



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Maria Puente Mitchell

Vice Mayor Jacky Bravo
Councilman Walter Fajet, Ph. D.

Councilman Bob Best
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, October 25, 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 Bob Best
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) Proclamation Presentation to the Puerto Rican Professional Association by Mayor Mitchell and City Council
 - B) Presentation Daniel Romagnoli from Daromo Productions LLC re Miami Springs Motoring Weekend 2022
- 5. Open Forum:** 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) October 11, 2021 – Regular Meeting
- 7. Reports from Boards & Commissions:**
 - A) Board Update from Board Member Fred Gonzalez from the Recreation Commission
 - B) Board Update from Board Member Jim Watson Historical Preservation Board

C) Board Update from Chair Elizabeth Fisher Disability Advisory Board

8. **Public Hearings:** None.

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

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Purchase Order For Rental Of Undercover/Unmarked Police Vehicles To Royal Rent-A-Car Systems Of Florida, Inc. In An Amount Not To Exceed \$39,341 By Utilizing The Terms And Conditions Of Miami-Dade County Contract No. Fb-01293 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date

B) Recommendation by the Police Department that Council approve an expenditure to Lawmen’s and Shooters’ Supply, Inc., utilizing Florida State Contract #46000000-21-STC in the amount of \$11,871.40, for firearms ammunition, as these funds were approved in the FY21/22 Budget pursuant to Section §31.11 (E)(5) of the City Code

10. **Old Business:** None.

11. **New Business:**

A) **Resolution** – A Resolution of the Mayor and City Council of the City of Miami Springs, Florida, Approving an Agreement for Safe-School Officer Services with the Integrated Science and Asian Culture (ISAAC) Academy; 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 An Amendment To The Banking Services Agreement With Truist (Formerly Known As BB&T Bank); Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Awarding Request For Proposals #04-20/21, “Capital Improvement And Equipment Acquisition Revenue Note,” To BCICapital, Inc., A Subsidiary Of City National Bank Of Florida; Authorizing The Negotiation Of The Revenue Note In An Amount Not To Exceed \$645,000 At A Fixed Rate Of 1.50% For Five Years For The Purchase Of Two Side Loader Single Axel Garbage/Sanitation Trucks, A Ford F150 For Parks And Recreation, And Capital Improvements To The Community Center; Providing For The Note And Other Documents To Be Approved By Subsequent Resolution; Authorizing Other Documents Required In Connection Therewith; Providing For Implementation; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Professional Services Agreement With The Corradino Group, Inc. For Development Of An Evaluation And Appraisal Report (“EAR”), Preparation Of Ear-Based Amendments To The City’s Code, And Updates To The City’s 10-Year Water Supply Facilities Work Plan In Accordance With State Law Requirements; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date

E) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs,

Florida, Approving An Interlocal Agreement With Miami-Dade County To Allow The City, Pursuant To Section 8CC-11 Of The Miami-Dade County Code Of Ordinances, To Enforce Various Provisions Of The County Code Relating To For-Hire Transportation Regulations And Issue Civil Violation Notices Relating To The Same; Providing For Authorization; And Providing For An Effective Date

F) Consideration of re-appointing Board Member Marlene Jimenez to the Code Enforcement Board

12. Other Business: None.

13. Reports & Recommendations:

A) City Attorney

B) City Manager

C) City Council

14. Adjourn



CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:
Monday, October 25, 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. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The City highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.

WATCH THE MEETING

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

CALL IN TO THE PUBLIC MEETING

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

(Alternatively, you may also dial the phone numbers below to join the meeting:
1 (646) 558 8656, 1 (301) 715 8592, 1 (312) 626 6799, 1 (669) 900 9128, 1 (253) 215 8782,
1 (346) 248 7799) **then input the Meeting ID: 863-9512-4146, followed by #.**
There is no participant ID. Press # again.

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

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

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

IN-PERSON COMMENTS: Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

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

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

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

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information before

delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

A time limit may be imposed for each speaker during public comment.
Your cooperation is appreciated in observing the time limit.

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

PUBLIC RECORDS

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

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AMERICANS WITH DISABILITIES ACT

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

LOBBYING ACTIVITIES

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities. Specifically, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk and online at: <https://www.miamisprings-fl.gov/cityclerk/lobbyist-registration-form-0>.

Have questions or need additional information?

Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, October 11, 2021 7:00 p.m.

City Hall Council Chambers, 201 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 7:00 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Jacky Bravo

Councilman Bob Best

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 (via Zoom)

Recreation Director Omar Luna (via Zoom)

Police Chief Armando Guzman

Human Resources Director Bill Collins

2. **Invocation:** Offered by Councilman Victor Vazquez
Pledge of Allegiance: Audience led the Pledge of Allegiance and Salute to the Flag.
3. **Agenda / Order of Business: None at this time.**
4. **Awards & Presentations:**

A) Miami Springs Police Department Swearing-in Ceremony for new Officer Jorge Filgueira

Police Chief Guzman introduced new Officer Jorge Filgueira and proceeded to swear him in. Officer Filgueira thanked the Chief, City Council, his family and friends.

B) Presentation of the Police Officer of the Month Award to Officer Fenicett Iribar for the month of September 2021

Police Chief Guzman introduced Sgt. Albert Vargas who proceeded to state the events that led to Officer Iribar's nomination for Officer of the Month. Officer Iribar thanked his fellow officers in his shift for the support.

C) Yard of the Month Award – October 2021 – 145 Deer Run – Oliveri-Corcino Family

Mayor Mitchell announced the Yard of the Month recipient for October, the Oliveri-Corcino family were not present to receive their award. City Clerk Erika Gonzalez advised that she will make arrangements to have the award delivered to their home.

D) Presentation by Elaine Martin requesting a City donation for the upcoming Honor Flight South Florida event

Ms. Elaine Martin requested that the City Council consider donating funds towards breakfast for the upcoming Honor Flight scheduled October 17th who will include two resident veterans Larry Williams and Carlos Garcia.

Councilman Best moved to donate \$500.00 towards the breakfast for the Honor Flight. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Best, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

5. Open Forum: The following members of the public addressed the City Council: Nestor Suarez, 550 Wren Avenue.

6. Approval of Council Minutes:

A) September 27, 2021 – Regular Meeting

Councilman Best moved to approve the minutes of September 27, 2021 Regular Meeting. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Best, 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) Recommendation by staff that Council approve an expenditure under our current 48 month Lease Agreement with Toshiba America Business Solutions, Inc., utilizing the State of Florida contract # 600-100-11-1 (attached), in an amount not to exceed \$32,000.00 which includes the City's current lease for 9 Toshiba copiers citywide (\$13,369.56 annually) and includes the maintenance and replacement of ink cartridges for our desktop printers under Toshiba's Printer Program (\$18,630.44 annually), as funds were budgeted in the FY19/20 Budgets pursuant to Section §31.11 (E)(5)(c) of the City Code

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

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

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

E) Recommendation by the Police Department that Council approve an expenditure to Axon Enterprise, Inc., as a sole source provider, in the amount of \$16,203.00, for 420 X2 Smart Cartridges, 4 and Conductive Targets, as funds were approved in the FY 20/21 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code

F) Recommendation by Golf that Council approve an expenditure to Acushnet, as a sole source provider, in an amount not to exceed \$44,400, for purchasing Titleist and Foot Joy merchandise to be re-sold in the golf pro shop as there is only one source (proof attached) for the required materials and as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code

G) Recommendation by Golf that Council waive the competitive bid process in the best interest of the City and approve an expenditure to Aeration Technology, in an amount not to exceed \$20,000, for aeration services during the summer months as there is only one source for the required service(s) and as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code *(4/5ths vote of Council is required)*

H) Recommendation by Golf that Council approve an expenditure to Hector Turf, as the sole distributor within the Southeast Florida region, in an amount not to exceed \$25,000, for parts needed to repair Toro golf equipment and for required supplies, as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code

I) Recommendation by Golf that Council waive the competitive bid process in the best interests of the City because of the installation of the free satellite tank monitors which has lowered the overall fuel costs to the city by an estimated \$15,600 in comparison to previous years and approve an expenditure to Tropic Oil, in an amount not to exceed

\$25,000, for fuel supply services at Miami Springs Golf & Country Club as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code *(4/5ths vote of Council is required)*

J) Recommendation by Golf that Council approve an expenditure to Ultimate Corporate Advertising, as a sole source provider, in an amount not to exceed \$25,000, for advertising the Miami Springs Golf and Country Club in a sports yearbook as there is only one source for the required service(s) and as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code

K) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Superior Park Systems, Inc. For The Tennis Court Resurfacing Project; Approving A Construction Agreement In An Amount Not To Exceed \$16,632.00; And Providing For An Effective Date

Mayor Mitchell pulled Item 9K for further discussion.

Councilman Best moved to approve the Consent Agenda Items A-J. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Best, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

City Manager William Alonso read Consent Agenda Item 9K. After further discussion, Councilman Best moved to approve the Consent Agenda Item 9K. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Best, 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, Establishing The City's 2022 Legislative Priorities And State Appropriation Requests; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

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

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Providing For The Fourth And Final Budget Amendment To The Fiscal Year 2020-2021 General Fund, Capital Projects Fund, And Stormwater Enterprise Fund Budgets; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

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

C) Resolution – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Providing For The First Budget Amendment To The Fiscal Year 2021-2022 General Fund, Special Revenue, And Capital Projects Fund Budgets By Re-Appropriating Reserved Fund Balances To Fund Open Encumbrances Through September 30, 2021; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

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

D) Resolution – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Settlement Agreement With Runway Partners, Llc In The Pending Litigation Styled City Of Miami Springs V. Runway Partners, LLC, Miami-Dade County Case No. 2020-019872-Ca-01; Providing For Authorization; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

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

E) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of A Vehicle From Duval Ford, LLC In An Amount Not To Exceed \$44,303 Utilizing The Terms And Conditions Of The Florida Sheriffs Association's Contract Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Implementation; And Providing For An Effective Date

Assistant City Manager Tammy Romero read the Resolution by title.

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

F) Consideration of the Board of Parks and Parkways Recommendations for nominating the Yard of the Month Awards for October, November, and December 2021

Councilman Best moved to approve the recommendation made by the Board. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Best, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

12. Other Business:

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

Councilman Best made a motion to give City Manager William Alonso a vote of confidence. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Best, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

B) Consideration by Council to cancel the November 22nd and December 27th Council Meetings due to the upcoming holidays

Councilman Best made a motion to cancel the November 22nd and December 27th Council meetings. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Best, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

C) Request by Mayor Mitchell to discuss a proposed ordinance to prevent hotels and other businesses in the City from being used for purposes other than that for which they are licensed

Mayor Mitchell requested the City Council's consensus on directing City staff to pursue any and all legal actions against any businesses that are violating their business license and failure to renew their business license. The City Council unanimously gave consensus for the Mayor's request.

D) Request by Vice Mayor Bravo to discuss a proposed ordinance for the prohibition of feeding wildlife and fowl of any kind; songbirds excluded with restrictions

Vice Mayor Bravo provided a PowerPoint visual and oral presentation. After some discussion, Vice Mayor Bravo made a motion to forward the issue to the Ecology Board so the Board can develop an awareness educational campaign on the matter and to use Social Media/Gazette to inform the residents on the campaign. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Best, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera stated that this would be her last meeting, as her maternity is set to begin shortly. She wished everyone happy holidays and hopes to be back after the new year.

B) City Manager

City Manager William Alonso advised that City Staff is working jointly with the Miami Real Estate Association on several improvements at Ragan Park, with a tentative ribbon cutting ceremony on October 25th. Assistant City Manager Tammy Romero provided a verbal list of upcoming City events which may also be found on the City's website.

C) City Council

Councilwoman Bravo stated she is looking forward for the educational awareness to go out on the feeding of wildlife. She also expressed that she came across an event happening in Doral, which would be great to have in the City, called Downtown Doral Art Walk and Artisan Market around the Circle.

Councilman Vazquez mentioned that the Girl Scouts, led by Kahnee Rodriguez, did a project last year that recognized veteran's in the City, by providing an American Flag on their lawns and this year they are suggesting a Breakfast Day with the veterans. He also stated that he continues to look forward to hearing from all the Boards before the end of the year.

Councilman Fajet expressed his gratitude towards the City Manager, City Attorney, and Police Chief for resolving the issue at Runway Inn.

Vice Mayor Best congratulated the City Manager for his continued service and vote of confidence this evening. He thanked Ms. Martin for her request for the Honor Flight coming up.

Mayor Mitchell mentioned that the Business and Economic Development Task Force had a wonderful meeting and stated that it is an amazing group of people. She stated that the City's social media presence is somewhat lacking, but looking forward to improvements in the near future. She encourages business owners to attend the meeting, which is the first Thursday of every month at 6:00 p.m.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 9:27 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 25th day of October, 2021.*

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: October 25, 2021

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

Via: William Alonso, City Manager/Finance Director

From: Armando Guzman, Chief of Police *Armando Guzman 10/14/2021*

Subject: LETF Purchase – MSPD Rental Car Program

Recommendation: Recommendation by the Police Department that Council authorize the issuance of a Purchase Order to Royal Rent-A-Car Systems of Florida, utilizing Miami-Dade County’s Bid No. 8809-0/19, Vehicle Rental Services, in the amount of \$39,341.00 for the monthly rental of four vehicles (for a 12-month period), as these funds qualify for expenditure from the Police Law Enforcement Trust Fund, as funds are in the projected FY 21/22 Budget, pursuant to Section §31.11 (C)(2) of the City Code.

Discussion/Analysis: Monthly rental of four (4) undercover/unmarked vehicles for a twelve-month period, beginning October 1, 2021 through September 30, 2022. See attached Memorandum and Resolution approving Contract No. FB-01293.

Federal Statute: Civil Asset Forfeiture reform Act, PL 106-185.

Submission Date and Time: 10/14/2021 1:01 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u>	Dept. Head: <i>Armando Guzman 10/14/21</i>	Law Enforcement Trust Funds
Prepared by: <u>Ariadna Quintana</u>	Procurement: _____	Dept./ Desc.: <u>Rentals & Leases</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Account No.: <u>650-2010-521.44-00</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Additional Funding: <u>N/A</u>
		FY20/21
		Amount previously approved: \$ <u>37,317.60</u>
		FY21/22
		Current request: \$ <u>39,341.00</u>
		Total vendor amount: \$ <u>39,341.00</u>

RESOLUTION NO. 2021-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER FOR RENTAL OF UNDERCOVER/UNMARKED POLICE VEHICLES TO ROYAL RENT-A-CAR SYSTEMS OF FLORIDA, INC. IN AN AMOUNT NOT TO EXCEED \$39,341 BY UTILIZING THE TERMS AND CONDITIONS OF MIAMI-DADE COUNTY CONTRACT NO. FB-01293 PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) Police Department is in need of renting vehicles on a monthly basis for use as undercover/unmarked police vehicles (“Services”) to protect the safety of the City’s residents and visitors and to facilitate the provision of day-to-day operations of the City’s Police Department; and

WHEREAS, the City Council desires to authorize the rental of four vehicles on a monthly basis for a twelve-month term for the City’s Police Department in an amount not to exceed \$39,341 (collectively, the “Police Vehicle Rentals”); and

WHEREAS, Miami-Dade County (the “County”) issued Invitation to Bid No. 8809-0/19 for the Services and adopted Resolution No. R-101-20 competitively awarding County Contract No. FB-01293 (the “County Contract”) to Royal Rent-A-Car Systems of Florida, Inc. (the “Vendor”) for the Services; 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, in accordance with Section 31-11(E)(5) of the City’s Code of Ordinances, the City Council seeks to authorize the City Manager to issue a purchase order to the Vendor for the Police Vehicle Rentals consistent with the terms and conditions of the County Contract; 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 pursuant to Section 31-11(E)(5) of the City Code, the City Council hereby approves the purchase of the Police Vehicle Rentals.

Section 3. Authorization. The City Council hereby authorizes the City Manager to issue a purchase order for the Police Vehicle Rentals consistent with the terms and conditions of the County Contract in an amount not to exceed \$39,341.

Section 4. Implementation. That the City Manager is authorized to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the Village Attorney as to form and legality, and to take any action that is reasonably necessary to implement the purpose of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

Vice Mayor Jacky Bravo	_____
Councilman Bob Best	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 25th day of October, 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

Contract: FB-01293, Vehicle Rental Services
 Contract Term: 04/01/2020 – 03/31/2025
 Contracting Officer: Debra Butler, 305-375-5663
 Email: Debra.Butler@miamidade.gov

A. Contract Overview:

This contract shall be utilized to obtain vehicle rental services for Miami-Dade County, as needed, on a daily, weekly, monthly, or bi-annual basis. The awarded vendors shall provide vehicle rental services to County employees who are conducting official County business. This contract is not for personal use by staff. All rental vehicles shall be the most recent model available, in new or like-new appearance, in good operating condition, complete with air bags, air conditioning, automatic transmission, power brakes, power locks, power steering, power windows, radio, radial tires, non-smoking, and have less than 35,000 miles. All rental vehicles must meet all Federal, State and Local vehicle safety standards, codes, ordinances, and/or regulations. This includes, but is not limited to the Department of Transportation (DOT), Federal Motor Vehicle Safety Standards (FMVSS), and the Society of Automotive Engineering (SAE).

B. Awarded Vendors:

Vendor	FEIN & Suffix	Address	Contact Information
Enterprise Leasing Company Of Florida, LLC Use this link to make reservations: https://elink.enterprise.com/en/20/04/miami-dade-county.html Prior to pick-up, email Purchase Order to: MDCReservationRequests@ehi.com	591664426-04	West Kendall: 12394 SW 128 th St. Miami, FL 33186 Miami South: 1100 NW 42 Ave. Miami, FL 33126 Doral West: 2118 NW 107 Ave. Doral, FL 33172 Monday – Friday 7:30am - 6:00pm Saturday - Sunday 9:00am - 1:00pm & Enterprise Roadside Assistance 1-800-307-6666 roadsideassistance@ehi.com	Primary Contact: Dana Sutton, Director Office: 954-354-5108 Cell: 954 909 8248 dana.r.sutton@ehi.com Alternate: Michael Amor 305-477-4799
Royal Rent A Car Systems Of Florida, INC	592334873-02	3650 NW South River Drive Monday – Friday 8:00am - 6:00pm Saturday 8:00am - 2:00pm Sunday – CLOSED 3900 NW 25 Street Monday - Friday 5:00am - 1:00am Saturday – Sunday 5:00am - 1:00am Royal Roadside Assistance Call Greg Serrano	Greg Serrano, Manager, 305-305-1086 (cell) 305-871-3000 (office) gserrano@royalrentacar.com Greg Serrano, Manager, Ismael Perera, President iperera@royalrentacar.com

C. Awarded Pricing:

To ensure availability, award was made to two (2) responsive and responsible bidders; who met the qualification and bid submittal requirements detailed in Section 2.3, based on the lowest fixed rental rates per vehicle classification. County staff shall first issue purchase orders to the awarded vendor with the **lowest fixed rate per required vehicle class**. If the lowest awarded vendor is unable to meet the purchase order requirements, staff may then order from the next lowest awarded vendor offering the same vehicle class required.

Vehicle Classifications:	ENTERPRISE				ROYAL			
	Daily Rate	Weekly Rate	Monthly Rate	Bi-Annual Rate	Daily Rate	Weekly Rate	Monthly Rate	Bi-Annual Rate
Economy (ECAR) Primary is Royal	\$23.00	\$161.00	\$690.00	\$4,140.00	\$20.66	\$144.62	\$619.80	\$3,718.80
Compact (CCAR) Primary is Enterprise	\$23.00	\$161.00	\$690.00	\$4,140.00	\$25.26	\$176.82	\$757.80	\$4,546.80
Intermediate (ICAR) Primary is Enterprise	\$24.00	\$168.00	\$720.00	\$4,320.00	\$25.60	\$179.20	\$768.00	\$4,608.00
Standard (SCAR) Primary is Royal	\$26.50	\$185.50	\$795.00	\$4,770.00	\$26.40	\$184.80	\$792.00	\$4,752.00
Full-Size (FCAR) Primary is Royal	\$27.00	\$189.00	\$810.00	\$4,860.00	\$26.40	\$184.80	\$792.00	\$4,752.00
Std. Convertible (STAR) Primary is Royal	\$31.00	\$217.00	\$930.00	\$5,580.00	\$27.00	\$189.00	\$810.00	\$4,860.00
Premium (PCAR) Primary is Royal	\$29.00	\$203.00	\$870.00	\$5,220.00	\$28.00	\$196.00	\$840.00	\$5,040.00
Luxury (LCAR) Primary is Enterprise	\$34.00	\$238.00	\$1,020.00	\$6,120.00	\$38.90	\$272.30	\$1,167.00	\$7,002.00
Compact SUV (CFAR) Primary is Royal	\$32.50	\$227.50	\$975.00	\$5,850.00	\$26.40	\$184.80	\$792.00	\$4,752.00
Intern. SUV (IFAR) Primary is Royal	\$32.50	\$227.50	\$975.00	\$5,850.00	\$26.40	\$184.80	\$792.00	\$4,752.00
Standard SUV (SFAR) Primary is Royal	\$33.00	\$231.00	\$990.00	\$5,940.00	\$26.40	\$184.80	\$792.00	\$4,752.00
Std. SUV 4x4 (SFBR) Primary is Royal	\$33.00	\$231.00	\$990.00	\$5,940.00	\$26.40	\$184.80	\$792.00	\$4,752.00
Full-Size SUV (FFAR) Primary is Enterprise	\$35.50	\$248.50	\$1,065.00	\$6,390.00	\$37.50	\$262.50	\$1,125.00	\$6,750.00
Full SUV 4x4 (FFBR) Primary is Enterprise	\$35.50	\$248.50	\$1,065.00	\$6,390.00	\$37.50	\$262.50	\$1,125.00	\$6,750.00
Luxury SUV (LFAR) Primary is Enterprise	\$40.00	\$280.00	\$1,200.00	\$7,200.00	\$43.50	\$304.50	\$1,305.00	\$7,830.00
Luxury Premium SUV (PLFAR) Primary is Enterprise	\$41.00	\$287.00	\$1,230.00	\$7,380.00	\$43.50	\$304.50	\$1,305.00	\$7,830.00
Std. Pick-Up (SPAR) Primary is Royal	\$30.00	\$210.00	\$900.00	\$5,400.00	\$26.40	\$184.80	\$792.00	\$4,752.00
Std. Ext. Cab P/U (SQAR) Primary is Royal	\$30.00	\$210.00	\$900.00	\$5,400.00	\$26.40	\$184.80	\$792.00	\$4,752.00
Prem. Ext. Cab Full-Size Pick-Up (PQAR) Primary is Royal	\$30.00	\$210.00	\$900.00	\$5,400.00	\$26.40	\$184.80	\$792.00	\$4,752.00
Full-Size Pick-Up (FPAR) Primary is Royal	\$30.50	\$213.50	\$915.00	\$5,490.00	\$26.40	\$184.80	\$792.00	\$4,752.00
Pass. Minivan (MVAR) Primary is Royal	\$31.00	\$217.00	\$930.00	\$5,580.00	\$26.40	\$184.80	\$792.00	\$4,752.00
12 Pass. Van (SVAR) Primary is Enterprise	\$35.00	\$245.00	\$1,050.00	\$6,300.00	\$56.00	\$392.00	\$1,680.00	\$10,080.00
15 Passenger Van (OVAR or PVAR) Primary is Enterprise	\$35.00	\$245.00	\$1,050.00	\$6,300.00	\$56.00	\$392.00	\$1,680.00	\$10,080.00

	ENTERPRISE				ROYAL			
Mini Cargo Van (MKAR) <i>Primary is Royal</i>	\$30.00	\$210.00	\$900.00	\$5,400.00	\$21.60	\$151.20	\$648.00	\$3,888.00
Cargo Van (RKAR) <i>Primary is Royal</i>	\$30.00	\$210.00	\$900.00	\$5,400.00	\$22.60	\$158.20	\$678.00	\$4,068.00
Concession Fee:	.80 per day				N/A			
Federal Excise Fee:	N/A				N/A			
Legislative Fees:	N/A				N/A			
Return Late Fee:	N/A				N/A			
Surcharge:	N/A				N/A			
Refuel Fee:	N/A + EIA Regular Grade Per Gallon Rate				\$3.00 + EIA Regular Grade Per Gallon Rate			
Child Seat:	\$9.95 per day				\$6.95 per day			
GPS:	\$9.95 per day				\$10.95 per day			
Toll Fee	\$3.95 per day/up to \$17.95 mo.+ cost of tolls incurred				\$8.99 + cost of tolls incurred			

D. Indemnification and Insurance:

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r19-1.pdf>

The insurance requirements below replace the requirements in Section 1.22 (A) (3).

A. The Bidder shall furnish to the Internal Services Department, Strategic Procurement Division, Certificate (s) of Insurance which indicate that Insurance coverage has been obtained which meets the requirements as outlined below:

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage.

All other requirements in Section 1.22 remain unchanged.

E. Contract Instructions:

End Users and Awarded Vendors must read the contract and adhere to the requirements listed within Section 3. The sections listed below explain process and requirements; all end users should become familiar with these sections prior to utilizing the contract.

- 3.3 Acceptance
- 3.4 Accident and Incident Reporting
- 3.5 Additional Insurance
- 3.6 Alternates
- 3.7 Authorization Form / Reservations
- 3.8 Availability
- 3.14 Maintenance
- 3.16 Pickup and Return
- 3.17 Rental Agreement
- 3.18 Replacements
- 3.19 Roadside Assistance
- 3.22 Tolls
- 3.23 Traffic Violations

F. Event Log:

Date	Action or Event	Officer or Associate
6.15.2020	Enterprise has created a dedicated email address & web link for easier reservations and coordinated pickups; additional pickup locations also added.	Debra Butler, PCO
3.31.2020	Roadmap and BPO created, and posted to the eProcurement Portal	Debra Butler, PCO



AGENDA MEMORANDUM

Meeting Date: October 25, 2021

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

Via: William Alonso, City Manager/Finance Director

From: *Armando Guzman 10/14/2021*
Armando Guzman, Chief of Police

Subject: Duty and Training Ammunition

Recommendation: Recommendation by the Police Department that Council approve an expenditure to Lawmen's and Shooters' Supply, Inc., utilizing Florida State Contract #46000000-21-STC in the amount of \$11,871.40, for firearms ammunition, as these funds were approved in the FY21/22 Budget pursuant to Section §31.11 (E)(5) of the City Code.

Discussion/Analysis: Purchase ammunition for mandatory firearms training and issue duty ammunition. See attached Quote # 59568 from Lawmen's and Shooters' Supply, Inc.

Submission Date and Time: 10/14/2021 12:44 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u>	Dept. Head: <i>Armando Guzman 10/14/21</i>	Dept./ Desc.: <u>Police Operating Supplies</u>
Prepared by: <u>Ariadna Quintana</u>	Procurement: _____	Account No.: <u>001-2001-521.52-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ <u>11,871.40</u>
		Total vendor amount: \$ <u>11,871.40</u>



Lawmen's & Shooters' Supply, Inc.

701 Columbia Blvd
Titusville, FL 32780
Main (321) 360-3030

State Contract Quote # 59568

Pricing valid for quantity as quoted & for 120 days after 10/5/2021	Customer 67MSGPD
Rep MS	Email MSHEPHERD@LAWMEN...
Buyer SGT ALBERT SANDOVAL	
Email ASANDOVAL@MSPD.US	
Phone 305-888-9711	Fax

Bill to

CITY OF MIAMI SPRINGS
FINANCE DEPARTMENT
201 WESTWARD DR, 1ST FL
MIAMI SPRINGS, FL 33166

Ship to

CITY OF MIAMI SPRINGS
POLICE DEPARTMENT
201 WESTWARD DR, 2ND FL
MIAMI SPRINGS, FL 33166

Agreement for Payment of Partial Shipments on File : Required to Separate P.O.'s per Vendor

Tax Exemptions on File : Terms Net 30 FOB Destination

Mfg Part #	Description	Unit Price	Qty Quoted	Total
STATE CONTRACT RA556B	FLORIDA STATE CONTRACT: 46000000-21-STC WINCHESTER: RA556B: RANGER CENTERFIRE RIFLE AMMUNITION, 5.56MM, 64 GR, BONDED SOLID BASE (1000 ROUND/CASE 50 BOXES/CASE 20 ROUNDS/BOX) 2 CASES = 2,000 ROUNDS	830.96	2	1,661.92
RA40B	WINCHESTER: RA40B: RANGER CENTERFIRE HANDGUN AMMUNITION, .40 S&W, 180 GR, JACKETED HOLLOW POINT BONDED (500 ROUND/CASE 10 BOXES/CASE 50 ROUNDS/BOX) 5 CASES = 2,500 ROUNDS	188.03	5	940.15
USA40SW	WINCHESTER: USA40SW: CENTERFIRE HANDGUN, .40 S&W, 165 GR., FULL METAL JACKET - FLAT NOSE (500 ROUND/CASE 10 BOXES/CASE 50 ROUNDS/BOX) 25 CASES = 12,500 ROUNDS	120.85	25	3,021.25
RA9B	WINCHESTER: RA9B: RANGER CENTERFIRE HANDGUN AMMUNITION, 9MM LUGER, 147 GR, BONDED JACKETED HOLLOW POINT (500 ROUND/CASE 10 BOXES/CASE 50 ROUNDS/BOX) 5 CASES = 2,500 ROUNDS	185.28	5	926.40

Thank you for your business. All returns are subject to restocking fee as charged by the manufacturer		Subtotal
Contact for Bid Department: Contact Leah Cates Ph # (305) 887-1444		Sales Tax (0.0%)
Customer's Purchasing Department: Contact Ph #		Total



Lawmen's & Shooters' Supply, Inc.

701 Columbia Blvd
Titusville, FL 32780
Main (321) 360-3030

State Contract Quote # 59568

Pricing valid for quantity as quoted & for 120 days after 10/5/2021	Customer 67MSGPD
Rep MS	Email MSHEPHERD@LAWMEN...
Buyer SGT ALBERT SANDOVAL	
Email ASANDOVAL@MSPD.US	
Phone 305-888-9711	Fax

Bill to

CITY OF MIAMI SPRINGS
FINANCE DEPARTMENT
201 WESTWARD DR, 1ST FL
MIAMI SPRINGS, FL 33166

Ship to

CITY OF MIAMI SPRINGS
POLICE DEPARTMENT
201 WESTWARD DR, 2ND FL
MIAMI SPRINGS, FL 33166

Agreement for Payment of Partial Shipments on File : Required to Separate P.O.'s per Vendor

Tax Exemptions on File : Terms Net 30 FOB Destination

Mfg Part #	Description	Unit Price	Qty Quoted	Total
USA223R1K	WINCHESTER: USA223R1K: CENTERFIRE RIFLE AMMUNITION, .223 REM, 55 GR, FULL METAL JACKET (1000 ROUNDS/CASE, 50 BOXES/CASE 20 ROUNDS/BOX) 14 CASES = 14,000 ROUNDS	380.12	14	5,321.68
SHIPPING	SHIPPING & HANDLING IS INCLUDED PER STATE CONTRACT			
RESTOCKING FEE	ALL RETURNS OR CANCELLED ORDERS ARE SUBJECT TO RESTOCKING FEE PER MFG			

Thank you for your business. All returns are subject to restocking fee as charged by the manufacturer		Subtotal	\$11,871.40
		Sales Tax (0.0%)	\$0.00
		Total	\$11,871.40

Contact for Bid Department:
Contact Leah Cates
Ph # (305) 887-1444

Customer's Purchasing Department :
Contact
Ph #



AGENDA MEMORANDUM

Meeting Date: October 25, 2021

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

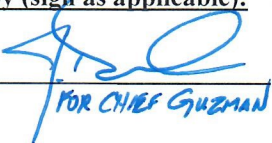
Via: William Alonso, City Manager/Finance Director

From: Armando Guzman, Chief of Police

Subject: Agreement for Safe-School Officer Services between the City of Miami Springs and Integrated Science and Asian Culture Academy

Recommendation: That the Honorable Mayor and City Council approve the City of Miami Springs entering into an Agreement for Safe-School Officer Services (attached, reviewed and approved by the City Attorney for legal sufficiency) with the Integrated Science and Asian Culture Academy (ISAAC Academy).

Discussion/Analysis: This Agreement would provide that the City of Miami Springs (the "City"), through the Miami Springs Police Department, wishes to place school-based, law enforcement officers at Integrated Science and Asian Culture Academy (ISAAC Academy) located within the City on all regular school days and on early release school days by providing one or more Extra-Duty Safe-School Officers at its school facility in order to offer a visible deterrent to crime and a safe learning environment for all students and staff. Please see attached the Resolution and the Agreement for Safe-School Officer Services.

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police</u>	Dept. Head:  FOR CHIEF GUZMAN	Dept./ Desc.: <u>N/A</u>
Prepared by: <u>Ariadna Quintana</u>	Procurement: _____	Account No.: <u>N/A</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/Funded <input type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>N/A</u>
		Current request: \$ <u>N/A</u>
		Total vendor amount: \$ <u>N/A</u>

RESOLUTION NO. 2021-__

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN AGREEMENT FOR SAFE-SCHOOL OFFICER SERVICES WITH THE INTEGRATED SCIENCE AND ASIAN CULTURE (ISAAC) ACADEMY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 1006.12, Florida Statutes, provides that “each district school board and school district superintendent shall partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district, including charters”; and

WHEREAS, the Integrated Science and Asian Culture Academy (“ISAAC Academy”) is a charter school that needs a safe-school officer present at the school on all regular school days and on early release school days; and

WHEREAS, the City of Miami Springs (the “City”) Police Department is a law enforcement agency eligible to assign an extra-duty officer as a safe-school officer at ISAAC Academy’s school facility (the “Services”); and

WHEREAS, the City’s Chief of Police recommends that the City approve the Agreement for Safe-School Officer Services with ISAAC Academy attached hereto as Exhibit “A” (the “Agreement”) for the provision of the Services to ISAAC Academy; and

WHEREAS, the City Council approves the Agreement and authorizes the City Manager to execute the Agreement on behalf of the City in substantially the form attached hereto as Exhibit “A”; 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 ISAAC Academy.

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 approval by 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	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this ____ day of October, 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

**AGREEMENT FOR SAFE-SCHOOL OFFICER SERVICES
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
INTEGRATED SCIENCE AND ASIAN CULTURE ACADEMY**

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 the **INTEGRATED SCIENCE AND ASIAN CULTURE ACADEMY** (hereinafter, the “ISAAC Academy”).

A. Scope of Services

1. The City and ISAAC Academy are partnering to comply with Section 1006.12, Florida Statutes, which requires ISAAC Academy to establish or assign one or more safe-school officers at its school facility.
2. This Agreement is for the provision of safe-school officer(s) to provide a visible deterrent to crime and a safe learning environment for students and staff at ISAAC Academy. Towards that end, the City agrees that, during the term of the Agreement, one (1) City Extra-Duty Officer shall be present at ISAAC Academy’s school from 8:00 AM to 3:30 PM on all regular school days and from 8:00 AM to 12:30 PM on early release school days. The City may, at its sole discretion, assign City Extra-Duty Officer(s) to be present at ISAAC Academy’s school on recess days, teacher planning days, legal holidays, or other times and days as requested by ISAAC Academy. Notwithstanding the foregoing, when the City Extra-Duty Officer becomes aware of an emergency affecting public safety occurring near the school, the City Extra-Duty Officer may respond to assist until such time as the emergency no longer exists or adequate City police personnel arrive on scene.
3. In the event that the City’s extra-duty job coordinator cannot assign a City Extra-Duty Officer to ISAAC Academy, the City’s extra-duty job coordinator shall contact other municipalities to coordinate an alternate Extra-Duty Officer assignment and shall notify ISAAC Academy of such occurrence. The City’s inability to obtain coverage by another law enforcement agency for an alternate Extra-Duty Officer shall not be a default under the terms of this Agreement.
4. Non-criminal violations of student conduct shall be the responsibility of ISAAC Academy school administrators.
5. The City and the assigned City Extra-Duty Officer shall abide by state and federal law and School Policies, including The Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99) (otherwise known as “FERPA”), which requires all student information be kept confidential and not disclosed to any third party. Additionally, the City and ISAAC Academy agree to act in compliance with Chapter 119 of Florida Statutes.
6. ISAAC Academy shall be responsible for providing an orientation for the City’s Extra-Duty Officers that will include information pertaining, but not limited to, ISAAC Academy

policies and procedures, lockdown and evacuation procedures, and confidentiality expectations as they relate to state and federal law.

7. The City shall ensure that any Extra-Duty Officer(s) assigned to ISAAC Academy have completed mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention.
8. The City shall be responsible for conducting use of force investigations involving the City's Extra-Duty Officer(s).
9. ISAAC Academy administrators shall be responsible for all personnel at their school site. The City's Extra-Duty Officers will endeavor to work cooperatively with ISAAC Academy administration. Notwithstanding the foregoing, City Extra-Duty Officers must remain responsive to the chain of command within the City's Police Department, and his/her primary supervisor shall be designated by the City.

B. Compensation. ISAAC Academy agrees to compensate the City for Extra-Duty Officer services in accordance with the Miami Springs Police Department Extra-Duty Employment Rate Schedule attached hereto as Exhibit "A."

C. Term. The term of this Agreement shall be from the Effective Date through the 2021-2022 School Year ending June 8, 2022, unless earlier terminated. Upon written consent of the parties, this Agreement may be renewed up to four times for a term corresponding to one school year.

D. Termination. Each party may terminate this Agreement without cause by giving five days written notice to the other party or immediately with cause.

E. 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.

F. Indemnification.

1. The parties agree that they will not indemnify each other or have a duty to defend from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from the performance or nonperformance of this Agreement. Instead, each party to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own officers, agents and employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, as applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages arising from the performance or nonperformance of this Agreement.
2. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter

arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

3. The provisions of this section shall survive termination of this Agreement.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS]**

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

ISAAC ACADEMY

By: _____
William Alonso, CPA, CGFO
City Manager

Attest:

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)

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:

_____ (telephone)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
City of Miami Springs City 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
Miami Springs Police Department
Extra-Duty Employment Rate Schedule



City of Miami Springs
Miami Springs Police Department

Miami Springs Police Department
Extra-Duty Employment

Rates: All Details Officer \$50.00 per hour
 Supervisor \$56.00 per hour

3 hour minimum on all details

Payment: Net within 10 days, as specified on invoice

Cancellation: Cancellations must be made no less than eight (8) hours prior to the scheduled starting time of the detail. If a job is cancelled less than eight (8) hours prior to the start of the detail, the employer will be charged a three (3) hour minimum for the officer who was scheduled to work. To cancel a detail Monday thru Friday, 8:00 am – 4:00 pm, contact the Community Policing Office. After those hours, contact the Miami Springs Dispatch Center at 305-888-9711. Please record the name of the person notified and the time you called.

Contact: **Community Policing Office**

Officer Jorge D. Capote
Office: 305-888-5286
Cell: 305-216-2324

Officer Janice B. Simon
Office: 305-888-5286
Cell: 305-733-5138

Captain Jimmy E. Deal
Office: 305-888-5286

We use our City's Extra-duty vouchers for payment. A job Supervisor is required to sign, and we will e-mail / fax the invoice to the office. A W-9 will be included for the Officer(s) who work the detail

MIAMI SPRINGS POLICE DEPARTMENT - COMMUNITY POLICING OFFICE
274 WESTWARD DRIVE - MIAMI SPRINGS - FLORIDA 33166
PHONE: 305-888-5286 FAX: 305-805-5155

Ver. 08-12-2019



AGENDA MEMORANDUM

Meeting Date: 10/25/2021

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: Approval of (1) Year Contract Extension with Truist (formerly known as BB&T Bank), as the City's financial institution.

RECOMMENDATION: Recommendation by Finance-Professional Services Department that Council waive the competitive bid process in the best interest of the City and approve a (1) year extension of our existing Agreement with Truist (formerly known as BB&T Bank), for Banking Services as the City's financial institution, as funds were budgeted in the FY21/22 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code.

DISCUSSION: The City initially advertised Request for Proposal #05-15/16 on June 3, 2016, for Banking Services, in which Staff recommended award to BB&T as this has been the City's financial institution for the last ten years and were ultimately considered the lowest responsive and responsible proposer. The Contract with BB&T was initially in effect from October 1, 2016 through September 30, 2021.

On August 12, 2021 the City issued and advertised RFP. No.: 03-20/21 to obtain new proposals for Banking Services and in response to the RFP, the City received one proposal that was deemed unresponsive because the proposer's bank was located over three miles outside the City's territorial boundaries, and as a result, the City cancelled the RFP.

Staff and Truist (formerly known as BB&T Bank) have proposed to extend their current Agreement for Banking Services, as it is in the best interest of the City, as utilizing a competitive sealed bidding process is not practicable and request Council to approve the extension of the Agreement with Truist for an additional one year term beginning retroactively on October 1, 2021, and concluding September 30, 2022, and amend certain terms of the Agreement as set forth in the amendment dated October 7, 2021, attached hereto as Exhibit "A".

Submission Date and Time: 10/20/2021 12:05 PM

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

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN AMENDMENT TO THE BANKING SERVICES AGREEMENT WITH TRUIST (FORMERLY KNOWN AS BB&T BANK); PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) entered into a banking services agreement (the “Agreement”) with BB&T Bank (now known as Truist) (the “Bank”) pursuant to RFP No. 05-15/16 for banking services; and

WHEREAS, on August 12, 2021, the City issued and advertised RFP No. 03-20/21 (the “RFP”) to obtain new proposals for banking services; and

WHEREAS, in response to the RFP, the City received one proposal that was deemed unresponsive because the proposer’s bank was located over three miles outside the City’s territorial boundaries, and as a result, the City cancelled the RFP; and

WHEREAS, the City and the Bank have proposed to extend the Agreement for an additional one year term beginning retroactively on October 1, 2021, and concluding September 30, 2022, and amend certain terms of the Agreement as set forth in the amendment dated October 7, 2021, attached hereto as Exhibit “A” (the “Amendment”); and

WHEREAS, the City Manager recommends approval of the Amendment and recommends that the City Council waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the Consultant to perform the Services as being in the best interest of the City as utilizing a competitive sealed bidding process is not practicable; and

WHEREAS, pursuant to the recommendation of the City Manager, the City Council wishes to approve the Amendment with the Bank and waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code; and

WHEREAS, the City Council wishes to approve the Amendment and authorize the City Manager to execute the Amendment in substantially the form attached hereto as

Exhibit "A"; 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 Amendment with the Bank.

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

Section 4. Authorization. That the City Council hereby authorizes the City Manager to execute the Amendment in substantially the form attached hereto as Exhibit "A," subject to the City Attorney's approval as to form, content, and legal sufficiency.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

Vice Mayor Jacky Bravo	_____
Councilman Bob Best	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 25th day of October, 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



BB&T now Truist
515 E Las Olas, 7th Floor
Fort Lauderdale, FL 33301

October 7, 2021

William Alonso CPA, CGFO
City Manager
City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166

Dear Mr. Alonso:

Thank you for the opportunity to extend the banking relationship between the City of Miami Springs and BB&T, now Truist. At this time, Truist is pleased to confirm our willingness to exercise the next one year extension option contained in the original Request for Banking Services Proposal #05-15/16. This extension period would take effect October 1, 2021 with an expiration date of September 30, 2022. No other changes to the existing Banking Agreement are being made at this time except as noted below:

The deposit rates will be managed rates based on market conditions and not indexed to any published rates. Managed rates are non-time bound commitments, meaning that BB&T, now Truist, may adjust rates at any time based on market conditions. Currently the managed rate for earnings credits will be 25 basis points (0.25%) to help offset service charges on the accounts. The interest rate for any interest-bearing accounts would be 1 basis point (0.01%). Fees for services not listed on this acknowledgement shall be interpreted to be charged at the Bank's standard rate, subject to change at any time without prior notification. The overall discount during the extension period for service fees is remaining at 45%. Please sign below to confirm the City's acceptance of the extension and acknowledgement of the revised service pricing and discounts. We look forward to continuing to work with you and your team for many years to come.

Sincerely,

Nanci Campbell

Nanci Campbell

Senior Vice President
Nanci.campbell@truist .com
954-233-0459

William Alonso CPA, CGFO
City Manager



AGENDA MEMORANDUM

Meeting Date: 10/25/2021

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

Via: William Alonso, City Manager/Fin. Director

From: Zuzell E. Murguido, Procurement Specialist

Subject: Capital Improvement and Equipment Acquisition Revenue Note

RECOMMENDATION: Recommendation by Finance- Professional Services that Council award City RFP #04-20/21 for Capital Improvement and Equipment Acquisition Revenue Note to BciCapital, Inc., the lowest responsive-responsible bidder and authorize the execution of a Capital Improvement and Equipment Acquisition Revenue Note, in the amount not to exceed \$645,000.00 at a fixed rate of 1.50%, for a five (5) year loan for infrastructure improvements to the City's Parks and Recreation facilities (Approximately \$80,000), acquisition of two new sanitation trucks (Approximately \$540,000), and acquisition of a vehicle for the City's Parks and Recreation Department (Approximately \$25,000) which were budgeted in the FY20-21 budget, pursuant to Section §31.11 (E)(1) of the City Code.

DISCUSSION: On September 20th, 2021 the city advertised a Request for Proposal (RFP) for a five (5) year Capital Improvement and Equipment Acquisition Revenue Note. Forty-three (120) banks/financial institutions were provided the RFP document in which they could respond to funding a five (5) year fixed rate note. The City received three (3) responses (attached) from the following: BB&T, BciCapital, Inc., and SouthState Bank.

<u>Bank</u>	<u>Interest rate</u>	<u>Counsel Fees</u>	<u>Prepayment Penalties</u>	<u>Total Interest plus Fees (5 Years Term)</u>
BciCapital, Inc	1.50%	None	None	\$25,698
BB&T	1.32%	\$7,500.00	None	\$27,582
SouthState Bank	1.61%	\$8,000.00	None	\$35,606

In reviewing the three (3) responses received, some key points that were considered were interest rate, bank counsel fees, and if there were pre-payment penalties. BB&T had the lowest fixed interest rate at 1.32% for a five (5) year note and did not have a prepayment penalty, but did have Counsel Fees in the amount of \$7,500.00, which over the five (5) year term for interest plus fees would total \$27,582. BciCapital, Inc., had the median fixed interest rate at 1.50% for a five (5) year note and did not have a prepayment penalty, with no Counsel Fees, which over the five (5) year term for interest plus fees would total \$25,698. Lastly, SouthState Bank at the highest fixed interest rate at 1.61% for a five (5) year note and did not have a prepayment penalty, but did have Counsel fees in the amount of \$8,000.00, which over the five (5) year term for interest plus fees would total \$35,606.

After careful review, City Staff determined it was in the best interest to award this RFP to BciCapital, Inc., with an interest rate at 1.50%, with no prepayment penalties or Counsel Fees to be incurred by the City, with the lowest total interest rate plus fees to be paid during the five (5) year term of the loan totaling \$25,698.

FISCAL IMPACT: The annual debt service for the five (5) year note will be approx. \$134,140 annually and is budgeted in the FY20-21 General Fund budget.

RESOLUTION NO. 2021 – _____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AWARDED REQUEST FOR PROPOSALS #04-20/21, "CAPITAL IMPROVEMENT AND EQUIPMENT ACQUISITION REVENUE NOTE," TO BCICAPITAL, INC., A SUBSIDIARY OF CITY NATIONAL BANK OF FLORIDA; AUTHORIZING THE NEGOTIATION OF THE REVENUE NOTE IN AN AMOUNT NOT TO EXCEED \$645,000 AT A FIXED RATE OF 1.50% FOR FIVE YEARS FOR THE PURCHASE OF TWO SIDE LOADER SINGLE AXEL GARBAGE/SANITATION TRUCKS, A FORD F150 FOR PARKS AND RECREATION, AND CAPITAL IMPROVEMENTS TO THE COMMUNITY CENTER; PROVIDING FOR THE NOTE AND OTHER DOCUMENTS TO BE APPROVED BY SUBSEQUENT RESOLUTION; AUTHORIZING OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs, Florida (the "City") issued and advertised Request for Proposals No. 04-20/21, "Capital Improvement and Equipment Acquisition Revenue Note" (the "RFP") to obtain proposals for financing of certain needed improvements and equipment for Parks and Recreation and Public Works (collectively, the "Improvements"); and

WHEREAS, forty-three banks and financial institutions were provided a copy of this RFP, and three proposals were received by the RFP deadline; and

WHEREAS, upon review of the proposals received, staff determined BciCapital, Inc., a subsidiary of City National Bank of Florida ("BciCapital") was the lowest most responsive and responsible bidder; and

WHEREAS, the City Manager recommends that the City award the RFP to BciCapital and allow for the purchase of a note based upon the proposal for a term of five years at a fixed interest rate of 1.5% per annum (the "Proposal") and authorize the City Manager to negotiate such other documentation as may be necessary to accomplish the desired financing; and

WHEREAS, based on the need to issue the note upon the most favorable market conditions, the City Council has determined that it is necessary and advisable and in the best interest of the City and its citizens to accept the Proposal from the Bank to purchase the note through a negotiated private placement; and

WHEREAS, the City Council finds that this Resolution and the financing contemplated hereby is in the best interest and welfare of the citizens of the City.

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

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

Section 2. Award. That, upon the recommendation of the City Manager, the RFP is hereby awarded to BciCapital. This award, in and of itself, does not vest BciCapital with any rights, absent entering into an agreement with the City.

Section 3. Authorization; Subsequent Resolution. That, the City Manager is authorized to negotiate, the Capital Improvement and Equipment Acquisition Revenue Note (the "Note"), and the other financing documents and certificates in connection with the financing (the "Financing Documents"), which such forms, terms and provisions are subject to approval by the City Attorney as to form, content, and legal sufficiency, which such terms of the Note shall be approved by subsequent resolution of the City Council.

Section 4. Implementation. That, the City Council hereby authorizes the City Manager to take any action which is reasonably necessary to implement the purpose of this Resolution, including the acquisition and financing of the Improvements.

Section 5. Effective Date. That this Resolution shall become effective immediately upon adoption.

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

Vice Mayor Jacky Bravo	_____
Councilman Bob Best	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 25th day of October, 2021.

ATTEST:

MARIA PUENTE MITCHELL
MAYOR

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

October 6, 2021

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

Dear Sir or Madam:

We are pleased to provide the following tax-exempt financing proposal for the City of Miami Springs for RFP 04-20/21. As a leading provider of solutions to the Municipal Financing Industry, BciCapital and its parent company, City National Bank of Florida are well positioned to provide financing options to meet your unique needs. Please note, this is a proposal only and not a commitment to finance.

Lender:	BciCapital, Inc., a subsidiary of City National Bank of Florida ("City National")
Borrower:	City of Miami Springs ("City")
Type of Facility / Purpose:	Fully Amortizing, Tax-exempt Bank Loan for the financing of new equipment and Capital Improvements as provided for by the City
Amount Financed:	\$645,00.00
Financing Terms:	5 Years
Current Interest Rate:	1.50%
Quarterly Payments (arrears):	\$33,535.00, first payment due 3 months after funding
Rate Index:	The above Rate and subsequent payments are <u>fixed</u> , provided this transaction closes/funds on or before the Closing Date indicated below.
Closing:	This transaction shall be funded on or before November 30, 2021
Escrow Funding:	At the request of the City, the Lender may in its sole discretion, provide escrow funding in connection with the acquisition of the equipment prior to such items having been delivered to and accepted by Borrower. There is no cost for this service.
Closing Fees/Legal Fees:	None charged by the Lender.
Documentation:	Closing documents shall be provided by Borrower's counsel and shall be acceptable to all parties. Closing documents shall contain standard covenant to budget and appropriate language and a pledge of non ad-valorem revenues as provided for by Florida statutes. Issuer's counsel shall provide tax and enforceability opinions in a form satisfactory to the Lender. All documents shall be governed by the laws of the State of Florida.

Prepayment: Borrower shall have the option to prepay the lease in full without penalty after the first year.


Tax Status: This proposal and the Interest Rates set forth herein assume that interest earned by the Lender on the Equipment Financing will be excluded from Lender's gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, and is not a specific preference item for purposes of the federal corporate alternative minimum tax.

Taxes / Insurance: Any/all taxes, insurance, maintenance or other costs incurred by the Borrower are the responsibility of the Borrower. Borrower shall provide insurance coverages as requested by Lender.

Indicative Terms Only: This proposal is for discussion purposes only. It does not set forth the complete terms or conditions of any transaction and does not constitute an obligation or commitment by City National to make any Financing or to provide any other financial accommodation. Any Financing or other credit extension by City National is subject, without limitation to final credit and legal review and approval by City National.

No Tax or Accounting Advice: City National does not provide any advice regarding the tax or accounting aspects of any financing and shall make no representations or warranties in that regard. Borrower is advised to seek advice as to the tax or accounting aspects of any financing transaction from Borrower's own accountant, lawyer or tax expert. The information provided in this proposal is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934. This proposal is for discussion purposes only in anticipation of engaging in a commercial, arm's length transaction in which City National would be acting solely as a principal and not as a municipal advisor, financial advisor or fiduciary to you or any other person or entity. City National will not have any duties or liability to any person or entity in connection with the information being provided herein. You should consult with your own legal, accounting, tax, financial and other advisors, as applicable, to the extent you deem appropriate.

Thank you for this opportunity to serve you in connection with this prospective transaction. I look forward to working with you as we proceed toward finalizing terms, credit review and documentation, it being understood however, that neither party shall be obligated to proceed with any transaction unless mutually agreeable definitive documents are agreed on and executed. We appreciate the opportunity to work with you and look forward to hearing from you with regard to this proposal. If you have any questions, please do not to hesitate to call me at **(407) 462-9054** or gene.rogero@bcicmg.com

Sincerely,

Gene Rogero
Vice President

ACCEPTED: City of Miami Springs

BY: _____
NAME / TITLE: _____
DATE: _____



AGENDA MEMORANDUM

Meeting Date: 10/11/2021

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

Via: William Alonso, City Manager/Finance Director

From: Chris Heid, Planner

Subject: Preparation & Completion of the City of Miami Springs Evaluation and Appraisal Report by The Corradino Group

RECOMMENDATION: Recommendation by the Planning Department for Council to waive the competitive bid process as it is not practicable due to Corradino Group's previous experience, in an amount not to exceed \$28,670, for the preparation and completion of the City of Miami Springs Evaluation and Appraisal Report, as funds were budgeted in the FY21/22 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code.

DISCUSSION: Section 163.3191, Florida Statutes, requires all local governments to assess the progress in implementing their comprehensive plans every seven years. Aside from the amount of work involved in this long-term project, an advantage to engaging the services of a consulting firm such as The Corradino Group is the preference for having an outside entity, as opposed to a city employee, objectively examine the extent to which the City has achieved the goals and objectives established in the Comprehensive Plan.

The Corradino Group was chosen because they are large enough to provide all of our needs without being so large that might cause communication issues. Further, they are located in Doral, so that interaction and response time would be rapid. Finally, our past experience with the firm has been quite positive with projects such as the City-Wide Bicycle and Pedestrian Mobility Study and Master Plan and the 20 -Year Water Supply Facilities Work Plan Update and Associated Amendments to The City's Comprehensive Plan.

In addition, the Corradino Group has done Comprehensive Plan and EAR work for Virginia Gardens, Ft. Lauderdale, Miami Shores, Palmetto Bay, North Miami Beach, Homestead, Cutler Bay, and Hallandale Beach.

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
<p>Department: <u>Planning</u></p> <p>Prepared by: <u>Chris Heid</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p>Dept./ Desc.: _____</p> <p>Account No.: _____</p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ _____</p> <p>Current request: \$28,670 _____</p> <p>Total vendor amount: \$28,670 _____</p>

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE CORRADINO GROUP, INC. FOR DEVELOPMENT OF AN EVALUATION AND APPRAISAL REPORT (“EAR”), PREPARATION OF EAR-BASED AMENDMENTS TO THE CITY’S CODE, AND UPDATES TO THE CITY’S 10-YEAR WATER SUPPLY FACILITIES WORK PLAN IN ACCORDANCE WITH STATE LAW REQUIREMENTS; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3191, Florida Statutes, requires the City of Miami Springs (the “City”) to evaluate its Comprehensive Plan at least once every seven years to determine if plan amendments are necessary to reflect changes in state requirements since the last update of the Comprehensive Plan, and to notify the Department of Economic Opportunity as to its determination; and

WHEREAS, The Corradino Group, Inc. (the “Consultant”) has provided a proposal to perform the City’s Evaluation and Appraisal Report, prepare EAR-based amendments to the City’s Code, and update the City’s 10-Year Water Supply Facilities Work Plan (the “Services”); and

WHEREAS, the City Manager has negotiated the agreement attached hereto as Exhibit “A” (the “Agreement”) with the Consultant for the Services at compensation which is fair, competitive, and reasonable; and

WHEREAS, the City Manager recommends approval of the Agreement and recommends that the City Council waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the Consultant to perform the Services as being in the best interest of the City because (1) utilizing a competitive sealed bidding process is not practicable and (2) due to the City’s previous engagement of the Consultant for the development of the Citywide Bicycle and Pedestrian Mobility Study and Master Plan, the Consultant is familiar with the City and its needs in the performance of the Services; and

WHEREAS, pursuant to the recommendation of the City Manager, the City Council wishes to approve the Agreement with the Consultant and waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code; and

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

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. That the City Council hereby approves the Agreement with the Consultant for the Services.

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

Section 4. 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 approval by the City Attorney as to form, content, and legal sufficiency.

Section 5. Effective Date. That this Resolution shall take effect 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 Jacky Bravo	_____
Councilman Bob Best	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 25th day of October, 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

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF MIAMI SPRINGS
AND
THE CORRADINO GROUP, INC.**

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CITY OF MIAMI SPRINGS

AND

THE CORRADINO GROUP, INC.

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2021 (the “Effective Date”), by and between **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”) and **THE CORRADINO GROUP, INC.**, a Kentucky for-profit corporation authorized to do business in Florida (hereinafter, the “Consultant”).

WHEREAS, pursuant to State law, the City is required to conduct an Evaluation and Appraisal Report (“EAR”), prepare EAR-based amendments to the City’s Code, and update the City’s 10-Year Water Supply Facilities Work Plan; and

WHEREAS, the Consultant is willing and able to perform the services needed by and on behalf of the City, all as further set forth in the Proposal, attached hereto as Exhibit “A” (the “Services”) and

WHEREAS, the City and Consultant, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the City desires to engage the Consultant 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 Consultant agree as follows:

1. Scope of Services.

1.1. Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit “A” and incorporated herein by reference (the “Services”).

1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”) to the City.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through eight months thereafter, unless earlier terminated in accordance with Paragraph 8.

2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the City Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A." Consultant shall be compensated a flat rate, lump sum fee in the amount of \$28,670.

3.2. Consultant shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.

4. Subconsultants.

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the City Manager, which approval may be granted or withheld in the City Manager's sole and absolute discretion.

5. City's Responsibilities.

5.1. City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, City shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to City requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the City.

8. Termination.

8.1. The City Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

8.2. 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.

8.3. 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 8.4.

8.4. 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.

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers naming the City as additional insured. Any insurance

maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Consultant must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

<https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf>.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

<https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm>.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the City shall select this box: .

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing

Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. 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.

11.2. 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.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

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

12.3. The provisions of this section shall survive termination of this Agreement.

13. 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.

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

15. Entire Agreement/Modification/Amendment.

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

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

16. Ownership and Access to Records and Audits.

- 16.1.** Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the City. Consultant shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 16.2.** Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- 16.3.** Upon request from the City’s custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- 16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7.** Consultant’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

16.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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.

- 17. Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.
- 18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- 19. Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 20. Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
- 21. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 22. Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 23. Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working

solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

- 24. Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 25. 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.
- 26. 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.
- 27. Non-Exclusive Agreement.** The City reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.
- 28. Termination Due To Lack of Funding.** This Agreement is subject to the condition precedents that: (i) City funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the City secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the City Commission relative to the Services; and (iii) the City Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The City represents to Consultant that the City has adopted a resolution authorizing execution of this Agreement, if required by applicable law.
- 29. Background Checks.** Prior to the execution of this Agreement, the Consultant shall furnish the City with a copy of a screening and background check, including a criminal background check for Consultant, its officials, agents, employees or subcontractors providing Services under this Agreement. The Consultant shall be responsible for updating the City in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Consultant shall furnish the City with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the City Manager's complete and sole discretion as to whether the type of check

and the results are acceptable. If compliance with this section is required, the City shall select this box: .

30. 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:

30.1. First Priority: Base Agreement;

30.2. Second Priority: Exhibit A – Proposal.

[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

THE CORRADINO GROUP, INC.

By: _____
William Alonso, CPA, CGFO
City Manager

By: _____
Joseph M. Corradino
President

Attest:

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:

The Corradino Group, Inc.
Mr. Joseph M. Corradino
4055 NW 97th Avenue
Miami, FL 33178
_____(telephone)
_____(email)

With a copy to:

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

With additional copies to:

The Corradino Group, Inc.
Mr. Joseph M. Corradino, Registered Agent
4055 NW 97th Avenue
Miami, FL 33178
_____(telephone)
_____(email)

The Corradino Group, Inc.
Fred P'Pool
4055 NW 97th Avenue, Suite 200
Doral, Florida 33378
_____(telephone)
_____(email)

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 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: _____

Witness #2 Print Name: _____

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

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal dated August 19, 2021, attached hereto and incorporated herein by reference.

City of Miami Springs Evaluation and Appraisal Report (EAR) **Scope of Services**

The City of Miami Springs' Comprehensive Plan was first adopted in 2012, with several amendments since 2012. Per the Evaluation and Appraisal Report Notification Schedule, the City of Miami Springs, by August 1, 2016, was required to make a determination as to the need to amend the Comprehensive Plan to reflect changes in State growth management requirements since the last time the Comprehensive Plan was fully updated. A review of the 2017 EAR notification letter, from the previous required review cycle, stated that it was determined at that time changes were needed.

This is a proposal to perform the review of previous amendments and consolidation, the 2021 Evaluation and Appraisal Report (EAR) and the EAR based amendments for the City of Miami Springs. The State of Florida requires each city to produce an Evaluation and Appraisal Report (EAR) every seven years from the date of the last completed submission and EAR based amendments.

Based on any previously adopted amendments, the effort to review and analyze the complete plan (2012 version and all the changes made since) will entail the review of all documents and ordinances. To expedite and to avoid redundancy, the scope will include the consolidation of these amendments into one complete and fully updated version, incorporating each of the elements that have been amended over time. Additionally, Corradino will prepare the Evaluation and Appraisal Report (EAR) to review the consolidated elements and compare the changes in State legislation since 2012 and evaluation of those changes regarding the current version of the City's plan (consolidated version).

Based on the evaluation, it was previously determined that changes are needed to comply with State requirements and legislative changes. Corradino will prepare these legislative changes in a matrix format that will be easy to read and will include references to the appropriate elements that were reviewed for each of the State Statutes from 2012 to 2021.

A letter will be sent to the State Department of Economic Opportunity (DEO) summarizing the findings of the evaluation. Based on the date of a Notice to Proceed, the review will be completed and the letter will be prepared, within several weeks. Corradino will prepare a resolution and staff report for the EAR, in the appropriate format, and present the findings of the review at one public hearing. The schedule for attendance at public hearing will be determined by the City.

EAR Based Amendments addressing changes in State Statutes will also be provided, within project timeline after completion of the EAR's assessment. Corradino will present those findings for adoption at two public hearings. The EAR Amendments will include items adopted and required under state statutes as of July 1, 2021, including the Property Rights Element amendments, among others. As part of the updates, Corradino will include the City's amendments to the gateway area, 1 change in land use for a property previously adopted, and any necessary items for Peril of Flood considerations.

Water Supply Plan Update

As part of the review in preparation of this scope, it was discovered that the City of Miami Springs is not in compliance with the 10-year Water Supply Facilities Work Plan Update consistent with Florida Statutes. Chapter 163, Part II, F.S., which requires local governments to prepare and adopt Water

Supply Work Plans into their comprehensive plans within 18 months after the water management district approves a regional water supply plan or its update; the South Florida Water Management District last updated their plan in November 2018. As part of the general update, Corradino will coordinate with the City, Miami-Dade County WASD, Florida Department of Economic Opportunity and the South Florida Water Management District in order write and secure the necessary approvals for the City of Miami Spring’s state-mandated Water Supply Plan Update.

Project Schedule and Cost Estimate

Consolidation, EAR, and EAR Based Amendments as described above will be performed and will not exceed the cost estimate provided. The schedule will not exceed eight (8) months total, inclusive of DEO review.

Compensation

EAR Review and EAR Based Amendments	\$19,500
Property Rights Element	\$ 1,170
Water Supply Plan	\$ 8,000

Total Cost: \$28,670

Please feel free to contact me should you have any comments, questions, or concerns.

Sincerely,

Joseph M. Corradino, AICP
 President
 The Corradino Group

The Corradino Group appreciates the opportunity to submit this proposal to the City of Miami Springs.

Agreed to by: _____
 City of Miami Springs Representative

Date: _____

Note: Signature by the City of Miami Springs signifies a notice of intent to proceed under the terms noted above. A facsimile signature shall have the same legally binding effect as an original signature.



AGENDA MEMORANDUM

Meeting Date: October 25, 2021

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

Via: William Alonso, City Manager/Finance Director

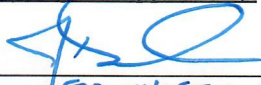
From: Armando Guzman, Chief of Police

Subject: Interlocal Agreement between the City of Miami Springs and Miami-Dade County

Recommendation: Recommendation by the Police Department that the Honorable Mayor and City Council approve the Interlocal Agreement between the City of Miami Springs and Miami-Dade County (Attached, reviewed and approved by the City Attorney for legal sufficiency).

Discussion/Analysis: This agreement would provide that this is a mutually satisfactory Interlocal Agreement outlining the rights and responsibilities of enforcement and related hearing process; to allow the City, pursuant to Section 8CC of the County Code of Ordinances, to enforce various provisions of the County Code relating to For-Hire Transportation Regulations; providing for authorization; and providing for an effective date.

Submission Date and Time: 10/20/2021 11:07 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u>	Dept. Head:  <i>FOR CHIEF GUZMAN</i>	Dept./ Desc.: _____
Prepared by: <u>Ariadna Quintana</u>	Procurement: _____	Account No.: <u>N/A</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/Funded <input type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>N/A</u>
		Current request: \$ <u>N/A</u>
		Total vendor amount: \$ <u>N/A</u>

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TO ALLOW THE CITY, PURSUANT TO SECTION 8CC-11 OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES, TO ENFORCE VARIOUS PROVISIONS OF THE COUNTY CODE RELATING TO FOR-HIRE TRANSPORTATION REGULATIONS AND ISSUE CIVIL VIOLATION NOTICES RELATING TO THE SAME; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as a municipal corporation within Miami-Dade County, Florida (the “County”), the City of Miami Springs (the “City”) is entitled to enforce certain provisions of the County Code of Ordinances (the “County Code”) by entering into an interlocal agreement with the County pursuant to Section 8CC-11 of the County Code; and

WHEREAS, the City desires to exercise the authority to issue civil violation notices for violations of various provisions relating to for-hire transportation regulations through Chapter 8CC of the County Code and otherwise enforce the various provisions of the County Code as they may be amended from time to time, as set forth in greater detail in the Interlocal Agreement attached hereto as Exhibit “A”; and

WHEREAS, the City desires to enter into the Interlocal Agreement (the “Agreement”) with the County in substantially the form attached hereto as Exhibit “A”; and

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

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

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

Section 3. Authorization. The City Council hereby authorizes the City Manager to execute the Agreement, in substantially the form attached hereto as Exhibit “A,” and

any subsequent amendments or related documents necessary to implement the Agreement, subject to the approval of the City Attorney as to form, content, and legal sufficiency.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

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

Vice Mayor Jacky Bravo	_____
Councilman Bob Best	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 25th day of October, 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

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into this _____ day of _____ 2021 by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as the “County”), and City of Miami Springs, a municipality within Miami-Dade County, Florida (hereinafter referred to as the “City”);

WITNESSETH

WHEREAS, by Ordinance Number 94-38, Miami-Dade County extended to all municipalities within Miami-Dade County recourse to the civil violation enforcement process contained within Section 8CC of the Code of Miami-Dade County, Florida; and

WHEREAS, that ordinance requires as a condition precedent to allowing such access that the City and the County enter into a mutually satisfactory interlocal agreement outlining, among other things, their relative rights and responsibilities in connection with such enforcement and related hearing process; and

WHEREAS, the City and the County wish to participate in this process subject to the terms and conditions of this Interlocal Agreement more particularly set forth below;

NOW THEREFORE the parties hereto agree as follows:

I. CITY AND COUNTY RESPONSIBILITIES

1. The City shall enforce the applicable provisions of the Code of Miami-Dade County set forth in Exhibit A by operation of this Interlocal Agreement.

2. Attached hereto as Exhibit B is a true and correct list of all individuals authorized to perform the enforcement functions contemplated by this Agreement (hereinafter referred to as the "Police Officer"). The title and job description for each such individual is also set forth in Exhibit B. The City shall be responsible for maintaining Exhibit B current at all times by communicating to the County any and all updates, additions and subtractions from each list. The City represents and warrants to the County that the individuals described in Exhibit B are, where required, properly licensed and qualified to perform the enforcement services contemplated hereunder, and that they are to perform these services.

The County reserves the right to set minimum education, training, and background check requirements to be met by Police Officer.

3. The City, through its Police Officers, shall be authorized and required to perform within the City any and all functions of the Police Officer set forth in Section 8CC of the Code of Miami-Dade County, a copy of which is attached hereto as Exhibit C and incorporated herein by this reference, as the same may be amended from time to time, including but not limited to issuing civil violation notices, serving, posting and otherwise notifying the alleged violator, and appearing and testifying at any and all administrative and other hearings related to an appeal of the violation.

4. The City shall maintain any and all records of violation and notice, and all required documentation required to uphold the findings of the Police Officer, including but not limited to reports, photographs, and other substantial competent evidence to be utilized at any administrative or other hearing challenging the actions of the Police Officers. Such records and other documentation shall be compiled and maintained so that such records may be quickly referred to in connection with any such hearing.

5. The City shall provide such clerical and administrative personnel as may be required for the performance of any of the functions of the City as set forth in this Interlocal Agreement.

6. The City shall defend its own citations in any and all administrative hearings relating to those citations, and in any and all actions in court relating to such citations, including all appeals of administrative hearings, and shall provide its own counsel, at City's cost, to represent the City in all proceedings. The City shall be responsible for paying for any and all costs of transcription which it incurs, in connection with any and all such hearings.

7. The County shall provide hearing officers, hearing rooms, and such other clerical and administrative personnel as may be reasonably required by each hearing officer for the proper performance of his or her duties.

8. Attached hereto as Exhibit D is Administrative Order 2-5 of Metropolitan Dade County (the "Order"). The City agrees to be bound to the full extent as required of a Department in the Order, except it shall only be authorized to enforce those provisions of the Code set forth in Section 1 of this Interlocal Agreement. The reference to the

County Attorney contained in Section 6 of the Department's Responsibilities shall be understood to refer to the City Attorney for purposes of this Interlocal Agreement.

9. After deduction of actual administrative costs and expenses, as defined in the Order, the County Clerk, with the concurrence of the Miami-Dade County Office of Management and Budget, shall annually return to the City, the remainders of retained original fines, in the same fashion as these fines are returned to a non-general fund issuing department of the County.

10. The County shall be entitled to audit any and all records of the City maintained in connection with this Interlocal Agreement.

11. Either party may terminate this Agreement in the event that the other party commits a material breach.

12. This Interlocal Agreement shall be in effect for a period of one year following its date of execution and shall be automatically renewed for two successive periods of one year each, unless 60 days prior to its term, or extended term, either party signifies to the other its intent not to renew this agreement. This agreement shall not be extended beyond the term of three years.

13. Subject to the limitations contained in Section 768.28 of the Florida Statutes, the City shall indemnify and save the County harmless from and against any and all liability, actions and causes of action relating to the municipality's enforcement of the provisions of Chapter 8CC.

14. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their duly authorized officers and the corporate seals the day and year first above written.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Assistant County Attorney

MIAMI-DADE COUNTY, a
political subdivision of the
State of Florida

By: _____
Daniella Levine Cava
County Mayor

ATTEST:

Harvey Ruvlin, Clerk

By: _____
As Deputy Clerk

City of Miami Springs, a political
subdivision of the State of Florida

By: _____
William Alonso
City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

City Attorney

ATTEST:

Erika Gonzalez, MMC
City Clerk

Exhibit A

Chapter 4, Pertaining to Ambulances and Non-Emergency Vehicles.

Chapter 31, Article I through VI, Pertaining to Taxicabs, Limousines, Passenger Motor Carriers, Chauffeurs, and Special Transportation Service.

Section 30-371 to 372 pertaining to Private School Buses.

These provisions are available at:
www.municode.com

Copies to be provided with final document.

Exhibit C

Miami-Dade County, Florida, Code of Ordinances
PART III, CODE OF ORDINANCES

CHAPTER 8CC – CODE ENFORCEMENT

Copies to be provided with final document.

Approved _____ Mayor

Agenda Item No. 6(C)(1)(A)
12-15-98

Veto _____

Override _____

RESOLUTION NO. R-1403-98

RESOLUTION AUTHORIZING COUNTY MANAGER TO EXECUTE
INTERLOCAL AGREEMENTS WITH MUNICIPALITIES FOR
ENFORCEMENT OF PENALTIES CONTAINED IN CHAPTER 8CC
OF THE CODE OF MIAMI-DADE COUNTY RELATING TO FOR-HIRE
TRANSPORTATION REGULATIONS; AND TO EXERCISE
CANCELLATION AND RENEWAL PROVISIONS

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Manager to execute on behalf of Miami-Dade County interlocal agreements with all municipalities in Miami-Dade County, in substantially the form attached to this resolution, that authorize municipalities to enforce the penalties contained in Chapter 8CC of the Code of Miami-Dade County relating to enforcement of for-hire transportation regulations contained in Chapter 4, Article III, Section 30-371 - 372.2 and Chapter 31; and authorizes the County Manager to exercise cancellation and renewal provisions contained therein.

The foregoing resolution was sponsored by Commissioner Pedro Roldan, who moved its adoption. The motion was seconded by Commissioner Jimmy L. Morales and upon being put to a vote, the vote was as follows:

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I, HARVEY RUVIN, Clerk of the Circuit Court In and for Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. R-1403-98, adopted by the said board of County Commissioners at its meeting held on December 15, 1998.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 21st day of December, A.D. 19 98.



HARVEY RUVIN, Clerk
Board of County Commissioners
Dade County, Florida

By  Deputy Clerk

SEAL

Board of County Commissioners
Dade County, Florida

Administrative Order

MIAMI-DADE

Administrative Order No.: 2-5

Title: Code Enforcement

Ordered: 7/25/2000

Effective: 8/4/2000

AUTHORITY:

Section 4.02 of the Miami-Dade County Home Rule Amendment and Charter, and Chapter 8CC, Code of Miami-Dade County.

SUPERSEDES:

This Administrative Order supersedes Administrative Order 2-5 ordered May 25, 1999, and effective June 4, 1999.

POLICY:

It shall be the policy of Miami-Dade County to foster compliance with the ordinances passed by the Board of County Commissioners, as embodied in the Code of Miami-Dade County (hereinafter referred to as the "Code") by encouraging its Code Inspectors to utilize available enforcement mechanisms, including the issuance of Uniform Civil Violation Notices ("CVNs"), to attain this goal. It shall also be the policy of Miami-Dade County to recover enforcement fines levied, administrative hearing and enforcement costs incurred by the departments involved in code enforcement activities, and accrued interest by utilizing administrative settlement and lien procedures.

ENFORCEMENT PROCEDURE FOR MUNICIPALITIES:

Municipalities within Miami-Dade County shall be entitled to utilize the applicable provisions of Chapter 8CC within their municipal boundaries by entering into an interlocal agreement with Miami-Dade County which shall contain, at a minimum, the following:

1. The section or sections of the Code as listed in Section 8CC-10, which the municipality wishes to enforce through this chapter.
2. The job title of the agents or employees of the municipality authorized to perform the enforcement functions and the number of agents or employees so authorized.

3. The amount reimbursable to Miami-Dade County for administrative costs relating to the conduct of hearings on appeals from CVNs issued by the municipality, including, but not limited to, attorney's fees and costs, costs of transcription and clerical costs.
4. The amount of revenue reimbursable to the municipality from any fine collected pursuant to the issuance of a CVN.
5. An agreement to indemnify and save the County harmless from and against any and all liability, actions and cause of action relating to the municipality's utilization of the provisions of Chapter 8CC and the Code of Miami-Dade County, if applicable.
6. A term not to exceed three years.

The County reserves the right to set minimum education, training and background check requirements to be met by municipal employees or agents enforcing the Code. Furthermore, the County shall provide oversight and auditing authority in order to withdraw delegation if it is determined that the municipality is improperly enforcing the code.

Any appeals to the Circuit Court or beyond from CVNs issued by a municipality shall be handled by that municipality and its legal staff.

HEARING OFFICERS:

Passage of Ordinance No. 85-33 created and established a code enforcement position to be filled by Hearing Officers. The County Manager, or his designee, shall prepare and submit for ratification to the Clerk of the Board of County Commissioners a list of qualified candidates nominated for appointment as Hearing Officers pursuant to the provisions of Section 8CC-2 of the Code. Compensation for Hearing Officers shall be \$ 50.00 per hour up to a maximum of \$400.00 per day.

DEPARTMENTS' RESPONSIBILITIES:

Code Enforcement department directors, or their designees, shall be responsible for the following:

1. Prior to being provided the authority to initiate enforcement proceedings under Section 8CC-3(a) of the Code, a Code Inspector shall be required to successfully complete a "Triple I" criminal background check, which shall be conducted by the Miami-Dade Police Department at the request of Code Enforcement departments. This background investigation, which consists of a complete computer search of nationwide law enforcement databases, shall include a

review of Federal, State and local criminal activity. In addition, driving records shall be reviewed as a part of the initial criminal background check and subsequently on an annual basis. Existing Code Inspectors shall be subject to annual driving record checks and shall be provided with notification of this requirement prior to implementation of this Administrative Order. The "Triple I" background check requirements shall be included in all Code Inspector job announcements. Municipal employees shall also be required to successfully complete a "Triple I" background investigation prior to being provided authority to initiate enforcement proceedings under Chapter 8CC of the Code.

2. Code Inspectors shall enforce the ordinances listed in Section 8CC-10 of the Code within the jurisdiction of their respective departments.
3. Upon issuance of a CVN to a violator, a completed copy of the CVN must be sent to Code Enforcement, County Clerk Division.
4. All original civil penalty payments, continuing civil penalty payments and administrative hearing costs imposed pursuant to the provisions of Chapter 8CC shall be remitted directly to Code Enforcement, County Clerk Division, with a check made payable to the Clerk of the Circuit and County Courts unless the case is the subject of a settlement agreement.
5. For any CVN issued in which a date of correction has been given, or for any case in which a Hearing Officer has set a date of correction (see Sec. 8CC-4(f) of the Code), a Code Inspector must prepare an Affidavit of Compliance or Non-Compliance as appropriate and send a copy to Code Enforcement, County Clerk Division. The Affidavit must indicate whether the violation has been corrected by the date of correction set forth in the CVN or by the Hearing Officer; and, if it has not, the Affidavit must so reflect and must set forth a request that the Hearing Officer issue an Order finding the violator guilty of a continuing violation, if applicable, imposing continuing violation penalties to be effective beginning on the original date of correction and ending at a specified date, and setting forth the total amount of penalties and costs to be paid by the violator.
6. Departments shall be authorized to sign agreements settling civil penalties and liens for amounts less than the maximum continuing penalty, costs and accrued interest. Such agreements shall contain the justification for settlement; the CVN number; the original penalty amount; the settlement amount; the amount collected (indicating full payment or partial payment); and, the signature of the department director, or designee, with notification to Code Enforcement, County Clerk Division. If any penalties have been made the subject of court actions, settlements must also include an approval from the County Attorney's Office, as applicable. Unless otherwise specifically provided in the Code, the department will require the violator to remit the original amount of the ticket and any administrative hearing costs imposed by the Hearing Officer to Code Enforcement, County Clerk Division and will collect the remainder of the

settlement amount directly. The departments shall provide to Code Enforcement, County Clerk Division a written settlement form which includes the following information: CVN number, settlement amount, amount received, date received, and record of collection number. If the settlement is based upon installment payments, the department shall provide the foregoing information for each payment until satisfaction of the agreement.

7. Whenever a violator has corrected a violation but failed to pay the civil penalty, or has failed to correct the violation and pay the civil penalty, or has paid the civil penalty but failed to correct the violation, the departments shall notify the violator of Miami-Dade County's intent to file a lien against the violator's real or personal property. The Notice of Intent to Lien shall offer the violator an opportunity within a specified time period to avoid placement of the lien by executing a settlement agreement which provides for correction of the violation, payment of the original amount of the CVN, payment of continuing penalties, payment of administrative hearing costs where applicable, payment of all enforcement costs incurred by the department and accrued interest. A copy of the Notice of Intent to Lien shall be sent to mortgage holders and may be sent to insurance carriers, credit bureaus and any other parties holding a legal, equitable or beneficial interest in the property.
8. A lien shall be placed on a violator's real or personal property except as provided for herein, if the violator does not respond within the prescribed time period to the Notice of Intent to Lien by correcting the violations and paying all penalties, costs and interest due or executing a settlement agreement and complying with said agreement. The lien document shall make specific reference to the civil violation notice number and the issuing department. The lien shall be recorded in the public records of Miami-Dade County and Code Enforcement, County Clerk Division, shall be notified of same.
9. Departments may offer a payment plan in negotiating settlements prior to or after placement of liens upon written request of the violator and establishment of economic need. In order to insure the department's ability to collect all civil penalties, administrative hearing and enforcement costs and interest due, departments are required to file a lien where possible whenever the violator enters into a payment plan in response to a Notice of Intent to Lien.
10. Upon placement of a lien against real or personal properties, the individual or business entity holding a mortgage on the property and credit bureaus shall be notified of the lien placement by the department. The department may notify insurance carriers and other parties holding a legal, equitable or beneficial interest in the property of the placement of the lien.
11. The department may initiate collection proceedings including, but not limited to, referral to collection agencies and filing of civil suits as warranted in an effort to recover monies owed Miami-Dade County resulting from the issuance of CVNs.

12. For any lien placed against real property pursuant to Chapter 8CC or other provisions of the Code which remains unsatisfied one year from the date of recordation of the lien, the departments shall notify the Office of the County Attorney and request mailing of a Notice of Intent to Foreclose. It shall be the responsibility of the County Attorney to initiate foreclosure actions in Circuit Court on non-homestead properties where foreclosure of the property is in the best interest of Miami-Dade County.
13. Upon final payment under a settlement agreement or full payment of a lien, all accrued interest and the costs of lien recordation and satisfaction, the departments shall record a Satisfaction of Lien in the Miami-Dade County public records. The Satisfaction of Lien document shall make specific reference to the civil violation notice number and the issuing department.

CODE ENFORCEMENT, COUNTY CLERK DIVISION RESPONSIBILITIES:

Code Enforcement, County Clerk Division shall be responsible for the following:

1. Upon receipt of a CVN, a letter will be issued to the violator indicating the amount of the civil penalty and the date by which the penalty is to be paid, advising the violator the date by which the violation must be corrected (if applicable), and providing the deadline date to request an administrative hearing in writing, to appeal the issuance of the CVN.
2. If payment has not been received for a Civil Violation Notice and/or the violation of the Code Section has not been corrected, a second letter will be issued to the violator (where no timely appeal has been filed), indicating the civil penalty, accrued penalty, and the total amount due within 30 days. The violator is further advised that if payment is not received or the violation is not corrected within 30 days, a lien shall be placed against the violator's real or personal property.
3. When an appeal has been filed and the Hearing Officer finds the violator guilty at the Administrative Hearing, a letter shall be sent to the violator ordering correction of the violation (if applicable) and requiring payment of the civil penalty, hearing administrative costs, enforcement costs, accrued penalties, and the total amount to be paid. The violator is further advised that if payment is not received or the violation is not corrected within 30 days, a lien shall be placed against the violator's real and personal property. To appeal a Hearing Officer's Final Order, a Notice of Appeal must be filed in the Circuit Court within the time provided by the Florida Rules of Appellate Procedure.
4. If within five days prior to the hearing date a violator requests in writing that a hearing be rescheduled, Code Enforcement, County Clerk Division, will

automatically advise the department in writing. The affected department will then either agree or object to the continuance request.

5. Upon receipt of the Mandate from the Circuit Court, pertaining to an appeal of a Hearing Officer's Final Order, where the County is the prevailing party, a letter will be issued to the violator indicating the amount of the civil penalty, administrative costs, and enforcement costs are due and payable within ten (10) days. The violator is further advised that if payment is not received or the violation is not corrected within ten (10) days, a lien shall be placed against the violator's real or personal property.
6. When appropriate, a Satisfaction of Lien will be filed in the Miami-Dade County public records.
7. Management information reports will be generated monthly for distribution, sequenced by department and badge number, indicating citations paid, citations complied with, and citations not complied with.
8. A report will be generated on an annual basis, by department, detailing outstanding violations for the previous year.
9. A report will be generated, and distributed for each department, providing the estimated cost reimbursement deduction on an ongoing basis.

DEPARTMENT SUPPLEMENTAL COSTS:

Department supplemental costs shall mean certain administrative costs incurred by using departments while processing continuing violations and levying liens and expenses incurred in collection efforts. Department supplemental costs are not provided for under Chapter 8CC and can only be levied or collected if authorized by other statutory Code provisions, administrative order or County Commission approval.

ADMINISTRATIVE REIMBURSEMENT:

In order to cover the actual administrative expenses incurred by the County Clerk Division in supporting the Code Enforcement system, the County Clerk shall retain all original fines and administrative hearing costs assessed by a Hearing Officer. After deduction of actual administrative expenses, the County Clerk, with concurrence of the Budget Director, shall annually return to non-general fund issuing departments on a prorated basis the remainder of retained original fines. The continuing penalties, enforcement costs and department supplemental costs collected which are not the result of a settlement agreement shall be distributed to non-general fund issuing departments on a quarterly basis.

CLOSURE OF CASES:

Cases may be closed in the following circumstances:

1. Where the civil penalty is paid and the violation corrected (if applicable).
2. Where the department has settled with the violator, pursuant to this Administrative Order.
3. Where the department voids the CVN.
4. Where the Hearing Officer finds the named violator not guilty and no appeal is taken by the County or issuing municipality.
5. Where there is a final settlement, judgment, order or other resolution of a case by a court of competent jurisdiction.

This Administrative Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

M. R. Stierheim
County Manager



City of Miami Springs

Office of the City Clerk

*Erika Gonzalez, MMC, City Clerk
Juan D. Garcia, CMC Deputy City Clerk
Mayra Aleman, Assistant to the City Clerk*

MEMO

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

Via: Mayra Aleman, Assistant to the City Clerk

From: Erika Gonzalez, MMC, City Clerk

Subject: Appointing Board Member

Date: October 20, 2021

The following Board member requires a majority vote from City Council to be appointed to their respective Board.

Code Compliance Board: Marlene Jimenez (Group I)

“General provisions of Ordinance 731-88 related to all boards, removal provisions with or without cause contained in Ordinance 732-88 and 788-92, which mandates removal for missing three meetings within a six-month period, also apply. (Effective October 1993, this Board meets once a month, as approved by Council on 10/11/1993).”