residents for many years. For this reason, staff recommends approving the attached First Amendment to the Agreement. Please keep in mind that the agreement requires Ms. Knight to provide the City with a \$1 million insurance policy to cover any liability.

Submission Date and Time: 3/3/2021 11:34 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Recreation</u>	Dept. Head: <u></u>	Dept./ Desc.: _____
Prepared by: <u>Omar Luna</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: \$ _____
		Total vendor amount: \$ _____

RESOLUTION NO. 2021-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BRENDA KNIGHT, A LICENSED FRANCHISEE OF JAZZERCISE, INC.; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 23, 2018, the City of Miami Springs (the “City”) Council adopted Resolution No. 2018-3778, approving a Professional Services Agreement (the “Agreement”) with Brenda Knight, a licensed franchisee of Jazzercise, Inc. (the “Provider”); and

WHEREAS, the Agreement provides for Provider to make monthly payments of \$300.00 monthly; and

WHEREAS, because of the unprecedented difficulties, uncertainty, and health and safety concerns caused by the novel coronavirus/COVID-19, the City has agreed to waive \$1,200 in past due payments for the months of March 2020 through and including June 2020 and the corresponding late fees; and

WHEREAS, the City and Provider have mutually agreed to modify the terms of the Agreement in accordance with the terms and conditions set forth in the First Amendment to the Agreement attached hereto as Exhibit “A” (the “First Amendment”), which includes providing up to five option years and a new monthly payment structure beginning retroactive to February 1, 2021; and

WHEREAS, the City Council approves of the First Amendment and authorizes the City Manager to execute the First Amendment on behalf of the City; and

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. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. The City Council approves the First Amendment with the Provider in substantially the form attached hereto as Exhibit “A.”

Section 3. Authorization. The City Council hereby authorizes the City Manager to execute the First Amendment, in substantially the form attached hereto as Exhibit "A," subject to the approval of the City Attorney as to form, content, and legal sufficiency.

Section 4. Effective Date. This Resolution shall become 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 Zavier Garcia	_____
Councilman Bob Best	_____
Councilman Walter Fajet	_____
Councilwoman Maria Puente Mitchell	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED this ____ day of March, 2021.

BILLY BAIN
MAYOR

ATTEST:

ERIKA GONZALEZ, 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

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN

THE CITY OF MIAMI SPRINGS

AND

BRENDA KNIGHT, A LICENSED FRANCHISEE OF JAZZERCISE, INC.

THIS FIRST AMENDMENT to the **PROFESSIONAL SERVICES AGREEMENT** (the “First Amendment”) is entered into as of the _____ day of _____, 2021 (the “Effective Date of First Amendment”), by and between the **CITY OF MIAMI SPRINGS**, a Florida municipal corporation, (the “City”) and **BRENDA KNIGHT**, individually and as a licensed franchisee of Jazzercise, Inc., a California Corporation (the “Provider”), collectively referred to as the “Parties.”

WHEREAS, on April 23, 2018, the City and Provider entered into a Professional Services Agreement for the purpose of Provider utilizing certain City property to conduct a Jazzercise fitness program (the “Agreement”); and

WHEREAS, among other things, the Agreement provides for Provider to make use payments of \$300.00 monthly; and

WHEREAS, because of the unprecedented difficulties, uncertainty, and health and safety concerns caused by the novel coronavirus/COVID-19, the City has agreed to waive \$1,200 in past due payments for the months of March 2020 through and including June 2020 and the corresponding late fees; and

WHEREAS, the City and Provider have mutually agreed to modify the terms of the Agreement in accordance with the terms and conditions set forth in this First Amendment, which includes providing up to five option years and a new monthly payment structure beginning retroactive to February 1, 2021.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the City and Provider agree as follows:

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.
2. **Past Due Payments.** Concurrently with the execution of this First Amendment or on or before March 15, 2021, whichever occurs first, the Provider shall pay the City a lump sum of \$350 in settlement of the past due monthly usage fees for the period of July 1, 2020 through January 31, 2021. The City agrees to waive \$1,200 in past due monthly usage fees for the months of March 1, 2020 through and including June 30, 2020 and any corresponding late fees.
3. **Amendment of Section 2 of the Agreement.** Section 2 of the Agreement is

amended as follows:¹

Section 2. Use of Premises. The City hereby grants Provider the right to utilize the Multi-Purpose Room on ~~Tuesday and Thursday afternoons from 5:00 P.M. to 6:00 P.M., Mondays through Thursdays from 6:00 P.M to 7:00 P.M., and Saturday mornings from 10:00 A.M to 11:00 A.M.,~~ the dates and times set forth in Exhibit A attached hereto and incorporated herein (the “Premises Schedule”) for the operation of Jazzercise upon the terms and conditions set forth herein. The Premises Schedule may be modified from time to time in writing upon the mutual consent of the City and Provider. Notwithstanding the foregoing, the City reserves the right to utilize the areas being provided to Provider upon reasonable advance notice for City-related or sponsored activities, so long as a suitable alternate facility location is provided.

4. **Amendment of Section 3 of the Agreement.** Section 3 of the Agreement is amended as follows:

Section 3. Payments for Usage. Throughout the term of this Agreement, Provider agrees to pay the City a monthly use fee of ~~three hundred dollars (\$300.00)~~ twelve dollars (\$12.00) per Jazzercise participant. Notwithstanding the foregoing, Provider shall pay a minimum monthly use fee of one hundred twenty dollars (\$120.00) and a maximum monthly use fee of three hundred dollars (\$300.00), based upon the monthly number of Jazzercise participants. On or before the fifth day of each month, the Provider shall provide the City with the total number of Jazzercise participants for the immediately preceding month and pay the corresponding monthly use fee for the prior month, which is due in advance and without need for invoicing by the City on the first of each month commencing April 1, 2018. Payments received more than 10 days after the due date will be subject to a twenty dollar (\$20.00) per day late payment fee. The City reserves the right to reconcile the number of participants and monthly use fees due on a quarterly basis. Provider shall remit any unpaid monthly use fees to the City within five days’ notice of same.

5. **Amendment of Section 6 of the Agreement.** Section 6 of the Agreement is amended as follows:

Section 6. Term of Agreement; Renewals. This Agreement shall be for a period of one (1) year beginning on April 1, 2018 and ending on March 31, 2019. The City may renew the Agreement for up to ~~two (2)~~ five (5) additional one (1) year terms.

6. **Amendment of Section 10(c) of the Agreement.** Section 10(c) of the Agreement is amended as follows:

Section 10.

* * *

c. **~~Business—Automobile Liability.~~** ~~Provider shall secure and maintain Business Automobile Liability insurance with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability~~

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

~~policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles. Consultant shall provide the City with proof of a current Personal Injury Protection (PIP) and Property Damage Liability (PDL) automobile insurance and shall maintain automobile insurance coverage for the term of this Agreement.~~

* * *

7. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.

8. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

9. **Defined Terms.** All initial capitalized terms used in this First Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

10. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this First Amendment shall have the same force and effect as an original hereof.

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

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the day and year first stated above.

CITY OF MIAMI SPRINGS

PROVIDER

By: _____
William Alonso, CPA, CGFO
City Manager

By: _____
Name: **Brenda Knight**

Attest:

Title: **Individually and as a licensed franchisee of Jazzercise, Inc., a California Corporation**

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

Addresses for Notice:

City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
alonsow@miamisprings-fl.gov (email)

Addresses for Notice:

Brenda Knight
20 Deer Run
Miami Springs, FL 33166
_____ (telephone)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Daniel A. Espino, Esq. & Haydee S. Sera, Esq.
City of Miami Springs City Attorneys
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
despino@wsh-law.com (email)
hsera@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (email)

EXHIBIT A
Premises Use Schedule

The Provider may utilize the Multi-Purpose Room on the following dates and times for the operation of Jazzercise in accordance with the Agreement with the City, as amended:

Mondays through Thursdays from 6:00 P.M to 7:00 P.M.

This Premises Schedule may be modified from time to time in writing upon the mutual consent of the City and Provider.