



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, January 10, 2022 – 7:00 p.m.

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

- 1. Call to Order/Roll Call**
- 2. Invocation:** Councilman Walter Fajet
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) Presentation of Certificate of Sincere Appreciation Plaque to Police Detective David A. Bente in Recognition of 29 Years and 2 months of Dedicated Service to the City of Miami Springs
 - B) Yard of the Month Award – January 2022 – 800 Oriole Avenue – Victoria Martinez
- 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) December 13, 2021 – Regular Meeting
- 7. Reports from Boards & Commissions:** None.
- 8. Public Hearings:** None.
- 9. Consent Agenda: (Funded and/or Budgeted):**

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Work Order To Bermello, Ajamil & Partners, Inc. For Phase 2 Of The South Royal Poinciana Boulevard Stormwater And Roadway Improvements Project Consisting Of Design Development And Construction Documents, Regulatory Agencies Coordination And Permitting In An Amount Not To Exceed \$175,849; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of A Vehicle From Duval Ford, Llc In An Amount Not To Exceed \$45,154 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

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 The Opioid Settlement Interlocal Agreement With Miami-Dade County Governing The Use Of Opioid Settlement Funds Allocated To The Miami-Dade County Regional Fund; Providing For Authorization; Providing For Implementation; Providing For Transmittal; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Florida Memorandum Of Understanding With The State Of Florida And Other Participating Local Government Units For The Allocation And Use Of Opioid Settlement Funds To Abate And Resolve The Opioid Epidemic; Providing For Authorization; Providing For Implementation; Providing For Transmittal; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving An Agreement With The State Of Florida, Office Of The State Attorney For The Eleventh Judicial Circuit Of Florida To Reimburse The State For The Cost Of The State Attorney Prosecution Of Certain Criminal Violations Of The City Code Of Ordinances; Providing For Authorization; And Providing For An Effective Date

12. Other Business:

A) Mayor Mitchell providing an update after meeting with FDOT Regional Director on the NW 36th Street Corridor Project

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, January 10, 2022 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



CERTIFICATE OF APPRECIATION

Presented to

DAVID A. BENTE
POLICE DETECTIVE

In recognition of 29 years & two months of dedicated service to the

CITY OF MIAMI SPRINGS
POLICE DEPARTMENT

Presented this 10th day of January, 2022

CITY OF MIAMI SPRINGS, FLORIDA

Maria Puente Mitchell
Mayor

ATTEST:

Erika Gonzalez, MMC
City Clerk



CERTIFICATE OF RECOGNITION

Presented to

The Martinez & Fuentes Family

Of

800 Oriole Avenue

for their home being designated as

***“YARD OF THE MONTH”
January, 2022***

Presented this 10th day of January, 2022.

CITY OF MIAMI SPRINGS, FLORIDA

Maria Puente Mitchell
Mayor

ATTEST:

Erika Gonzalez, MMC
City Clerk



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, December 13, 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 7:02 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 Jose Arango

Police Chief Armando Guzman

Planning and Zoning Director Chris Heid

Recreation Director Omar Luna

Golf Director Paul O'Dell

- 2. Invocation:** Offered by Mayor Maria Mitchell
Pledge of Allegiance: Audience participated in leading the pledge.

- 3. Agenda / Order of Business:**

Mayor Mitchell requested that item 12A be heard following Item 4A, the City Council gave general consensus.

- 4. Awards & Presentations:**

A) Yard of the Month Award – December 2021 – 1184 Westward Drive – Rene and Pilar Barreras

Mayor Mitchell presented the Yard of the Month award to Mr. and Mrs. Barreras. The Barreras Family were present to accept the award, they thanked the Mayor and City Council for the recognition.

B) Recognition of City Hall Lobby December Artist of the Month – Woman's Club

and Hibiscus Fine Arts Guild

Mayor Mitchell recognized the Woman’s Club and Hibiscus Fine Arts Guild, who are currently displaying their artwork in the City Hall Lobby for the month of December.

- C) Update on annexation by Jose Fuentes of Becker

City Lobbyist Jose Fuentes of Becker, provided an update on the current status of the City’s application for annexation. He stated he application is under review in the Office of Budget and Management department, following the department’s review and report in February/March 2022 will then move forward to the County Commission, to the Chairman’s Policy Council who will vote and then, if approved, move to the full body of the Miami-Dade County Commission for a vote.

5. Open Forum: The following members of the public addressed the City Council: Luis Aram, 560 Curtiss Parkway; Steven Cejas. Virtual Speaker.

6. Approval of Council Minutes:

- A) November 8, 2021 – Regular Meeting

Councilman Best moved to approve the minutes of November 8, 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.

8. Public Hearings:

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

City Manager William Alonso read the Ordinance by title.

Councilman Best moved to approve the Ordinance on second reading. 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.

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

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of One Vehicle For The Building And

Code Compliance Department From Alan Jay Automotive Management, Inc. in An Amount Not To Exceed \$24,554 Utilizing The Terms And Conditions Of Sourcewell Contract No. 120716-Naf Pursuant To Section 31-11(E)(5) Of The City Code; Declaring Certain Vehicles As Surplus Property; Authorizing The Sale Or Disposition Of Surplus Property; Providing For Implementation; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of One Vehicle For The Parks And Recreation Department From Alan Jay Automotive Management, Inc. In An Amount Not To Exceed \$24,554 Utilizing The Terms And Conditions Of Sourcewell Contract No. 120716-Naf Pursuant To Section 31-11(E)(5) Of The City Code; Declaring Certain Vehicles As Surplus Property; Authorizing The Sale Or Disposition Of Surplus Property; Providing For Implementation; And Providing For An Effective Date

City Manager William Alonso read the item by title.

Councilman Vazquez moved to approve the Consent Agenda. 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.

10. Old Business: None at this time.

11. New Business:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Mutual Aid Agreement With The Village Of Virginia Gardens; Providing For Implementation; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

Councilman Fajet 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.

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Settlement Agreement With Mr. Glass Doors And Windows, Inc. Relating To The Lawsuit Captioned Mr. Glass Doors & Windows, Inc. V. CG3 Group, LLC, Et Al. (Miami-Dade County Case No. 2020-018320-Cc-25); Providing For Authorization; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

Councilman Best moved to approve the Resolution. 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, Approving An Agreement With Verizon Connect Inc. For Integrated Video And Reveal Services Utilizing The Terms And Conditions Of Sourcewell Contract No. 020221 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; 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.

D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A First Addendum To The Continuing Professional Services Agreement With Bermello Ajamil & Partners, Inc. To Incorporate Federally Required Contract Clauses Relating To The American Rescue Plan Act; Providing For Authorization; 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 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.

E) Discussion on use of ARPA funding

City Manager William Alonso read the Staff Memo and proposed projects for the record.

Councilman Vazquez moved to authorize the City Manager to move forward on proposing a project priority list with funding options and return to Council as projects come up. 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.

12. Other Business:

A) Discussion of City actions to date and future actions to address the noise coming from the City of Hialeah Venue at 4800 NW 37th Ave

This item was discussed earlier in the meeting. Mayor Mitchell stated that she met with Mayor Bovo, City of Hialeah, to discuss the noise issue created over the prior week by outdoor venue called “Factorytown.” City Attorney Jose Arango stated that

the City has contacted the business owner through a Notice of Nuisance letter addressing the City's concerns. The City Attorney requested authorization for any further litigation if needed. The City Council gave unanimous consensus for the City Attorney's request.

B) Request by Mayor Mitchell to have Council workshop in early 2022 to discuss City issues and projects

Mayor Mitchell requested that the City Council schedule a workshop to discuss upcoming projects and areas of discussion. City Clerk Erika Gonzalez, will reach out to the City Council to coordinate a date and time in January for the Council Workshop.

13. Reports & Recommendations:

A) City Attorney

City Attorney Jose Arango had no report at this time.

B) City Manager

City Manager William Alonso wished everyone a Merry Christmas. He gave an update on various grant writing opportunities coming up soon. He provided a verbal list of upcoming City meetings and events, which may also be found on the City's website.

C) City Council

Vice Mayor Bravo requested a Golf course tour and will reach out to the City Manager to schedule the visit. She is excited to hear that we will be applying for a parking study through a grant. She wished everyone a Merry Christmas and had no further report at this time.

Councilman Best announced that vaccination will be available hopefully every day in the next couple of weeks. He wished everyone a Merry Christmas.

Councilman Fajet is proud to see that the City is receiving federal funding to cover much needed projects. He wished a happy holiday to all.

Councilman Vazquez mentioned the noise issue from the venue in Hialeah this past week and how many folks that it affected within Miami Springs. He thanked the City Attorneys, City Manager and Mayor for working swiftly on resolving the noise issue coming from the venue located in City of Hialeah. He mentioned that he attended a couple of the Business Task Force meetings and stated that there are great things happening on that board. He inquired about the scoreboards that were purchased by the Optimist Club for Prince Field. He wished everyone a Merry Christmas and a Happy New Year.

Mayor Mitchell recognized how much the City has provided for services such as vaccination and testing sites. She stated that she is so impressed with the City's community events over the holidays starting in November all throughout December. She commended Miami-Dade County Mayor Levine-Cava for the municipal outreach and collaboration. Mayor Mitchell also recognized the Business and Economic Development Task Force and looking forward to their recommendations. She wished everyone Happy Holidays and also thanked City Staff and the residents.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:45 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 10th day of January, 2022.*

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: January 10, 2022

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

Via: William Alonso, City Manager/ Finance Director

From: Tammy Romero, Asst. City Manager

Subject: South Royal Poinciana Boulevard Improvements Project (Phase 2) Design Development and Permitting

RECOMMENDATION:

Recommendation that Council authorize the issuance of a work order to the City’s engineers, Bermello, Ajamil and Partners, Inc. (B&A), for Phase 2 of the South Royal Poinciana Boulevard Improvements, consistent with B&A’s existing agreement with the City and the proposal attached hereto as Exhibit “A”, in an amount not to exceed \$175,849.00 for field investigation, FDOT coordination, roadway design, drainage improvements, permitting and 100% construction drawings. Phase 1 for the South Royal Poinciana Boulevard Improvements was previously approved by Council on August 9th, 2021 in the amount of \$115,136.00.

DISCUSSION:

On August 9th, 2021, the City Council adopted Resolution No. 2021-3927 approving the issuance of a work order to B&A for Phase 1 of the South Royal Poinciana Boulevard (SRP) Improvements project, in an amount of \$115,136, consisting of meetings, surveying, stormwater management, and conceptual design to address safety, flooding, traffic operation conditions, including speeding vehicles and cut-through traffic and redevelopment of the SRP corridor for drainage, landscape and beautification alternatives (the “Project Area”).

Phase 2 is for the SRP Improvements project which begins at East Drive to LeJeune Road (approximately 3,486.08 feet in length) will provide 100% design for the redevelopment of the street to accommodate pedestrians, bicycles, and vehicular activity as well as provide stormwater management and landscape and beautification features along SRP. As a result, we are requesting approval of the proposed scope of work for Phase 2 of this Project to include field investigation, FDOT coordination, roadway design, drainage improvements, permitting and 100% construction drawings.

City Council’s approval will be required in the future for both the final project phase 3 (bidding and construction management support) and for award of a construction contract after issuance of an Invitation to Bid (ITB) once Phase 2 is closer to completion sometime in May 2022.

The Project costs will be reimbursed and funded through the \$1 Million State legislative appropriation from FY21-22 approved by Council on August 9th, 2021 via Resolution No. 2021-3929.

FISCAL IMPACT:

Funding for Phase 2 of the Project will come from the \$1Million dollar state appropriation for this project.

Submission Date and Time: 1/6/2022 8:20 AM

<p>Submitted by:</p> <p>Department: <u>Finance</u></p> <p>Prepared by: <u>Tammy Romero</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>Approved by (sign as applicable):</p> <p>Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p>Funding:</p> <p>Dept./ Desc.: _____</p> <p>Account No.: <u>310-4300-519-63-31</u></p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ <u>115,136.00</u></p> <p>Current request: \$ <u>175,849.00</u></p> <p>Total vendor amount: \$ <u>290,985.00</u></p>
--	---	--

RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE ISSUANCE OF A WORK ORDER TO BERMELLO, AJAMIL & PARTNERS, INC. FOR PHASE 2 OF THE SOUTH ROYAL POINCIANA BOULEVARD STORMWATER AND ROADWAY IMPROVEMENTS PROJECT CONSISTING OF DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS, REGULATORY AGENCIES COORDINATION AND PERMITTING IN AN AMOUNT NOT TO EXCEED \$175,849; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, in accordance with the terms of the Agreement, the Public Works Department solicited and the Consultant provided a proposal to provide engineering services (the “Services”) for the South Royal Poinciana Boulevard Stormwater and Roadway Improvements Project (the “Project”) and recommended that the Project be divided into three phases; and

WHEREAS, on August 9, 2021, the City Council adopted Resolution No. 2021-3927 approving the issuance of a work order for Phase 1 of the Project, which consisted generally of preparing a Project area survey, preparing subsurface utility engineering (SUE), drafting a stormwater management plan, and preparing a conceptual design, in an amount not to exceed \$115,136; and

WHEREAS, the Consultant has submitted a proposal to the City for the Services for Phase 2 of the Project, which is attached hereto and incorporated herein as Exhibit “A” (the “Proposal”); and

WHEREAS, the Consultant’s Proposal provides that Phase 2 of the Project will consist primarily of developing a conceptual level design including drawings and calculations for the drainage, roadway improvements and beautification of the East South Royal Poinciana Boulevard (SRP) between East Drive and west of Le Jeune Road, in an amount not to exceed \$175,849; and

WHEREAS, the City has budgeted for the Services for Phase 2 of the Project within the 2021-2022 fiscal year budget and Phase 2 of the Project will be reimbursed by the Florida Department of Transportation pursuant to a state-funded legislative appropriation accepted and approved by Council Resolution No. 2021-3929 on August 9, 2021; and

WHEREAS, the City Council wishes to authorize the City Manager to issue a work order to the Consultant for Phase 2 of the Project, consistent with the Proposal and the Agreement, in an amount not to exceed \$175,849; and

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

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

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

Section 2. Approval. That the City Council hereby authorizes the City Manager to issue a work order to the Consultant for Phase 2 of the Project, consistent with the Proposal and the Agreement, in an amount not to exceed \$175,849.

Section 3. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

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

PASSED AND ADOPTED this 10th day of January, 2022.

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

January 5, 2022

**City of Miami Springs
South Royal Poinciana Boulevard Improvements
Phase 2- Design Development and Permitting**

A. INTRODUCTION

The City of Miami Springs (City) has requested Bermello Ajamil and Partners (BA) under their existing A/E consulting agreement to prepare a scope of work (SOW) for the development of a conceptual level design including drawings and calculations for the drainage, roadway improvements and beautification of on the East South Royal Poinciana Blvd (SRP). Boulevard between East Drive and west of Le Jeune Road. The conceptual level plan shall be consistent with the Traffic Study as approved by the MD Transportation and Public Works Department under Design Review (DR) permit number 2018007030. Project shall also follow design standards established by the City of Miami Springs and Miami-Dade regulations. BA shall prepare the construction Package for South Royal Poinciana for the redevelopment of this street to accommodate pedestrian, bicycle, and vehicular activity as well as provide stormwater management along this corridor. BA will work with a traffic sub-consultant to coordinate with MD County Traffic Department as needed.

B. OBJECTIVE

The main goal of this project is to provide final design documents and permitting for the redevelopment of the SRP corridor including the supporting documentation for drainage, landscape and beautification alternatives as noted in this SOW.

C. PROJECT LOCATION

The project boundaries are delineated by the ROW of South Poinciana Blvd, from East Drive to LeJeune Rd.

SCOPE OF WORK

The City has requested Bermello Ajamil and Partners (BA) to provide professional engineering services for the **South Royal Poinciana Roadway Improvements Project** under their current CCNA continuing services agreement with the City. This SOW has been prepared in accordance with City recommendations that were discussed during a meeting, site visit and inspection with City and BA staff on March 26, 2021 and were separated into three phases:

- PHASE 1: Survey, Background Information, Data Analysis and Conceptual Design (completed by 12/15/21)
- PHASE 2: Design Development and Construction Documents, Regulatory Agencies Coordination and Permitting
- PHASE 3: Bidding and Construction Management Support

PHASE 2: Design Development and Construction Documents, Regulatory Agencies Coordination and Permitting

WORK BREAKDOWN SCHEDULE

BA proposes to provide the services identified below for the project entitled **South Royal Poinciana Roadway Improvements** with the City of Miami Springs for the **PHASE 2: Design Development and Construction Documents, Regulatory Agencies Coordination and Permitting** into the following Tasks:

Task 2.1 – Meetings and FDOT Coordination

BA shall schedule and participate in periodic meetings and/or teleconference calls with the City and FDOT staff to discuss project schedule, major milestones and review pertinent available data. BA shall also coordinate with FDOT project management and provide all forms and project updates, as required by the FDOT grant protocol.

Note: BA shall assist the City of Miami Springs in the submittal and coordination with Federal and State agencies regarding additional funding that might be available for this project

Deliverables:

- Under this task, BA shall be responsible for the preparation of meeting minutes and reports, as needed.
- BA shall -participate in three (3) design meetings and permitting to review preliminary, 60% and 90% design deliverables with City staff including operations and management staff.
- FDOT coordination, as needed.

Task 2.2– Traffic Engineering Services

Under this task BA will develop the necessary geometric design in accordance with the latest edition of the Florida Greenbook and will prepare the preliminary and final design plans based on field reviews and preliminary concepts as approved in the existing permit by MD Traffic.

Under this task BA will also prepare technical specifications in relation to the final design components. Erosion control methods, pollution prevention precautions, and earthwork construction will be included by standard specifications.

Specifications Institute (CSI) format or FDOT Standard Specifications with modifications necessary to convey requirements for the materials and products selected. The City will provide the front-end documents.

The following is a preliminary list of drawings:

- Cover Sheet
- General Notes
- Quantities Sheet
- Plan
- Miscellaneous Construction Details
- Traffic Control Plan

Pavement Marking and Signing Plans

Task 2.3 – Geotechnical

BA shall subcontract and perform six (6) percolation tests at depths of 15 feet for use in drainage calculations along South Royal Poinciana. Sub-consultant shall inspect all samples, set up appropriate laboratory tests, perform appropriate analysis and prepare a report of recommendations for the purpose of documenting subsurface conditions encountered. The geotechnical report shall include test boring location plan as well as graphic logs of the soil test borings and results of laboratory test as performed.

Deliverables:

- Geotechnical report including test boring location plan as well as graphic logs of the soil test borings and results of laboratory test as performed – one (1) hard copy, and an electronic copy.

Task 2.4 – Design Development

The Design Development Task shall be divided into Subtasks for the Stormwater Design, the Landscape Beautification of East Drive, and the design of the roundabout as follows:

Task 2.4.1- Streetscape/roadway Improvements

Upon completion of Task 2.2, pending permitting approval by MD Traffic Department, BA shall prepare a set of signed and sealed landscape drawings at 30%, 60% and 90% and specifications provided in the Issue for Bidding Submittal incorporating any changes that may result from addendums issued during the Design Development step as follows:

- ✓ One lane in each direction along S. Royal Poinciana Boulevard within the study limits,
- ✓ A raised median beginning at Miller Dr. and ending at Coolidge Dr.
- ✓ Exclusive left turn lanes at Forrest Dr. and Sheridan Dr.
- ✓ Bike Path along the northwest bound direction of S. Royal Poinciana Boulevard.
- ✓ Add shared bicycle/vehicle pavement markings in the SEB direction of South Royal Poinciana Blvd as well as R4-11 post mounted signs throughout the roadway.
- ✓ Install dynamic devices along both directions of travel informing motorists of their speed.
- ✓ Landscape and beautification features along SRP, including irrigation plan, as recommended

Deliverables:

Under this task, BA shall submit the following deliverables to the City of Miami Springs:

- Preliminary set of drawing at 60% design (24" X 36") – five (5) hard copies
- Final set of drawings at 90% design documents (24" X 36") – five (5) hard copies

Subtask 2.4.2 - Stormwater Design along South Royal Poinciana

Under this task, BA shall prepare an update for Phase 1: Conceptual Engineering Report as noted below:

- a. Advance preliminary stormwater management plans to 60%
- b. Advance 60% stormwater management plans from 60% to 90% following review and comment from City and other applicable government agencies
- c. Drainage Calculations
- d. Final Opinion of Construction Costs
- e. All required coordination with applicable government agencies in preparation of the DDs (60%) and CDs (90%)

Deliverables:

The following deliverables shall be submitted to the City of Miami Springs

- Preliminary set of drawing at 60% design (24" X 36") – five (5) hard copies
- Final set of drawings at 90% design documents (24" X 36") – five (5) hard copies

Task 2.5 – Permitting and construction documents

Under this task, BA shall coordinate with each of the regulatory agencies having jurisdiction over the project to confirm the agency's design criteria at 60 percent; and after the 90% permit package submittal is completed, agencies with jurisdiction and required permits may include the following:

- FDOT/MD Traffic Division
- MD DERM
- MD Tree removal (if needed)
- City of Miami Springs

After 90% design completion, BA shall prepare and submit permit packages for the agencies listed above. This scope includes re-submittals for agency. Appropriate agency review comments shall be incorporated into the 100 percent documents.

Deliverables:

The following deliverables shall be submitted to the City of Miami Springs as part of this Subtask:

- Agency meeting summary notes – one (1) hard copy and an electronic copy
- Two final copies of each permit application
- Response to 90% Design comments (via electronic delivery)
- Permits and approval by regulatory agencies, as needed

Task 2.6 – Construction Document Submittal (Issue for Construction)

Under this task, BA shall incorporate all comments received from the City of Miami Springs and permitting agencies during the review of the 90% Design Submittal (Issue for Permitting) and shall prepare a submittal package, including a complete set of drawings and specifications to be submitted for bidding.

Subtask 2.6.1 – Stormwater Improvements 100% Construction Submittal

- Prepare 100% construction drawings, specifications and submittals.
- Final signed and sealed Drawings (electronic PDF and four (4) 22"x34")
- Final signed and sealed Specifications (electronic PDF and four (4) paper copies)
- Final AutoCAD drawing files
- Conceptual Opinion of Probable Construction Costs at 100%.

PHASE 3: Bidding and Construction Management Support

Bidding support, including review checks and requests for additional information and construction inspection and administration, as needed, shall be submitted separately upon completion of Phase 2.

Deliverables:

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

PART II – EXCLUSIONS

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

PART III – COMPENSATION

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

Task	Description	
TASK 1: Meetings, Field investigation and FDOT coordination		\$ 3,775
TASK 2: Roadway Design		\$ 46,010
TASK 3: Geotechnical		\$ 1,500
TASK 4.1 Streetscape/roadway improvements		\$ 69,088
TASK 4.2 Drainage improvements		\$ 24,810
TASK 5: Permitting		\$ 12,025
TASK 6: 100% Construction drawings		\$ 17,641
	Reimbursable expenses	\$ 1,000
TOTAL FEES- LUMP SUM		\$ 175,849

PART IV – DELIVERABLES

Task	Deliverables
TASK 1 Meetings and FDOT coordination	- Meeting minutes - FDOT reports and forms, as required
TASK 2 Roadway Design	- MD coordination - Design roadway based on existing MD permit
TASK 3: Geotechnical	- Geotechnical report
TASK 4.1: Landscape/Streetscape Design	
60% design	- 60% design drawings, specifications and opinion of probable costs
90% design	- 90% design drawings, specifications and opinion of probable costs
TASK 4.2: Stormwater Management Design	
60% design	- 60% design drawings, specifications and opinion of probable costs
90 % design	- 90% design drawings, specifications and opinion of probable costs
TASK 5: Permitting	- Pre-application meetings - Permit approvals
TASK 6.: 100% Construction submittal package: South Royal Poinciana Improvements	- 100% submittal package

PART V – PROPOSED TENTATIVE SCHEDULE

Task Name	Duration	Start	Finish
NTP	1 day	Mon 1/17/22	Mon 1/17/22
Kick off meeting	1 wk	Tue 1/18/22	Mon 1/24/22
Roadway design	4 wks	Tue 1/25/22	Mon 2/21/22
Landscape design- Preliminary 60%	4 wks	Tue 2/22/22	Mon 3/21/22
Stormwater design-Preliminary 60%	4 wks	Tue 2/22/22	Mon 3/21/22
Review and approval by the City of Miami Springs	2 days	Tue 3/22/22	Wed 3/23/22
Landscape design-90%	2 wks	Thu 3/24/22	Wed 4/6/22
Stormwater design-90%	2 wks	Thu 3/24/22	Wed 4/6/22
Review and approval by FDOT and City of Miami Springs	4 wks	Thu 4/7/22	Wed 5/4/22
Permitting	8 wks	Thu 4/7/22	Wed 6/1/22
Submittal package- 100%	2 wks	Thu 6/2/22	Wed 6/15/22
Review and comments period	2 wks	Thu 6/16/22	Wed 6/29/22
Final construction submittal	2 wks	Thu 6/30/22	Wed 7/13/22
Procurement process	6 wks	Thu 7/14/22	Wed 8/24/22
Construction	36 wks	Thu 8/25/22	Wed 5/3/23
Close-out process	2 wks	Thu 5/4/23	Wed 5/17/23



AGENDA MEMORANDUM

Meeting Date: January 10, 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: Police Patrol Vehicle Purchase

Recommendation: Recommendation by the Police Department that Council authorize the issuance of a Purchase Order to Duval Ford, utilizing Florida Sheriffs Association Contract FSA20-VEL 28.0 with a contract term expiration date of September 30, 2022, in the amount of \$45,153.25 for one (1) 2022 Ford Police Interceptor AWD Utility (K8A), as these funds are available in the FY21/22 Budget, utilizing the American Rescue Plan Act (ARPA) funds allocated and approved on the December 13, 2021 Council meeting, pursuant to Section §31-11 (E)(5) of the City Code.

Discussion/Analysis: Purchase one (1) 2022 Ford Police Interceptor AWD Utility for the Police Department fleet. See attached documentation: Duval Fleet Sales' Quote Sheet and Florida Sheriffs Association Contract FSA-VEL 28.0.

Submission Date and Time: 12/21/2021 8:31 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u> Prepared by: <u>Ariadna Quintana</u> Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dept. Head: <u><i>Armando Guzman</i> 12/21/21</u> Procurement: _____ Asst. City Mgr.: _____ City Manager: _____	Dept./ Desc.: <u>Police Vehicles</u> Account No.: <u>001-2001-521.65-00</u> Additional Funding: <u>N/A</u> Amount previously approved: \$ <u>N/A</u> Current request: \$ <u>45,153.25</u> Total vendor amount: \$ <u>45,153.25</u>

RESOLUTION NO. 2022-____

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 \$45,154 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.

WHEREAS, the City of Miami Springs (the "City") desires to purchase one 2022 Ford Police Interceptor and related accessory equipment (the "Vehicle and Accessory Equipment") to replace a vehicle that reached the end of its useful lifecycle and to facilitate the provision of the Police Department's day-to-day operations; and

WHEREAS, the type of purchase contemplated by the City has been competitively bid by the Florida Sheriffs Association, which has entered into Contract No. FSA20-VEL28.0 (the "FSA Contract") with Duval Ford, LLC (the "Vendor"), which local governments statewide may utilize for their own benefit; and

WHEREAS, in accordance with Section 31-11(E)(5) of the City's Code of Ordinances, the City Council seeks to approve the purchase of the Vehicle and Accessory Equipment from the Vendor in an amount not to exceed \$45,154, consistent with the FSA Contract and the Vendor's quote, attached hereto as Exhibit "A" (the "Quote"), as the pricing offered pursuant to the FSA Contract is in the City's best interest; 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 of the purchase of the Vehicle and Accessory Equipment from the Vendor and the expenditure of budgeted funds in an amount not to exceed

\$45,154, consistent with the FSA Contract and the Vendor's Quote attached hereto as Exhibit "A".

Section 3. 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 City Attorney as to form and legality, and to take any action that is reasonably necessary to implement the purpose of this Resolution.

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

PASSED AND ADOPTED this 10th day of January, 2022.

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

MIAMI SPRINGS POLICE

Prepared for:	Contract Holder	12/16/21
MIAMI SPRINGS POLICE LT. CARLOS NUNEZ 305-389-8485 CNUNEZ@MSPD.US	Duval Fleet Sales Laura Torbett (Work) 904-388-2144 (Fax) 904-387-6816 (Cell) 904-568-6027 Laura.Torbett@duvalfleet.com 5203 Waterside Dr Jax, FL 32210	
<i>PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL</i>		

We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA20-VEL28.0 Heavy Equipment and Trucks FSA20-VEH 18.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered **white exterior** unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor	Code	Equipment	Price
0	SPEC 255	2022 FORD POLICE INTERCEPTOR AWD UTILITY (K8A)	\$ 33,014.50
0	500A	POLICE EQUIPMENT	\$ -
0	99B	3.3L TI-VCT V6	\$ -
0	44U	10 SPEED AUTOMATIC TRANSMISSION	\$ -
0	51R	LEFT HAND PILLAR MOUNTED SPOTLIGHT	\$ -
0	55F	KEYLESS ENTRY	\$ -
0	153	FRONT LICENSE PLATE BRACKET	\$ -
0			\$ -
0	YZ	EXTERIOR COLOR: OXFORD WHITE	\$ -
0	96	INTERIOR: EBONY CLOTH BUCKETS/ REAR VINYL	\$ -
0			\$ -
0	52P	HIDDEN DOOR PLUNGERS	\$ 159.00
0	17A	AUX. CLIMATE CONTROL	\$ 609.00
0	19V	REAR CAMERA ON DEMAND	\$ 229.00
0	43D	COURTESY LAMP DISABLED	\$ 24.00
0	55B	BLIS	\$ 544.00
0	60A	GRILLE WIRING	\$ 49.00
0	68G	REAR LOCKS AND HANDLES INOP	\$ -
0	76P	PRE COLLISION ASSIST	\$ 144.00
0	76R	REVERSE SENSING	\$ 274.00
0	LED PKG 1	WHELEN VERTEX FOUR CORNER LIGHTING SYSTEM- RED/ BLUE SPLIT	\$ 675.00
2	PK0602ITU20TM	SETINA PRISONER CAGE- 10 VC WITH RECESSED PANEL, UNCOATED POLYCARBONATE W/EXPANDED METAL SECURITY SCREEN	\$ 970.00
2	PK0316ITU202 ND	SETINA REAR CARGO POLY BARRIER, 12VS	\$ 665.00
9	WPLB-LED 2	54" WHELEN PREMIUM ALL LED LIGHT BAR DUO (MODEL LEGACY) LEGACY LIGHTBAR WITH DUO LED MODULES, 2-WIRE CTL TRAFFIC ADVISOR, (2) LED FLASHING/ALLEY LIGHTS, MOUNTING KIT 295SLSA6 COMBINATION LIGHT/SIREN CONTROLLER, SA315P SIREN/SPEAKER AND MOUNTING BRACKET. Front RED/ WHITE WITH WHITE DUO- Rear RED/ BLUE WITH AMBER OVER RIDE	\$ 2,505.83
0			\$ -
0			\$ -
1	CC-20-UV10-L8	2020 PI Utility 18" Sloped console, 10" slope, 8" level. Includes one (1) dual-port USB outlet.	\$ 855.92
0	FP-	4" FP for siren controller. Make and model TBD.	\$ -
0	FP-USB-2DC	2" faceplate with (2) DC outlets & (1) dual-port USB outlet.	\$ -
0	FP-BLNK2	2" blank faceplate (x2)	\$ -
0	AC-INBHG	4" internal dual-cup beverage holder.	\$ -
0	FP-SGTRAY	4" console tray for cell phone, keys, etc.	\$ -
0	6/100 EXTRA	6 YEAR/ 100,000 MILE EXTRA CARE EXTENDED WARRANTY WITH \$0 DED	\$ 3,175.00
0			\$ -
14	LABOR	Total Contract labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$90 \$ 1,260.00
	VENDOR		
	COMMENTS		
UNIT COST			\$ 45,153.25
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 45,153.25

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE OPIOID SETTLEMENT INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY GOVERNING THE USE OF OPIOID SETTLEMENT FUNDS ALLOCATED TO THE MIAMI-DADE COUNTY REGIONAL FUND; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Miami Springs (the “City”) has suffered harm from the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida municipalities and counties have also filed an action In Re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation”); and

WHEREAS, the State of Florida and lawyers representing various local governments involved in the Opioid Litigation have proposed a Florida Memorandum of Understanding (the “MOU”) to provide a unified plan for the allocation and use of prospective settlement dollars from the Opioid Litigation (the “Opioid Funds”); and

WHEREAS, as part of the MOU’s proposed framework, each year the City’s pro-rata share of Opioid Funds will be allocated as follows: (1) fifteen percent of Opioid Funds to the City directly, (2) a variable sliding scale percentage of Opioid Funds to a regional fund, and (3) the remaining Opioid Funds to the State of Florida; and

WHEREAS, Opioid Funds allocated to the Miami-Dade County (the “County”) Regional Fund will be administered and distributed to municipalities either by a corporate partner selected by the Florida Department of Children and Families or by the County if it enters into an interlocal agreement governing the use of Opioid Funds with 50% of municipalities within the County; and

WHEREAS, the County has proposed entering into an interlocal agreement with the City, attached hereto as Exhibit “A,” that would govern the administration and distribution of Opioid Funds allocated to the County Regional Fund (the “Interlocal Agreement”); and

WHEREAS, due to the City’s longstanding and continuous relationship with the County, the City Council finds that approving and authorizing the execution of the Interlocal Agreement, in substantially the form attached hereto as Exhibit “A,” will allow for greater transparency and communication in the administration of the Regional Opioid Funds; 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 Interlocal Agreement, in substantially the form attached hereto as Exhibit “A.”

Section 3. Authorization. Subject to the incorporation of any necessary amendments to the Interlocal Agreement identified by the City Attorney and approved by the County, the City Manager is hereby authorized to execute the Interlocal Agreement, in substantially the form attached hereto as Exhibit “A.” The City Manager is further authorized to execute any required or related agreements, amendments, or documents which are required to implement the purposes of this Resolution and the Interlocal Agreement, subject to the approval of the City Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the City Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution and the Interlocal Agreement.

Section 5. Transmittal. That the City Council hereby directs the City Clerk to transmit a copy of this Resolution to the County Mayor.

Section 6. 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 10th day of January, 2022.

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

**OPIOID SETTLEMENT
INTERLOCAL AGREEMENT GOVERNING USE OF
MIAMI-DADE COUNTY REGIONAL FUNDING**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into as of this _____ day of _____, 2021, by and between Miami-Dade County, a political subdivision of the State of Florida (“County”) and _____, a municipal corporation of the State of Florida located within the geographic boundaries of Miami-Dade County, Florida (“City”).

RECITALS

WHEREAS, during the 2010s, failures in the manufacture and distribution reporting systems for opioids, such as noncompliance with the Controlled Substances Act as well as the over-prescribing of opioids, resulted in opioid abuse, misuse, overdoses, addictions, and deaths throughout municipalities, counties, and states across the nation and contributed to the public health emergency and crisis commonly referred to as the opioid epidemic; and

WHEREAS, the opioid epidemic was also driven by increased consumption and the widespread availability of pharmaceutical opioids; and

WHEREAS, additionally, companies involved in the pharmaceutical supply chain including, but not limited to, distributors, manufacturers, dispensing companies, and marketing agencies contributed to the great harm suffered by the State of Florida and Miami-Dade County as a result of the opioid epidemic; and

WHEREAS, the State of Florida and Miami-Dade County as well as many of the municipalities therein were directly and detrimentally impacted by the opioid epidemic; and

WHEREAS, among other things, during the referenced timeframe, Florida ranked fourth in the nation for total health care costs attributed to opioid abuse and had the 11th highest drug overdose mortality rate in the nation with the number of drug overdose deaths in the state doubling from 1999 to 2014; and

WHEREAS, in addition, according to the 2015 annual report by the Florida Department of Law Enforcement, in the first half of 2015, heroin deaths jumped 100 percent in Miami-Dade County compared to the same period from the previous year, and deaths linked to fentanyl rose by 310 percent; and

WHEREAS, in response to such grim statistics and the crippling impact the opioid epidemic was having on Miami-Dade County, on January 24, 2017, the Miami-Dade Board of County Commissioners (“Board of County Commissioners”) approved Resolution No. R-198-17, and created the Miami-Dade Opioid Addiction Task Force (“Task Force”); and

WHEREAS, the Task Force was charged with developing a comprehensive opioid addiction action plan to halt the opioid epidemic in Miami-Dade County, and make

recommendations to (1) reduce opioid overdoses, (2) prevent opioid misuse and addiction, (3) increase the number of persons seeking treatment, and (4) support persons in Miami-Dade County who are recovering from addiction; and

WHEREAS, at the July 6, 2017 Board of County Commissioners' meeting, the Task Force presented its Final Report, which included 26 recommendations and on April 26, 2019, the Task Force issued its 2019 Implementation Plan, which: (1) includes 25 recommendations—two of its recommendations were merged—from the Final Report; (2) provides the current status of such recommendations, i.e., In Progress, Ongoing and Complete; and (3) recognizes that the end of the opioid epidemic does not end with conclusion of the Task Force and provides that when the Task Force sunset on April 30, 2019, its work would transition to the Miami-Dade County Addiction Services Board; and

WHEREAS, the opioid epidemic necessitated the County and City to expend funding to address matters directly related to the public health crisis, including but not limited to educational materials or safety materials; and

WHEREAS, the opioid epidemic has not waned in the County or City; and

WHEREAS, the City continues to suffer the financial strain caused by the opioid epidemic; and

WHEREAS, likewise, the County endures the fiscal toll of the opioid epidemic while it continues to offer programing and services countywide to combat and mitigate the harmful effects of same in the community; and

WHEREAS, due to the opioid crisis, many governmental entities throughout the country filed lawsuits against opioid manufacturers, distributors, and retail pharmacies to seek redress for the great harm caused by the opioid epidemic; and

WHEREAS, said litigating governmental entities include Miami-Dade County and nearly a quarter of the municipalities located therein; and

WHEREAS, the lawsuits filed by the litigating governmental entities and the County were consolidated with thousands of other lawsuits filed by state, tribal and local governmental entities in *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (“Opioid MDL”); and

WHEREAS, although negotiations regarding potential settlements of claims raised against some Opioid MDL defendants are ongoing, other defendants have tentatively reached settlement agreements; and

WHEREAS, specifically, on behalf of the State of Florida and its local governments, the Florida Attorney General (“Attorney General”) has tentatively reached two multi-year settlement agreements among various parties including: (1) McKesson Corporation, Cardinal Health, Inc.,

and AmerisourceBergen Corporation; and (2) Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. and Janssen Pharmaceutica, Inc. (collectively, the “Settlement Agreements”); and

WHEREAS, pertinent negotiated terms of the Settlement Agreements include: (1) the settlement funds will be distributed to the State of Florida over an 18-year period as part of a global settlement, irrespective of whether the local government filed suit; (2) local governments must enter into the Florida Opioid Allocation and Statewide Response Agreement (the “Allocation Agreement”), attached hereto as Exhibit A, with the Attorney General to receive settlement monies; (3) the Allocation Agreement divides settlement monies into three funds, i.e., City/County Fund, Regional Fund, and State Fund; and

WHEREAS, the Allocation Agreement provides for the manner of distribution into each fund and purposes for which the monies may be used; and

WHEREAS, the Allocation Agreement requires that the County be deemed a “Qualified County” to be eligible to manage monies from the Regional Fund; and

WHEREAS, specifically, pursuant to the Allocation Agreement, a Qualified County is a county “that has a Population of at least 300,000 individuals and: (a) has an opioid task force or other similar board, commission, council, or entity (including some existing sub-unit of a County’s government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total population)” related to the expenditure of funds; and

WHEREAS, the parties recognize that local control over the Regional Fund is in the best interest of all persons within the geographic boundaries of Miami-Dade County and ensures that Regional Fund monies are available and used to address opioid-related matters within Miami-Dade County and are, therefore, committed to the County qualifying as a “Qualified County” and thereby receiving Regional Fund monies pursuant to the Allocation Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

Section 1. DEFINITIONS

- A. Unless otherwise defined herein, all defined terms in the Allocation Agreement are incorporated herein and shall have the same meanings therein.
- B. “Miami-Dade County Regional Funding” shall mean the amount of the Regional Fund distributed and paid to Miami-Dade County in its role as a Qualified County.

Section 2. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, as long as the following conditions precedent have been satisfied:

- A. Miami-Dade County being determined by the State of Florida to qualify as a “Qualified County” to receive and disburse Regional Fund monies under the Allocation Agreement;
- B. Execution of this Agreement by the County and the City as required by the Allocation Agreement to enable Miami-Dade County to become a Qualified County and directly receive and disburse Miami-Dade County Regional Funding to the City;
- C. Execution of all documents necessary to effectuate the Allocation Agreement in its final form; and
- D. Filing of this Agreement with the Miami-Dade County Clerk of the Courts as provided in section 163.01(11), Florida Statutes.

Section 3. EXECUTION

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM

The term of this Agreement and the obligations hereunder, commence upon the satisfaction of all conditions precedent identified in Section 2 above, run concurrently with the Allocation Agreement, and will continue until one (1) year after the expenditure of all Miami-Dade County Regional Funding, unless otherwise terminated in accordance with the provisions of the Allocation Agreement. Obligations under this Agreement which by their nature should survive, including, but not limited to any and all obligations relating to record retention, audit, and indemnification will survive the termination or expiration of this Agreement.

Section 5. MIAMI-DADE COUNTY REGIONAL FUNDING

- A. Miami-Dade County Regional Funding must be used in accordance with the requirements of the Allocation Agreement.
- B. Miami-Dade County Regional Funding may be used to enhance current programs or develop new programs. However, Miami-Dade County Regional Funding is not intended to supplant current funding sources or general funds.
- C. Administrative Costs - The County is responsible for administering Miami-Dade County Regional Funding remitted pursuant to the Allocation Agreement and, County staff shall provide all support services including, but not limited to legal services, as

well as contract management, program monitoring, and reporting required by the Allocation Agreement. Accordingly, the County and City agree that the County is entitled to the maximum allowable administrative fee pursuant to the Allocation Agreement. The administrative fee will be deducted annually from Miami-Dade County Regional Funding, and the remaining funds will be spent as provided in the Allocation Agreement and distributed as provided herein.

- D. The City shall receive no more than its pro rata share of Miami-Dade County Regional Funding, based on the Negotiation Class Metrics provided for in the Allocation Agreement.
- E. Pursuant to the Allocation Agreement, the City and County may pool, commingle, or otherwise transfer, their shares of funds, in whole or part, to another county or municipality by written agreement.
- F. The County shall disburse the City's pro rata share of Miami-Dade County Regional Funding no later than 60 days from its receipt of such funding from the State.
- G. The City is encouraged to disburse a portion of its pro rata share of Miami-Dade County Regional Funding to Jackson Health System for the purposes provided for in the Allocation Agreement.

Section 6. LOCAL GOVERNMENT REPORTING REQUIREMENTS

To the extent that the City receives Miami-Dade County Regional Funding directly from the County, the City must spend such funds for Approved Purposes and must timely satisfy all reporting requirements of the Allocation Agreement. Failure to comply with this provision may disqualify the City from further direct receipt of Miami-Dade County Regional Funding. This remedy is not exclusive. The County has all rights at law and in equity arising from the City's non-compliance with or breach of this Agreement. In addition, the City shall:

- i. Prior to May 31st of each year, provide information to the County about how it intends to expend its allocated portion of Miami-Dade County Regional Funding in the upcoming year;
- ii. Report expenditures of its allocated portion of Miami-Dade County Regional Funding to the County no later than July 31st for the prior fiscal year of July 1 – June 30 annually; and
- iii. comply with the administrative requirements of the Allocation Agreement, including but not limited to, recordkeeping, reporting, monitoring, evaluation, and auditing.

Section 7. **NON-APPROPRIATION**

This Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County official, officer, or employee creates any obligation to: (a) appropriate or make monies available for the purposes of the Agreement beyond the fiscal year in which this Agreement is executed; nor (b) appropriate or make monies available for the purposes of this Agreement other than from Miami-Dade County Regional Funding. The obligations of the County as to funding required pursuant to the Agreement are limited to an obligation in any given fiscal year to budget and appropriate from available Miami-Dade County Regional Funding annually which are designated for regional use pursuant to the terms of the Allocation Agreement. No liability shall be incurred by the County beyond the funds budgeted and available for the purpose of the Agreement from Miami-Dade County Regional Funding. If funds are not received by the County from the Regional Fund for a new fiscal period, the County is not obligated to pay or spend any sums contemplated by this Agreement beyond the portions for which funds were received and appropriated. The County agrees to promptly notify the City in writing of any subsequent non-appropriation, and upon such notice, this Agreement will terminate on the last day of the then current fiscal year without penalty to the County.

Section 8. **INDEMNIFICATION**

Subject to the limitations of section 768.28, Florida Statutes, as it may be amended, the City shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the City or its employees, agents, servants, partners, principals or subcontractors. Additionally, the City shall pay all claims and losses in connection therewith and shall investigate and, at the option of the County, defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon, subject to the limitations of section 768.28, Florida Statutes, as may be amended. City expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by City or self-insurance shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Section 9. **AUDITS AND INTERNAL REVIEWS BY THE OFFICE OF MANAGEMENT AND BUDGET, OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL AND THE COMMISSION AUDITOR**

The City understands that it may be subject to an audit, random or otherwise, by the Office of the Miami-Dade County Inspector General or an Independent Private Sector Inspector General retained by the Office of the Inspector General, or the County Commission Auditor.

Office of the Inspector General. The attention of the City is hereby directed to the requirements of Section 2-1076 of the County Code in that the Office of the Miami-Dade County Inspector General ("IG") shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. Grant recipients are exempt from paying the cost of the audit which is normally ¼ of 1 percent of the total contract amount.

The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the City from IG, the City shall make all requested records and documents available to the IG for inspection and copying. The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG shall have the power to audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

The IG is authorized to investigate any alleged violation by a City of its Code of Business Ethics, pursuant to Section 2-8.1 of the County Code.

The provisions in this section shall apply to the City, its subcontractors, and their respective officers, agents, and employees. The City shall incorporate the provisions in this section in all contracts and all other agreements executed by its subcontractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the City, its subcontractors, or third parties for such monitoring or investigation of for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the City, its contractors or third parties.

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the City or third parties.

Section 10. NOTICES

All notices or communication under this Agreement shall be in writing and deemed received if delivered by certified or electronic mail to the persons identified below:

In the case of notice or communication to CITY:

TO BE ADDED BY THE CITY

In the case of notice or communication to MIAMI-DADE COUNTY:

MIAMI-DADE COUNTY
Attn: Daniel T. Wall, Assistant Director
Miami-Dade County Office of Management and Budget
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Daniel.Wall@miamidade.gov

With a copy to:

MIAMI-DADE COUNTY
Attn: County Attorney,
Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128
gbk@miamidade.gov

All notices required by this Agreement shall be considered delivered upon receipt. Should any party change its address or contact person, written notice of such new address or contact person shall be promptly sent to the other party.

Section 11. SEVERABILITY

If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Section 12. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of both parties. Applicable amendments to the Allocation Agreement are deemed incorporated into this Agreement.

Section 13. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida.

Section 14. TOTALITY OF AGREEMENT / SEVERABILITY OF PROVISIONS

This Agreement with its recitals on the first page of the Agreement, signatures on the last page and exhibit as referenced below contain all the terms and conditions agreed upon by the parties:

Exhibit A: Florida Opioid Allocation and Statewide Response Agreement

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in their respective corporate names and their corporate seals to be affixed by duly authorized officers, all on the day and year first set forth above.

Countersigned:

CITY OF _____, FLORIDA

Mayor-Commissioner

By: _____
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Attest:

City Clerk

MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor or Mayor's Designee

ATTEST:

CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE FLORIDA MEMORANDUM OF UNDERSTANDING WITH THE STATE OF FLORIDA AND OTHER PARTICIPATING LOCAL GOVERNMENT UNITS FOR THE ALLOCATION AND USE OF OPIOID SETTLEMENT FUNDS TO ABATE AND RESOLVE THE OPIOID EPIDEMIC; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Miami Springs (the "City") has suffered harm from the opioid epidemic; and

WHEREAS, the City recognizes that the entire State of Florida has suffered harm as a result of the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida municipalities and counties have also filed an action In Re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation"); and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the "MOU") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the MOU will be entered into at a future date; and

WHEREAS, participation in the MOU by a large majority of Florida municipalities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the MOU will reduce funds available to the State, the City, and other Florida local governments; and

WHEREAS, the City finds that participation in the MOU is in the best interest of the City and its citizens in that such plan ensures that almost all of the settlement funds

will be allocated to abate and resolve the opioid epidemic and that every municipality and county receives funds for the harms suffered due to the opioid epidemic; 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 MOU, in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the City Manager is hereby authorized to execute the MOU, in substantially the form attached hereto as Exhibit "A," and any required or related agreements, amendments, or documents which are required to implement the purposes of this Resolution and the MOU, subject to the approval of the City Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the City Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution and the MOU.

Section 5. Transmittal. That the City Council hereby directs the City Clerk to transmit a copy of this Resolution to the Florida Attorney General Ashley Moody, the Florida League of Cities, and the Miami-Dade County League of Cities.

Section 6. 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 10th day of January, 2022.

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

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based “best practices”;

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties’ agreements, enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties’ agreements.

A. Definitions

As used in this MOU:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Municipalities” shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular “Municipality” shall refer to a singular of the Municipalities.

6. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

7. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. “Parties” shall mean the State and Local Governments. The singular word “Party” shall mean either the State or Local Governments.

11. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. “Pharmaceutical Supply Chain” shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>

15. “Qualified County” shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. “SAMHSA” shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. “State” shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) (“Order”). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services (“Core Strategies”). The State is trying to obtain the United States’ agreement to limit or reduce the United States’ ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

- (a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.
- (b) Regional Fund- The regional fund will be subdivided into two parts.
 - (i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.
 - (ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.
 - (iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.
- (c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.
- (d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter “Taskforce” or “Council”) to advise the Governor, the Legislature, Florida’s Department of Children and Families (“DCF”), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

- (a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.
- (b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.
- (c) Appointments State -
 - (i) The Governor shall appoint two Members.
 - (ii) The Speaker of the House shall appoint one Member.
 - (iii) The Senate President shall appoint one Member.
 - (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a two-year term.

- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.
- (i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs-** The State may take no more than a 5% administrative fee from the State Fund (“Administrative Costs”) and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

- (a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.
- (b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

- (c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the

first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

- (d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the “Court”). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

- (e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government’s share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein

with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

RESOLUTION NO. 2021 –

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE THE STATE FOR THE COST OF THE STATE ATTORNEY PROSECUTION OF CERTAIN CRIMINAL VIOLATIONS OF THE CITY CODE OF ORDINANCES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) Council finds that it is necessary to enforce and prosecute violations of the City’s Code of Ordinances (“Code”) in order to maintain and improve the health, safety, and welfare of the City’s community; and

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute violations of municipal ordinances that are punishable by incarceration if the prosecution is ancillary to a State prosecution or if the State Attorney has contracted with the municipality for reimbursement; and

WHEREAS, the City Council desires to enter into an agreement with the State of Florida, Office of the State Attorney for the Eleventh Judicial Circuit of Florida (the “State Attorney”) for the purpose of reimbursing the State Attorney for the cost of the State Attorney prosecuting certain criminal violations of the City Code, as set forth in Exhibit “A” attached hereto (the “Agreement”); and

WHEREAS, the City Council finds that this Resolution will promote the health, safety, welfare 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 State Attorney.

Section 3. Authorization. The City Council hereby authorizes the City Manager to execute the Agreement and any renewals thereof, in substantially the form attached

hereto as Exhibit "A," subject to the approval of the City Attorney as to form, content, and legal sufficiency.

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

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

Vice Mayor (VACANT)	_____
Councilman Bob Best	_____
Councilman Walter Fajet	_____
Councilwoman Maria Puente Mitchell	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED this ___ day of _____, 2021.

BILLY BAIN, MAYOR

ATTEST:

ERIKA GONZALEZ-SANTAMARIA, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

**AGREEMENT BETWEEN THE CITY OF MIAMI SPRINGS
AND THE STATE OF FLORIDA, OFFICE OF THE STATE
ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT
OF FLORIDA TO REIMBURSE THE STATE FOR THE
COST OF STATE ATTORNEY PROSECUTION OF
CERTAIN CRIMINAL VIOLATIONS OF THE CITY OF
MIAMI SPRINGS CODE OF ORDINANCES**

This agreement (“Agreement”) is entered into this ____ day of _____, 2021, by and between the City of Miami Springs, a municipal corporation of the State of Florida (hereinafter referred to as the “City”) and the Office of the State Attorney for the Eleventh Judicial Circuit of Florida (hereinafter referred to as “State Attorney”).

WHEREAS, the City finds that in order to maintain and improve the health, safety, and welfare of this community, it is necessary to adequately enforce and prosecute violations of the City’s Code of Ordinances (“Municipal Code”); and

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the City for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
Services

The State Attorney agrees to prosecute Municipal Code violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The City agrees to remit, subject to the terms outlined in Article III of this Agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code for the period of October 1, 2020 through September 30, 2021. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in

this Agreement. This Agreement does not commit the City to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration. This Agreement specifically does not authorize the State to handle appeals of municipal ordinances on constitutional grounds, which shall remain the responsibility of the City as the municipality that passed the ordinance.

ARTICLE II
Term; Amendment

This Agreement shall expire on September 30, 2021, unless terminated earlier pursuant to Article VII of this Agreement. Under no circumstances shall the City be liable to continue or extend this Agreement beyond this date. The City may extend the term of this Agreement for up to five (5) one (1) year periods by written notification to the State Attorney.

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

ARTICLE III
Payment Schedule

The City agrees to reimburse the State Attorney on an hourly basis for services rendered at a rate of Fifty dollars (\$50) per hour. On a quarterly basis, the State Attorney shall provide the City with an invoice including, but not limited to, the hours of services rendered, number of cases prosecuted as set forth in this Agreement, and the total amount due for payment for the previous month. The City shall remit each payment within ten (10) days after receiving said invoice from the State Attorney.

ARTICLE IV
Responsibilities

The City does not delegate any of its responsibilities or powers to the State Attorney other than those enumerated in this Agreement. The State Attorney does not delegate any of its responsibilities or powers to the City other than those enumerated in this Agreement.

ARTICLE V
Reporting

All required reports shall be submitted to: City of Miami Springs, Attn: William Alonso, City Manager, 201 Westward Drive, Miami Springs, FL 33166, with a copy via email to alonsow@miamisprings-fl.gov.

ARTICLE VI
Indemnification

It is expressly understood and intended that the State Attorney is only a recipient of the reimbursements paid by the City and is not an agent of the City. The respective parties agree, subject to the provisions of Chapter 768.28 (17), Florida Statutes, that they will hold each other harmless from any claims arising from this Agreement.

ARTICLE VII
Termination; Notice

Either party may terminate this agreement at any time with or without cause by furnishing written notice to the other party with no less than ninety (90) days notice.

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 following addresses:

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

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

For the State Attorney: State Attorneys Office, 11th Circuit
Office of the State Attorney
c/o Don L. Horn
Chief Assistant State Attorney for Administration
1350 NW 12 Avenue
Miami, FL 33136-2102

ARTICLE VIII
Service Charges

This Agreement is contingent upon all City funding provided, and any interest earned thereon, not being subject to any State service charges or administrative assessments.

ARTICLE IX
Non-Discrimination

The State Attorney agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990, Title VI and VII, Civil Rights Act of 1964 (42 USC 200d, e) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to employees or applicants for employment and it is expressly understood that upon receipt of evidence of discrimination, the City shall have the right to terminate this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

THE CITY OF MIAMI SPRINGS:

By: _____
Erika Gonzalez, City Clerk

By: _____
William Alonso, City Manager

Approved as to form and legal sufficiency:

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

ATTEST

STATE ATTORNEY'S OFFICE
ELEVENTH JUDICIAL CIRCUIT

By: _____

By: _____
Don L. Horn
Chief Assistant State Attorney for
Administration