



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

**Mayor Maria Puente Mitchell**

**Vice Mayor Bob Best**  
**Councilman Walter Fajet, Ph. D.**

**Councilwoman Jacky Bravo**  
**Councilman Victor Vazquez, Ph. D.**

*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, April 26, 2021 – 7:00 p.m.**

**City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida**  
**(In-person and virtually. See pages 3-4 for additional information)**

- 1. Call to Order/Roll Call**
- 2. Invocation:** Councilman Walter Fajet  
**Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
  - A) Miami Springs Police Department Swearing-in Ceremony for new Officer Natasha Hernandez
  - B) Presentation by Lynn Brooks; Barbara E. Sanchez, President, Crime Prevention Alliance of Florida, along with Sculptor/Artist Mr. Julio Cesar Hernandez and Vice President Mr. Marcos Corraon for the "Together We Can" project, first monument dedicated to Senior Citizens
- 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) April 12, 2021 – Special Meeting
  - B) April 12, 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 An Agreement With Advanced Data Solutions, Inc. For Document Digitizing Services Utilizing The Terms And Conditions Of The City Of Tamarac Contract Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Work Order To Bermello, Ajamil & Partners, Inc. For Phase 1 Of The Oakwood Drive Stormwater Improvements Project Consisting Of Surveying And Preliminary Engineering In An Amount Not To Exceed \$69,916; And Providing For An Effective Date

**10. Old Business: None.**

**11. New Business:**

A) **Ordinance – First Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Section 35-53, “Contributions” Of The Police And Fireman Pension Plan Of The City’s Code Of Ordinances Pertaining To Monthly Retirement Benefits; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

B) **Ordinance – First Reading** – An Ordinance Of The City Of Miami Springs, Florida, Sunsetting And Dissolving The Code Review Board, The Memorial Committee, The Golf And Country Club Advisory Board, And The Architectural Review Board By Repealing Article III, Sections 32-10 Through 32-16; Article IV, Sections 32-20 Through 32-22; Article XIV, Sections 32-92 Through 32-98; And Article XVI, Section 32-100 Of Chapter 32, “Boards, Commissions, Committees” Of The City’s Code Of Ordinances; Amending Article VII, “Charter Review Board,” Sections 32-50 Through 32-58 Relating To Appointments To And Procedures For The Charter Review Board; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

**12. Other Business:**

A) Discussion on the Fourth of July celebration

B) Request by Mayor Mitchell on co-designating a portion of Park Street between Westward Drive and Hibiscus Drive as “Miami Springs Woman’s Club Way”

**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, April 26, 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](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**



*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***

***Natasha Hernandez***

*April 26<sup>th</sup>, 2021*

*7:00 p.m.*

*Council Chambers*

*City of Miami Springs*

*201 Westward Drive*

*Miami Springs, Florida 33166*



### *City of Miami Springs Officials*

*Mayor Maria Puente Mitchell  
Vice Mayor Bob Best  
Councilwoman Jacky Bravo  
Councilman Walter Fajet  
Councilman Victor Vazquez*

*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*

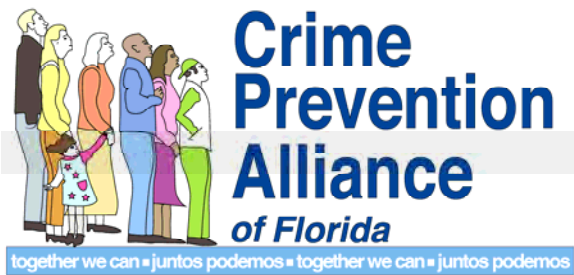
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### ***Swearing In Ceremony***

***Police Officer Natasha Hernandez***

### ***Oath of Office***

*I, Natasha Hernandez, 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.*



6080 SW 40<sup>th</sup> Street, Suite 10  
Miami, FL 33155

786-343-0962  
crimepreventionalliance@hotmail.com  
www.crimepreventionalliance.com

**Dear Honorable, Mayor Maria Mitchell and City of Miami Springs;**

**We request to make a brief presentation for the participation for the First Monument dedicated to Senior Citizens titled "Together We Can"/"Juntos Podemos".**

**We would like for the Honorable, Mayor Maria Mitchell and City of Miami Springs to choose (2-8) Senior Citizens in their respective city to place their names on the monument that will be permanent in the Town of Medley, Fl. This creation and alliance is for placing our Seniors Citizens First and for awareness of Senior Crimes. Chosen Honorees can be Seniors over the age of 62 that through their hard work, community involvement, volunteer positions, or staff members will be honored. All Honorable, Mayors' name will also be permanently affixed on with their Honorees. "Please view Application". Minimal cost applies.**

**This monument will stand approximately 6" feet tall with four figures. Each Figure is of Fiberglass with bronze finish and surrounding colored cement base. A solidarity tile for covid 19 victims will also be displayed in a mellow, delicate 4x8 tile.**

**It has taken years to reach this stage and hard work to create this Monument and Significance. We want you to be part of this every step of the way. We look forward to formally showing you the Scale Model of the Monument. Thank you for all you do to keep Miami Springs safe and for caring for your community.**

**Kindly,**

**Barbara E. Sanchez, President and Founder  
Debbie Betancourt, Secretary Marcos Correa, V. President  
Lynne Brooks, VIP Adv. Committee Joe Bradwell, Honorary, V President  
Julio Cesar Hernandez, Sculptor/Artist Rene Alvarez, Executive Nancy Alvarez, Treasurer  
Carl Hastings, V. President Richard Smith, Executive Faustino Rodriguez, Treasurer  
Carlos M Rippes, Esq.**



**CRIME PREVENTION ALLIANCE OF FLORIDA MISSION STATEMENT**  
**PRESIDENT /FOUNDER:BARBARA SANCHEZ**

**The mission of the Crime Prevention Alliance of Florida is to raise public awareness of crime prevention methods through a partnership of volunteers and law enforcement, while creating unity among communities.**





**City of Miami Springs, Florida**  
City Council Meeting  
Special Meeting Minutes  
Monday, April 12, 2021 6:30 p.m.  
Council Chambers at City Hall  
201 Westward Drive, Miami Springs, Florida

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 6:30 p.m.

Present were the following:

Mayor Billy Bain  
Vice Mayor Bob Best  
Councilwoman Maria Puente Mitchell  
Councilman Walter Fajet, Ph. D.  
Councilman Xavier Garcia

City Manager/Finance Director William Alonso  
City Clerk Erika Gonzalez-Santamaria  
City Attorney Haydee Sera  
Assistant City Manager Tammy Romero

- 2. Invocation:** Offered by Offered by Councilwoman Maria Mitchell  
**Salute to the Flag:** The audience participated.

- 3. Resolution –** A Resolution Of The City Council Of The City Of Miami Springs Certifying And Declaring The Official Results Of The General Election Of The City Held On April 6, 2021; And Providing For An Effective Date

City Clerk Erika Gonzalez-Santamaria read the resolution by title for the record and announced the elected officials by seat.

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

- 4. Administration of Oath of Office to City Officials**

Honorable County Commissioner Rebeca Sosa administered the Oath of Office to Maria Mitchell for Mayor.

City Clerk Erika Gonzalez-Santamaria administered the Oath of Office to Vice Chair Bob Best, Group I; Councilwoman Jacky Bravo, Group II; Councilman Walter Fajet, Group III; Councilman Victor Vazquez, Group IV.

## 6. Adjourn

There being no further business to be discussed the meeting was adjourned at 6:55 p.m.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 26th day of April, 2021.*

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*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.



## **City of Miami Springs, Florida**

City Council Meeting

Regular Meeting Minutes

Monday, April 12, 2021 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 Maria Puente Mitchell

Vice Mayor Bob Best

Councilwoman Jacky Bravo

Councilman Walter Fajet, Ph.D.

Councilman Victor Vazquez, Ph.D.

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

Police Chief Armando Guzman

Recreation Director Omar Luna

- 2. Invocation:** Provided by Mayor Maria Mitchell  
**Pledge of Allegiance:** Girl Scout Troop 2564 led the Pledge of Allegiance and Salute to the Flag.
- 3. Agenda / Order of Business: None.**
- 4. Awards & Presentations:**

A) Presentation by Fire Chief Alan Cominsky, Miami-Dade Fire Rescue, Regarding the Department's Accomplishments and Services to the City of Miami Springs

**Mayor Mitchell asked Fire Chief Cominsky to the podium. Chief Cominsky proceeded to report on the Annual Fire Department Service Delivery 2020 to the City. He stated that the MDFR responded to 2,314 emergency calls within the City, which 75% of the calls were primarily serviced by Station 35 located within the City limits. The remaining calls of service are spread out through various surrounding stations that responded to emergency City calls. He thanked the Council for their continuing support and that it is a privilege and an honor to serve the residents of Miami Springs.**

- B) Presentation by Chris Caudle on the Coach Caudle Cares Foundation

**Chris Caudle, along with Lourdes, Judy, and Jacob Caudle provided an oral presentation on the Coach Caudle Cares Foundation. He stated that on Friday, April 9<sup>th</sup> was the Foundation's first fundraising event, golf tournament with over forty participants. He stated that the first event helps to purchase defibrillators for the City, first one is installed in the Country Club by the Pro Shop. He thanked the City for their continued support.**

**5. Open Forum: The following members of the public addressed the City Council: Dan Wells, 1020 Quail Avenue; Richard Block, 6131 NW 40<sup>th</sup> Terrace, Marcia Braun, 180 Iroquois Street; Mikal Perera, 217 Duval Drive; and Yvone Shonberger.**

**6. Approval of Council Minutes:**

- A) March 22, 2021 – Regular Meeting

**Vice Mayor Best moved to approve the meeting minutes of March 22, 2021. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell 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, Approving The Purchase Of Police Motorcycle Radar Equipment From Applied Concepts, Inc. In An Amount Not To Exceed \$14,008.00; Providing For Authorization; And Providing For An Effective Date**

**B) Resolution – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Pool Maintenance Services Agreement With Supreme Chemical And Pool Supply, Inc. In An Amount Not To Exceed Budgeted Funds; Providing For Authorization; And Providing For An Effective Date**

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

**Vice Mayor Best moved to approve the Consent Agenda as read. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell 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 Statewide Mutual Aid Agreement With The Florida Division Of Emergency Management; Providing For Authorization; And Providing For An Effective Date

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

**Vice Mayor 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 Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.**

**12. Other Business:**

A) Request by Mayor Mitchell to discuss new City Council future goals and strategic planning

**Mayor Mitchell explained she asked for this discussion item to be placed on the agenda in order to schedule a Council workshop to discuss each Council member's priorities and goals for the City Council as a whole. She received consensus on scheduling the workshop the first week in May; the City Clerk will coordinate the specific date and time.**

B) Request by Mayor Mitchell to discuss the status of City Boards

**Mayor Mitchell stated that she wanted the City Council to consider the possibility of sunseting some of the advisory boards, specifically those that have not met in a long time. She stated that if a certain board is needed that it can be temporarily created and then dissolved. With the Council's consensus, she requested that City Staff place an item on the next agenda to sunset the various boards that have not met.**

**13. Reports & Recommendations:**

A) City Attorney

**City Attorney Haydee Sera welcomed and congratulated the new City Council.**

B) City Manager

**City Manager William Alonso welcomed the new Council and looks forward to working with all them. He stated that City Staff will be providing a set of goals for the upcoming workshop as well. He reminded the Council that a lot of the goals and priorities require funding, but looks forward to the open discussion. Assistant City Manager Tammy Romero stated a series of City events for the upcoming two weeks.**

C) City Council

**Vice Mayor Best congratulated the Mayor Mitchell and the new members. He looks forward to the upcoming workshop and the upcoming budget process to prioritize various projects.**

**Councilwoman Bravo stated that she is thrilled to be a part of the City Council, she is looking forward to working with Council and is excited to see what can be accomplished in two years.**

**Councilman Fajet congratulated the new members of the Council. He also congratulated Vice Mayor Best for running unopposed and congratulated Mayor Mitchell on her historic appointment to the mayor-ship, and looks forward to serving along with her. He thanked the residents that voiced their concerns on the flag project down Curtiss Parkway. Councilman Fajet stated to be cautious to be open to context because he personally knows the residents that spearheaded the project and the only reason was to beautify the pathway and uplift spirits. He participated in the project as well by helping place the flags and state mottos, he reassured everyone that the intention was to do something beautiful.**

**Councilman Vazquez stated that he is delighted to be on Council and is ready to get to work. He looks forward to the workshop as well to discuss common priorities. He also stated that he appreciates the flag project and agrees that there may be a need to clarify any misconceptions.**

**Mayor Mitchell thanked the members of Council and looks forward to working with them. She confirms that issues and projects do take time and sees their role as doing what is best for the City. She stated that the City Council is non-partisan and should not be a part of the Council decision making process. Mayor Mitchell encouraged the Council to vote in the best interest of the City and the community.**

**14. Adjourn**

**There being no further business to be discussed the meeting was adjourned at 8:35 p.m.**

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 26th day of April, 2021.*

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*Maria Puente Mitchell, 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:** April 26, 2021

**To:** The Honorable Mayor Maria Puente Mitchell & Members of the City Council

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

**From:** Armando Guzman, Chief of Police *Armando Guzman 04/20/21*

**Subject:** Advanced Data Solutions Inc.

**Recommendation:**

Recommendation by the Police Department that Council approve a Professional Services Agreement with Advanced Data Solutions, Inc., for an initial (1) one year term period with the option to renew (4) four additional (1) one year term periods through 04/27/2026 (subject to budgeted funds for future years), utilizing City of Tamarac Contract #RFP 18-21R expiring on September 31, 2021 (attached), in an amount not to exceed \$13,156.86 for the scanning of files and reports, as funds are budgeted in the FY 20/21 Budget pursuant to Section 31.11 (E)(5) of the City Code.

**Discussion/Analysis:** The Police Department is requesting approval for the expenditure of budgeted funds for the scanning, indexing, and preparing of documents. This project is for the purposes to commence the initial phase of an extensive effort to digitize all old Police documents and reports. The completion of the entire project will facilitate the department in maintaining documents and the creation of space in the current filing system. This project will also simplify the document research process for record requests. Currently, other City departments have also engaged in the digitalizing of their files such as City Clerk's Office, Human Resources Department and the Building Department. This contract shall include any City of Miami Springs department digitalization of files to be utilized under this agreement with Advanced Data Solutions honoring these terms.

**Submission Date and Time:** 4/15/2021 8:31 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
<b>Department:</b> Police Department <b>Prepared by:</b> Ariadna Quintana <i>apq.</i> <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> <i>Armando Guzman 4/20/21</i> <b>Procurement:</b> _____ <b>Asst. City Mgr.:</b> _____ <b>City Manager:</b> _____	<b>Dept./ Desc.:</b> _____ <b>Account No.:</b> 001-5405-541-46-20 <b>Additional Funding:</b> N/A <b>Amount previously approved:</b> \$ N/A <b>Current request:</b> \$ 13,156.86 <b>Total vendor amount:</b> \$ 13,156.86



**RESOLUTION NO. 2021-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN AGREEMENT WITH ADVANCED DATA SOLUTIONS, INC. FOR DOCUMENT DIGITIZING SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF TAMARAC CONTRACT PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) is in need of document digitizing services (the “Services”) for the Police Department; and

**WHEREAS**, the City of Tamarac issued RFP No. 18-12R for Records Conversion Services (the “RFP”) and adopted Resolution No. R-2018-123 competitively awarding a contract to Advanced Data Solutions, Inc. (“Contractor”) pursuant to the RFP; and

**WHEREAS**, Section 31-11(E)(5) of the City’s Code of Ordinances (the “Code”) provides that purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector cooperative purchasing or not-for-profit companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases; and

**WHEREAS**, the City has utilized the terms and conditions of the City of Tamarac Contract in FY 2018-19 in support of the Building Department functions for the scanning and digitizing of permits and plans; and

**WHEREAS**, in accordance with Section 31-11(E)(5) of the City Code, the City Council seeks to authorize the City Manager to execute an agreement in substantially the form attached hereto as Exhibit “A” with the Contractor for the Services consistent with the terms and conditions of the Tamarac Contract (the “Agreement”); 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.** That 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 with the Contractor for the Services pursuant to Section 31-11(E)(5) of the City Code.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to execute the Agreement 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.** 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 Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilwoman Walter Fajet	_____
Councilman Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this \_\_\_\_ April, 2021.

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF MIAMI SPRINGS  
AND  
ADVANCED DATA SOLUTIONS, INC.**

**THIS AGREEMENT** (this “Agreement”) is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”), and **ADVANCED DATA SOLUTIONS, INC.**, a Florida corporation, (hereinafter, the “Contractor”). Collectively, the City and the Contractor are referred to as the “Parties.”

**WHEREAS**, the City desires certain document digitizing services; and

**WHEREAS**, the City of Tamarac issued Request for Proposal No. 18-21R in June 2018 (the “RFP”) for records conversion services (the “Services”) and competitively awarded a contract to Contractor pursuant to the RFP, which contract is attached hereto as Exhibit “A” (the “Tamarac Contract”); and

**WHEREAS**, the City desires for Contractor to perform the Services and the Parties wish to incorporate the terms and conditions of the Tamarac Contract in this Agreement, except as otherwise modified or amended herein; and

**WHEREAS**, Section 31-11(E)(5) of the City Code of Ordinances (the “Code”) provides that “All purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector Cooperative Purchasing or Not-For-Profit Companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases, provided that: (a) The terms and conditions of the original bid or contract by the state or local government are satisfactory to the City and that such terms and conditions are expressly extended to the City. (b) The bid or contract by the state or local government is in force prior to the proposed purchase of supplies or services by the City. (c) The purchasing agent has determined that purchasing materials, goods, supplies and contractual services under existing state or local government bids or contracts are in the best interests of the City.”; and

**WHEREAS**, pursuant to Section 31-11(E)(5) of the City Code, the City desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

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

- 1. Incorporation of Contract.** The terms and conditions of the Tamarac Contract (Exhibit “A” hereto) is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Tamarac Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

2. **Conflicts; Order of Priority.** This document without exhibits is referred to as the “Base Agreement.” In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
  - 2.1. First Priority: Base Agreement;
  - 2.2. Second Priority: Exhibit A – Tamarac Contract;
  - 2.3. Third Priority: E-Verify Affidavit.
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Tamarac Contract unless otherwise provided in this Agreement. All references to the City of Tamara shall be replaced with the City of Miami Springs where applicable.
4. **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.
5. **Amending Section 4 of the Tamarac Contract.** Section 4 of the Tamarac Contract is hereby deleted in its entirety and replaced as follows:
  4. Term. The term of the Agreement shall be for one (1) year from the Effective Date, unless earlier terminated in accordance with Section 14. Moreover, the City Manager may renew the Agreement for up to four (4) additional one year periods on the same terms as set forth herein upon written notice to Contractor.
6. **Amending Section 14 of the Tamarac Contract.** Section 14 of the Tamarac Contract is hereby deleted in its entirety and replaced as follows:
  14. Termination.
    - 14.1 The City Manager, without cause, may terminate this Agreement upon five (5) calendar days’ written notice to the Consultant, or immediately with cause.
    - 14.2 Upon receipt of the City's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the City Manager.
    - 14.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 14.4.
    - 14.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a

hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

7. **Amending Section 18 of the Tamarac Contract.** Section 18 of the Tamarac Contract is hereby deleted in its entirety and replaced as follows:

18. Venue. This Agreement shall be governed by the laws of the State of Florida. The venue for actions arising out of this agreement is fixed in Miami-Dade County, Florida.

8. **Attorneys Fees and Waiver of Jury Trial.**

8.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

8.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

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

10. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice. This provision shall replace and supercede Section 13 of the Tamarac Contract.

11. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from

subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**[Remainder of page intentionally left blank. Signature pages follow.]**

**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**

**CONTRACTOR/CONSULTANT**

By: \_\_\_\_\_  
William Alonso, CPA, CGFO  
City Manager

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

Attest:

Title: \_\_\_\_\_

Entity: **Advanced Data Solutions, Inc.**

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:**

Advanced Data Solutions, Inc.  
c/o Melody S. Engle  
141 Scarlet Blvd., Suite A  
Oldsmar, FL 34677  
\_\_\_\_\_(telephone)  
\_\_\_\_\_(email)

**With a copy to:**

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

**With a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_(telephone)  
\_\_\_\_\_(email)

**EXHIBIT "A"**

Copy of  
Agreement between  
The City of Tamarac and  
Advanced Data Solutions  
Dated October 1, 2018



CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2018- 123

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AWARD RFP 18-21R ENTITLED "RECORDS CONVERSION SERVICES" TO ADVANCED DATA SOLUTIONS, INC. AND EXECUTE AN AGREEMENT TO PROVIDE RECORDS CONVERSION SERVICES TO THE CITY OF TAMARAC FOR A TOTAL UP TO THE APPROPRIATED BUDGET AMOUNT FOR EACH INDIVIDUAL FISCAL YEAR, FOR AN INITIAL PERIOD OF 36 MONTHS EFFECTIVE WITH THE APPROVAL OF THIS AGREEMENT, WITH TWO (2) ADDITIONAL ONE (1) YEAR RENEWAL OPTIONS; APPROVING FUNDING FROM THE APPROPRIATE ACCOUNT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is legally required to retain public records for archival and historical purposes; and

WHEREAS, to efficiently reduce the physical storage space needed for these public records, microfilming and document digitizing services for various departmental records is needed; and

WHEREAS, the City of Tamarac formally advertised and issued RFP 18-21R "Records Conversion Services", (Exhibit 1); and

WHEREAS, on July 18, 2018, four (4) proposals received were opened and reviewed to determine cost and responsiveness to RFP 18-21R specifications; and

WHEREAS, an Evaluation Committee was appointed by the City Manager, consisting of the Assistant City Clerk, the City Clerk's Records Coordinator, the Financial

Services Administrative Coordinator, Building Department Administrative Coordinator and the Purchasing and Contracts Division Procurement Coordinator, facilitated by the Purchasing and Contracts Division Buyer, evaluated, rated and narrowed down proposals received to three (3) firms based on each firm's proposal and responses to written questions provided by the Evaluation Committee; and

WHEREAS, the proposal received from Advanced Data Solutions, Inc. (Exhibit 2), received the highest ranking on the Final Evaluation Committee Totals (Exhibit 3): and

WHEREAS, it is the recommendation of the City Clerk and the Purchasing/Contracts Manager that RFP 18-21R to purchase Records Conversion Services be awarded to Advanced Data Solutions, Inc. for a 3-year agreement with two 1-year renewal options, to be approved by the City Manager. Agreement is to be funded up to the appropriated budget amount for each individual fiscal year, and that the appropriate City Officials be authorized to execute an Agreement with Advanced Data Solutions, Inc., a copy of said Agreement attached hereto as Exhibit "4"; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to award RFP 18-21R to purchase Records Conversion Services to Advanced Data Solutions, Inc. and to execute an Agreement for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon

adoption hereof. All Exhibits attached hereto are incorporated herein and made a specific part hereof.

Section 2: That RFP 18-21R is hereby awarded to Advanced Data Solutions, Inc., for Records Conversion Services and that the appropriate City Officials are hereby authorized to enter into an Agreement with Advanced Data Solutions, Inc., attached hereto as "Exhibit 4" for a period of 36 months with two 1-year renewal options.

Section 3: Funding is available for the purchase of Records Conversion Services from the appropriate account up to the appropriated budget amount for each individual fiscal year.

Section 4: The City Manager or designee is authorized to execute all renewal options and approve change orders up to \$65,000 as provided by the Tamarac Procurement Code.

Section 5: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or

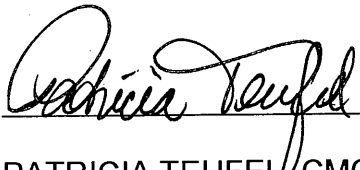
application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 7: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 26 day of September, 2018.

  
\_\_\_\_\_  
HARRY DRESSLER, MAYOR

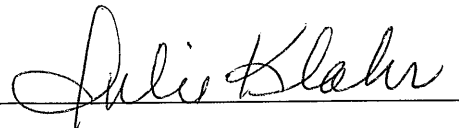
ATTEST:

  
\_\_\_\_\_  
PATRICIA TEUFEL, CMC  
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR DRESSLER	<u>yes</u>
DIST 1: COMM. BOLTON	<u>yes</u>
DIST 2: V/M GOMEZ	<u>yes</u>
DIST 3: COMM. FISHMAN	<u>yes</u>
DIST 4: COMM. PLACKO	<u>yes</u>

I HEREBY CERTIFY THAT I HAVE  
APPROVED THIS RESOLUTION  
AS TO FORM

  
\_\_\_\_\_  
SAMUEL S. GOREN, CITY ATTORNEY

**AGREEMENT BETWEEN  
THE CITY OF TAMARAC AND  
ADVANCED DATA SOLUTIONS, INC.**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of October, 2018 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Advanced Data Solutions, Inc., a Florida corporation with principal offices located at 141 Scarlet Blvd., Suite A, Oldsmar, FL 34677 (the "Contractor") for the purpose of providing Records Conversion Services to the City of Tamarac.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

**1. The Contract Documents**

The Contract Documents consist of this Agreement, Request for Proposal Document No 18-21R, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between 18-21R as issued by the City, and the Contractor's Proposal submitted on July 18, 2018, 18-21R as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

**2. The Work**

The Contractor shall perform all work for the City required by the contract documents as set forth below:

- 2.1.** Contractor shall furnish all labor, materials, and equipment, and incidentals necessary to provide Record Conversion Services to include, but not be limited to:
- a. Preparing and microfilming documents including large format drawings and construction plans.
  - b. Converting the silver film to Diazo for the purpose of creating new duplicate rolls of Diazo microfilm.
  - c. Scanning documents to CD's or DVD's, and External Hard Drives.
  - d. Delivering finished microfilm, CD's, or DVD's, and External Hard Drives.
  - e. Providing film verification assistance on a schedule approved by the City.
  - f. Assisting in the design of the indexing configuration.

- 2.2. Contractor shall provide all services in accordance with the Scope of Work enumerated in the City of Tamarac Request for Proposal 18-21R for Record Conversion Services.
- 2.3. Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

**3. Insurance**

- 3.1 Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified below or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2 Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:

Insurance Requirements		
Line of Business Coverage	Occurrence	Aggregate
	Limits	
Commercial General Liability Including:	\$1,000,000	\$2,000,000
Premises / Operations		
Contractual Liability		
Personal & Advertising injury		
Bodily Injury		
Independent Contractors		
Explosion, Collapse and Underground Hazard		
Products / Completed Operation		
Broad Form Property Damage	\$1,000,000	\$1,000,000
Cross Liability and Severability of Interest Clause		
Automobile Liability	Statutory	
Workers Compensation & Employer's Liability	Statutory	

**4. Contract Term**

The contract period shall be for three (3) years based upon successful performance by the Contractor. The initial contract term shall commence upon

date of award by the City or at a date mutually agreeable with the successful contractor, whichever is later and shall expire three (3) years from that date. Upon completion of the first three (3) year period, the City reserves the right to renew the Contract for two (2) additional one (1) year periods providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing & Contracts Manager. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. The ongoing performance evaluation process will continue during any renewal periods for the life of the Agreement.

#### **5. Contract Pricing**

The Contract Pricing for the above work shall be in accordance with the unit pricing contained within Attachment A. The contract shall be for the actual amount as ordered by the City.

#### **6. Payments**

Payment will be made monthly for work that has been completed, inspected and properly invoiced. Invoices must bear the project name, bid number, and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

#### **7. Remedies**

**7.1 Damages:** The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

**7.2 Correction of Work:** If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

#### **8. Warranty**

Contractor warrants the service provided are in accordance with the specifications of Bid No. 18-21R. In the event that services do not meet the specifications, Contractor shall perform such steps as required to remedy the

defects within a reasonable time after work has been performed.

**9. Indemnification**

**9.1** The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

**9.2** Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

**9.3** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

**10. Non-Discrimination & Equal Opportunity Employment**

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions



must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

### **11. Independent Contractor**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

### **12. Assignment and Subcontracting**

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

### **13. Notice**

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

City Manager  
City of Tamarac  
7525 N.W. 88th Avenue

Tamarac, FL 33321

With a copy to the City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Blvd., Suite 200  
Fort Lauderdale, FL 33308

**CONTRACTOR**

Advanced Data Solutions, Inc.  
Ms. Melody S. Engle  
141 Scarlet Blvd.  
Suite A  
Oldsmar, FL 34677

**14. Termination**

**14.1 Termination for Convenience:** This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

**14.2 Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

**15. Public Records**

**15.1** The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

**15.1.1** Keep and maintain public records required by the City in order to perform the service;

**15.1.2** Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

**15.1.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not

disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

- 15.1.4** Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

- 15.2** During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

#### **16. Agreement Subject to Funding**

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

#### **17. Scrutinized Companies -- 287.135 and 215.473**

- 17.1** By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.
- 17.2** Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If

such false certification is discovered during the active contract term, BCG shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

### **18. Venue**

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

### **19. Signatory Authority**

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

### **20. Severability; Waiver of Provisions**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to extent of such prohibition or unenforceability without invalidating remaining provisions hereof or affecting validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

### **21. Uncontrollable Circumstances**

**21.1** Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

**21.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and

uncontrollable forces preventing continued performance of the obligations of this Agreement.

**22. Merger; Amendment**

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

**23. No Construction Against Drafting Party**

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

**24. Contingent Fees**

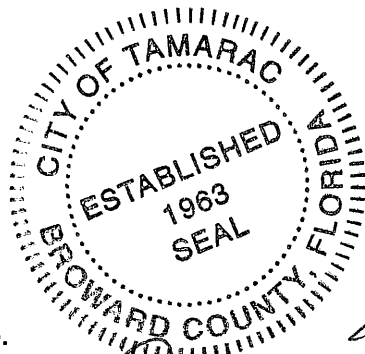
Contractor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

**25. PUBLIC RECORDS CUSTODIAN**

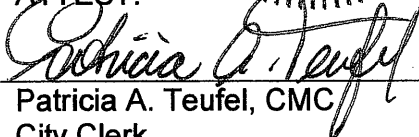
**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
7525 NW 88TH AVENUE  
ROOM 101  
TAMARAC, FL 33321  
(954) 597-3505  
CITYCLERK@TAMARAC.ORG**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President duly authorized to execute same.



ATTEST:

  
Patricia A. Teufel, CMC  
City Clerk

Date

10/1/18

**CITY OF TAMARAC**

  
Harry Dressler, Mayor

09-26-18


Date

  
Michael C. Cernech, City Manager

9-27-18

Date

Approved as to form and legal sufficiency:

  
Julie Klahr  
City Attorney

Date


9/25/18

ATTEST:

  
Signature of Corporate Secretary

Melody S. Engle  
Type/Print Name of Corporate Secy.

**Advanced Data Solutions, Inc.**  
Company Name

  
Signature of President/Owner

Melody S. Engle  
Type/Print Name of President/Owner

Date

8/29/18

(CORPORATE SEAL)



**CORPORATE ACKNOWLEDGEMENT**

STATE OF Florida :  
COUNTY OF Pinellas :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Melody S. Engle, of Advanced Data Solutions, Inc., a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of 8/29, 2018

Carol L. Orloski  
Signature of Notary Public  
State of Florida at Large

Carol L. Orloski  
Print, Type or Stamp  
Name of Notary Public

Personally known to me or  
 Produced Identification

\_\_\_\_\_  
Type of I.D. Produced

DID take an oath  
DID NOT take an oath



**Attachment A**

**PRICE FORM**

<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>
Document preparation	BOX	\$ 18.0000
Document Preparation based of Plans and As Builds 8.5" x 11" 11"x 17" and 24" x 36"	SET	\$ 18.0000
Scanning Paper Documents 8.5" x 11" 8.5" x 14" to CD DVD or External HD	IMAGE	\$ 0.0380
Scanning Paper Documents 11" x 17" to CD DVD or External HD	IMAGE	\$ 0.0380
Scanning Paper Documents 24" x 36" to CD DVD or External HD	IMAGE	\$ 0.4500
Microfilming 16mm Documents 8.5" x 11" 8.5" x 14 from digital CD DVD External HD or FTP site (one original on Silver Film and 1 copy on Diazo Film)	IMAGE	\$ 0.0410
Microfilming 16mm Document 11" x 17" from digital CD DVD External HD or FTP site (one original on Silver Film and 1 copy on Diazo Film)	IMAGE	\$ 0.0410
Microfilming 35mm Plans/Drawings 24" x 36" from digital CD DVD External HD or FTP site (one original on Silver Film and 1 copy on Diazo Film)	IMAGE	\$ 0.3500
Indexing Assistance	HOUR	\$ 50.0000
Indexing scanned documents	FILE	\$ 0.0200
Indexing microfilm documents	FILE	\$ 0.0200
Indexing storage medium for CD DVD External HD or Microfilm	CONTAINER	\$ 0.5000
Duplication of original Silver Film to Diazo	ROLL	\$ 35.0000

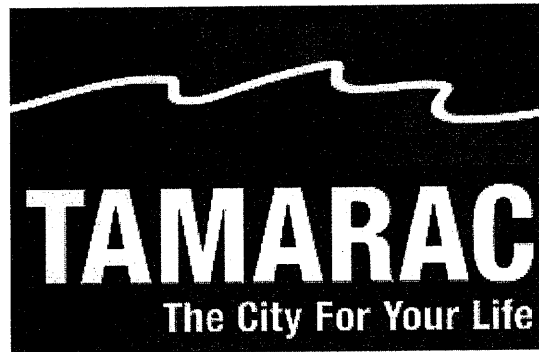
**OPTIONAL OCR SCANNING PRICE FORM**

<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>
OCR Scanning Paper Documents 8.5" x 11" 8.5" x 14" to CD DVD or External HD	IMAGE	\$ 0.0410
OCR Scanning Paper Documents 11" x 17" to CD DVD or External HD	IMAGE	\$ 0.0410
OCR Scanning Paper Documents 24" x 36" to CD DVD or External HD	IMAGE	\$ 0.4530



# **Proposal Document**

**Presented For:**



**Request for Proposal for  
Records Conversion Services**

**RFP# 18-21R**

**Due: July 13, 2018**

**Submitted by:**

**Advanced Data Solutions, Inc.**

**Tampa Atlanta Miami**

**[www.adsus.net](http://www.adsus.net)**



## ADVANCED DATA SOLUTIONS, INC.

July 17, 2018

City of Tamarac, Purchasing & Contracts Division  
7525 NW 88<sup>th</sup> Ave. Room 108  
Tamarac, Florida 33321  
Attn: Ann Marie Corbett

To Whom It May Concern:

Advanced Data Solutions, Inc. (ADS) is pleased to submit this response to your Request for Proposal, Records Conversion Services. As a Premier Reseller of LASERFICHE, we handle the import of thousands of electronic images and metadata into this software on a daily basis. We are critical in the design and implementation of department-specific workflows, folder structures, templates and group assignments. If selected as your solution provider, we stand ready to perform in accordance with the requirements of the contract and the terms and conditions set forth in this RFP.

With a client-based focus on State and Local government, ADS has provided electronic document management solutions to countless entities with records management needs and documentation similar (if not identical) to yours. Since 1999, this is what we do and who we are. We have worked directly with numerous agencies completing huge back-file conversion projects, system implementations, web hosting and on-going records management needs. Our operations facilities are in Oldsmar, Florida (Tampa Bay), Dallas, Georgia (Metro Atlanta) and Miami.

Our primary focus is the conversion of microfilm, standard paper and large-format drawings to digital images. We have over 20 years of experience integrating and interfacing literally millions of source-image and index files into countless document imaging systems including Laserfiche. Because of this, we are **uniquely qualified** to provide your conversion services. We have the **strongest** expertise within the **municipal government** for document imaging in the Southeastern US.

We have passed a rigorous RFP process with the Department of Management Services initially downscaling State Contract vendors from over 600 to 125. State contract vendors are scrutinized primarily on experience, references & financial strength. We submitted the highest D&B credit rating available achieving 100% point value. References and experience were equally valued. We are currently in the process of obtaining our General Services Agreement (GSA Contract). This is forthcoming late 2018.

**Our commitment to client success remains at the forefront of our strategic purpose. We believe that by investing time to understand each client's needs and business objectives we can design and deliver "best of breed" solutions. We enjoy harmonious & mutually beneficial working relationships with our existing clients and look forward to continuing the same with the City of Tamarac (COT).**

We don't offer voicemail, we offer people resources instead. Feel free to contact our office any time, day or night, to speak to a person who will be glad to offer personal assistance.

Kindest regards,

*John Civale*

John Civale VP of Sales  
Advanced Data Solutions, Inc.

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Deliverables	☑	Section
a. Proposers must upload their proposal to the City's e-Procurement website bidsandtenders, and must include documentation for each of the following items:		
1. Description of the work plan, equipment, schedule, and the staff the Proposer is proposing in- order-to accomplish the items in the Scope of Work. The proposer shall include the following: a. Scheduling the Pick Up of new jobs. b. Standard turnaround time to complete work based on # of boxes	<input checked="" type="checkbox"/>	C / ALL
2. Description of the Proposer's experience and qualifications requested herein in Section F.	<input checked="" type="checkbox"/>	A B C F
3. Samples of the requested reports described in section D (b).	<input checked="" type="checkbox"/>	C D G
b. Proposers must fill out the following bidsandtenders electronic forms: 1. Price Proposal Form 2. At least three references (including name, title agency, address and telephone number) for persons who can provide information related to qualifications, capacity and past experience of your firm.	<input checked="" type="checkbox"/>	-
c. Document Upload 1. Certified Resolutions 2. Certification 3. Offeror's Qualification Statement 4. Non-Collusive Affidavit & Acknowledgment Non-Collusive Affidavit 5. Vendor Drug-Free Workplace 6. Current Proof of Insurance	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	- - - - - -

Evaluation Criteria	Points	☑	Section
Compliance with Request for Proposal (Mandatory)	-	<input checked="" type="checkbox"/>	All
Quality of Response	15	<input checked="" type="checkbox"/>	All
Services to be Provided	30	<input checked="" type="checkbox"/>	B C
Qualifications of the Proposer / Expertise	25	<input checked="" type="checkbox"/>	A B C F
Cost / (Price)	30	<input checked="" type="checkbox"/>	Included
Total	100		

**A. SCOPE OF PROPOSAL**  
 The purpose of the Request for Proposal is to obtain the services of a qualified firm to perform record conversion services on behalf of the City of Tamarac City Clerk's Office, in conformity with the requirements contained herein. The City is seeking a contract for a term of three (3) years, with two (2) additional one (1) year renewal terms based upon satisfactory performance and mutual agreement of both parties.

**We have serviced countless multi-year contracts during our 20 years of municipal records management expertise.**

ADS formed in 1999 to provide document imaging systems and services to our client base throughout Florida. Our service bureau converts millions of standard paper, large format drawings and microformed documents monthly to digital images. Our experience has given us "hands on" interaction with many departments within a variety of organizational structures. Through our specialization, we became a leading systems integrator with unique specialization in departmental workflow, document lifecycles, records retention guidelines and best practices.

Our qualifications will be well documented throughout our proposal. Clearly, we specialize in the conversion of records defined in your initiative. We have extensive experience with the import of millions of image and metadata files into the Laserfiche platform. In addition, we have implementation and support experience with our Laserfiche systems clients as a premier value-added reseller.

***Our operations facilities are detailed below. We operate multiple shifts and provide records management services for over 200 municipalities.***

<b>Advanced Data Solutions</b> 65 Antioch Road, Suite C Dallas, Georgia 30157	<b>Advanced Data Solutions</b> 13302 SW 128 Street Miami, Florida 33186	<b>Advanced Data Solutions</b> 141 Scarlet Boulevard, Ste A Oldsmar, Florida 34677
---	---	--

Our headcount is approximately 40 and is dependent on current project requirements. Most key employees have been with the company for years and our retention rate is high. We work in a strong team environment both internally and externally always inclusive of client project team personnel. We believe these relationships are directly responsible for the success we have with each-and-every records management project.

Our operational structure is divided among three major service divisions.

- Paper Records Conversion Services (Small Format Documents and Large Format Prints)
- Microfilm and Microfiche Conversion Services
- Records Management & Document Imaging Systems Implementations

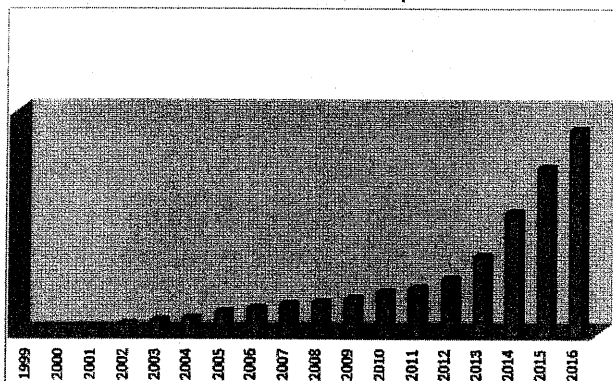
**Unique Qualifications**

We have the **strongest** expertise in document imaging in the Southeastern United States focused primarily on our three vertical markets: Government, Medical and Legal. We have passed a rigorous RFP process with the Department of Management Services initially downscaling State Contract vendors from over 600 to 125. State contract vendors are scrutinized primarily on experience, references & financial strength. We submitted the highest

D&B credit rating available achieving 100% point value. References and experience were equally valued.

***We are the only three-time state contract vendor dedicated primarily to Document Imaging Services. Our GSA is forthcoming.***

**Images in Millions**  
Over 300 Million Since Inception



ADS has converted over 300 Million images.

No other local company has industry specialization in paper records conversion achieving the volumes that we can support.

**Since inception, we have serviced over 200 government clients including, but not limited to State Agencies, Local Agencies, Counties and Cities.**

#### **Additional Facts**

- We scan over **200 tons** of paper records to digital format annually.
- We support various software systems including Laserfiche, FileNet, Hummingbird, On-Base, SharePoint, Kodak Capture Pro, OpenText and more.
- Our technology partners are an extension of our company and reputation.
- We own ALL our equipment and do not subcontract any conversion services.
- Our primary service is the conversion of paper and microform records for city and county government offices. We specialize in building and growth management records but have also worked with dozens of other departments including Police, City / County Clerk, Human Resources, Finance, Public Works, Planning and Zoning, Engineering, Public Defender and many others. Our contracts typically extend to all departments within a city or county.
- Our Georgia location has served a government client base for over five years. We own and operate from our 9,000 SF building in Florida (Tampa Bay) and our 1,500 SF building in Georgia (Metro Atlanta). Our buildings are owned, not rented or leased. As such, we are in full control of our security measures and can satisfy client-specific requirements on demand.
- All equipment is owned, not leased. The company maintains a very high credit rating and has strong relationships with software and equipment vendors. We are in good standing with Kodak, Fujitsu, Contex and LASERFICHE with available credit to have immediate shipment of new equipment and software with basically no financial limitations

## B. SERVICES TO BE PROVIDED

The Contractor shall provide all labor, materials, equipment and incidentals necessary to perform the following services for the City of Tamarac City Clerk's Office as described herein. Services shall include but are not limited to:

1. Preparation of all scanning documents including large format drawings and construction plans.
2. Conversion of all scanning data for the purpose of creating new duplicate rolls of Microfilm.
3. Scanning of all records on DVDs and External Hard Drives.
4. Indexing of all records on DVDs and External Hard Drives.
5. Preparation of all scanning documents schedule approved by the City.
6. Assistance in setting up scanning configuration.

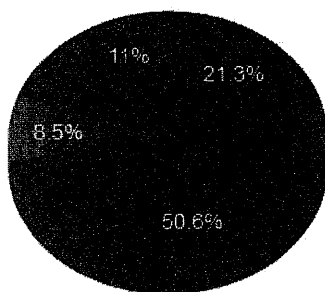
Items 1 through 5 will be addressed within our response related Minimum Requirements, COT's RFP Sections C.c. Our ADS WebFlow software is described below which is critical to the management of the services we will provide the City of Tamarac.

### ADS Web Flow / Project Management

At ADS, our focus is on quality services and effective project management. By creating our own project management software (ADS WebFlow) and managing our labor costs, we operate in a streamlined environment that considers revenue, margins and overhead rates in day-to-day operations.

Our primary expense is labor. Through WebFlow, we closely match our billings to our labor costs. We utilize its capabilities for budgeting efforts which include labor time and project billings. WebFlow allows us to accurately track and budget project timelines with all efforts "in-house" so that client deadlines are met or exceeded. WebFlow is described in more detail throughout our proposal response.

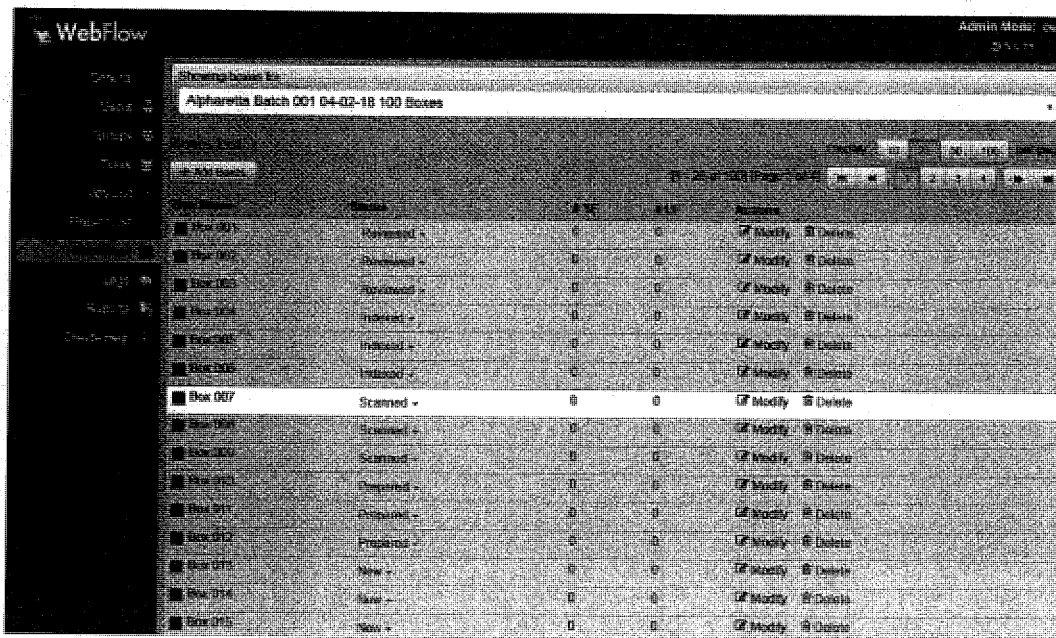
### No Other Records Conversion Company Has Internally-Developed Industry-Specific WEBFLOW PROJECT MANAGEMENT SOFTWARE.



- Prepare
- Scanning Blueprints
- Review
- Indexing and Reviewing
- Scanning Documents
- Other

ADS Web Flow also provides us with information such as detailed and average times per box by function and by employee. This allows us to make production decisions for compliance with client deadlines.

We utilize ADS Web Flow for the tracking and budgetary quality control procedures necessary for an effective workflow. Each batch of records is tracked through their entire lifecycle using this product. We know, at a glance, where each box of each batch of client records is in production / conversion. This helps to expedite records requests (typically within 15 minutes) and to provide client-specific status reports.



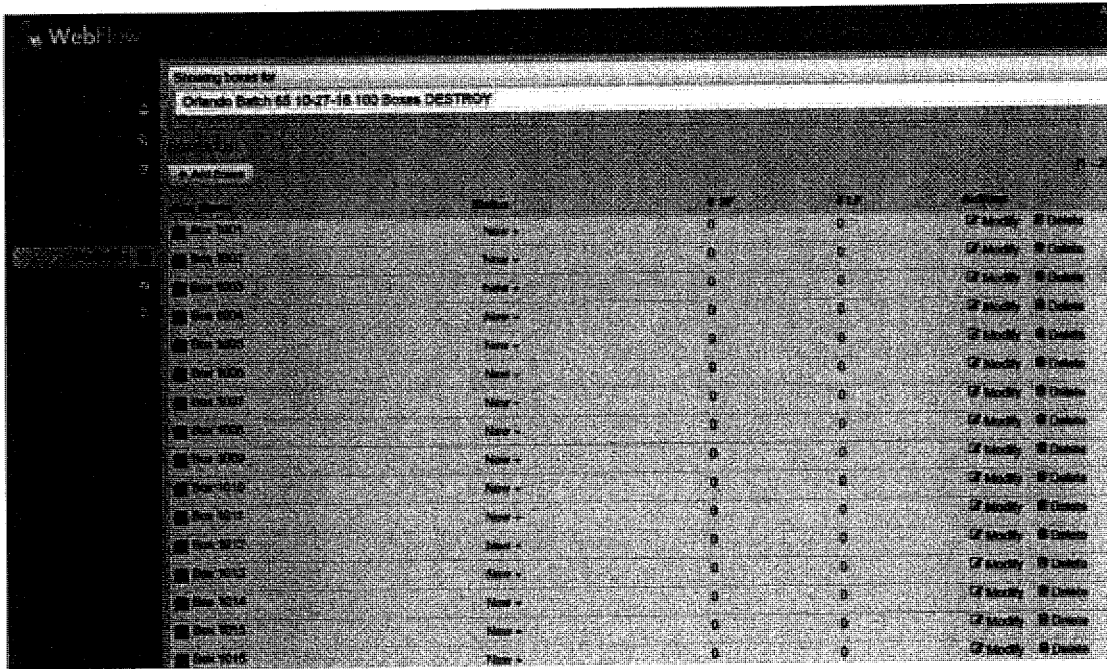
Each batch of records is tracked from pick-up, to re-delivery and / client "sign-off" for destruction in our WebFlow program.

We have grown with the industry and have basically established benchmark standards through our direct involvement with the Division of Archives and Department of Management Services. Our policies have been copied and used repeatedly in public records management initiatives throughout the Southeastern United States.

As records are converted and cleared as reviewed, they are marked as such with colored labels on the boxes themselves and within WebFlow. We have depicted box lifecycles in graphics throughout this proposal. Microform data is handled in a similar manner to hard copy records.



This screenshot depicts the initial receipt of Batch 65, picked up on 10/27/2016 consisting of 100 boxes. No work has begun yet on this project. All boxes are tracked through all levels of production.

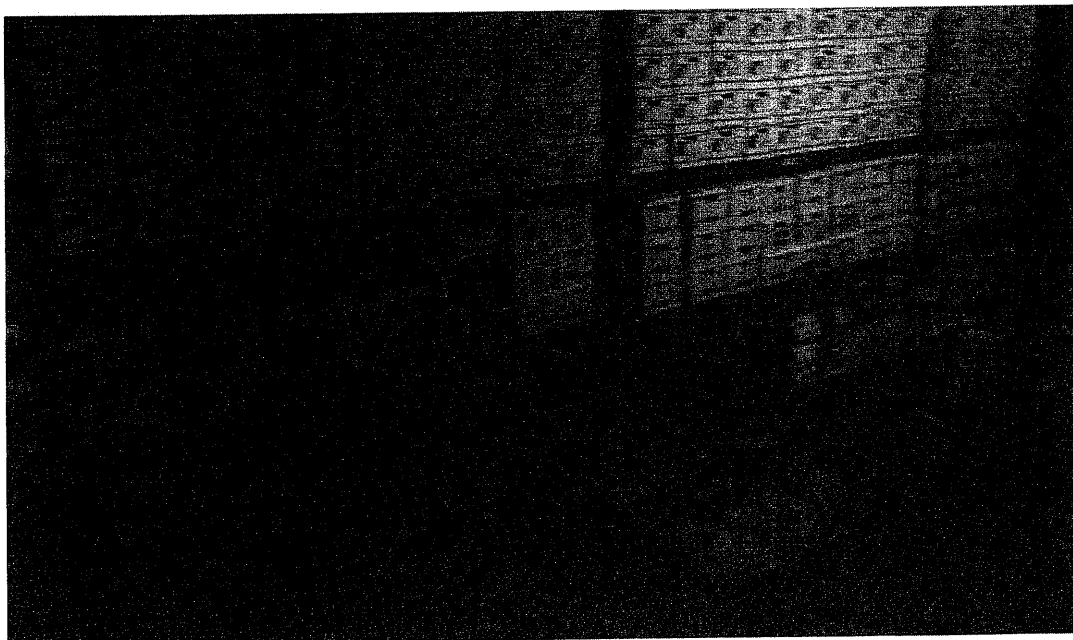


The screenshot shows the WebFlow software interface. At the top, it says 'Showing boxes for Orlando Batch 65 10-27-16 100 Boxes DESTROY'. Below this is a table with columns for 'Owner', 'Status', 'QTY', 'WIP', and 'Actions'. The table lists 15 rows of data, each representing a different owner or batch entry. The 'Status' column for all entries is 'New'. The 'QTY' and 'WIP' columns both show '0'. The 'Actions' column for each row contains two icons: a checkmark and a trash can, representing 'Modify' and 'Delete' actions respectively.

Owner	Status	QTY	WIP	Actions
Box 1011	New	0	0	Modify Delete
Box 1012	New	0	0	Modify Delete
Box 1013	New	0	0	Modify Delete
Box 1014	New	0	0	Modify Delete
Box 1015	New	0	0	Modify Delete
Box 1016	New	0	0	Modify Delete
Box 1017	New	0	0	Modify Delete
Box 1018	New	0	0	Modify Delete
Box 1019	New	0	0	Modify Delete
Box 1020	New	0	0	Modify Delete
Box 1021	New	0	0	Modify Delete
Box 1022	New	0	0	Modify Delete
Box 1023	New	0	0	Modify Delete
Box 1024	New	0	0	Modify Delete
Box 1025	New	0	0	Modify Delete
Box 1026	New	0	0	Modify Delete

## Warehouse Management

The below picture depicts our warehouse and boxes from several clients. They are labeled by owner, batch number and date. This information directly correlates with our pick-up logs and WebFlow. As mentioned previously, WebFlow tracks every record box through all phases of production including return or destruction.



## Software and Equipment

The list below details our inventory of conversion equipment

Qty	Description
4	<b>Contex Crystal 40 Plus / HD 4250 Large Format Scanners – Black &amp; White (B&amp;W), Grayscale &amp; Color Scanning Capabilities / ScanOS Software</b>
1	<b>Contex Crystal 40 Plus / HD 4250 Large Format Scanners – Black &amp; White (B&amp;W), Grayscale &amp; Color Scanning Capabilities / ScanOS Software</b>
1	<b>KIP 40 Plus Large Format Scanner – B&amp;W, Grayscale &amp; Color Scanning Capabilities – ScanClient Software – Version 2.0.0.16</b>
1	<b>Kodak i660 – 120 Page Per Minute (PPM) Scanner / 240 Page Per Minute (PPM) Duplex Capability / B&amp;W &amp; Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size – Kodak CapturePro Software</b>
6	<b>Kodak i4200 – 120 Page Per Minute (PPM) Scanner / 240 Page Per Minute (PPM) Duplex Capability / B&amp;W &amp; Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size – Kodak CapturePro Software</b>
3	<b>Kodak i1440 – 100 PPM Scanner / 200 PPM Duplex Capability / B&amp;W &amp; Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size - Kodak CapturePro Software</b>
1	<b>Fujitsu fi6800 – 130 PPM Scanner / 260 PPM Duplex Capability / B&amp;W &amp; Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size</b>
1	<b>Fujitsu fi6670 – 70 PPM Scanner / 260 PPM Duplex Capability / B&amp;W &amp; Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size</b>
1	<b>Fujitsu FI5900C – 120 PPM Scanner / B&amp;W, Grayscale and Color Capabilities / Scans Up to Leger (11" x 17") Size</b>
6	<b>Fujitsu FI-5650C / 5750 – 57 PPM Scanner / 114 PPM Duplex Capability / B&amp;W, Color &amp; Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size</b>
1	<b>Fujitsu FI-4860C – 60 PPM Scanner / 120 PPM Duplex / B&amp;W, Color &amp; Grayscale Scanning / Scans Up to Ledger (11"x17") Size</b>
5	<b>M4097D – IPC (Image Enhancement Controls) – 50 PPM Scanner / 100 PPM Duplex Capability / B&amp;W &amp; Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size</b>
6	<b>M4120C – 25 PPM Scanner / 50 PPM Duplex Capability / B&amp;W, Color/Grayscale Scanning Capabilities/ Scans Up to Legal (8.5" x 14") Size</b>
1	<b>Mekel Mach V Microfilm Scanner – Quantum Scan Software / B&amp;W and Grayscale Capabilities / Scans 35mm - 16mm roll film / Group IV tiff images and/or Jpeg files are created automatically during conversion. Other file options available. 100% Image Capture</b>
4	<b>Wicks &amp; Wilson - 4100 Microfilm Scanner / B&amp;W and Grayscale Capabilities / Scans 35mm and 16mm roll film / Group IV tiff images are created automatically during conversion. Other file options can be chosen prior to media conversion.</b>
1	<b>Mekel Mach VII Microfiche Scanners – / B&amp;W and Grayscale Capabilities / Scans 35mm, 16mm, Comm Fiche, Jacketed and unjacketed / Group IV tiff images and/or Jpeg files are created automatically during conversion. Other file options available. 100% Image Capture</b>

**Document Scanning Software:** Kodak Capture Pro, Version 5.1.3 (Production Software)

**Laserfiche Avante Version 10.3.1**

**Wide Format Scanning Software:** NextImage Scan & Archive, Version 7.3

**Microfilm Conversion Software:** Quantum Scan 1.02.22 / Quantum Process 1.04.77

We utilize Kodak and Fujitsu scanners for our document conversion.

## Workstations

All workstations on the domain are running Windows 7 Professional or Windows 10 Professional operating systems. Each user has their own Active Directory account, with access to only the application and record batch of which they have been assigned and approved. Workstations dealing with sensitive data have encrypted hard drives following HIPAA guidelines and are properly disposed of after phasing out of the workstation life cycle.

Current domain policies dictate all user accounts have a unique password with at least eight characters, including a capital letter and a number. Passwords for all users are required to be changed every 30 days. Workstations are set to automatically lock after eight minutes of idle time preventing any unauthorized access.

Client machines are all individually setup with antimalware and antivirus protection using Bitdefender. Bitdefender is an industry leading real-time anti-virus and anti-malware product that prevents viruses from being run on the local work station as well as proactively scanning emails to ensure no threats exist in any attachments, including OST and PST files. This is provided and actively monitored by our IT department. If a virus or malware is detected, Bitdefender automatically quarantines the item and sends a notification based on severity of the flagged item. This is then processed by IT to ensure proper procedures on virus and malware removal. All client machines are monitored by our IT department. Automated alerts are sent to IT when any hardware failure has occurred. See below for standard workstation hardware and scanning specifications.

**Common Workstation Configuration** (20 total client workstations) Intel Core i5 4GB DDR3 RAM, 250GB+ HDD

External Hard Drives for backups UPS Battery Backups

Windows 7/10 Professional Kodak Production Scanners

Kodak Capture Pro Software to Capture, QC, and Index Kodak Production Scanners

Daily Volume: up to 30,000 pages per day Throughput: 100 pages per minute

File Formats: TIFF/Multi-page TIFF, PDF, RTF, TXT, Searchable PDF, PDF-A

Features: Streak filtering, controlled stacking, Perfect Page technology, iThresholding, automatic color detection, autocrop, image edge fill (black or white), aggressive crop, deskew, content-based blank page detection & deletion, multi-color dropout, automatic orientation

Output Resolutions: 100 / 150 / 200 / 240 / 300 / 400 / 600 dpi Compressions: CCITT Group IV; JPEG or uncompressed output

Multi-Feed Detection: Intelligent ultrasonic technology; 3 sensors that work together/independently.

- All conversion records are processed on specific servers which are backed up nightly.
- Every major operations room in our facility is locked with combinations which change on a periodic basis.
- ADS is independently certified as PCI DSS Merchant Compliant
- We utilize Microsoft Office 365 and adhere to all compliance guidelines inherent to that environment.

**Laserfiche**  
Run Smarter™

**CROWLEY**

**FUJITSU**

**EPSON**™



## Assisting in the Design of Indexing Configuration

ADS will proactively assist in the design of your indexing configurations based on your requirements and on our experience with current trends with other similar municipalities.

We are actively involved with the design of Laserfiche templates with several neighboring cities. We've included some screenshots from the Cities of Fort Lauderdale and Pompano Beach below.

This graphic depicts a template we designed for Building Permit files which defines metadata to be linked to scanned source image files. The source of the metadata is the client's permitting system. Metadata is extracted into an excel spreadsheet which we subsequently load into a Laserfiche SQL table. We designed a Laserfiche workflow that matches the metadata to the correct scanned image file.

The design of document templates is an evolutionary process. Records management policies and filing methods often change throughout the years. As such, our templates are designed to allow for modifications which often consider new information or information previously unavailable.

General

Name:

Description:

Field Name	Type	Width	Default Value	Multiple	Required	Required for This Template	Indexed	Field ID
Permit Number	Text	40		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Defau
Property Address	Text	80		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Defau
Folio Number	Text	40		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Defau
Permit Type	Text	40		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Defau
Archive Type	List	40		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Defau

Color: (Default)

List Field: Edit List...

Constraints: Constraints...

Field Format: Format...

Default Value: Add Token...

Field: Insert, Remove

Reorder Rows: Up, Down

Field Count: 5

OK Cancel Apply Help

In these examples, similar processes are utilized for Planning & Zoning files.

General

Name:

Description:

Color: (Default)

Field Name	Type	Width	Default Value	Multiple	Required	Required for This Template	Indexed	Field
PZ#	Text	40		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Defau
Address	Text	250		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Defau
Subdivision	Text	150		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Defau
Lot / Block	Text	75		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Defau

List Field:

Constraints:

Field Format:

Default Value:

Field:

Reorder Rows:

Field Count:

General

Name:

Description:

Color: (Default)

Field Name	Type	Width	Default Value	Multiple	Required	Required for This Template	Indexed	Field
Business	Text	75		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Defau
Address	Text	250		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Defau
Date Range	Text	15		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Defau

List Field:

Constraints:

Field Format:

Default Value:

Field:

Reorder Rows:

Field Count:

In these examples, similar processes are utilized for Human Resources and Purchasing files.

General **DYNAMIC FIELDS**

Name:

Description:

Field Name	Type	Width	Default Value	Multiple	Required	Required for This Template	Indexed	Field
Employee Name	Text	40		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Defau
Employee Nbr	Text	25		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Defau

Color: (Default) v

List Field: Edit List...

Constraints: Constraints...

Field Format: Format...

Default Value: Add Token...

Field: Insert, Remove

Reorder Rows: Up, Down

Field Count: 2

OK Cancel Apply Help

General **DYNAMIC FIELDS**

Name:

Description:

Field Name	Type	Width	Default Value	Multiple	Required	Required for This Template	Indexed	Field
Contract #	Text	30		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Defau
Contract Name	Text	60		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Defau

Color: (Default) v

List Field: Edit List...

Constraints: Constraints...

Field Format: Format...

Default Value: Add Token...

Field: Insert, Remove

Reorder Rows: Up, Down

Field Count: 2

OK Cancel Apply Help

### C. WARRANTY REQUIREMENTS / a. GENERAL REQUIREMENTS

1. The Contractor shall provide the necessary experienced personnel to support the services required by the Contract. The Contractor shall remove any employee whose work performance, in the City's opinion, is not satisfactory and replace such personnel with employees acceptable to the City. In no event shall the City be responsible for monitoring or assessing the performance of any employee or agent of the Contractor.
2. All Contractor employees shall wear business casual attire while working at any City sites.
3. The Contractor shall comply with all City security policies, plans and procedures.
4. The Contractor shall, at no additional cost to the City, correct any improper work resulting from City workmanship.
5. Payment to the Contractor shall in no way constitute a waiver of any warranty requirements.

ADS agrees with all the requirements above.

### C. WARRANTY REQUIREMENTS / b. PERFORMANCE

1. The Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and industry standards. The Contractor shall adjust all work to meet the needs and requirements of the City and perform its activities so as not to create, threaten, endanger, unreasonably interfere with or delay the operations or activities of the City.
2. All work requested and completion of work will be on an as needed basis and shall be approved in advance by the City's representative.
3. Any work requested beyond that which is specified herein shall be reported in advance to the City's representative. At no time shall work beyond the scope be performed without prior written authorization from the City's representative.
4. The Contractor shall utilize maximum safety precautions. Tools and equipment shall be in a good state of repair, safe to use, and be used in the manner in which they were intended. Contractor shall inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment shall be left unsecured on the project at any time. The City assumes no responsibility for the Contractor's materials or equipment.
5. The Contractor shall allow the City's representative access to any and all City owned documents, drawings, plans, and Contractor generated products during the performance of service.
6. The Contractor shall keep a written index of all documents, drawings, plans, received from the City until such documents, drawings/plans, are returned to the City or authorization to destroy has been granted by the City Representative.
7. The Contractor shall advise the City as soon as practical of any defect or condition which may adversely affect the completion of work requested under the scope of services.
8. The Contractor shall take measures necessary to prepare paper documents for microfilming, which includes, but is not limited to, removal of all staples, paper clips, screws, removing documents from binders, page orientation, removal of post-it notes, etc. The Contractor shall reassemble documents and return them to their original state.
9. The Contractor shall not in any way damage original documents, drawings or plans.

ADS agrees with all the requirements above. Please see the previous section which outlines our current software equipment list. It also described WebFlow, our internally developed project management software tool.

## Project Timeline

Our current throughput is 150 boxes per week in our Florida service bureau. We anticipate satisfying your conversion needs at that (Tampa Bay) location.

Description	Sep-18	Oct-18	Nov-18	Dec-18	2019	2020	2021	Totals
Batch Numbers	B1	B2	B3	B4	B5 - B16	B17 - B28	B29- B36	-
Boxes Picked Up	14	14	14	14	168	168	108	500
Images Per Batch	32,200	32,200	32,200	32,200	386,400	386,400	248,400	1,150,000
Percentage Complete	3%	3%	3%	3%	34%	34%	22%	100%
Preparation Labor Hours	35	35	35	35	420	420	270	1,250
Scanning Labor Hours	31.5	31.5	31.5	31.5	378	378	243	1,125
Indexing Labor Hours	7	7	7	7	84	84	54	250
Final Verification Hours	3.5	3.5	3.5	3.5	42	42	27	125
Data Transmission Hours	1.75	1.75	1.75	1.75	21	21	13.5	63
Total Labor Hours	78.75	78.75	78.75	78.75	945	945	607.5	2,813
Preparation FTE's	1	1	1	1	1	1	1	
Scanning FTE's	1	1	1	1	1	1	1	
Indexing FTE's	1	1	1	1	1	1	1	
Final & Data FTE's	3	3	3	3	3	3	3	
Assumptions are based the Price Proposal document that outlines 1 Million Small Format document and 100,000 Large Format prints. It also considers standard 1.2 cubic and 2.4 cubic file boxes & a 3 year contract period.								
Thus, we estimated the City will convert 500 boxes over a period of 3 years.								

The above schedule depicts batches, boxes and images converted on a per batch and per box basis. It also summarizes estimated labor needs for this conversion project. While 1.1 million pages appear to be a high volume, this project only requires 3 FTE's (well-trained full-time employees).

Every reference and project we have provided has recurring projects. Typically, we schedule in batches of records. For example, 25 boxes (57 thousand pages), 50 boxes (115,000 thousand pages), 100 boxes (230,000 pages).

As discussed within the body of our response document, we have our own internally developed project management software (WebFlow). WebFlow monitors each project and provides project team members with "real-time" updates for all projects companywide.

Through the data we've collected using WebFlow, we can estimate labor hours for each project based on task (preparation, scan, index, review and data transmission). We know, on a daily, weekly and monthly basis what our labor hour requirements are.



# Example, Pick-up and Delivery Confirmation Log.



**ADVANCED DATA SOLUTIONS, INC.**

141 Scarlet Boulevard, Suite A  
Ocala, Florida 34677  
813.866.6575 Fax  
813.866.3545 Corporate  
[www.adsus.net](http://www.adsus.net)

## Pick-Up and Delivery Confirmation

### Pick-Up Information

Client / Division: \_\_\_\_\_

Batch Release #: \_\_\_\_\_

Box #s: \_\_\_\_\_

Released By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name (Client Representative)

\_\_\_\_\_  
Signature

Received By: Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

### Re-Delivery Information

Client / Division: \_\_\_\_\_

Batch Release #: \_\_\_\_\_

Box #s: \_\_\_\_\_

Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name (Client Representative)

\_\_\_\_\_  
Signature

Delivered By: Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Media Transfer: \_\_\_\_\_  
(DVD, CD-Rom, Hard Drive)

Each batch of records is tracked from pick-up to destruction in our WebFlow program. Inactive boxes are stored in sections within our warehouse and are clearly marked and inventoried. As records are converted and cleared as reviewed, they are marked as such with colored labels on the boxes themselves and within WebFlow. We have depicted box lifecycles in graphics throughout this proposal. Microform data is handled in a similar manner to hard copy records.

## **City Government**

Through the years, we have performed services for dozens of City Government offices. Below is a short list.

City of Pompano	Village of Pine Crest
City of Miami Gardens	City of Port St. Lucie
City of Homestead	City of Pembroke Pines
City of Marietta	City of Cutler Bay
City of Kennesaw	City of Orlando
City of Atlanta	City of Fort Lauderdale
City of Hallandale Beach	City of Okeechobee
Villages of Key Biscayne	City of Winter Park
City of Melbourne	City of Clearwater

## **Client Satisfaction Letters**

We have included the following client satisfaction letters as further support to our strong customer relationships.

<b>Client Reference Letter Included</b>
City of Atlanta
Orange County Florida
Bloomin' Brands / Outback Steakhouse
Pompano Beach Florida
Village of Pinecrest

It should be noted we have been providing services for most of our clients for years. It is extremely rare for ADS to fulfill a back-file conversion project and not be asked to continue as the service provider. In those cases, there are either no more records to convert or the client assumes this task "in-house."

***We earn the relationship, not just the project.***

It's a fair statement to say that our clients do not view ADS as just a vendor, but rather an extension of their conversion team. Our job is to make these efforts as seamless and painless as possible. Those who work with us directly have full confidence that we dedicate all resources and efforts to satisfying client needs as quickly as possible.

***We just try harder.***



**Kasim Reed**  
Mayor

**Miguel Southwell**  
Aviation General Manager

July 10, 2016

To Whom It May Concern:

Advanced Data Solutions, Inc. has been providing our records conversion services since early 2012.

They have converted hundreds of thousands of small and large format plan documents to digital format for the airport in a very timely manner. They perform routine pick-ups and converted large batches in a matter of only a few days. They quickly respond to program or metadata changes and provide records requests within minutes.

It is a pleasure working with their staff.

Thank you

*Annette Williams*

Annette Williams, Document Control Manager

Department of Aviation – Planning & Development



January 27, 2017

To Whom It May Concern,

Advanced Data Solutions, Inc. has been a trusted purveyor of Bloomin' Brands since 2011 providing all services related to conversion and imaging needs.

This company provides excellent quality and services. Providing daily pick-ups, scanning, indexing, and upload services related to our vendor payable files for close to 1,000 domestic restaurants and corporate offices. During 2014, we transitioned to a new financial system and ADS was a true partner developing new technology to fit our new processes and data platform. They definitely have the staff and expertise to handle large scale and complex initiatives. Working with their team is always a good experience and comes highly recommended.

Thank you,

Bill Sizemore  
Manager, Procure to Pay



Development Services Department  
Robb M. Bick, Development Services Director

City of Pompano Beach, Florida

140 West Atlantic Boulevard, Pompano Beach, Florida 33060 | P: 954.386.4822 | F: 954.785.4044

December 27, 2014

To Whom It May Concern:

Advanced Data Solutions, Inc. has been providing our conversion services since 2002.

They have converted (approx. 10 Million) and indexed millions of microfilm, serial format and large format prints for the Growth Management and other departments within the City.

It has been a pleasure working with their management and staff for so many years.

Thank you.

Robb M. Bick  
Development Services Director



Guido H. Inguanzo, Jr., CMC  
Village Clerk  
clerk@pinecrest-fl.gov

**VILLAGE OF PINECREST**  
Office of the Village Clerk

December 7, 2015

To whom it may concern:

I have had the pleasure of working with Advanced Data Solutions, Inc. since 2001. During that time, they have provided excellent document imaging services for the various departments of the Village of Pinecrest including converting hundreds-of-thousands of small and large format records for our Building and Planning Department. In addition, they provided implementation, training and support of our Laserfiche EDMS system.

As the Village Clerk and chief records manager of the Village of Pinecrest, I am responsible for all records management of our municipality. As such, I am the System Administrator of the Laserfiche system. I am extremely satisfied with the system and the excellent related services from Advanced Data Solutions.

Sincerely,



Guido H. Inguanzo, Jr., CMC  
Village Clerk

**RECORD CONVERSION SERVICES  
RFP 18-21R  
FINAL EVALUATION COMMITTEE TOTALS**

	<b>Advanced Data Solutions, Inc.</b>	<b>Blue Digital Corp.</b>	<b>Simplicity Solutions Group</b>
Adhered to the instructions	x	x	x
<b>Quality of Response (Max 15 points)</b>			
Records Coordinator	15	15	5
Building Dept. Administrative Coordinator	15	13	5
Assistant City Clerk	15	13	15
Financial Services Administrative Coordinator	15	15	15
Procurement Coordinator	15	15	10
<b>Services to be Provided (Max 30 points)</b>			
Records Coordinator	28	25	15
Building Dept. Administrative Coordinator	28	27	24
Assistant City Clerk	30	25	25
Financial Services Administrative Coordinator	30	25	26
Procurement Coordinator	27	25	25
<b>Qualifications of the Proposer / Expertise (Max 25 points)</b>			
Records Coordinator	25	20	10
Building Dept. Administrative Coordinator	25	22	15
Assistant City Clerk	25	25	10
Financial Services Administrative Coordinator	25	20	15
Procurement Coordinator	25	20	15
<b>Cost (Max 30 points)</b>			
Records Coordinator	24.65	30	16.08
Building Dept. Administrative Coordinator	24.65	30	16.08
Assistant City Clerk	24.65	30	16.08
Financial Services Administrative Coordinator	24.65	30	16.08
Procurement Coordinator	24.65	30	16.08
<b>TOTAL POINTS</b>			
Records Coordinator	92.65	90	46.08
Building Dept. Administrative Coordinator	92.65	92	60.08
Assistant City Clerk	94.65	93	66.08
Financial Services Administrative Coordinator	94.65	90	72.08
Procurement Coordinator	91.65	90	66.08
<b>TOTAL</b>	<b>466.25</b>	<b>455</b>	<b>310.4</b>
<b>TOTAL RANKING</b>			
Records Coordinator	1	2	3
Building Dept. Administrative Coordinator	1	2	3
Assistant City Clerk	1	2	3
Financial Services Administrative Coordinator	1	2	3
Procurement Coordinator	1	2	3
	1	2	3

Paragon Transactions was non-responsive and therefore was not ranked. No proposal was submitted for review.

**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the City of Miami Springs requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

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

\_\_\_\_\_  
Personally known to me; or

\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_  
Did take an oath; or

\_\_\_\_\_  
Did not take an oath



Advanced Data Solutions, Inc.

PO Box 248

Oldsmar, Florida 34677-0248

# Sales Invoice

mengle@adsus.net

www.adsus.net

Invoice Date	Invoice #
3/5/2021	7366
P.O. No	Terms
Verbal	Net 30

**BILL TO:**

Miami Springs PD  
Capt. Jimmy E Deal  
201 Westward Dr  
Miami Springs, FL 33166

Burn Date	Disc # / Filename	Box Qty	Description	
3/5/2021	1-5	95	Batch 1 Case Files	
Quantity	Description	Price	Ext. Price	
260,451	Letter / Legal / Double Letter (scanning, indexing, document preparation & general image enhancement)	0.038	9,897.14	
141.75	Staple removal, document repairs, blueprint/drawing separation, etc... \$22.50/hr	18.00	2,551.50	
35,411	Metadata and Keystrokes	0.02	708.22	
	Piggyback of City of Tamarac Contract			
			<b>Total</b>	\$13,156.86

Phone #

Fax #

813-855-3545



# AGENDA MEMORANDUM

**Meeting Date:** 4/26/2021

**To:** The Honorable Mayor Maria Puente Mitchell and Members of the City Council

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

**From:** Zuzell. E. Murguido, Procurement Specialist II

**Subject:** Oakwood Drive Stormwater Improvements Project

---

**RECOMMENDATION:** Recommendation that Council authorize the issuance of a work order to the City's engineers, Bermello, Ajamil and Partners, Inc. (B&A), for Phase 1 of the Oakwood Drive Stormwater Improvements Project, consistent with B&A's existing agreement with the City and the proposal attached hereto as Exhibit "A", in an amount not to exceed \$69,916.00.

**DISCUSSION:** The City of Miami Springs owns, operates, and maintains the stormwater management system within the City's service area. The system consists of catch basins and pipeline networks that carry water by gravity towards the C-6 drainage canal, which is managed by the South Florida Water Management District (SFWMD). The City Council, in a previous meeting, designated the drainage area along Oakwood Drive, south of Stafford Park as a high priority due to constant flooding in the area.

The Oakwood Drive Stormwater Improvements Project (the "Project") is intended to address flooding issues in the area. The Project area is approximately 0.1 square miles and consists of the Southern portion of Stafford Park, Oakwood Drive from East Drive to Kenmore Drive, and Kenmore Drive North to the C-6 Miami Canal (the "Project Area"). Localized conditions have contributed to worsen the flooding situation, for example: 1) the groundwater table elevation in the area remains high throughout the year, and 2) SFWMD keeps the C-6 canal waters elevated to a height that does not allow for stormwater to drain by gravity.

On March 8, 2021, the City Council adopted Resolution No. 2021-3899 approving an agreement (the "Agreement") with B&A pursuant to Request for Qualifications No. 01-19/20 for continuing professional services relating to architectural and engineering services. In accordance with the terms of the Agreement, the Public Works Department solicited a proposal from B&A to provide engineering services (the "Services") for the Project. B&A submitted a proposal to the City for the Services for the Project, which is attached hereto as Exhibit "A" (the "Proposal").

The proposed scope of work for Phase 1 of the Project was prepared in accordance with City recommendations discussed during a meeting, site visit and inspection with both City and B&A staff on March 26, 2021. Phase 1 of the Project includes a survey, background/data collection, and preliminary design for the stormwater improvements. During Phase 1 of the Project, B&A will consider the passage of runoff water generated in the Project area and consider the installation of a new stormwater pump station, force main and outfall to the C-6 canal, as a method to resolve the flooding in the area. Funding for Phase 1 of the Project will initially come from the City's Stormwater Enterprise Fund.

Phases 2, 3, and 4 of the Project are also set forth in B&A's Proposal attached hereto. In sum, these additional Project phases will include:

- Phase 2: coordination with regulatory agencies and final Project design;
- Phase 3: obtaining permitting from regulatory agencies and preparing 100% construction drawings and specifications, as well as providing an opinion of probable construction costs; and
- Phase 4: assistance with construction bidding support and construction management.

The cost of Phases 2 through 4 (complete Project design and construction management) are estimated to cost \$165,000.00. At this time, Phase 5 (construction) of the Project is estimated to cost \$1,500,000.00. The estimated total for the entire Project is \$1,734,916.00. The City anticipates the Project costs may be reimbursed and/or funded through a State legislative appropriation from FY21-22 or by the use of a portion of the proposed \$5.8 million from the American Rescue Plan Act ("ARPA"), if the Project meets the ARPA criteria.

City Council's approval will be sought in the future for the additional Project phases and award of a construction contract after issuance of an Invitation to Bid (ITB).

**FISCAL IMPACT:** Funding for Phase 1 of the Project will initially come from the Stormwater Enterprise Fund and may be reimbursed if the City receives a state appropriation for this Project or if the City is authorized to use funding for the Project from the proposed \$5.8 million allocation of the American Rescue Plan Act.

**Submission Date and Time:** 4/20/2021 4:23 PM

<p><b>Submitted by:</b>  <b>Department:</b> <u>Finance</u>  <b>Prepared by:</b> <u>Tammy Romero</u>  <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</p>	<p><b>Approved by (sign as applicable):</b>  <b>Dept. Head:</b> _____  <b>Procurement:</b> _____  <b>Asst. City Mgr.:</b> _____  <b>City Manager:</b> _____</p>	<p><b>Funding:</b>  <b>Dept./ Desc.:</b> <u>Finance Department</u>  <b>Account No.:</b> <u>440-3901-539-31-00</u>  <b>Additional Funding:</b> _____  <b>Amount previously approved:</b> \$ _____  <b>Current request:</b> \$ <u>\$69,916.00</u>  <b>Total vendor amount:</b> \$ _____</p>
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**RESOLUTION NO. 2021-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE ISSUANCE OF A WORK ORDER TO BERMELLO, AJAMIL & PARTNERS, INC. FOR PHASE 1 OF THE OAKWOOD DRIVE STORMWATER IMPROVEMENTS PROJECT CONSISTING OF SURVEYING AND PRELIMINARY ENGINEERING IN AN AMOUNT NOT TO EXCEED \$69,916; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 8, 2021, the City of Miami Springs (the “City”) Council adopted Resolution No. 2021-3899 approving an agreement (the “Agreement”) with Bermello Ajamil & Partners, Inc. (the “Consultant”) pursuant to Request for Qualifications No. 01-19/20 for continuing professional services relating to architectural and engineering services; and

**WHEREAS**, in accordance with the terms of the Agreement, the Public Works Department solicited a proposal from the Consultant to provide engineering services (the “Services”) for the Oakwood Drive Stormwater Improvements Project (the “Project”); and

**WHEREAS**, the Consultant submitted a proposal to the City for the Services for the Project, which is attached hereto and incorporated herein as Exhibit “A” (the “Proposal”), and recommended that the Project be divided into four phases; and

**WHEREAS**, the Consultant’s Proposal provides that Phase 1 of the Project will consist primarily of preparing a Project area survey and a preliminary engineering report, in an amount not to exceed \$69,916; and

**WHEREAS**, the City has budgeted for the Services for Phase 1 of the Project within the 2020-2021 fiscal year budget and Phase 1 of the Project will be funded from the City’s Stormwater Enterprise Fund; and

**WHEREAS**, the City Council wishes to authorize the City Manager to issue a work order to the Consultant for Phase 1 of the Project, consistent with the Proposal and the Agreement, in an amount not to exceed \$69,916; 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 authorizes the City Manager to issue a work order to the Consultant for Phase 1 of the Project, consistent with the Proposal and the Agreement, in an amount not to exceed \$69,916.

**Section 3. 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 Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this \_\_\_\_ day of April, 2021.

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
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

April 7, 2021

**SCOPE OF SERVICES  
WORK AUTHORIZATION  
City of Miami Springs  
Oakwood Drive Stormwater Improvements**

**INTRODUCTION**

The City of Miami Springs (City) owns, operates, and maintains a stormwater management system within its service area. The drainage system consists of a catch basins and pipeline network that conveys water by gravity towards the C6 drainage canal, which is managed by the South Florida Water Management District (SFWMD). The drainage area along Oakwood drive, south of the Stafford Park has been designated high priority due to constant flooding. Localized conditions worsen this situation: 1. the groundwater table elevation in the area remains high throughout the year and 2. SFWMD keeps the C-6 canal stages elevated enough to provide little to no head for stormwater to drain by gravity. The area is approximately 0.1 square miles, as indicated in the Project Area section.

**PROJECT AREA**

As noted in Figure 1, the project area consists of the South portion of the Stafford Park, the Oakwood drive from East Drive to Kenmore and Kenmore Dr. N to C-6 Miami Canal.



Figure 1. Oakwood Drive Stormwater Improvements Project Area

## OBJECTIVE

The main objective of this SOW is to prepare a preliminary resiliency assessment and address the flooding issues in the area. The project shall consider the conveyance of runoff generated in the project area and the installation of a new stormwater pump station, force main and outfall to the C6 canal, as an alternative to solve the minimal head availability that the project area is currently experiencing.

## SCOPE OF WORK

The City has requested Bermello Ajamil and Partners (BA) to provide professional engineering services for the **Oakwood Drive Stormwater Improvements project** under their current CCNA continuing services agreement with the City. This SOW has been prepared in accordance with City recommendations discussed during a meeting, site visit and inspection with City and BA staff on March 26, 2021. Upon a brief review of existing information, BA is recommending that it will be more cost effective to divide the project into 4 Phases as follows:

- PHASE 1: Survey, background information, data analysis and preliminary design
- PHASE 2: Regulatory agencies coordination and final design
- PHASE 3: Permitting and construction documents
- PHASE 4: Bidding and construction management support

## WORK BREAKDOWN SCHEDULE

BA proposes to provide the services identified below for the project entitled **Oakwood Drive Stormwater Improvements** with the City of Miami Springs:

### PHASE 1: Survey, background information, data analysis and preliminary design

Under this phase BA team proposes to provide the following services:

#### Subtask 1.1: Meetings

Under this subtask BA will coordinate and schedule with the City staff the following meetings: Kick off, one (1) site visit to the project area to assess existing conditions and discuss with the City's staff current issues in the project area. BA shall also coordinate and schedule periodic meetings with City staff, as needed.

#### Subtask 1.2: Survey

Topographic survey (to be contracted separately) of the following area:

- South Portion of Stafford Park (Approximately 34,000 SF adjacent to drainage infrastructure)
- Forest Drive (Approximately 750 LF)
- Oakwood Drive (Approximately 2100 LF)
- Kenmore Drive (Approximately 300 LF)
- Area of C6 Canal (Approximately 250 LF)

#### Subtask 1.3: Preliminary Engineering Report

Under this sub-task, BA will provide the following services:

- Review existing background information to be provided by the City, including existing Stormwater Master Plan, stormwater and utility system as-built and atlas. O&M records and historic flooding events, existing permits and any additional information on the area, including easement agreements,
- Coordinate with regulatory agencies regarding existing permitting and as-built drawings, as necessary.

- Maps including the project area, average groundwater level maps, MD County Flood Criteria Map and FEMA FIRM Map
- Provide a vulnerability assessment of the project area, considering the Impact of sea level rise (SLR) and high ground water table to be considered in the modeling scenarios. Data will be obtained from sources such as Miami-Dade County, SFWMD, NOAA and the South Florida Climate Change Compact.
- Hydraulic modeling services to evaluate the current system capacity and estimate the basin runoff flow considering the information from the vulnerability assessment as input parameters to the model.
- Provide calculations for flood mitigation area basin runoff lift system head loss calculations and pump system curve. Drainage calculations to be in accordance with the SFWMD Environmental Resource Permit Applicants Handbook guidelines.
- Assist the City for possible grant preparation and management, including FDEP 329 grant for water quality improvements and CDBG-MIT grants for resiliency and flood protection.

*Phase 1 Deliverables:*

*Sub-Task 1.1: Meetings:*

BA staff will attend one (1) kick-off meeting, one (1) site visit with the City representatives. BA shall be responsible for the preparation of meeting agenda and minutes and will make them available to the City for review and approvals. Meeting minutes from periodic meetings

*Sub-task 1.2: Survey*

Under this sub-task BA will sub-contract the topographic survey for the project area as noted above

*Sub-Task 1.3: Preliminary Engineering Report (PER)*

BA shall prepare a PER to include the following sections:

- Introduction
- Project description
- Project location
- Existing conditions
- Project objectives
- Vulnerability assessment
- Calculations, including hydraulic modeling results (system capacity and runoff calculations); pump station preliminary design (capacity, pump curves and head loss calculation for force main system)
- Proposed water quality improvements.
- Preliminary recommendations for pump station location based on hydraulic model results and utilities in the area pump station site selection and preliminary pump station design including: capacity, pump curves and head loss calculation for force main system. Evaluation of other alternatives for stormwater improvements are not included in this task.
- Preliminary/budget Opinion of Probable Construction Costs and schedule
- Preliminary lay-out drawings, including location and pump station and new connection to C6- Miami Canal.

Draft Preliminary Engineering Report sections as described above. One (1) electronic copy

Final Preliminary Engineering Report sections as described above. One (1) electronic copy

**PHASE 2: Regulatory agencies coordination and final design**

During this phase, BA proposed the following services:



- Geotechnical report for soil boring tests for foundations for pump station, as needed
- Subsurface Utility Engineering (SUE) as needed
- Structural calculations and design.
- Prepare Final Engineering Report with the following sections:
  - o Introduction
  - o Project Description
  - o Existing conditions
  - o Objective
  - o Maps including the project area, average groundwater level maps, MD County Flood Criteria Map and FEMA FIRM Map
- Pump specifications, plan and profile drawings
- Electrical connections to pump station
- Water quality improvement infrastructure, as needed
- Stormwater Pollution Prevention Plan
- Final Opinion of Probable Construction Costs and schedule

**Deliverables:**

To be determined, pending results from Phase 2

**PHASE 3: Permitting and construction documents**

Once final design is complete, BA will

- Coordinate with regulatory agencies to obtain the following permits:
  - o Class II permit with Miami-Dade for discharge of stormwater to surface waters in Miami-Dade.
  - o SFWMD ROW permit for new outfall to C-6 Miami River
- Prepare 100% construction drawings, specifications and submittals.
- Conceptual Opinion of Probable Construction Costs and schedule at preliminary and final phase.

**Deliverables:**

To be determined, pending results from Phase 1 and 2

**PHASE 4: Bidding and construction management support**

- Bidding support, including review checks and requests for additional information, as needed.
- Construction inspection and administration, as needed

**Deliverables:**

To be determined, pending results from Phase 1, 2 and 3

**PART II - EXCLUSIONS**

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- Coordination for utility easements, if needed
- Permitting fees
- Changes to drawings after approval of Design Development Plans

**PART III – COMPENSATION**

---

BA will provide the services noted above for a lump sum as follows:

Phase 1	
Task 1.1 Meetings	\$5,440

Task 1.2 Survey (to be contracted with PDS, lower fees) (Premiere Design Solutions, Inc.)	\$26,800
Task 1.3 Preliminary Engineering Report <i>PER shall include background information, modeling, preliminary calculations and design of drainage and force main, design and location of pump station, drawings, opinion of probable costs, regulatory agency coordination and grant preparation</i>	\$37,676
Total Phase 1	\$69,916



# PREMIERE DESIGN SOLUTIONS, INC

12781 Miramar Parkway, Suite 205, Miramar, FL 33027

Tel: (954) 237-7850 Fax: (954) 337-2332

April 02, 2021

Mr. Jose Lopez, PE  
Bermello Ajamil & Partners  
2601 S. Bayshore Dr., Suite 1000  
Miami, FL 33133  
[jlopez@bermelloajamil.com](mailto:jlopez@bermelloajamil.com) / 305-788-4079

Submitted Via e-mail

**REF: Professional Surveying Services  
Stafford Park to C6 Outfall Stormwater Improvements  
PDS Project No. 21210005**

Dear Jose:

**Premiere Design Solutions, Inc. (PDS)** is pleased to submit this proposal for the above referenced project to Bermello Ajamil & Partners (Client), to provide Professional Surveying services for a specific purpose survey which will be utilized as a base file in order to provide stormwater improvements in the City of Miami Springs, Miami Dade County, Florida.

The scope of this proposal includes all the necessary field activities and office work to complete the specific purpose survey as described in this proposal. Survey will include ROW to ROW Land Survey of the following areas:

- South Portion of Stafford Park (Approximately 34,000 SF adjacent to drainage infrastructure )
- Forest Drive (Approximately 750 LF)
- Oakwood Drive (Approximately 2100 LF)
- Kenmore Drive (Approximately 300 LF)
- Area of C6 Canal (Approximately 250 LF)

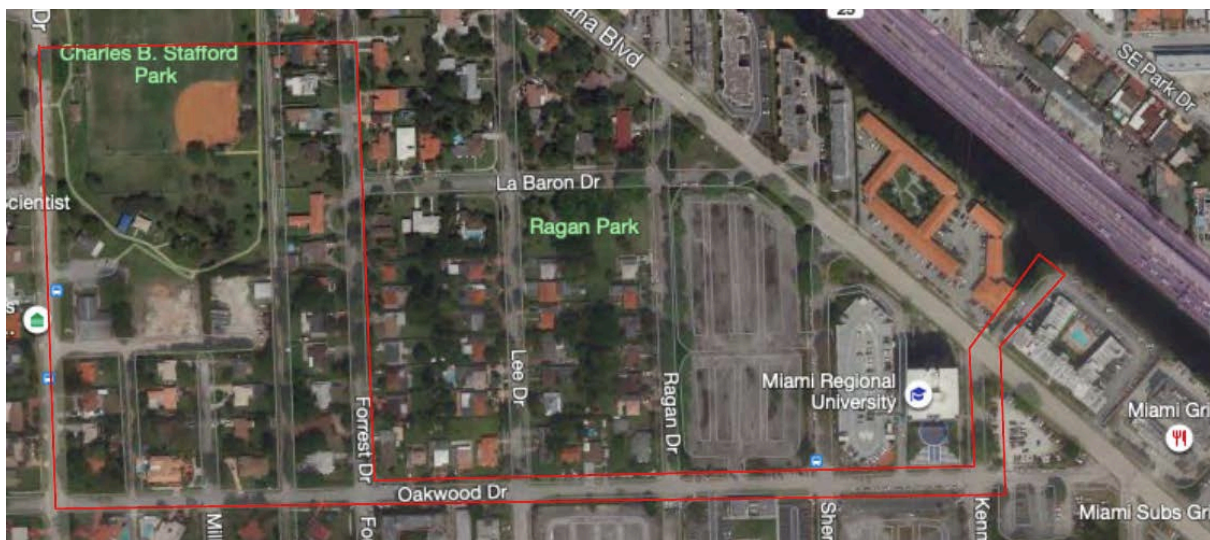


Exhibit A – Area of Improvements

# PREMIERE DESIGN SOLUTIONS, INC

12781 Miramar Parkway, Suite 205, Miramar, FL 33027

Tel: (954) 237-7850 Fax: (954) 337-2332

## SCOPE OF SERVICES

In order to meet the Client's need for this project, PDS will need to complete the following tasks:

### Task No. 1 – Specific Purpose Topographic Survey

This task includes to prepare a Specific Purpose Topographic Survey of the Area segment shown above. Survey will show all driveways/pavements/obstacles adjacent to the roadways to facilitate future repair work if needed. This task will include to obtain elevation data at every 50'. The survey will meet all the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida as defined in the "Standards of Practice" in Chapter 5J-17 Florida Administrative Code.

The survey will include as a minimum:

1. All above ground utilities and structures: pull boxes, curbs, poles, overhead lines (no height data), water meters, mailboxes, parking meters, decorative pavement, pavers, driveways and other significant above ground features, within the Survey Limits.
2. Collect elevation cross sections along the corridor at every 50' intervals. Elevations shots to include crown of road, edge of pavement, front of walk, back of walk, driveways and ramps and center of swale up right-of-way.
3. Lot Lines, roadway centerline and right-of-way lines (per plat records), including bearings and dimensions and right-of-way width.
4. Obtain rim elevations of all drainage and sanitary sewer structures within the Survey Limits. (Including invert elevation, manhole bottom, pipe size, pipe direction and pipe material if visible)
5. Location of trees will be shown (height and spread will not be measured).
6. Point data will be provided for Digital Terrain Model (DTM).
7. Elevations will be referenced to the NGVD of 1929 Vertical Datum or NAVD 1988 Vertical Datum (as selected by Client), with accuracy as 2/100' as provided by GPS Rover Data Collection equipment.
8. Project Horizontal Datum will be referenced to NAD 83/2011.
9. Side street surveys shall extend 50 feet past radius returns.

Deliverables of this task will be made electronically in PDF and AutoCAD file formats as applicable, and in hard copies with two sets of printed signed and sealed survey drawings.

## PROPOSED COST OF SERVICES

PDS can complete tasks one and two for a lump sum fee as follows:

**Task 1 ..... \$ 26,800.00**

## PROPOSED TIME SCHEDULE

PDS is ready to start this work within 48 hours of written NTP. We estimate a completion time for tasks one in the scope of services as follows:

# **PREMIERE DESIGN SOLUTIONS, INC**

12781 Miramar Parkway, Suite 205, Miramar, FL 33027

Tel: (954) 237-7850 Fax: (954) 337-2332

Task 1..... 4 Weeks

We value the opportunity to provide our professional services on this exciting project. If you decide to accept this proposal, please sign below and return an executed copy to our office. If you have any questions please call us at (954)-237-7850.

Sincerely,

**PREMIERE DESIGN SOLUTIONS, Inc.**

A handwritten signature in black ink, appearing to read 'Luis J. Jurado', written over a horizontal line.

Luis J. Jurado, P.E.  
President

# PREMIERE DESIGN SOLUTIONS, INC

12781 Miramar Parkway, Suite 205, Miramar, FL 33027

Tel: (954) 237-7850 Fax: (954) 337-2332

**Cost of these services is: \$26,800.00 Lump Sum**

## CONTRACT AGREEMENT ACCEPTANCE

### Premiere Design Solutions, Inc.



Date:

By: \_\_\_\_\_

04-02-2021  
\_\_\_\_\_

Name: Luis J. Jurado, P.E.

Title: President

### Bermello Ajamil & Partners

By: \_\_\_\_\_

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

Name: Jose Lopez, PE

Title: Senior Associate

### Exclusions

1. This proposal does not include As-Built Surveying services.
2. Design, Bidding support, permitting and construction phase services are not included.
3. This proposal does not include any environmental design services.
4. This proposal does not include tree designation or tree survey.
5. Services that are not mentioned as part of the exclusions and are not described in the scope of services are not included.

If requested by the Client, PDS can provide a proposal for the items not included in the scope of services.

### Contract Terms and Agreements

1. This contract agreement is for a Lump Sum amount.
2. Invoices are due net thirty days from invoice date.
3. Any invoices past due more than 30 days will accrue a 1.5% interest per month fee.
4. A 25% retainer will be required prior to starting any work described in the scope of services.
5. If the Client decides to terminate the contract the 25% retainer will not be refunded. If PDS has billed more than 60% of the contract fee at the time of Client termination, the Client agrees to pay all costs incurred by PDS that exceed the 25% retainer amount.
6. Client agrees to pay expenses incurred by PDS including telephone calls, emails, shipping and postage, plan reproduction and written document reproduction.

## PHASES 1-5 - Oakwood Drainage Improvement Project

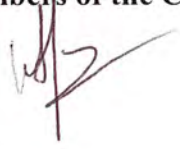
<b>Summary</b>	<b>BA Design</b>	<b>Sub-consultants</b>	<b>Description</b>
Phase 1	\$ 43,916	\$ 26,000	Design + survey
Phase 2	\$ 70,000		Budget design
		\$ 5,000	Subsurface Utility Engineering
		\$ 5,000	Geotechnical
		\$ 15,000	Electrical- MEP (*) add \$5,000 for emergency generator, if needed
Phase 3	\$ 30,000		Budget estimates for final ready for construction design and permitting
Phase 4	\$ 12,000		Budget for bid support
Total Design Phase	\$ 155,916	\$ 51,000	
Phase 5	\$ 25,000	\$ 3,000	Budget for limited construction support administration (18 months)
Total construction and design phase	\$ 180,916		
Estimated construction costs	\$ 1,500,000		Includes 15% for MOT, mobilization, bonds and 30% contingencies, as budget



# AGENDA MEMORANDUM

**Meeting Date:** 4/26/2021

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

**From:** William Alonso, City Manager 

**Subject:** Police Pension Ordinance

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The attached ordinance relates to the final piece of the new Fraternal Order of Police union contract approved in September 2020 by Council.

As you can see in the attached page under section 4 b of page 57, beginning in FY2021-2022 (which starts October 1, 2021) the pension multiplier for all officers hired after October 12, 2014 shall increase from 2.5 to 3.0 while the cap increases from 70% to 75%.

This is a contractual obligation on the part of the City.



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.



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

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

54 (2) *Amount.* For members hired before October 12, 2014, the  
55 monthly retirement benefit for continuous service prior to October 12, 2014  
56 shall be equal to 3.5 percent of average monthly earnings multiplied by the  
57 number of years and completed months of continuous service; and for  
58 continuous service on and after October 12, 2014 the monthly retirement  
59 benefit shall be equal to 3.5 percent of average monthly earnings multiplied  
60 by the number of years and completed months of continuous service up to  
61 twenty years, and 3.0 percent of average monthly earnings multiplied by the  
62 number of years and completed months of continuous service after twenty  
63 years. Notwithstanding the preceding sentence, the monthly retirement  
64 benefit for members hired before October 12, 2014 shall not exceed 85%  
65 of average monthly earnings; provided, any member who has accrued a  
66 benefit in excess of 85% of average monthly earnings on October 12, 2014  
67 shall retain the benefit percentage accrued on that date, but shall not accrue  
68 any additional benefit percentage thereafter (but in no event shall the benefit  
69 be less than 2.0 percent for each year of continuous service). Commencing  
70 October 1, 2021, ~~the~~ monthly retirement benefit for members hired on or  
71 after October 12, 2014 shall be equal to ~~2.5~~ 3.0 percent of average monthly  
72 earnings multiplied by the number of years and completed months of  
73 continuous service, up to a maximum of ~~70%~~ 75% of average monthly  
74 earnings (but in no event less than 2.0 percent for each year of continuous  
75 service). Notwithstanding the provisions of this paragraph (2), the monthly  
76 retirement benefit for a member who is employed and within three years of  
77 the normal retirement date on October 12, 2014 shall be equal to 3.5

78 percent of average monthly earnings multiplied by the number of years and  
79 completed months of continuous service

80 \*\*\*

81 **Section 3.** **Conflict.** All Sections or parts of Sections of the Code of Ordinances,  
82 all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in  
83 conflict with this Ordinance are repealed to the extent of such conflict.

84 **Section 4.** **Severability.** That the provisions of this Ordinance are declared to  
85 be severable and if any section, sentence, clause or phrase of this Ordinance shall for  
86 any reason be held to be invalid or unconstitutional, such decision shall not affect the  
87 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but  
88 they shall remain in effect, it being the legislative intent that this Ordinance shall stand  
89 notwithstanding the invalidity of any part.

90 **Section 5.** **Codification.** That it is the intention of the City Council and it is  
91 hereby ordained that the provisions of this Ordinance shall become and be made a part  
92 of the City Code, that the sections of this Ordinance may be renumbered or relettered to  
93 accomplish such intentions, and that the word Ordinance shall be changed to Section or  
94 other appropriate word.

95 **Section 6.** **Effective Date.** That this Ordinance shall become effective  
96 immediately upon adoption on second reading.

97 **PASSED ON FIRST READING** this 26<sup>th</sup> of April, 2021, on a motion made by \_\_\_\_  
98 \_\_\_\_\_ and seconded by \_\_\_\_\_.

99  
100 **PASSED AND ADOPTED ON SECOND READING** this \_\_\_\_ day of May, 2021,  
101 on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

102  
103 Vice Mayor Bob Best \_\_\_\_\_  
104 Councilwoman Jacky Bravo \_\_\_\_\_  
105 Councilman Dr. Walter Fajet \_\_\_\_\_  
106 Councilman Dr. Victor Vazquez \_\_\_\_\_  
107 Mayor Maria Puente Mitchell \_\_\_\_\_

108  
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112 \_\_\_\_\_  
113 MARIA PUENTE MITCHELL  
MAYOR

114 ATTEST:

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118 \_\_\_\_\_  
119 ERIKA GONZALEZ, MMC  
120 CITY CLERK

121

122

123 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

124 FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

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126

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



37 **NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL**  
38 **OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS: <sup>1</sup>**

39 **Section 1. Recitals.** That the above recitals are confirmed, adopted, and  
40 incorporated herein and made a part hereof by reference.

41 **Section 2. Repeal of Code Sections.** That the Code of Ordinances of Miami  
42 Springs, Florida, is hereby amended by repealing the following sections in Chapter 32 of  
43 the Code of Ordinances of Miami Springs, Florida in their entirety, as further shown on  
44 Exhibit A attached hereto and incorporated herein: Article III, "Code Review Board,"  
45 Sections 32-10 through 32-16; Article IV, "Memorial Committee," Sections 32-20  
46 through 32-22; Article XIV, "Golf and Country Club Advisory Board," Sections 32-92  
47 through 32-98; and Article XVI, "Architectural Review Board," Section 32-100.

48 **Section 3. Amending Code.** That the Code of Ordinances of Miami Springs,  
49 Florida, is hereby amended by amending Article VII, "Charter Review Board," Sections  
50 32-50 through 32-58 as shown in Exhibit B attached hereto and incorporated herein.

51 **Section 4. Conflicts.** All Sections or parts of Sections of the Code of  
52 Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of  
53 Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

54 **Section 5. Severability.** That the provisions of this Ordinance are declared to  
55 be severable and if any section, sentence, clause or phrase of this Ordinance shall for  
56 any reason be held to be invalid or unconstitutional, such decision shall not affect the  
57 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance  
58 but they shall remain in effect, it being the legislative intent that this Ordinance shall  
59 stand notwithstanding the invalidity of any part.

60 **Section 6. Codification.** That it is the intention of the City Council and it is  
61 hereby ordained that the provisions of this Ordinance shall become and be made a part  
62 of the City Code, that the sections of this Ordinance may be renumbered or relettered to  
63 accomplish such intentions, and that the word Ordinance shall be changed to Section or  
64 other appropriate word.

65 **Section 7. Effective Date.** That this Ordinance shall become effective  
66 immediately upon adoption on second reading.

67  
68 [THIS SPACE INTENTIONALLY LEFT BLANK.]

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<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 ~~double strikethrough~~ and double underline.

69 **PASSED ON FIRST READING** on the \_\_ day of \_\_\_\_\_, 2021, on a  
70 motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

71 **PASSED AND ADOPTED ON SECOND READING** this \_\_\_\_ day of \_\_\_\_  
72 \_\_\_\_\_, 2021, on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_. Upon  
73 being put to a roll call vote, the vote was as follows:

74 Vice Mayor Bob Best \_\_\_\_\_  
75 Councilwoman Jacky Bravo \_\_\_\_\_  
76 Councilman Dr. Walter Fajet \_\_\_\_\_  
77 Councilman Dr. Victor Vazquez \_\_\_\_\_  
78 Mayor Maria Puente Mitchell \_\_\_\_\_

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\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

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ATTEST:

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ERIKA GONZALEZ, MMC  
CITY CLERK

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

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

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**EXHIBIT A**

Chapter 32 - BOARDS, COMMISSIONS, COMMITTEES

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~~ARTICLE III. - CODE REVIEW BOARD~~

~~Sec. 32-10. - Establishment.~~

~~There is created and established in the City a Code Review Board.~~

~~Sec. 32-11. - Powers and duties.~~

~~The Code Review Board is vested with the power and authority, and charged with the duty and responsibility, of the review and consideration of the Code of Ordinances of the City, and to report to the City Council all recommendations for amendment.~~

~~Sec. 32-12. - Members.~~

~~(A) - The Code Review Board shall consist of five voting members appointed by each member of the council including the Mayor for staggered three-year terms, and two ex-officio members:~~

~~(1) - City Manager.~~

~~(2) - City Attorney.~~

~~(B) - Members shall be qualified electors of the City. Upon the expiration of a board member's term, the City Council member making the original appointment, or that City Council member's successor in office, shall appoint the board member to serve during the new board term. If, for any reason, an appointment should not be made to fill an expired term, the incumbent will continue to serve until his successor has been appointed. No board member shall serve on any other board or commission of the City while holding this office. No board member who shall have served three consecutive terms of office, shall be eligible to serve an additional term of office for two years thereafter, unless the appointment for any additional term shall be confirmed by a majority of the council.~~

~~(C) - In the event of the death, removal, or resignation of a member, a successor shall be appointed to fill the unexpired term by the council member making the original appointment. In the event the original council member is no longer in office, his successor shall fill the unexpired term.~~

~~(D) - The Code Review Board shall prescribe and adopt rules and regulations for proceedings hereunder.~~

~~(1) - Meetings of the board shall be open to the public.~~

~~(2) - The Code Review Board shall keep minutes of its proceedings showing the vote of each member on each question or if absent or failing to vote indicating that fact, and shall keep records of its proceedings and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record.~~

138 ~~Sec. 32-13. -- Compensation.~~

139 ~~Members of the Code Review Board shall serve without compensation, and all~~  
140 ~~consultant or support services to be furnished to the board must be requested from and~~  
141 ~~approved by the City Council or their designee prior to the services being secured.~~

142 ~~Sec. 32-14. -- Rules and procedures.~~

143 ~~The members of the Code Review Board shall follow the rules and procedures~~  
144 ~~governing all boards and agencies of the City.~~

145 ~~Sec. 32-15. -- Recommendations for amendments.~~

146 ~~Any elector of the City who in good faith believes that an amendment should be~~  
147 ~~made to the Code of the City, who indicates his desires and recommendations in~~  
148 ~~writing, and files the same with the City Clerk, may appear at any regularly scheduled~~  
149 ~~public meeting of the board to be heard and give evidence concerning his~~  
150 ~~recommendations. The board shall also hear recommendations of the City Council, City~~  
151 ~~Attorney, City Manager, and the City Clerk, when presented. The board may on its own~~  
152 ~~initiative appoint individual members to investigate and make recommendations relative~~  
153 ~~to the amendment of the Code. All recommendations shall be submitted to the City~~  
154 ~~Council together with a report setting forth:~~

155 ~~(A) — The form of the amendment,~~

156 ~~(B) — The reason for the amendment, and~~

157 ~~(C) — Arguments and evidence in support of the amendment or against the adoption~~  
158 ~~of the amendment.~~

159 ~~Sec. 32-16. -- Council to consider recommendations.~~

160 ~~The City Council may consider the recommendations of the Code Review Board at~~  
161 ~~any regular or special meeting, and may adopt, amend, or reject the recommendations~~  
162 ~~in the City Council's discretion. The recommendations of the Code Review Board as~~  
163 ~~contained in the report shall be made available to the public.~~

164 ~~ARTICLE IV. -- MEMORIAL COMMITTEE~~

165 ~~Sec. 32-20. -- Establishment and membership.~~

166 ~~There is established a memorial committee whose membership shall be composed~~  
167 ~~as follows:~~

168 ~~(A) — Beginning on January 1, 2013, each of the following shall serve for~~  
169 ~~consecutive one year terms on an annual rotating basis:~~

170 ~~(1) — Reverend or official delegate, All Angels Episcopal Church;~~

171 ~~(2) — Pastor or official delegate, Grace Lutheran Church;~~

172 ~~(3) — Pastor or official delegate, Vida Nueva Christian Ministries;~~

173 ~~(4) — Pastor or official delegate, Iglesia Bautista Sion.~~

174 ~~(B) — Chairperson — Historical Preservation Board.~~

175 ~~(C) — Chairperson — Board of Recreation.~~

176 ~~(D) — Chairperson — Board of Parks and Parkways.~~

177 ~~(E) — Chairperson — Zoning and Planning Board.~~

178 ~~Sec. 32-21. — Duties.~~

179 ~~The memorial committee is charged with recommending to City Council appropriate~~  
180 ~~memorials for individuals, organizations, and special events, encouraging private~~  
181 ~~donations, and establishing minimum architectural and material standards for~~  
182 ~~memorials.~~

183 ~~Sec. 32-22. — Rules of procedure.~~

184 ~~In the performance of these duties the memorial committee and the City Council~~  
185 ~~shall be governed by the following rules of procedure:~~

186 ~~(A) — Recommendation for a memorialization for a deceased individual may be~~  
187 ~~sought only upon petition of a Miami Springs citizen or citizen group, or by~~  
188 ~~majority vote of the City Council.~~

189 ~~(B) — The memorial committee shall consider all petitions and requests for~~  
190 ~~consideration from City Council vote within 60 days of transmission from the city~~  
191 ~~clerk.~~

192 ~~(C) — Recommendations of the memorial committee shall be considered by the City~~  
193 ~~Council at its next regular meeting following receipt of the Board's~~  
194 ~~recommendation. Recommendations shall include estimates of annual~~  
195 ~~maintenance costs, if any. Public memorial funding may be made only during~~  
196 ~~adoption of the City's annual budget, unless the City Council specifically~~  
197 ~~approves the use of contingency account funding by a four-fifths vote.~~

198 ~~(D) — All memorials established under the procedures prescribed by this section~~  
199 ~~shall stand for a minimum of ten years before a name may be removed or the~~  
200 ~~memorial dismantled by majority vote of the City Council. However, a memorial~~  
201 ~~may have a name removed or the memorial may be dismantled at any time~~  
202 ~~subsequent to a public hearing specifically called to consider the matter, and~~  
203 ~~the rendering of an affirmative four-fifths vote of the City Council for such~~  
204 ~~removal or dismantling. Renaming of existing memorials shall require~~  
205 ~~conformance to the provisions of this section.~~

206 ~~(E) — The Memorial Committee shall utilize the following criteria in evaluating~~  
207 ~~eligibility for memorialization:~~

208 ~~1. — That a person under consideration must be deceased.~~

209 ~~2. — That a person must have resided in the City of Miami Springs.~~

210 ~~3. — That a person must have contributed in some significant manner to the~~  
211 ~~City.~~

212 ~~4. — That a person with ties to the City must have distinguished themselves in~~  
213 ~~acts, actions or activities unrelated to the City.~~

214 ~~5. That although compliance with the criteria set forth in subsection 1 herein~~  
215 ~~is required, the failure to comply with any other single criteria is not fatal to~~  
216 ~~consideration so long as at least a combination of two of the other criteria is~~  
217 ~~met.~~

218 ~~6. That notwithstanding anything contained herein to the contrary, the City~~  
219 ~~Council may approve memorialization, by a four-fifths vote, even if a person~~  
220 ~~proposed for memorialization fails to meet any or all of the aforesaid criteria~~  
221 ~~previously set forth herein.~~

222 \* \* \*

223 ~~ARTICLE XIV. GOLF AND COUNTRY CLUB ADVISORY BOARD~~

224 ~~Sec. 32-92. Establishment.~~

225 ~~It is the intention of the City to establish an advisory board to provide input to the~~  
226 ~~City Council in regard to all matters relating to the operation, maintenance, and future~~  
227 ~~development of the City golf and country club.~~

228 ~~Sec. 32-93. Membership; terms of office.~~

229 ~~The Golf and Country Club Advisory Board shall consist of five members. Each~~  
230 ~~member of the City Council, including the Mayor, shall appoint one board member for a~~  
231 ~~two year term. Members shall be qualified electors of the City. If, for any reason, an~~  
232 ~~appointment should not be made to fill an expired term, the incumbent will continue to~~  
233 ~~serve until a successor has been appointed. No board member shall serve on any other~~  
234 ~~board or commission of the City while holding this office. No board member who shall~~  
235 ~~have served three consecutive terms of office shall be eligible to serve an additional~~  
236 ~~term of office for two years thereafter, unless the appointment for any subsequent~~  
237 ~~additional term shall be confirmed by a majority of City Council.~~

238 ~~Sec. 32-94. Vacancies.~~

239 ~~In the event of the death, removal, or resignation of a board member, a successor~~  
240 ~~shall be appointed to fill the unexpired term by the City Council member who made the~~  
241 ~~original appointment. In the event the original City Council member is no longer in office,~~  
242 ~~the successor in office shall fill the unexpired term.~~

243 ~~Sec. 32-95. Chairman.~~

244 ~~The board shall elect its own chairman, who shall serve at the will of the board. In~~  
245 ~~addition, the board shall determine the chairman's term of office and number of terms~~  
246 ~~that may be consecutively served.~~

247 ~~Sec. 32-96. Procedural rules and regulations.~~

248 ~~The board shall prescribe and adopt its own rules and regulations. However, the~~  
249 ~~board shall comply with the following:~~

250 ~~(A) All meetings of the board shall be open to the public.~~

251 ~~(B) The board shall keep minutes of its proceedings, showing the vote of each~~  
252 ~~member on each question or, if absent or failing to vote, indicating that fact. In~~  
253 ~~addition, the board shall keep records of all its proceedings and other official~~  
254 ~~actions, all of which shall be immediately filed in the City Clerk's office, and shall~~  
255 ~~be a public record.~~

256 ~~(C) Board action shall require the presence of a quorum of three board members.~~

257 ~~(D) All actions of the board shall be approved by a majority vote, except that no~~  
258 ~~less than three like votes are required if less than the entire board is voting.~~

259 ~~Sec. 32-97. Consultant and support services.~~

260 ~~The board shall act only in an advisory capacity to the City Council, and all~~  
261 ~~consultant and support services to be furnished to the board must be requested from~~  
262 ~~and approved by the City Council prior to the services being secured. In no way can any~~  
263 ~~act of the board exceed the specific authorization and power conferred upon it by the~~  
264 ~~City Council.~~

265 ~~Sec. 32-98. Duties and responsibilities.~~

266 ~~The duties and responsibilities of the board shall be as follows:~~

267 ~~(A) To act as an advisory board for the City Council in all matters relating to the~~  
268 ~~City golf and country club.~~

269 ~~(B) To perform all tasks, studies, or activities as may be directed by the City~~  
270 ~~Council in regard to the City golf and country club.~~

271 ~~(C) To make recommendations to the City Council in regard to the operation,~~  
272 ~~maintenance and future development of the City golf and country club.~~

273 ~~(D) To conduct meetings to solicit the ideas and opinions of the citizens in regard~~  
274 ~~to all matters relating to the City golf and country club.~~

275 ~~(E) To secure information, data, and exhibits to assist the City Council in regard~~  
276 ~~to all matters relating to the City golf and country club.~~

277 ~~(F) To provide the City Council with suggestions for new golf and country club~~  
278 ~~facilities, projects or programs.~~

279 ~~\* \* \*~~

## 280 ~~ARTICLE XVI. - ARCHITECTURAL REVIEW BOARD~~

281 ~~Sec. 32-100. Architectural Review Board - Established.~~

282 ~~There is hereby created an Architectural Review Board to review, discuss, and~~  
283 ~~make recommendations to the City Council on plans, specifications, and designs for~~  
284 ~~commercial projects in accordance with the adopted and approved policies, standards~~  
285 ~~and ordinances of the City.~~

286 ~~(A) Advisory Board. The Architectural Review Board shall function as an Advisory~~  
287 ~~Board for the City Council.~~

288 ~~(B) — *Board membership; terms of office.* The Architectural Review Board shall~~  
289 ~~consist of five members. Each member of the City Council, including the Mayor,~~  
290 ~~shall appoint one Board member for a two-year term. Members shall be~~  
291 ~~qualified electors of the City. If for any reason, an appointment should not be~~  
292 ~~made to fill an expired term, the incumbent will continue to serve until a~~  
293 ~~successor has been appointed. No Board member shall serve on any other~~  
294 ~~Board or Commission of the City while holding this office. No Board member~~  
295 ~~who shall have served three consecutive terms of office shall be eligible to~~  
296 ~~serve an additional term of office for two years thereafter, unless the~~  
297 ~~appointment for any subsequent additional term shall be confirmed by a~~  
298 ~~majority of City Council.~~

299 ~~(C) — *Vacancies.* In the event of the death, removal, or resignation of a Board~~  
300 ~~member, a successor shall be appointed to fill the unexpired term of the City~~  
301 ~~Council member who made the original appointment. In the event the original~~  
302 ~~City Council member is no longer in office, the successor in office shall fill the~~  
303 ~~unexpired term.~~

304 ~~(D) — *Chairman.* The Board shall elect its own chairman, who shall serve at the will~~  
305 ~~of the Board. In addition, the Board shall determine the chairman's term of office~~  
306 ~~and number of terms that may be consecutively served.~~

307 ~~(E) — *Procedural rules and regulations.* The Board shall prescribe and adopt its own~~  
308 ~~rules and regulations. However, the Board shall comply with the following:~~

309 ~~(1) — All meetings of the board shall be held on a monthly basis and be open to~~  
310 ~~the public.~~

311 ~~(2) — The Board shall keep minutes of its proceedings, showing the vote of~~  
312 ~~each member on each question or, if absent or failing to vote, indicating that~~  
313 ~~fact. In addition, the board shall keep records of all its proceedings and~~  
314 ~~other official actions, all of which shall be immediately filed in the city clerk's~~  
315 ~~office, and shall be a public record.~~

316 ~~(3) — Board action shall require the presence of a quorum of three Board~~  
317 ~~members.~~

318 ~~(4) — All actions of the Board shall be approved by a majority vote, except that~~  
319 ~~no less than three like votes are required if less than the entire Board is~~  
320 ~~voting.~~

321 ~~(F) — *Consultant and support services.* The Board shall act only in an advisory~~  
322 ~~capacity to the City Council and no act or decision of the Board shall be~~  
323 ~~considered an act of the City. All consultant and support services to be~~  
324 ~~furnished to the Board must be requested from, and approved by, the City~~  
325 ~~Council prior to the services being secured. In no way can any act of the Board~~  
326 ~~exceed the specific authorization and power conferred upon it by the City~~  
327 ~~Council.~~

328 ~~(G) — *Duties and responsibilities.* The duties and responsibilities of the Board shall~~  
329 ~~be as follows upon the receipt of specific directions or requests from the City~~  
330 ~~Council:~~

- 331 ~~(1) To act as an Advisory Board for the City Council in all matters relating to~~  
332 ~~the architectural and design ordinances, issues and policies of the City.~~
- 333 ~~(2) To perform all tasks, studies, or activities as may be directed by the City~~  
334 ~~Council in regard to any and all architectural and design matters which may~~  
335 ~~impact the City.~~
- 336 ~~(3) To make recommendations to the City Council in regard to the~~  
337 ~~architectural and design impact of any future development or facilities~~  
338 ~~located within the City.~~
- 339 ~~(4) To conduct meetings to solicit the ideas and opinions of citizens, design~~  
340 ~~professionals, and all other knowledgeable persons in regard to all matters~~  
341 ~~relating to architectural and design of developments and facilities to be~~  
342 ~~located within the City.~~
- 343 ~~(5) To secure information, data, and exhibits to assist the City Council in~~  
344 ~~regard to all matters relating to architectural and design of developments~~  
345 ~~and facilities to be located within the City.~~
- 346 ~~(6) To provide the City Council with suggestions for architectural and design~~  
347 ~~policies, positions, projects and programs of the City.~~

348 ~~(H) [Reserved.]~~

349 ~~(I) [Reserved.]~~

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**EXHIBIT B**

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ARTICLE VII. - CHARTER REVIEW BOARD

Sec. 32-50. - Establishment.

There is created and established in the City an advisory board to the council to be known as the charter review board.

Sec. 32-51. - Powers and duties.

The charter review board is vested with the power and authority and charged with the duty and responsibility of review and consideration of the Charter of the City and of reporting to City Council all recommendations for amendment.

Sec. 32-52. - Members; quorum.

(A) At its first regular meeting in December 2021, and thereafter every fifth year, the City Council shall appoint and fund the charter review board. The charter review board shall consist of five voting members and two ex officio members:

(1) City Manager/Clerk.

(2) City Attorney.

(B) Each council member ~~may during the term of his office~~ shall appoint one member of the charter review board. Each member of the charter review board so appointed shall be a qualified elector of the City. ~~The term of each charter review board member shall coincide with the term of the council member making the appointment. On resignation, removal, or death of any City Council member, the term of the council member's appointee to the charter review board shall terminate and the successor City Council member shall by appointment fill the vacancy thereby created.~~ Board members may serve on other boards, agencies, commissions, or committees of the City while holding this office.

(C) The ex officio members shall have no vote, but shall advise the other members of the board as requested. The board shall meet at least once each month or at such times as may be determined by a majority of its members.

(D) The charter review board shall commence its proceedings within 45 days after appointment by the City Council. ~~When appointed~~ At its first meeting, the board shall ~~promptly meet and~~ select a chairman and vice-chairman by a majority vote of its members.

(E) A quorum for meeting shall be three of the voting members of the board.

Sec. 32-53. - Compensation.

Members of the charter review board shall serve without compensation. Reasonable and necessary expenses to be incurred by the board in the performance of its duties shall be submitted to the City Manager for approval in accordance with the City's established purchasing procedure. The City Manager shall provide such administrative and clerical staff support as may be necessary and feasible in the proper performance of the board's duties.



391 Sec. 32-54. - Rules and procedures.

392 The members of the charter review board shall follow the rules and procedures  
393 governing all boards and agencies of the City. The board may administer oaths and  
394 compel attendance of witnesses and the production of documents.

395 Sec. 32-55. - Vacancy appointments.

396 Vacancies shall be filled by appointment as set forth in § 32-52(B).

397 Sec. 32-56. - Recommendations for amendments to Charter.

398 ~~(A) Any elector of the City who in good faith believes that an amendment should be~~  
399 ~~made to the Charter of the City and who shall indicate his desires and~~  
400 ~~recommendations in writing and shall have filed the same with the City~~  
401 ~~Manager/Clerk may appear at any regularly scheduled public meeting of the board~~  
402 ~~to be heard and give evidence concerning his recommendations. The board shall~~  
403 ~~also hear the recommendations of the City Council, City Attorney, and City~~  
404 ~~Manager/Clerk when presented.~~

405 ~~(B) The board may on its own initiative appoint individual members to investigate and~~  
406 ~~make recommendations relative to the amendment of the Charter. All~~  
407 ~~recommendations shall be submitted to the City Council together with a majority~~  
408 ~~and minority report, if appropriate, setting forth:~~

409 ~~(1) The form of amendment.~~

410 ~~(2) The reason for amendment.~~

411 ~~(3) Arguments and evidence in support of the amendment (majority report) or~~  
412 ~~against the adoption of the amendment (minority report).~~

413 The charter revision board shall be charged with reviewing each and every section  
414 of the charter and make recommendations for change. If the charter revision board  
415 determines that an amendment or revision is needed, it shall submit the same to the  
416 City Council no later than July 1st of the year following its appointment. Alternative  
417 proposals may be submitted by the charter revision board and/or by citizen's initiative.  
418 The City Council after its review and approval shall submit suggested amendments and  
419 revisions to the electors of the City in accordance with the provisions of section 6.03 of  
420 the Miami-Dade County Charter, at the next regularly scheduled election.

421 Sec. 32-57. - Form of amendment.

422 The language of all proposed Charter amendments shall be approved by the City  
423 Attorney as to form prior to submission of the amendment to the electorate.

424 Sec. 32-58. - Council to consider recommendations.

425 The City Council may consider the recommendations of the charter review board at  
426 any regular or special meeting, and may adopt, amend, or reject the recommendations  
427 in the City Council's discretion. In the event the City Council submits the proposed

428 Charter amendment to referendum, the recommendations of the charter review board  
429 as contained in the majority and minority report shall be made available to the public.

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**CITY OF MIAMI SPRINGS  
RECREATION DEPARTMENT**  
1401 Westward Drive  
Miami Springs, FL 33166  
Phone: 305.805.5075

April 19, 2021:

The Recreation Department would like to recommend the following events to occur for the upcoming 2021 4<sup>th</sup> of July celebration weekend. After the release of the most current emergency order issued by the county and the continuing phased reopening of our facilities, we feel the options listed below offers the safest options for both our residents and staff.

**A) Parade:** We recommend the cancellation of the parade, which would have been held on Saturday, July 3<sup>rd</sup>, 2021 as it would be very difficult for our staff to ensure a safe environment for the 4<sup>th</sup> of July Parade participants, staff and patrons due to its overwhelming attendance as in past years.

**B) Pool Party:** This is the tradition held at the Aquatic Facility on the 4<sup>th</sup> of July from 12:00-5:00pm. This year we recommend hosting the event on Sunday July 4<sup>th</sup> from 12:00- 5:30pm, which would allow the following:

- a. Two sessions; with time to clean in between.
  - o Session 1 - 12:00 – 2:30pm
  - o Close for cleanup and sanitizing – 2:30pm -3:00pm
  - o Session 2 - 3:00pm – 5:30pm
- b. Pre-sale of tickets. Maximum capacity of 60 people per session (not including staff)
- c. Music (either sound system or DJ)
- d. Prepackaged food included in the cost of entrance. In the past we have grilled; however due to Covid-19 protocol we will be eliminating that aspect.
- e. We will not rent the cabanas on this particular day, we will provide additional shade (tents or umbrellas). All shade areas will be first come, first serve, limiting the capacity to 6 people per shaded area.

**C) Fireworks:** Held at the golf course to continue the tradition from years past. Leading up to the event, we will encourage attendees to maintain social distancing and wear masks at all times when walking around and about.

- a. This year we recommend not allowing attendees to gather until an hour before show time.
- b. As well as encouraging those who can view the fireworks from home to do so.

A handwritten signature in blue ink that reads 'Omar Luna'.

Omar Luna  
Recreation Director  
City of Miami Springs  
1401 Westward Drive  
Miami Springs, FL 33166  
lunao@miamisprings-fl.gov  
Phone: 305.805.5075  
Mobile: 305.733.4319

INDEPENDENCE DAY

4<sup>th</sup> of July

UNITED STATES  
OF AMERICA

CELEBRATION

## Pool Party

Miami Springs Aquatic Center Noon- 2:30PM & 3PM - 5:30PM

## Fireworks

Miami Springs Golf Course Sundown



MIAMI  
SPRINGS  
*At the Heart of it All!*

PARKS & RECREATION



Mayor Maria Mitchell and Council along with the  
Aquatic Center present:

**4TH OF JULY**

**POOL PARTY**

**Join us at the Miami Springs Aquatic Center from  
12:00pm-2:30pm or 3:00pm-5:30pm for some fun in  
the sun as we celebrate the 4th of July.**

**Bring your family & friends to enjoy a  
pre-packaged meal and a fun day at the pool!  
Pre-sale ticket required to participate, so don't  
delay purchase yours today.**



*Happy*  
**4TH OF JULY**

	Resident	Non-Resident
Child/Senior	\$5	\$7
Adult	\$7	\$12
Member	\$2	\$2

**Proof of residency WILL BE REQUIRED**



Miami Springs Aquatic Center  
1401 Westward Dr. Miami Springs, FL 33166  
[www.MiamiSprings-FL.gov/ParksandRecreation](http://www.MiamiSprings-FL.gov/ParksandRecreation)  
(305) 805-5078

