



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Maria Puente Mitchell

**Vice Mayor Walter Fajet, Ph. D.
Councilwoman Jacky Bravo**

**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, April 11, 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 Bob Best
Pledge of Allegiance: Girl Scouts Troop 1857 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 Maria Hernandez-Peraza in Recognition of Five Years and Ten Months of Dedicated Service to the City of Miami Springs (Postponed/Deferred)
 - B) Presentation of a proclamation to Milam Family recognizing their contributions to the community
 - C) Yard of the Month Award for April 2022 – 249 Hammond Drive – The Stewart Family
 - D) Presentation by Lily Azel and Charlie Bibb on Pickle Ball at the Tennis Courts
 - E) City Hall Lobby Artist of the Month – April 2022 – Four Miami Girls
- 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) March 28, 2022 – Regular Meeting
- B) March 30, 2022 – Board of Appeals

7. Reports from Boards & Commissions: None.

8. Public Hearings: None.

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

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Interlocal Agreement Between Miami-Dade County And The Co-Permitees Named In The National Pollutant Discharge Elimination System (NPDES) Permit No. Fls000003 For Pollution Identification And Control Services In Municipal Separate Storm Sewer Systems (Ms4s); Providing For Authorization; And Providing For An Effective Date

10. Old Business: None.

11. New Business:

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A Contract And Contract Addendum With Fireworks Displays Unlimited, LLC/Fireworks Displays Unlimited, Inc. For The City's 2022 Fourth Of July Fireworks Display In An Amount Not To Exceed \$18,500.00; Waiving Competitive Bidding Procedures; Providing For Authorization; And Providing For An Effective Date *(Note: Item requires 4/5 vote of Council)*

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Interlocal Agreement With The Village Of Virginia Gardens Related To Shared Transportation Services; Providing For Authorization; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Invoking The Zoning In Progress Or Pending Ordinance Doctrine For The Adoption Of Amendments To The City's Land Development Regulations Pertaining To Murals; Providing For Authorization; And Providing For An Effective Date *(Resolution Forthcoming)*

D) Recommendation by Recreation that Council approve an increase of \$9,000.00 to the City's current open purchase order with Miami Springs Little League to reimburse Miami Springs Little League for baseball umpires fees relating to the shared baseball program, for a total amount no to exceed \$22,500.00.

12. Other Business:

A) Reappointment of Board Member Lynne Brooks to the Parks and Parkways Advisory Board

B) Request by Girl Scout Troop Leader Jamell Perez for Girl Scout Troop 1857 donation toward a summer camp trip

13. Reports & Recommendations:

- A) City Attorney
- B) City Manager
- C) City Council

14. Adjourn



CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:
Monday, April 11, 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/UC2at9KNngUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

CALL IN TO THE PUBLIC MEETING

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

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

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

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 RECOGNITION

Presented to

The Stewart Family

Of

249 Hammond Drive

for their home being designated as

***“YARD OF THE MONTH”
April, 2022***

Presented this 11th day of April, 2022.

CITY OF MIAMI SPRINGS, FLORIDA

Maria Puente Mitchell
Mayor

ATTEST:

Erika Gonzalez, MMC
City Clerk



ARTIST BIO

Carmen Spangenberg is a multifaceted artist whose life intertwines with art. Although, she was formally trained on the traditional academic figurative styles of art, her artwork is very contemporary, conceptual, and allegoric. She has a master's in Art Education from Florida International University. Her work is humanistic, trying to capture the essence of Being from the psychological point of view, by observing the environment and human interactions and combining non-traditional materials like recycle materials, found objects, with traditional ones such clay and metal casts, to create art pieces that are timeless. She feels at easy sculpting a clay portraiture, as well as storytelling the intricacies Woman-Being through pewter castings and found objects. A Brazilian born artist, Carmen has been active in her chosen community, Miami Springs, since 1987, when she became a member of the former Junior Women's Club and created the Miami Springs Bicycle Path logo design (used in T-shirts and bumper stickers to promote the project). Upon her retirement from Miami-Dade County Public Schools, Carmen is busy sculpturing and producing art.



Edith Lozano was born and raised in Monterrey, Mexico, moved to South Florida in 1991. She got a MSW from Barry University, after graduating she has worked as a psychotherapist in private practice.

For a long time she has been interested in painting and drawing. She took classes in Mexico, Puerto Rico, Miami and currently in PembrokePines.

She is so glad to share some of her paintings with this beautiful community of Miami Springs.

ARTIST BIO



Marcia de Mello Bueno is a celebrated crafter, decorator, and merchandiser known for her impressive seasonal displays for malls and private homes. Brazil's most prestigious design and architecture publications and shows featured her work in the span of her 25-year career.

On view are photographs inspired by the act of pausing to recognize beauty in everyday rituals.

In addition to photos, Marcia also created cheerful spring arrangements for this exhibit.

Marcia lives with her husband in Miami.



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, March 28, 2022 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 Haydee Sera

Recreation Director Omar Luna

2. **Invocation:** Offered by Councilman Victor Vazquez
Pledge of Allegiance: Audience participated in leading the pledge.

3. **Agenda / Order of Business:**

Mayor Mitchell requested that Items 4C, 4D and 4G be moved up in the agenda, after Item 4A for consideration, the City Council gave general consensus to consider the items as requested.

4. **Awards & Presentations:**

A) Post Session Presentation by State Representative Bryan Avila; State Representative Alex Rizo and Senator Manny Diaz

Mayor Mitchell introduced Representative Avila and extended a warm welcome to the Representative and staff. Representative Avila expressed a list of State funded projects for the City of Miami Springs. He stated that he is proud to serve the City and looks forward to serving in some capacity in the future and doing more for the community. Representative Rizo took a moment to introduce himself and stated that he will be running for Representative Avila's seat in the upcoming election.

B) Presentation of Certificate of Sincere Appreciation Plaque to Maria Hernandez-Peraza in Recognition of Five Years and Ten Months of Dedicated Service to the City of Miami Springs (Postponed/Deferred)

This item will be heard at the April 11th Council Meeting.

C) Presentation of a proclamation to Milam Family recognizing their contributions to the community

This item will be heard at the April 11th Council Meeting.

D) Proclamation presentation to the Miami Springs Procurement Department for “Public Procurement Month” for the month of March 2022, for the delivery of goods and services for the City

Mayor Mitchell read the proclamation for Procurement Month, Ms. Zuzell Murguido was present to receive the award.

E) Introduction of Judge Meisha Darrough, who is a recently appointed (2019) County Court Judge

Mayor Mitchell welcomed the Honorable Judge Darrough, who then thanked the City Council for the opportunity to be a part of the meeting, she stated how much she has enjoyed being a part of the judicial system and looks forward to future visits to the community.

5. Open Forum: The following members of the public addressed the City Council: Jorge Santin; and Livio Dominguez.

6. Approval of Council Minutes:

A) March 14, 2022 – Regular Meeting

Councilman Best moved to approve the minutes of the March 14, 2022 Regular Meeting. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Best, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

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

8. Public Hearings: None at this time.

9. Consent Agenda: (Funded and/or Budgeted): None at this time.

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 The Purchase Of Cloud Hosting Services From RecTrac, LLC D/B/A Vermont Systems In An Amount Not To Exceed \$20,250.00 Over A Three Year Period; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date

Assistant City Manager Tammy Romero read the Resolution by title.

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

B) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Establishing Rates For Collection Of Garbage, Trash And Recycling For Residential And Commercial Customers Effective October 1, 2022; Providing For Implementation; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

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

C) Recommendation by Recreation that Council approve an increase of \$2,500.00 to the City's current open purchase order with the Village of Virginia Gardens to reimburse the Village of Virginia Gardens for soccer referee fees relating to the shared soccer program, for a total amount not to exceed \$14,500.00

Assistant City Manager Tammy Romero read the recommendation by title.

Councilman Vazquez moved to approve the recommendation 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.

12. Other Business:

A) Request for discussion by Mayor Mitchell regarding reducing use of polystyrene (styrofoam) containers in City and other sustainability initiatives

Mayor Mitchell requested that the City Council consider a resolution encouraging businesses to participate in limiting the use of single use plastics to support the environmental resiliency initiative. The City Council gave general consensus on the

item. She also requested that the City look into an awareness campaign through the City website and Social Media on this initiative.

B) Request by Troop 334 Scoutmaster James Fulton for a City contribution towards Camp Powhatan tuition in the amount of \$550

This item was heard earlier in the meeting. Scout Leader Victor Vinzio addressed the City Council on behalf of Scout Master James Fulton who was unable to attend. Councilman Vazquez moved to approve the request. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Best, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera updated the City Council on the FactoryTown lawsuit.

B) City Manager

City Manager William Alonso had no report at this time. Assistant City Manager Tammy Romero 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 thanked the City Attorney on the FactoryTown issue. She stated that at some point she would like to bring Recreation Director Omar Luna to discuss additional outdoor accessible recreational activities for residents. She also stated it is nice to have the option to use Resolutions for intent and encouraging purposes and a great tool to have for a variety of things. She reminded the public it is duckling season, to not feed the ducks. She thanked Representative Avila for all his time and efforts of service to the community, she said it is very admirable to see him committed to his job and the City.

Councilman Best had no report at this time.

Councilman Fajet inquired if the Recreation Center will be closed and when the improvements for the Golf Course are to commence. He thanked staff on posting the citations online for information purposes.

Councilman Vazquez thanked the City Attorney for their hard work on the FactoryTown issue. He stated that there are numerous AirBnb's and is happy that the City is on top of them on becoming compliant to the rules and regulations. He stated that at a later date he will bring up Golf Carts within the City for Council consideration. He thanked the Honorable Judge Darrough for attending the meeting.

Mayor Mitchell thanked Honorable Judge Darrough for introducing herself to the community. She thanked Representative Avila and Senator Diaz for the support on the City's projects and funding. She also thanked Representative Rizo as well for his support to the community. Mayor Mitchell thanked the City Attorney for all their work on the FactoryTown issue.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 9:40 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 11th day of April, 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.



City of Miami Springs, Florida

The Miami Springs **City Council** met in special session, Wednesday, March 30, 2022 and during the meeting sat as the **Board of Appeals**. The meetings were held in the Council Chambers at City Hall, beginning at 7:00 p.m. On **ROLL CALL** the following were present:

1) CALL TO ORDER AND ROLL CALL

The meeting was called to order at 7:05 p.m.

The following were present:

- Mayor Maria Puente Mitchell
- Vice Mayor Jacky Bravo
- Councilman Bob Best
- Councilman Walter Fajet, Ph.D.
- Councilman Victor Vazquez, Ph.D.

Also Present:

- City Manager/Finance Director William Alonso
- City Clerk Erika Gonzalez-Santamaria
- City Attorney Haydee Sera
- City Attorney Jose Arango
- City Attorney Alex Uribe

Sitting as the **Board of Appeals**, Council took the following actions:

2) SWEARING IN OF WITNESSES

City Clerk Erika Gonzalez swore-in members of the audience providing testimony on the case.

3) NEW BUSINESS

A) CASE # 01-V-22
PETITIONER: UTD (UNITED TEACHERS OF DADE) BUILDING CORPORATION
ADDRESS: 5553 NW 36 STREET
ZONING: NW 36 STREET
LOT SIZE: 13,500 SQ. FT

THE PETITIONER IS APPEALING AN ADMINISTRATIVE DETERMINATION THAT THE BUILDING AT 5553 NW 36TH STREET IS IN VIOLATION OF SECTION 93-51(C)(4) OF

THE CITY OF MIAMI SPRINGS CODE OF ORDINANCES.

City Attorney Haydee Sera explained the process to the City Council and Petitioner.

Mr. Javier Fernandez, of Sanchez-Medina, Gonzalez, Quesada, Lage, Gomez & Machado LLP representing the petitioner, presented his case to Council. Former Councilwoman Mara Zapata addressed the City Council as part of their testimony.

City Attorney Alex Uribe and Jose Arango later presented the case to the City Council.

City Attorney Haydee Sera addressed the Council the options on the table for consideration, she stated the City Council may affirm the City Planner's interpretation of the Code that states that murals are not allowed and uphold the City Planner's denial, the Council may disaffirm the interpretation and recommendation, or to continue the hearing and work with the Petitioner on a mutual compromise or settlement on the mural.

Discussion ensued among the City Council, Councilman Best made a motion to continue the hearing and work with the UTD for a solution. Councilman Vazquez seconded the motion, discussion continued and Councilman Best withdrew his motion.

Councilman Best made a motion to not affirm (disaffirm) the decision made by the City Planner. Councilman Vazquez seconded the motion which was carried 3-2 on roll call vote. The vote was as follows: Councilman Best, Councilman Fajet, Councilman Vazquez voting Yes; Mayor Mitchell and Vice Mayor Bravo voting no.

4) OTHER BUSINESS

None.

5) ADJOURNMENT

There was no additional business to be considered by the Council sitting as the Board of Appeals and the meeting was adjourned at 9:25 p.m..

Respectfully submitted,

Erika Gonzalez-Santamaria, CMC
City Clerk

Approved as _____ during meeting of: _____

RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CO-PERMITTEES NAMED IN THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT NO. FLS000003 FOR POLLUTION IDENTIFICATION AND CONTROL SERVICES IN MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4S); PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 403.0885, Florida Statutes, on June 21, 2011, the Florida Department of Environmental Protection issued National Pollutant Discharge Elimination System (“NPDES”) Permit No. FLS000003 (“Permit”) to Miami-Dade County (the “County”) and the co-permittees named in the NPDES Permit (the “Co-permittees”); and

WHEREAS, as one of the Co-permittees, the City of Miami Springs (the “City”) is required to comply with the requirements of the NPDES Permit, including the performance of monitoring and sampling activities relating to the City’s stormwater system; and

WHEREAS, the County has proposed entering into an interlocal agreement with NPDES Permit co-permittees, including the City, to provide pollutant discharge identification and control services for Municipal Separate Storm Sewer Systems (MS4s) located in the County (the “Interlocal Agreement”); and

WHEREAS, the City’s cost share under the Interlocal Agreement, which is based on the number of outfalls attributable to the City, would be \$2,429.00 per year, for a total amount of \$12,145.00 over the Interlocal Agreement’s five-year term; and

WHEREAS, the City Council finds that it is in the best interest of the City to adopt this Resolution and approve the Interlocal Agreement with the County and the Co-permittees, in substantially the form attached hereto as Exhibit “A,” in order to comply with NPDES Permit conditions.

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 approves the Interlocal Agreement with the County and the Co-permitees, in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the City Manager is authorized to execute the Interlocal Agreement together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, and to take any action that is reasonably necessary to implement the purpose of the Interlocal Agreement and this Resolution. The City Manager is further authorized to expend budgeted funds in the total amount of \$12,145.00 over a five-year period for the purpose of implementing the Interlocal Agreement and 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 Dr. Walter Fajet	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 11th day of April, 2022.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

Exhibit A

**Interlocal Agreement between
Miami-Dade County and Co-Permittees named in
National Pollutant Discharge Elimination System Permit No. FLS000003**

INTERLOCAL AGREEMENT BETWEEN CO-PERMITTEES NAMED IN NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. FLS000003 AND MIAMI-DADE COUNTY PROVIDING FOR PERFORMANCE OF PROFESSIONAL SERVICES BY MIAMI-DADE COUNTY, AND ALSO BETWEEN ALL CO-PERMITTEES PROVIDING FOR IDENTIFICATION AND CONTROL OF POLLUTANT DISCHARGES IN SHARED MUNICIPAL SEPARATE STORM SEWER SYSTEMS

This Interlocal Agreement ("Agreement") is made and entered into by, and between, **CO-PERMITTEES** named in Florida Department of Environmental Protection Permit Number FLS000003, Authorization to Discharge under the National Pollutant Discharge Elimination System. This Agreement provides for identification and control of discharges from any and all Municipal Separate Storm Sewer Systems (MS4s) that may be shared by any of the parties to this Agreement, as required by the State of Florida Department of Environmental Protection (hereinafter referred to as DEP) pursuant to Section 403.0885, Florida Statutes, and DEP Rule 62-624, Florida Administrative Code, and the Environmental Protection Agency (hereinafter referred to as the "EPA") National Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") Permit Regulations for Storm Water Discharges Final Rule (hereinafter referred to as "NPDES Final Rule"). This Agreement further provides for the professional services required to accomplish the tasks set forth in the NPDES Final Rule and the NPDES MS4 Operating Permit that may be initiated and performed by Miami-Dade County on behalf of both the **CO-PERMITTEES** and **MIAMI-DADE COUNTY**.

Section I
Definitions

For purposes of this Agreement, the following terms shall apply:

AGREEMENT shall mean this document, including any written amendments thereto, and other written documents or parts thereof which are expressly incorporated herein by reference.

CO-PERMITTEE or CO-PERMITTEES shall mean the following municipalities and agencies named in NPDES Permit No. FLS000003 as **CO-PERMITTEES**: City of Aventura, Bal Harbour Village, Town of Bay Harbor Islands, City of Coral Gables, Town of Cutler Bay, City of Doral, Village of El Portal, Town of Golden Beach, City of Hialeah Gardens, City of Homestead, Indian Creek Village, Village of Key Biscayne, Town of Medley, City of Miami Beach, City of Miami Gardens, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, Town of Surfside, Village of Virginia Gardens, City of West Miami, Florida Department of Transportation District Six (FDOT District Six), , Miami-Dade Expressway Authority (MDX), and Miami-Dade County. For the purposes of this Interlocal Agreement, Florida Department of Transportation Turnpike Enterprise (FDOT Turnpike Enterprise) is not included in this definition of CO-PERMITTEE or CO-PERMITTEES.

COUNTY shall mean Miami-Dade County

FORCE MAJEURE shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement.

MS4 shall mean municipal separate storm sewer system, as set forth in 40C.F.R.122.26.

In all other instances, terms used in this Agreement shall have the definitions contained in the EPA NPDES Final Rule 40 CFR Parts 122, 123 and 124.

Section II
Term of Agreement

This Agreement shall become effective, and supersede the current interlocal agreement, on October 1, 2022, and expire on September 30, 2027.

Section III
Scope of Work

The parties hereto agree that the DEP is requiring, as part of the NPDES MS4 Operating Permit, the sampling, monitoring, and analysis of a variety of storm sewer systems throughout Miami-Dade County. The parties hereby agree that the historical water monitoring annual costs (Activity 1) and Pollutant Loading Calculations and/or other required tasks related to Impaired Waters Rule (IWR) monitoring and analyses costs (Activity 2) attributable to this operating permit shall be shared by all **CO-PERMITTEES**, and the costs shall be based on a percentage rate obtained by dividing the number of outfalls of each **CO-PERMITTEE** by the total number of outfalls of all **CO-PERMITTEES** in accordance with Attachment A of this Agreement.

Furthermore, 40 CFR 122.26(d)(2)(i)(D) requires control of pollutants through interlocal agreements, making each NPDES **CO-PERMITTEE** responsible for discharges from their MS4 to the MS4 of another NPDES **CO-PERMITTEE** or to the waters of the United States. This Agreement sets forth the agreement of the **CO-PERMITTEES** and the **COUNTY** and between all of the **CO-PERMITTEES** with respect to shared responsibilities in the identification and control of discharges from one MS4 to another.

Section IV
COUNTY's Obligations

1. **Compliance with NPDES MS4 Operating Permit** The **COUNTY** shall perform monitoring and sampling activities as required in Miami-Dade County's NPDES MS4 Operating Permit.
2. **Permits** The **COUNTY** shall obtain all applicable federal, state and local permits and approvals (with the exception of permits and approvals required by **CO-PERMITTEES**, if any, which shall be obtained by the respective **CO-PERMITTEE**), which are required to perform activities under the NPDES MS4 Operating Permit.
3. **Report** The **COUNTY** shall provide the **CO-PERMITTEES** with a report, on an annual basis, with the results of the monitoring and sampling activities required under the NPDES Operating Permit.
4. **Notice of COUNTY Meeting** The **COUNTY** shall provide the **CO-PERMITTEES** with oral or written notice of all regular meetings held by **COUNTY** staff for the purpose of reviewing the compliance status with the NPDES MS4 Operating Permit.

Section V
CO-PERMITTEES' Obligations

1. **Prevention of Theft of COUNTY Equipment** The **CO-PERMITTEES** shall take reasonable steps to prevent theft or vandalism of **COUNTY** equipment located within the **CO-PERMITTEE'S** geographic boundary. The **CO-PERMITTEES** agree that such equipment may be placed within each **CO-PERMITTEE'S** geographic boundary for extended periods of time, as necessary to complete the sampling and monitoring tasks contemplated by this Agreement and the NPDES MS4 Operating Permit.
2. **Compensation** Each **CO-PERMITTEE** will reimburse the **COUNTY** for costs of activities performed over the preceding fiscal year in accordance with Attachment "A", and as specified in the Execution in Counterparts form for that fiscal year. The **COUNTY** will bill each **CO-PERMITTEE** annually, within six (6) months after the end of the fiscal year, for actual amounts expended during the prior fiscal year. Payment by the **CO-PERMITTEE** is to be made not later than forty-five (45) days after the bill presentation. Failure to pay the agreed-upon costs to the **COUNTY** in accordance with this Agreement shall be deemed default by the **CO-PERMITTEE** that fails to pay pursuant to this Agreement. The expenditures for the final fiscal year that this Agreement is valid will be invoiced by the **COUNTY** and paid by the **CO-PERMITTEES** during the following fiscal year.
3. **Access** The **CO-PERMITTEES** shall provide the **COUNTY** with reasonable access at all times as necessary to perform the sampling and monitoring required by this Agreement of any storm sewer systems which may be located within the **CO-PERMITTEE'S** geographic boundary.

Section VI
Indemnification

Each **CO-PERMITTEE** shall indemnify 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 **CO-PERMITTEE** or its employees, agents, servants, partners, principals or subcontractors. Each **CO-PERMITTEE** shall pay all claims and losses in connection therewith and shall investigate and 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, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent of and within the limitations of Section 768.28 Fla Stat., and subject to the provisions of that Statute whereby the **CO-PERMITTEE** shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the **CO-PERMITTEE** arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the **CO-PERMITTEE**. Provided further that any **CO-PERMITTEE's** liability hereunder shall be based on that **CO-PERMITTEE's** performance of this Agreement only, and no **CO-PERMITTEE** shall be liable for indemnification based on another **CO-PERMITTEE's** performance of this Agreement.

Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes or shall be construed as impacting or modifying the protections set forth therein.

Section VII
County Event of Default

Without limitation, the failure by the COUNTY to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "COUNTY event of Default".

If a COUNTY event of default should occur, the CO-PERMITTEE shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to COUNTY hereunder are terminated, effective upon such date as is designated by the CO-PERMITTEE;
2. Any and all rights provided under federal laws and the laws of the State of Florida.

Section VIII
Co-Permittee Event of Default

Without limitation, the failure by the CO-PERMITTEE to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by Force Majeure, shall constitute a "CO-PERMITTEE Event of Default".

If a CO-PERMITTEE Event of Default should occur, the COUNTY shall have all of the following rights and remedies which it may exercise singularly or in combination:

1. The right to declare that this Agreement together with all rights granted to CO-PERMITTEE hereunder are terminated, effective upon such date as is designated by the COUNTY;
2. Any and all rights provided under federal laws and the laws of the State of Florida.

Section IX
General Provisions

1. **Authorization to Represent the CO-PERMITTEE in NPDES MS4 Operating Permit** Each CO-PERMITTEE hereby authorizes the COUNTY to act on its behalf only with respect to: the activities under this Agreement; and compliance with requirements of those monitoring, sampling, BMP, and BMAP portions under the NPDES MS4 Operating Permit.
2. **Attendance at COUNTY Permit Review Meetings.** The CO-PERMITTEES may, but are not required to, attend any or all regular meetings held by COUNTY staff for the purpose of reviewing the status of the NPDES MS4 Operating Permit.
3. **Responsibility for Discharges** The CO-PERMITTEES shall each be responsible for the control, investigation of and remedial activities relating to discharges of pollutants from within their respective MS4 or boundaries to the municipal separate storm sewer system of another NPDES MS4 CO-PERMITTEE, pursuant to the requirements of 40CFR 122.26(d)(2)(i)(D).
4. **Identification of Discharges** Both the CO-PERMITTEE whose stormwater system generates a pollutant discharge that impacts another CO-PERMITTEE'S system and the impacted CO-PERMITTEE agree to cooperate by providing the staff and equipment necessary to identify the source

of pollutant discharges emanating from the separate storm sewer system of one **CO-PERMITTEE** to the separate storm sewer system of another **CO-PERMITTEE**.

5. **Notification** When pollutant discharges to a shared separate storm sewer system are discovered, the **CO-PERMITTEES**, or **COUNTY**, or any of the foregoing, as applicable, which are the source of the discharge(s) agree to report said discharges to the other affected parties sharing the particular MS4. The **COUNTY** shall assist, as needed, in any investigation and identification of a source of the discharge. If the **COUNTY** discovers a discharge in the separate storm sewer system of a **CO-PERMITTEE** or the **COUNTY**, the **COUNTY** will investigate the source of the discharge and report its findings to the affected NPDES **CO-PERMITTEES**. When an investigation specifically identifies a NPDES **CO-PERMITTEE** as the source of a pollutant discharge, then that **CO-PERMITTEE** shall be responsible for ceasing the discharge and remediating the effects of the discharge by restoring the affected MS4 in accordance with applicable standards.
6. **Dispute Resolution** When the parties sharing a MS4 cannot agree on the source of a discharge to their shared MS4, the State of Florida Department of Environmental Protection, Bureau of Watershed Management, shall be the final arbiter in determining jurisdiction and responsibility for cessation of discharge, remediation, and final resolution.
7. **Termination** Each party may terminate that particular party's participation in this Agreement without cause by providing sixty (60) days prior written notice of termination to the other parties to this Agreement. **CO-PERMITTEES** shall be entitled to reimbursement of monies paid to the **COUNTY** only in the event of termination without cause by the **COUNTY**, and the **CO-PERMITTEE** shall then be entitled to such reimbursement only to the extent that services providing information useful to the NPDES MS4 Permit have not been rendered by the **COUNTY**. Upon termination by any party, the NPDES MS4 Operating Permit status of that party shall be the sole responsibility of that party.

In the event of termination by a **CO-PERMITTEE**, that **CO-PERMITTEE** shall owe the **COUNTY** for all services rendered or performed by the **COUNTY**, including those which had not yet been invoiced or billed to the **CO-PERMITTEE**. Upon receiving invoice from the **COUNTY** for such services, the **CO-PERMITTEE** shall promptly pay the **COUNTY** in full, no later than thirty (30) days from receipt of invoice.

8. **Entire Agreement; Prior Agreements Superseded; Amendment to Agreement** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by the parties hereto or their representatives.
9. **Headings** Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.
10. **Notices and Approval** Notices and approvals required or contemplated by this Agreement shall be written and personally served or mailed, registered or certified United States mail, with return receipt requested, addressed to the parties listed in Section I of this Agreement.

11. **Performance by Parties** Except as otherwise provided in this Agreement, in the event of any dispute arising over the provisions of this Agreement, the parties shall proceed with the timely performance of their obligations during the pendency of any legal or other similar proceedings to resolve such dispute.
12. **Rights of Others** Nothing in the Agreement express or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.
13. **Time is of Essence** It is mutually agreed that time is of the essence in the performance of all terms and conditions to be met and performed pursuant to this Agreement.
14. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the United States. The **COUNTY** and the **CO-PERMITTEE** agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.
15. **Severability** The invalidity of one or more of the phrases, sentences, clauses, or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement, provided the material purposes of this Agreement can be determined and effectuated.
16. **Waiver** There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.
17. **Number of Outfalls** If requested, the **COUNTY** will review and adjust on an annual basis the number of outfalls of each **CO-PERMITTEE** during the month of March for each fiscal year the Agreement is in effect. Adjustments made, if any, will be in effect for the upcoming fiscal year, to recalculate each **CO-PERMITTEE'S** share of the total annual costs. **CO-PERMITTEES** may submit relevant outfall information to be included in the review during a two month period, from January 1st to February 28th of the year immediately preceding the start of the fiscal year of the intended changes. In the event of a change, an updated Attachment "A" shall be provided to **CO-PERMITTEES** annually by March 31st for budgetary purposes.
18. **Maximum Annual Costs** Each **CO-PERMITTEE'S** maximum (not to exceed) financial commitment under this Agreement is shown in Attachment "A". It should be noted that the **CO-PERMITTEE'S** cost share may change (+/-) based on any changes made to the Number of Outfalls during the annual reviews. Such changes shall be reflected in an updated Attachment "A". Actual annual expenditures invoiced by the **COUNTY** for water quality monitoring and related activities, IWR, and Pollutant Loading Calculation activities performed, will not exceed the **CO-PERMITTEE'S** total annual cost shown in Attachment "A" for that fiscal year.

Execution in Counterparts

This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The FDOT District Six will execute a separate agreement with Miami-Dade County, which is similar in scope and intent to this Agreement, due to State of Florida requirements.

IN WITNESS WHEREOF,

_____, FLORIDA,

by its Commission / Council attest, that this Agreement be executed in its name by the Manager / Mayor or designee, attested by the Clerk or Legal Representative.

Co-Permittee selection of Activities detailed in Attachment "A":

Activity 1 (Water Monitoring and Annual Analyses Report)

- By signing this Agreement, we agree to participate and be invoiced for this Activity.

Activity 2 (Pollutant Loading Calculations or other NPDES Permit-required Task)

- Yes, we wish to participate
- No, but we reserve the right to request participation in subsequent fiscal years

The Co-Permittee selections shown above remain in effect for the duration of the Agreement unless otherwise modified by the Co-Permittee. Each Co-Permittee may elect to modify their selections shown above every fiscal year the Agreement remains in place, and any such modifications shall only apply prospectively to work that has not yet been performed.

Name of Manager / Mayor (print)

Signature Date

Name of Clerk / Legal Representative (print)

Signature Date

Execution in Counterparts

This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached.

MIAMI-DADE COUNTY
Stephen P. Clark Center
111 N.W. 1 Street
Miami, FL 33128

Mayor or Mayor's Designee Date

HARVEY RUVIN, CLERK
Attest:

Deputy Clerk Date

ATTACHMENT "A"

**Miami-Dade County Co-Permittees NPDES Interlocal Agreement
Water Monitoring Annual Estimated Costs
Fiscal Year 2023 to 2026**

	Municipality/Agency	Number of Outfalls	Percent of Total Outfalls	Activity 1	Activity 2	Activity 1+2
				Historical Monitoring and Analyses	Pollutant Loading or Other Permit Requirements	Co-Permittee Annual Cost (not-to-exceed)
1	Aventura, City of	175	2.10	\$13,646	\$2,099	\$15,745
2	Bal Harbour Village	10	0.12	\$780	\$120	\$900
3	Bay Harbor Islands, Town of	58	0.70	\$4,523	\$696	\$5,218
4	Coral Gables, City of	113	1.36	\$8,811	\$1,356	\$10,167
5	Cutler Bay, Town of	194	2.33	\$15,127	\$2,327	\$17,454
6	Doral, City of	368	4.41	\$28,695	\$4,415	\$33,109
7	El Portal, Village of	11	0.13	\$858	\$132	\$990
8	Golden Beach, Town of	12	0.14	\$936	\$144	\$1,080
9	Hialeah Gardens, City of	12	0.14	\$936	\$144	\$1,080
10	Homestead, City of	182	2.18	\$14,191	\$2,183	\$16,375
11	Indian Creek Village	33	0.40	\$2,573	\$396	\$2,969
12	Key Biscayne, Village of	36	0.43	\$2,807	\$432	\$3,239
13	Medley, Town of	45	0.54	\$3,509	\$540	\$4,049
14	Miami Beach, City of	312	3.74	\$24,328	\$3,743	\$28,071
15	Miami Gardens, City of	402	4.82	\$31,346	\$4,822	\$36,168
16	Miami Lakes, Town of	350	4.20	\$27,291	\$4,199	\$31,490
17	Miami Shores, Village of	34	0.41	\$2,651	\$408	\$3,059
18	Miami Springs, City of	27	0.32	\$2,105	\$324	\$2,429
19	North Bay Village, City of	71	0.85	\$5,536	\$852	\$6,388
20	North Miami Beach, City of	211	2.53	\$16,453	\$2,531	\$18,984
21	North Miami, City of	207	2.48	\$16,141	\$2,483	\$18,624
22	Opa-locka, City of	74	0.89	\$5,770	\$888	\$6,658
23	Palmetto Bay, Village of	106	1.27	\$8,265	\$1,272	\$9,537
24	Pinecrest, Village of	72	0.86	\$5,614	\$864	\$6,478
25	South Miami, City of	30	0.36	\$2,339	\$360	\$2,699
26	Sunny Isles Beach, City of	69	0.83	\$5,380	\$828	\$6,208
27	Surfside, Town of	11	0.13	\$858	\$132	\$990
28	¹ Virginia Gardens, Village of	5	0.06	\$390	\$60	\$450
29	¹ West Miami, City of	5	0.06	\$390	\$60	\$450
30	FDOT District VI	1,687	20.24	\$131,544	\$20,238	\$151,781
31	MDX	456	5.47	\$35,557	\$5,470	\$41,027
32	Unin. Miami-Dade County	2,958	35.48	\$230,650	\$35,485	\$266,135
	ANNUAL TOTALS (Not to Exceed)	8,336	100.00	\$650,000	\$100,000	\$750,000

NOTES:

¹ Co-Permittees with no outfalls have been assigned a value of 5 outfalls. Activity 1 fixed annual cost = \$390
 Activity 1 (mandatory) - Historical sampling, monitoring, lab analyses, and annual water monitoring report
 Activity 2 (optional) - Pollutant Loading Calculations or other tasks to satisfy required permit conditions

Execution in Counterparts

This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The FDOT District Six will execute a separate agreement with Miami-Dade County, which is similar in scope and intent to this Agreement, due to State of Florida requirements.

IN WITNESS WHEREOF,

_____, FLORIDA,

by its Commission / Council attest, that this Agreement be executed in its name by the Manager / Mayor or designee, attested by the Clerk or Legal Representative.

Co-Permittee selection of Activities detailed in Attachment "A":

Activity 1 (Water Monitoring and Annual Analyses Report)

- By signing this Agreement, we agree to participate and be invoiced for this Activity.

Activity 2 (Pollutant Loading Calculations or other NPDES Permit-required Task)

- Yes, we wish to participate
- No, but we reserve the right to request participation in subsequent fiscal years

The Co-Permittee selections shown above remain in effect for the duration of the Agreement unless otherwise modified by the Co-Permittee. Each Co-Permittee may elect to modify their selections shown above every fiscal year the Agreement remains in place, and any such modifications shall only apply prospectively to work that has not yet been performed.

Name of Manager / Mayor (print)

Signature Date

Name of Clerk / Legal Representative (print)

Signature Date



AGENDA MEMORANDUM

Meeting Date: 3/28/2022

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

Via: William Alonso, City Manager/Fin. Director

From: Omar L. Luna, Recreation Director

Subject: 4th of July Firework Display

Recommendation:

Recommendation by Recreation that Council waive the competitive bid process and approve an expenditure to Firepower Displays Unlimited, LLC, in the amount of \$18,500.00, for 4th of July Fireworks Display, as funds were approved in the FY 21/22 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code. **Requires 4/5 vote by Council.**

Discussion/Analysis:

Firepower Displays Unlimited, LLC. will provide the annual fireworks display for the 4th of July celebrations. They have provided the fireworks display to the City since 1997. This year there will be an increase from \$16,000.00 to \$18,500.00. VG has agreed to increase their contribution by \$1,000.00 for a total contribution of \$4,000.00, to assist with absorbing some of the increases. Firepower Displays Unlimited is one of only two local vendors and provides firework displays for several municipalities such as: City of Homestead, City of Marathon, City of Pembroke Pines, Town of Davie, City of Coral Gables and Florida City. Firepower works directly with Miami Dade County Fire Department on our behalf, which expedites the permitting process and inspections required.

Fiscal Impact (If applicable):

The Fireworks Display is already budgeted. The Village of Viginia Gardens will be also contrubuting \$4,000.00. The City of Miami Springs will be responsible for \$14,500.00

Submission Date and Time: 3/18/2022 9:32 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: Recreation Prepared by: Omar Luna Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dept. Head:  Procurement: _____ Asst. City Mgr.: _____ City Manager: _____ Attorney: _____	Dept./ Desc.: Recreation Department Account No. 001-5701-572.48-00 Additional Funding: N/A Amount previously approved: \$ 18,500 Current request: \$ _____ Total vendor amount: \$ 18,500

RESOLUTION NO. 2022- _____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A CONTRACT AND CONTRACT ADDENDUM WITH FIREWORKS DISPLAYS UNLIMITED, LLC/FIREWORKS DISPLAYS UNLIMITED, INC. FOR THE CITY'S 2022 FOURTH OF JULY FIREWORKS DISPLAY IN AN AMOUNT NOT TO EXCEED \$18,500.00; WAIVING COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 4, 2022, the City of Miami Springs (the "City") will host a Fourth of July event and the City wishes to utilize Fireworks Displays Unlimited, LLC/Fireworks Displays Unlimited, Inc. (the "Contractor") to provide the fireworks display (the "Service") at the event, as the Contractor has successfully performed the Service for several years and the City is pleased with the Contractor's performance; and

WHEREAS, the City wishes to exempt the Service from the requirement of Section 31-11(C)(1)(b) of the City's Code of Ordinances (the "Code") to obtain three written price quotations and waive competitive bidding as it finds that it is in the best interest of the City to continue utilizing the Contractor for the Service, as the City has done for several years; and

WHEREAS, the City desires to enter into the Contract and Contract Addendum for the Service attached hereto as Exhibit "A" (the "Contract" and "Contract Addendum"); and

WHEREAS, the City Council approves and authorizes the City Manager to execute the Contract and Contract Addendum on behalf of the City and expend budgeted funds in an amount not to exceed \$18,500.00, and take any and all actions necessary to implement the provisions of this Resolution; and

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

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

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval. The City Council hereby approves the Contract and Contract Addendum with the Contractor in substantially the form attached hereto as Exhibit "A."

Section 3. Waiver. The City Council hereby waives the requirement of Section 31-11(C)(1)(b) of the City’s Code to obtain three written price quotations and waives competitive bidding as it finds that it is in the best interest of the City to continue utilizing the Contractor for the Service.

Section 4. Authorization. The City Council hereby authorizes the City Manager to execute the Contract and Contract Addendum on behalf of the City in substantially the form attached hereto as Exhibit “A,” subject to approval by the City Attorney as to form, substance, and legality, and to expend budgeted funds in an amount not to exceed \$18,500.00. The City Council hereby further authorizes the City Manager to take any action which is reasonably necessary to implement the purpose of this Resolution.

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

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

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

PASSED AND ADOPTED this 11th day of April, 2022.

ATTEST:

MARIA PUENTE MITCHELL
MAYOR

ERIKA GONZALEZ, MMC
CITY CLERK

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

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

EXHIBIT A

**Contract and Contract Addendum
between
the City of Miami Springs
and
Fireworks Displays Unlimited, LLC,/Fireworks Displays Unlimited, Inc.
for July 4, 2022 Display**

**ADDENDUM TO CONTRACT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
FIREWORKS DISPLAYS UNLIMITED, LLC D/BA
FIREPOWER FIREWORKS DISPLAYS**

THIS ADDENDUM (this “Addendum”) is made effective as of the _____ day of _____, 2022 (the “Effective Date”), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City” or “Sponsor”), and **FIREWORKS DISPLAYS UNLIMITED, LLC D/BA FIREPOWER FIREWORKS DISPLAYS**, a Florida Limited Liability Corporation (hereinafter, the “Contractor”).

WHEREAS, the City and Contractor wish to enter into a contract for an 18-20 minute fireworks display to be conducted on July 4, 2022 at the City of Miami Springs Golf & Country Club located at 650 Curtiss Parkway, Miami Springs, Florida 33166 (the “Premises”), all as further set forth in the Contract dated _____, 2022, attached hereto as Exhibit “A” (the “Contract”); and

WHEREAS, the City and Contractor wish to add to and amend certain provisions of the Contract as hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the City and Contractor desiring to be legally bound, do hereby agree and covenant, notwithstanding the terms and conditions of the Agreement, as follows:

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.
2. **Conflict; Addendum Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Addendum and the terms and provisions of the Contract, the terms and provisions of this Addendum shall control.
3. **Contract Ratified.** Except as otherwise specifically set forth or modified herein, all terms in the Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
4. **Defined Terms.** All initial capitalized terms used in this Addendum but not otherwise defined herein shall have the same meaning ascribed thereto in the Contract.
5. **Counterparts.** This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this Addendum shall have the same force and effect as an original hereof.
6. **Amendment of Paragraph 11 of the Contract.** Paragraph 11 of the Contract is deleted in its entirety and replaced as follows

11. If the show is canceled before June 1, 2022, Sponsor is responsible for any permit,

firewatch, or barge/tug fees, truck/equipment rental fees, show design fees, material/equipment palletization, load in/load out expenses, and permit processing fees, if applicable, in an amount not to exceed \$615.00. If the show is stopped while in progress for any reason, Sponsor will be responsible for the contract amount minus the cost of material not discharged. In the event this contract is canceled after June 1, 2022, Sponsor will be penalized for cancellation in the amount of \$3,000.

7. **Force Majeure.** Neither party shall be considered in default in performance of its obligations hereunder to the extent that the performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion/civil unrest, epidemic/pandemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated herein is beyond the control and without the fault or negligence of the party seeking relief under this provision.
8. **Notices.** The City and Contractor agree that the names and addresses for any notices required by the Contract shall be addressed to the names and addresses listed on the signature page of this Addendum or such other address as the party may have designated by proper notice from time to time.
9. **Indemnification.**
 - 9.1. Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.
 - 9.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.
 - 9.3. The provisions of this section shall survive termination of this Agreement.

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

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

CITY OF MIAMI SPRINGS

CONTRACTOR

By: _____
William Alonso, CPA, CGFO
City Manager

By: _____

Name: _____

Title: _____

Attest:

Entity: FIREWORKS DISPLAYS UNLIMITED,
LLC

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:

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

Addresses for Notice:

Fireworks Displays Unlimited, LLC
Attn: Gary Steven Avins, Manager
26451 SW 173rd Place
Homestead, FL 33031
305-258-8820 (telephone)
info@firepowerdisplays.com (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
City of Miami Springs Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

With a copy to:

Fireworks Displays Unlimited, LLC
Gary Steven Avins, Registered Agent
14240 SW 256th Street
Princeton, FL 33032
305-258-8820 (telephone)
ally@firepowerdisplays.com (email)



CONTRACT FOR FIREWORKS

FIREWORKS DISPLAYS UNLIMITED, LLC d.b.a. **FIREPOWER FIREWORKS DISPLAYS** SPECTACULAR CUSTOM FIREWORKS DISPLAYS FOR ANY OCCASION!

Sponsor (Legal Name) :	City of Miami Springs	Day of Event Contact Cell # :
Contact Person :	Omar Luna	Alternative Contact Cell # :
Date of Display :	July 4, 2022	Sponsor's Address :
Location of Display :	Miami Springs Golf Course	
Shoot Time :		
Duration :	Approx. 18-20 Minutes	
Contract Price :	\$18,500	
Deposit Required :	\$9,250	
Event Type/Notes :		

We the undersigned, being interested in a fireworks display for City of Miami Springs agree to pay a price of \$18,500 for the display agreed upon, which will be furnished by Firepower Fireworks Displays.

The undersigned, intending to be legally bound, agree as follows:

- Sponsor to make a deposit payment of 50% of the contact price upon signing of contract, but no later than 30 days prior to display. Remaining balance due 3 days prior to event/firework display date, unless arrangements to have a check on site has been made.
- In the event Sponsor shall fail to pay any sum when due under the terms of this contract, Sponsor shall pay, in addition to such amount, interest at the rate of 1-1/2% per month on the unpaid amount from the original due date. Sponsor does further agree that it shall pay Firepower Fireworks Displays reasonable attorney fees and court costs in the event Firepower Fireworks Displays shall commence suit or incur fees to compel Sponsor to pay any sums due hereunder or otherwise as a result of Sponsor's default of any of the terms and provisions herein contained.
- SPONSOR'S AGENT: Omar Luna be designated as sponsor's agent to whom all questions and inquiries shall relay all questions and inquiries. Sponsor's agent shall be the only agent of sponsor authorized to request rescheduling of the delivery and exhibition of the fireworks on the part of the sponsor.
- If event is on land, sponsor to furnish police and/or crowd security personnel, provide proper parking supervision, and insure adequate patrol of the safety zone as marked and secured by the sponsor until Firepower Fireworks Displays advises that it is no longer necessary. Firepower Fireworks Displays is not responsible for clean-up of land-based shows other than company equipment, supplies and packing materials. A land based fireworks show produces debris. Sponsor shall be responsible for the clean-up of any such debris.

5. If event is over water, Firepower Fireworks Displays will be responsible for marine permit (Coast Guard), and for control of safety zone (Marine Police) where applicable.
6. Firepower Fireworks Displays reserves the right to stop the display in the event persons, vehicles or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations.
7. Firepower Fireworks Displays will furnish all applicable licenses, permits (does not include special event permit), and pyrotechnics for your electronically fired display. We will also furnish a certificate of insurance. All individuals/entities listed on the certificate of insurance as an additional insured will be deemed an additional insured per this contract.
8. **NOTE:** In accordance with local regulations and ordinances, fireworks displays shall not take place later than 11:00 pm unless approval is obtained from the governing authority, some weekday ordinances are at 9:30pm. The restrictions shall not be applicable with regards to holidays such as December 31, January 1, or other national holidays where the ordinance is not active. If for some reason, shoot time does not occur before the allotted time and shoot is canceled due to local authority or expiration of permit, Sponsor is liable for full payment of display.
9. Hold harmless Firepower Fireworks Displays from any claims that do not directly relate to damages produced by its staff, equipment or pyrotechnic material.
10. **CREDITS:** As a material inducement to Firepower Fireworks Displays, agreeing to enter into this agreement, Sponsor shall give Firepower Fireworks Displays program credit as sole fireworks supplier and producer in all press releases, advertising, and any other program announcements, printed or otherwise. Firepower Fireworks Displays has authorization to post photos/videos of the firework display provided to Sponsor on social media (ie. Facebook, YouTube, Company Website, etc)
11. If show is canceled, Sponsor is responsible for any permit, fire watch or barge/tug fees, truck/equipment rental fees, if applicable. Additionally, sponsor will be responsible for show design fees, material/equipment palletization, load in/ load out expenses, and permit processing fees.
If show is stopped while in progress for any reason, Sponsor will still be responsible for contract amount minus the cost of material not discharged.
NOTE: 4th of July contracts that are canceled after May 1st and New Years contracts that are canceled after October 1st will be penalized additionally for cancellation in the amount of \$3,000.
12. If the delivery and/or exhibition of the fireworks are postponed by reason of inclement weather or if wind exceeds 20 miles per hour (ocean/barge displays may be canceled at less than 20 miles per hour), fireworks display will be postponed to an agreed date between sponsor and Firepower Fireworks Displays or canceled if a rain date is not possible. Postponement fees may include additional travel expense, permit fees, logistic expenses. Such fees are due at time of postponement. (Cancellation fees are listed on Line 11). Otherwise, Firepower Fireworks Displays will allow time to pass for inclement weather to subside, not to exceed applicable ordinance time.
13. **IMPORTANT NOTE:** Items listed in this proposal assume a firing area that conforms to NFPA Code 1123-1995, which states that there must be at least 70 feet per inch of shell diameter between firing site and any spectators, cars or buildings. This program requires a safety zone that has a radius of 420 feet because of the inclusion of 6" shells. Adjustments will be made to the content of this program if necessary to conform to NFPA 1123-1995.
14. **Firepower Fireworks Displays is ONLY** responsible for permits pertaining to fireworks, such as a fireworks permit through the local Fire Department and/or City, Coast Guard Permits and hiring of a Fire Inspector and/or Off Duty Police, when required.
Firepower Fireworks Displays is not responsible for any other types of permits such as a special event permit. Sponsor must make sure any other required permits are submitted.
15. Sponsor is responsible for notifying neighborhood residents/venue of firework display, if applicable.

Date

Sponsor

Allyson Acosta

Firepower Fireworks Displays
Allyson Acosta, Director



ASSORTED MINES, ASSORTED COLOR, PEONIES & CHRYSANTHEMUMS – bursts resembling a round and weeping flower pattern, **WHISTLES** – a break of color, followed by whistles, **SCREAMING DRAGONS** – a break of bright magnesium colors followed by loud screaming whistle, **GOLD FLITTER, SILVER OR GLITTER CROSSETTES** - exploding comets crackling into crisscrossing effects, **FANCY STAR SHELLS** – Assorted brilliant colors in various patterns, **SPIDERWEBS** – long hanging fine webs of gold or silver, **TOURBILLIONS** – titanium silver spinning effects, **RINGSHELLS** – assorted ring patterns of different colors of one, two, three or five different colors, **GOLDEN, SILVER, GLITTERING OR CRACKLING PALM TREES** – a palm tree image with trunk-like different forms, **ASSORTED TWO and THREE COLOR CHANGING CHRYSANTHEMUMS & PEONIES** – two or three distinct color changes that resemble a round and weeping flower pattern, **STROBES** – a variety of bright twinkling shells, **ASSORTED COLOR BROCADES** – a dense golden, silver or assorted color effect ending at the tips with an umbrella-like canopy cascading and falling low, **MULTI-BREAK SALUTE SHELLS** – a variety of salute effects that incorporate multiple powerful reports into the display, **ASSORTED COMETS**, bright luminous thick tail with comet-like appearance with various colors, **ASSORTED TIGERTAILS**, similar to comets, **ASSORTED MINES**, projects various types of effect and colored stars that are launched and ignited at a low altitude, **TITANIUM SALUTES** – these shells explode into a burst of brilliant white lights and booming reports, **ASSORTED COLOR & CRACKLING EFFECTS** – assorted color peonies and chrysanthemums with crackling effects, **WILLOWS** - very fine lines with an umbrella like effect cascading slowly, **ETC.**

SHELL COUNT

	OPENING	BODY	FINALE	TOTAL SHELLS
2"				
2.5"				
3"		150	360	510
4"		180 + 24	72	276
5"		120	24	144
6"		90	18	108
7"				
8"				
CAKES	2 ck	6 ck	2 ck	10 ck
STAGE/THEATRICAL				
MODULES				

RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE VILLAGE OF VIRGINIA GARDENS RELATED TO SHARED TRANSPORTATION SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2002, Miami-Dade County voters approved a ½ Cent Charter County Sales Surtax to implement the “People’s Transportation Plan,” which included a series of transit and roadway projects; and

WHEREAS, County Ordinance requires that twenty percent (20%) of the surtax proceeds be distributed directly to municipalities on a pro-rata basis for use on local transportation and transit projects, and municipalities must apply at least twenty percent (20%) of their share of surtax proceeds toward transit uses; and

WHEREAS, to that end, the City of Miami Springs (the “City”) has and continues to operate a free, regularly scheduled transit circulator service within its corporate limits, known as the “City Circulator,” that provides limited transportation services to the public; and,

WHEREAS, since 2007, the Village of Virginia Gardens (the “Village”) has foregone the establishment of its own circulator services and requested that the City expand the route of the City Circulator in order to include the Village (the “Circulator Services”); and,

WHEREAS, in order for the City to continue providing Circulator Services for the Village, the City and Village memorialized all terms and conditions in an interlocal agreement, which included payment of the Village’s twenty percent (20%) proceed allocation to the City; and

WHEREAS, the existing interlocal agreement expired on December 31, 2021; and

WHEREAS, the City and the Village desire to continue a mutually beneficial relationship in order to provide needed limited transportation services to the citizens of the City and the Village and, thus, desire to renew the interlocal agreement between them in the form provided in Exhibit "A" attached hereto (the “Interlocal Agreement”); and

WHEREAS, the City Council finds that adoption of 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 Interlocal Agreement attached hereto as Exhibit “A” is approved.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to execute the Interlocal Agreement and any renewals thereof, in substantially the form attached hereto as Exhibit “A,” with such non-material changes as may be acceptable to the City Manager and subject to the approval of the City Attorney as to form, content, and legal sufficiency. The City Manager is further authorized to take such other action as may be necessary and appropriate to implement the terms of the Interlocal Agreement and this Resolution.

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

PASSED AND ADOPTED this 11th day of April, 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

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF
MIAMI SPRINGS AND THE VILLAGE OF VIRGINIA
GARDENS RELATING TO TRANSPORTATION
SERVICES**

THIS INTERLOCAL AGREEMENT (this “Agreement”) is made effective as of the 1st day of January, 2022 (the “Effective Date”), by and between **CITY OF MIAMI SPRINGS**, a Florida municipal corporation (the “City”) and the **VILLAGE OF VIRGINIA GARDENS**, a Florida municipal corporation (the “Village”).

WHEREAS, on March 31, 2017, the City and the Village entered into an Interlocal Agreement relating to transportation services for an initial term beginning December 31, 2016 and ending December 31, 2019 and have renewed the agreement from year to year (the “2017 Interlocal Agreement”); and

WHEREAS, the City and the Village seek to establish a new Interlocal Agreement, consistent with the terms of the 2017 Interlocal Agreement for a new term; and

WHEREAS, the City has previously established and currently operates a bus within the corporate limits of the City known as the “City Circulator” that provides limited transportation services to the City’s citizens; and

WHEREAS, pursuant to the 2017 Interlocal Agreement, the City Circulator’s route was expanded to include areas within the Village; and

WHEREAS, in order to continue the previously established relationship between the City and the Village for the expanded City Circulator services, the parties have agreed to memorialize all terms and conditions within a new interlocal agreement; and

WHEREAS, in consideration of the City continued to provide City Circulator services within the Village’s jurisdiction, the City will receive the Village’s twenty (20%) percent C.I.T.T. transit funding from Miami-Dade County; and

WHEREAS, it is the intent of the parties to this Agreement to establish a mutually beneficial relationship in order to provide needed limited transportation services to the citizens of the City and the Village.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, the sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. **RECITALS.** That the recitals previously set forth above are true and correct and accurately set forth the intent of the parties to this Agreement.
2. **DUTIES AND RESPONSIBILITIES.** That the City will provide “City Circulator” transportation services to the citizens of the Village as set forth in the descriptive brochure and Circulator map attached hereto as Exhibit “A”, which by this reference is made a part hereof.

Notwithstanding the foregoing, the parties acknowledge the right of the City to modify the existing operation of the City Circulator, so long as the City maintains a reasonable schedule of transportation services to the Village and makes all reasonable efforts to notify the Village of all operational modifications.

3. **COMPENSATION TO THE CITY.** That in consideration of the City providing the aforesaid transportation services, the Village agrees to pay the City its twenty (20%) percent C.I.T.T. transit funding received from Miami-Dade County's People's Transportation Tax.

4. **TERM.** That the initial term of this Agreement shall commence retroactively to January 1, 2022 and terminate on December 31, 2022.

5. **RENEWALS.** That this Agreement shall automatically renew on an annual basis without the need for further notice on the same terms as set forth herein, unless earlier terminated in accordance with the provisions of Section 11 below. Notwithstanding the termination provisions of Section 11, in the event the Village does not seek to renew this Agreement for the next calendar year, the Village shall provide the City with notice of nonrenewal on or before October 1 of the then-current year (e.g., if the Village does not wish to renew for 2024, notice of nonrenewal shall be given by October 1, 2023).

6. **INDEMNIFICATION.** That to the extent permitted by law, and subject to the limitations provided within Florida Statutes Section 768.28, the Village shall indemnify and save harmless the City from any and all claims, liability, losses and causes of action arising out of the Village's negligence or other wrongful acts in the performance of this Agreement. However, nothing herein shall be deemed to indemnify the City for any liability or claims arising out of the negligence, performance, or lack of performance of the City. In addition, to the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, the City shall indemnify and save harmless the Village from any and all claims, liability, losses and causes of action arising out of the City's negligence or other wrongful acts in the performance of this Agreement. However, nothing herein shall be deemed to indemnify the Village for any liability or claims arising out of the negligence, performance, or lack of performance of the Village.

7. **COMPLIANCE WITH LAWS.** That the parties, in the operation and interpretation of this Agreement, agree to comply with all applicable laws, ordinances, codes, rules and regulations of the federal, state and local governments.

8. **ASSIGNMENT/DELEGATION.** That the obligations and duties of the parties, pursuant to this Agreement, shall not be delegated or assigned, in whole or in part, to any other person or entity without the prior written consent of the nondelegating party.

9. **NON-DISCRIMINATION.** That the parties agree that they will not discriminate as to race, sex, color, creed, national origin, age or disability in connection with the performance of this Agreement.

10. **APPLICABLE LAW.** That this Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties agree to be subject to the jurisdiction of the courts of Miami-Dade County, Florida and subject to service of process therein. Venue for any litigation arising out of or in connection with this Agreement shall be in Miami-Dade County, Florida.

11. **TERMINATION.** That the parties mutually agree that this Agreement may be terminated by either party by providing written notice to the other party of its intention to terminate at least sixty (60) days prior to the effective date of such termination.

12. **NOTIFICATION OF PARTIES.** That all notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered

by personal service, or by certified mail, return receipt requested, addressed to the other party at the address listed on the signature page of this Agreement or such other address as the party may have designated by proper notice. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted, or the date of actual receipt, whichever is earlier.

13. **WAIVER OF NON-PERFORMANCE.** That the failure of either party hereto to insist on performance or observance of any one or more conditions or covenants of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such covenants or condition, and either party's obligation with respect to such future performance shall continue in full force and effect.

14. **NUMBER/GENDER OF PARTIES.** That the terms herein, contained, shall include the singular and/or plural, the masculine, the feminine, and/or the neuter, wherever and whenever, the context so requires or admits.

15. **SEVERABILITY.** That should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida or the United States, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform to such laws, or, if nonmodifiable, then same shall be deemed severable, and, in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

16. **SUCCESSORS AND ASSIGNS.** That this Agreement shall be binding upon and inure to the benefit of the parties herein, their heirs, executors, legal representatives, successors and assigns.

17. **ENTIRE AGREEMENT.** That is Agreement and its attachments constitute the sole and only Agreement of the parties hereto. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement with respect to the subject matter of this Agreement are of no force or effect.

18. **AMENDMENTS.** No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

19. **ATTORNEYS FEES AND COSTS.** That in the event that any litigation is instituted in regard to the enforcement or interpretation of the terms and conditions hereof, the prevailing party in such litigation shall be entitled to an award of all appropriate court costs, reasonable trial attorney's fees, and reasonable attorney's fees.

20. **MUTUAL PREPARATION.** That the parties to this Agreement have participated fully in its negotiation and preparation. Accordingly, this Agreement shall not be more strictly construed against either of the parties hereto.

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

[Remainder of page intentionally left blank. Signature page follows.]

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

CITY OF MIAMI SPRINGS

VILLAGE OF VIRGINIA GARDENS

By: _____
William Alonso, CPA, CGFO
City Manager

By: _____
Fred "Spencer" Deno IV
Village Mayor

Attest:

Attest:

By: _____
Erika Gonzalez, MMC
City Clerk

By: _____
Maritza Fernandez
Village Clerk

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency:

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

By: _____
Guillermo Cuadra, Esq.
Village Attorney

Addresses for Notice:
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)

Addresses for Notice:
Village of Virginia Gardens
Attn: Mayor Fred "Spencer" Deno IV
6498 NW 38th Terrace
Virginia Gardens, FL 33166

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
City of Miami Springs City Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

EXHIBIT A

MS/VG Shuttle

CITY OF MIAMI SPRINGS

201 Westward Drive
Miami Springs, FL 33166
305.805.5000
www.MiamiSprings-FL.gov

General Information

- The City of Miami Springs provides this free community bus service in order to increase the number of local destinations that can be reached by public transit.
- The MS/VG Shuttle has designated bus stops, and will also pick-up passengers who hail it along the enclosed route, with the exception of NW 36 Street.
- Please fold strollers and carts before boarding. The MS/VG Shuttle has bicycle racks, and is wheelchair accessible.
- Passengers are required to wear a shirt and shoes at all times. No eating, drinking, smoking, or radio play is permitted.
- In the event of a hurricane warning, all services will be cancelled.

Free Shuttle Bus Service

CONNECT WITH US



MSTV 77



@MiamiSpringsFL



@MiamiSpringsFL



@cityofmiamisprings



Miami Springs— Government

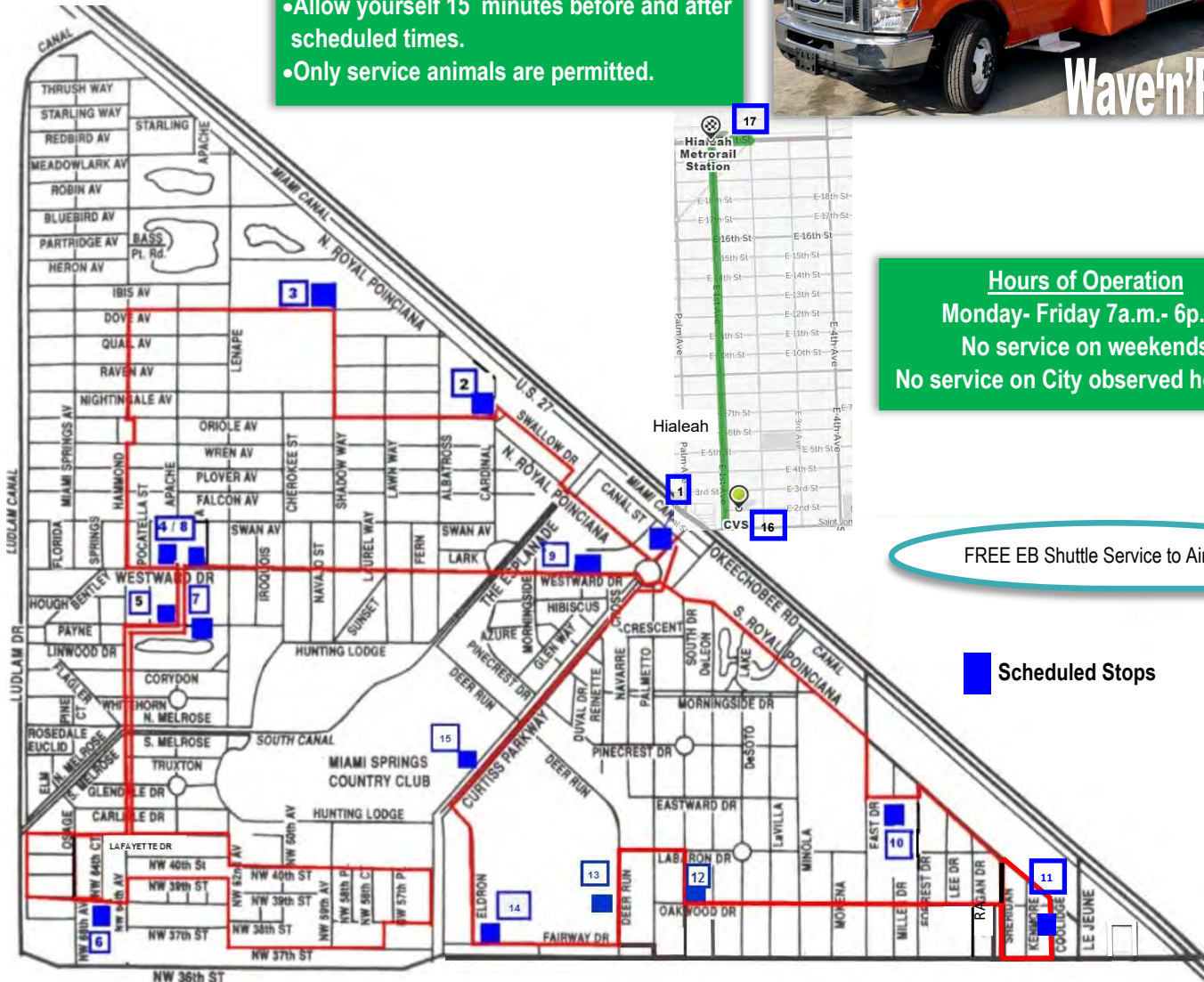
Small Town Charm in the City



MS/VG Shuttle


Route Map

- Traffic conditions may affect the schedule.
- Allow yourself 15 minutes before and after scheduled times.
- Only service animals are permitted.



Hours of Operation
 Monday- Friday 7a.m.- 6p.m.
 No service on weekends
 No service on City observed holidays

Scheduled Stops

#	Location Stops/Timetable (The time is based off the 1st hour of operation. After that, it may vary by 15 minutes before or after).	Time
1	Canal St. (Stop Closest to Circle)	H:00:00
2	N. Royal Poinciana & Oriole Ave.	H:00:03
3	Miami Springs Sr. High School	H:00:05
4	Community Center	H:00:11
5	Senior Center	H:00:12
6	Virginia Gardens City Hall	H:00:19
7	Senior Center	H:00:23
8	Community Center	H:00:24
9	Woman's Club (Across MS City Hall)	H:00:25
10	Miami Springs Middle School	H:00:30
11	 EB Hotel Miami (36 Street)	H:00:31
12	Oakwood Dr. & South Dr.	H:00:35
13	Curtiss Mansion	H:00:36
14	Fairway Dr. & Eldron Dr.	H:00:39
15	Miami Springs Country Club	H:00:42
16	CVS on NW 54 Street/Hialeah Dr. & East 1st Ave.	H:00:44
17	Hialeah Metrorail Station on East 21 Street/NW 74 Street & East 1st Ave.	H:00:46

Small Town Charm in the City





AGENDA MEMORANDUM

Meeting Date: 4/11/2022

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

Via: William Alonso, City Manager/Fin. Director

From: Omar L. Luna, Recreation Director

Subject: Baseball Umpire Fees

RECOMMENDATION:


Recommendation by Recreation that Council approve an increase of \$9,000.00 to the City’s current open purchase order with Miami Springs Little League to reimburse Miami Springs Little League for baseball umpires fees relating to the shared baseball program, for a total amount no to exceed \$22,500.00.

DISCUSSION:

Each year the City budgets to reimburse Miami Springs Little League for Baseball Umpire Fees for the baseball program that services both the Miami Springs/Virginia Gardens area kids. This program is well received by both of the municipalities, as indicated by the increase of participation by 41% this year.

This year due to increase in fees and the lack of referee availability, the amount of the original purchase order needs to be increased to \$22,500.00 for the reimbursement to Miami Springs Little League contributions for the remainder of the fiscal year.

Submission Date and Time: 4/6/2022 9:31 AM

<p><u>Submitted by:</u></p> <p>Department: <u>Recreation</u></p> <p>Prepared by: <u>Omar Luna</u></p> <p>Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Budgeted/ Funded: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><u>Approved by (sign as applicable):</u></p> <p>Dept. Head: <u></u></p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p><u>Funding:</u></p> <p>Dept./ Desc.: <u>Parks and Recreation</u></p> <p>Account No.: <u>001-5701-572-34-17</u></p> <p>Additional Funding: <u>\$9,000.00</u></p> <p>Amount previously approved: \$ <u>\$13,500.00</u></p> <p>Current request: \$ <u>\$9,000.00</u></p> <p>Total vendor amount: \$ <u>\$22,500.00</u></p>
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City of Miami Springs

Office of the City Clerk

Erika Gonzalez, MMC, City Clerk

Juan D. Garcia, CMC, Deputy City Clerk

Sandra Duarte, Assistant to the City Clerk

MEMO

To: The Honorable Mayor and Members of the City Council
From: Erika Gonzalez, MMC, City Clerk
Via: Sandra Duarte, Administrative Assistant to the City Clerk
Subject: Appointing Board Members
Date: April 5, 2022

The following Board Members require a majority vote from the City Council in order to be re-appointed to their respective Boards.

Board of Parks and Parkways: Lynne Brooks

“No Board/Commission member who shall have served three consecutive terms of office shall be eligible to serve an additional term of office for two years thereafter, unless the appointment for any additional term shall be confirmed by a majority of the City Council.” 153.11 & 32.05(A)