



REVISED

CITY OF MIAMI SPRINGS, FLORIDA

Mayor Maria Puente Mitchell

**Vice Mayor Victor Vazquez, Ph. D.
Councilwoman Jacky Bravo**

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

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

CITY COUNCIL REGULAR MEETING AGENDA

Monday, October 24, 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:** Vice Mayor Victor Vazquez
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) Presentation by Chief Armando Guzman – Officer of the Month Award for the month of September 2022 - Officer Brian Nickerson
- 5. Open Forum:** Persons wishing to speak on items of general City business, may do so in person (*subject to capacity restrictions*) or virtually by following the instructions on pages 3-4. This portion of the meeting also includes any pre-screened video submittals. *The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.*
- 6. Approval of Council Minutes:**
 - A) October 10, 2022 – Regular Meeting
 - B) October 13, 2022 – Special Meeting
- 7. Reports from Boards & Commissions: None.**
- 8. Public Hearings:**
 - A) **Ordinance – Second Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Section 32-68, "Mitigation Of Fines," Of The City's Code Of Ordinances To

Establish Procedures And Guidelines For The Mitigation Of Code Enforcement Fines, Penalties And Liens; Providing For Codification; Providing For Severability; Providing For Conflicts; And Providing For An Effective Date

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

A) Recommendation by staff that Council approve an expenditure to River Cities Gazette, as a sole source local print publishing provider, on an "as needed basis" in the amount of \$32,200.00. The River Cities Gazette provides for expanded access reaching every residential home and including local businesses within City limits through mailed or delivered publishing newspaper. In addition, the City fulfills its publishing requirements for legal notices in the generally circulated Daily Business Review and the Miami Herald, additionally on its Official Website. The City utilizes the Gazette for courtesy notices, City's events, and local City updates. Funds were budgeted in the FY22/23 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code

B) Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Petersen Industries, a sole source provider, as there is only one source (proof attached) for the required in an amount not to exceed \$30,000.000 for the hydraulic parts for the cranes, pursuant to Section §31.11 (E)(6)(c) of the City Code

C) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A First Amendment To The Agreement With Metro Express, Inc. To Extend The Term Of The Agreement; Authorizing The City Manager To Issue A Purchase Order To Metro Express, Inc. For Concrete Curbside/Sidewalk Construction, Milling, And Resurfacing Of Asphalt Concrete And Striping Services On An As-Needed Basis For Fiscal Year 2022-23 In An Amount Not To Exceed \$200,000; Providing For Implementation; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of One Vehicle For The Parks And Recreation Department From Alan Jay Automotive Management, Inc. In An Amount Not To Exceed \$31,379 Utilizing The Terms And Conditions Of Sourcewell Contract No. 091521-Naf Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Implementation; And Providing For An Effective Date

E) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida Providing For The Fourth Amendment To The Fiscal Year 2021-22 General Fund Budget; And Providing For An Effective Date

F) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting A Municipal Grant Program Award In The Amount Of \$50,000; Approving A Grant Agreement With The Miami-Dade Transportation Planning Organization For The City Of Miami Springs Parking Analysis; Providing For Authorization; Providing For Implementation; 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, Declaring City Manager William Alonso, Controller Moira Ramos, And Chief Of Police Armando Guzman As Authorized Signatories For The City's Amerant Bank, N.A. Bank, Savings, And Trust Accounts; Authorizing Amerant Bank, N.A. To Accept Either Two Manual Signatures Or Two Facsimile Signatures From Any Combination Of The City's Authorized Signatories For The City's Bank, Savings, And Trust Accounts; Providing For Implementation; Providing For Conflicts; And Providing For An Effective Date**

B) Update on Golf Carts

12. Other Business:

A) Request by Dennis Caicedo for a donation from Miami Springs Middle School PTSA

B) Request to Cancel the second meetings in November (November 28th) and December (December 26th)

C) Update on Annexation Application

D) Update on the Vacancy Process

E) Update on November 9th Farewell Event at Curtiss Mansion for Commissioner Sosa's Years of Service

13. Reports & Recommendations:

A) City Attorney

B) City Manager

C) City Council

14. Adjourn



CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:
Monday, October 24, 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



Miami Springs
Police Department

Memorandum

To: Officer Brian Nickerson
From: Armando Guzman, Chief of Police *Armando Guzman*
Subject: Officer of the Month – September 2022
Date: October 4, 2022

On September 22, 2022, Sergeant Gary Fetters submitted a recommendation that you receive the Officer of the Month Award for September 2022 (attached).

The Miami Springs Police Department Administration has concurred with Sergeant Fetters' recommendation. You are invited to attend the regularly-scheduled City Council Meeting on October 24th at 7:00 p.m., when this award will be publicly presented to you. You are invited to bring with you any family members, friends, or associates to share in this occasion.

I congratulate you for your outstanding performance, and compliment you on your professionalism. Your actions are a positive reflection on the professional reputation of the entire Miami Springs Police Department.

/aq

Attachments

cc: City Manager William Alonso
Captain J. Deal
Lieutenant C. Gurney
Lieutenant F. Perez
Lieutenant C. Nunez
Sergeant Gary Fetters
Community Policing Office
Personnel File
Bulletin Board

Officer of the Month



MIAMI SPRINGS POLICE DEPARTMENT

Armando Guzman, Chief of Police



Awarded to: Nickerson, Brian **I.D. #** 0175

Classification: Police Officer **Assignment:** Day Shift

It is my privilege to recognize Officer Brian Nickerson for the following accomplishments:

On Friday 09/16/2022, while patrolling the area of S. Royal Poinciana BLVD and working in the capacity of a Field Training Officer with Probationary Police Officer Alex Alvarez, Officer Brian Nickerson observed two adult males walking in the area of the 300 blk of S. Royal Poinciana BLVD. One of the males appeared to be hiding something in his shirt. Officer Nickerson conducted a consensual stop of the two males. Both males were cooperative but seemed a little uneasy, as they were fidgety and nervous. The male who was holding something under his shirt was found to be in possession of a clear plastic bag of quarters (approximately \$200 to \$300) which he said he brought from home and was taking to Publix to exchange for cash. Both subjects gave their names and dates of birth willingly. Meanwhile, an officer was sent to check the condo/apt buildings on S Royal Poinciana BLVD to see if any of the washing machines/dryers or change machines had been broken into (all were found to be intact). Records checks were conducted on both subjects. Both had extensive criminal histories with numerous felony convictions. Neither subject had a warrant.

The second subject, who was carrying a backpack and looked increasingly nervous, consented to having his backpack searched. He was told he didn't have to, but he said it wasn't a problem. Officer Nickerson opened the backpack and immediately observed a handgun in a black holster, which turned out to be a fully loaded S&W stainless steel .38 cal. handgun. A thorough search of the backpack was conducted and 28.4 grams of crystal methamphetamine was found in a clear zip lock baggie. Also, numerous Florida identification cards, bank cards, credit cards, blank checks and check books were found in the backpack. The subject, who had been arrested upon the discovery of the firearm in his backpack, was transported to MSPD where the real work would begin. The first subject was released on scene.

The work involved with a case like this is extensive, tedious and often times frustrating. Everything found was listed and impounded in the MSPD property locker. Prior to that, victims/owners of the aforementioned id's, checks, etc, had to be contacted or at least the attempt to contact them had to be made. So numerous phone calls were made and several victims were able to be contacted and their information was added to the report. As a result of Officer Nickerson's diligence, the subject was charged with armed trafficking of methamphetamine, possession of a firearm by a convicted felon, Carrying a Concealed Firearm, possession/fraudulent use of identification of a person 60 years of age or older, and possession/fraudulent use of identification. It also should be noted that this subject was arrested by another agency for possession of a firearm by a convicted felon only a couple weeks before this incident and was out on bond.

Officer Nickerson had to complete all these tasks; conduct an investigation on scene (which ultimately led to an arrest), fill out paperwork to include lab request, property receipts etc, complete an arrest affidavit, set a pre-filing conference and complete an incident report. All of this while also instructing a Probationary Police Officer, who was in his first week, on how to do these tasks and guiding him through it all.

I have worked with numerous officers in my 24 years with the City of Miami Springs Police Department. I have found that Officer Nickerson is one of the most solid, dependable, intelligent, conscientious and knowledgeable officers I have ever worked with.

Due to the above circumstances, I am proud to nominate Officer Brian Nickerson with the Officer of the Month Award for September, 2022.

Distribution:

Employee Personnel File
Employee (Original)
Bulletin Board
City Manager

Date: 09/022/2022

Recommended by: Sergeant Gary Fetters
Sergeant: *Fetters*
Lieutenant: *[Signature]* 10/3/22
Captain: *[Signature]*
Chief of Police: *[Signature]* 10/4/22



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, October 10, 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 7:00 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Victor Vazquez, Ph.D. (via Zoom)

Councilman Bob Best

Councilwoman Jacky Bravo

Councilman Walter Fajet, Ph.D.

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

Police Chief Armando Guzman

Planning Director Chris Heid

2. **Invocation:** Offered by Mayor Maria Mitchell

Pledge of Allegiance: The audience participated in leading the pledge.

3. **Agenda / Order of Business**

Mayor Mitchell requested that Item 11A be heard after Awards and Presentations; it was the general consensus of the City Council to move up the item.

4. **Awards & Presentations:**

A) Presentation by Assistant Principal Desiree Gonzalez-Martinez from the Miami Springs Adult & Community Education Center on new educational programs

Mayor Mitchell welcomed Ms. Gonzalez-Martinez to the meeting. Ms. Gonzalez-Martinez offered information on new programs in the Adult Educational Center at the Miami Springs Senior High School, including manicures and facials, citizenship programs, and ESOL classes.

B) Yard of the Month Award for October 2022 – 550 Hunting Lodge Drive – Olga Garcia-Moreno

Mayor Mitchell announced the Yard of the Month for October 2022, Mrs. Garcia-Moreno at 550 Hunting Lodge Drive, Ms. Garcia-Moreno were present to receive the award; she thanked the Mayor and Council, and the City for the recognition.

C) Recognizing Artist of the Month City Hall for October and November 2022 Miami Springs Senior High School Students from Ms. Beth Goldstein's art classes

Mayor Mitchell recognized students from the Miami Springs Senior High School on the artwork displayed in the City Lobby. Ms. Beth Goldstein, the Miami Springs High School Art Department Chair, introduced herself and provided some background information on the exhibition and students presenting their artwork in the lobby. She thanked the City Council and City Administration for hosting the Art in City Hall program that provides artists in our community the opportunity to display their artwork while beautifying City Hall.

5. Open Forum: The following members of the public addressed the City Council: James Fulton, 406 Forrest Drive; and Arlene Esperon, 549 Payne Drive.

6. Approval of Council Minutes:

A) September 26, 2022 – Regular Meeting

Councilman Best moved to approve the minutes of September 26, 2022 Regular Meeting. Vice Mayor Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Vazquez, Councilman Best, Councilwoman Bravo, Councilman Fajet and Mayor Mitchell voting Yes.

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

8. Public Hearings: None at this time.

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

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The Negotiation And Execution Of A Sixty-Six Month Lease With DLL Finance, LLC For The City's Golf And Country Club Golf Cart Fleet From Club Car, LLC In An Amount Not To Exceed \$404,960.16 Utilizing The Terms And Conditions Of An Omnia Partners Cooperative Contract Pursuant To Section 31-11(E)(5) Of The City Code; Approving An Early Lease Termination Of The City's Existing Golf Cart Lease; Providing For Implementation; And Providing For An Effective Date

B) Recommendation by Golf that Council approve an expenditure to Acushnet, as a sole source provider, on an "as needed basis" in the amount of \$40,000, for purchasing Titleist and Foot Joy merchandise to be re-sold in the golf pro shop as there is only one source (proof attached) for the required materials and as funds were budgeted in the FY22/23 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code

C) Recommendation by Golf that Council waive the competitive bid process in

the best interests of the City because of the installation of the free satellite tank monitors which has lowered the overall fuel costs to the city by an estimated \$15,600 in comparison to previous years and approve an expenditure to Tropic Oil, on an "as needed basis" in the amount of \$50,000, for fuel supply services of diesel and regular fuel at Miami Springs Golf & Country Club as funds were budgeted in the FY22/23 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code

D) Recommendation by Golf that Council approve an expenditure to Hector Turf, as the sole distributor within the Southeast Florida region, as a sole source provider, on an "as needed basis" in the amount of \$35,000, for parts needed to repair our Toro golf equipment and for irrigation supplies as there is only one source (proof attached) for the required supplies and as funds were budgeted in the FY22/23 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code

E) Recommendation by staff that Council authorize the issuance and/or execution of a Purchase Order with Toshiba American Business Solutions, Inc., utilizing the State of Florida Alternate Contract Source Number 44000000-NASPO-19-ACS- led by the State of Colorado's ASPO Value Point Master Agreement number: 140604 (attached), in an amount not to exceed \$31,500.00 which includes the City's currently leased 9 Toshiba copiers citywide (\$18,705.00 annually) and the Managed Print Services for the maintenance and replacement of ink cartridges for citywide desktop printers under NASPO Value Point Program (\$10,870.00 annually), and \$1,925.00 for any overages for excessive copies over our monthly allowances as funds were budgeted in the FY22/23 departmental budgets pursuant to Section §31.11 (E)(5) of the City Code

Councilman Best moved to approve Item 9A through 9E. Councilwoman Bravo seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Vazquez, Councilman Best, Councilwoman Bravo, Councilman Fajet and Mayor Mitchell voting Yes.

10. Old Business: None at this time.

11. New Business:

A) **Ordinance – First Reading** – An Ordinance Of The City Of Miami Springs, Florida, Approving A Small Scale Comprehensive Plan Amendment To The City's Future Land Use Map (FLUM) From "Public Facility" To "Single Family Residential" For A 37,751 Square Foot (±0.86 Acre) Parcel Of Property Generally Located At 1101 Wren Avenue; Providing For Authorization; Providing For Conflicts; Providing For Severability; And Providing For An Effective Date

City Attorney Haydee Sera read the Ordinance by title.

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

B) **Ordinance – First Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Section 32-68, “Mitigation Of Fines,” Of The City’s Code Of Ordinances To Establish Procedures And Guidelines For The Mitigation Of Code Enforcement Fines, Penalties And Liens; Providing For Codification; Providing For Severability; Providing For Conflicts; And Providing For An Effective Date

City Attorney Haydee Sera read the Ordinance by title.

Councilman Best moved to approve Item 9A through 9E. Vice Mayor Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Vazquez, Councilman Best, Councilwoman Bravo, Councilman Fajet and Mayor Mitchell voting Yes.

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Providing For The First Budget Amendment To The Fiscal Year 2022-2023 General Fund, Special Revenue, And Capital Projects Fund Budgets By Re-Appropriating Reserved Fund Balances To Fund Open Encumbrances Through September 30, 2022; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

Councilwoman Bravo moved to approve Item 9A through 9E. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Vazquez, Councilman Best, Councilwoman Bravo, Councilman Fajet and Mayor Mitchell voting Yes.

12. Other Business:

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

Mayor Mitchell stated that there was a member of the public to speak on the item; James Llewellyn, 81 Carlisle Drive addressed the City Council.

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

B) Request by Councilman Fajet to discuss reviewing parking requirement ordinances in the City

Councilman Fajet explained that in the last Council meeting it was brought to his attention that the City’s current parking ordinance may not meet the needs of the City at this time. Councilman Fajet requested that with the help of staff, to explore and provide parking requirement analysis specifically in the residential zoning area, which includes for duplexes and multifamily units in other municipalities. He stated that once that information is gathered he will present it to the City Council

at a future meeting.

C) Update on Annexation Application

City Attorney Haydee Sera stated that Miami-Dade County attorney has provided the City with a draft Interlocal Agreement for annexation. She explained the City is currently reviewing the Interlocal Agreement and will meet with County Commissioners in the upcoming weeks to discuss the agreement further. She requested that the City Council make a motion to allow the City Manager and City Attorney to negotiate the terms of the agreement further.

Vice Mayor Vazquez made a motion to authorize the City Attorney, City Manager and Mayor to negotiate the terms of the Interlocal Agreement on annexation with the County. Councilman Best seconded the motion; the motion carried by 5-0 roll call vote. The vote was as follows: Vice Mayor Vazquez, Councilwoman Bravo, Councilman Best, Councilman Fajet, and Mayor Mitchell voting Yes.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera had no report at this time.

B) City Manager

City Manager William Alonso thanked the City Council for the vote of confidence this evening. He stated that the new Miami Springs sign is up on the south end of Curtiss Parkway; he stated that it is planned to be landscaped and lighting will be installed shortly. Assistant City Manager Tammy Romero announced all the upcoming City events and stated that more information is available on the City website.

C) City Council

Vice Mayor Vazquez that there are disaster relief efforts for Puerto Rico due to the devastation of Hurricane Fiona and relief efforts for those affected by Hurricane Ian on the Florida's west coast, if anyone is interested to please reach out to him for more information.

Councilman Fajet thanked the City Staff for the collaborative effort for the collection of goods for those affected by Hurricane Ian.

Councilwoman Bravo stated that she would be getting together with City staff to go over the special events application process and clarify the steps to grant special event permits, as a resident stated in Open Forum.

Councilman Best gave his condolence to Assistant City Manager's recent loss of her father. He also reminded the City Council to not to lose sight of the "Bed Tax"

initiative and how important it is to not only Miami Springs, but other municipalities with similar situations.

Mayor Mitchell stated that she recently joined the Florida League of Cities Legislative Policy Committee. In order to create more awareness to the inequity of the Tourist Development Tax (TDT) "Hotel Bed Tax" issue. She explained that one of the focuses of the committee is taxation, this would be a way to gather statewide attention on the Bed Tax issue. Mayor Mitchell announced that the Miami Springs Woman's Club Witches of Westward event is taking place on October 20th through October 23rd. She stated that the event is a family-friendly fun experience with stories, crafts and games. Recently, she said there were some noise complaints on Thursday night, at 4:30 a.m. that was emanating from a facility in the unincorporated Miami-Dade County area with loud music and the complaints flooded Miami Springs Police Department. She updated the City Council and residents that she and the City Manager spoke Commissioner Sosa, Miami-Dade County Mayor Levine Cava's Office and Commissioner Montestime office, as the location of the event resided in his district, and were reassured that if there were ever any future noise disturbances that the City is able to communicate with the Miami-Dade Police Chief in charge of that area and the noise would be stopped.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 9:10 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 24th day of October, 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
City Council Meeting
Special Meeting Minutes
Thursday, October 13, 2022 6:00 p.m.
Council Chambers at City Hall
201 Westward Drive, Miami Springs, Florida

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 6:12 p.m.

Present were the following:

Mayor Maria Puente Mitchell
Vice Mayor Victor Vazquez, Ph.D. (via Zoom)
Councilman Bob Best
Councilwoman Jacky Bravo
Councilman Walter Fajet, Ph.D.

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

- 2. Invocation:** Councilman Walter Fajet
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag

- 3. Public Comments**

- 4. Resolution –** A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Interlocal Agreement With Miami-Dade County Relating To The Annexation Of Unincorporated Property Contiguous To The City Of Miami Springs As Further Described In Exhibit "A" Attached Hereto And Incorporated Herein; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

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

- 5. Adjourn**

There being no further business to be discussed the meeting was adjourned at 6:45 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 24th day of October, 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.

ORDINANCE NO. ____ - 2022

AN ORDINANCE OF THE CITY OF MIAMI SPRINGS, FLORIDA, AMENDING SECTION 32-68, "MITIGATION OF FINES," OF THE CITY'S CODE OF ORDINANCES TO ESTABLISH PROCEDURES AND GUIDELINES FOR THE MITIGATION OF CODE ENFORCEMENT FINES, PENALTIES AND LIENS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 32-68 of the City of Miami Springs' (the "City") Code provides the Code Compliance Board or Special Magistrate with broad authority to negotiate and settle all code enforcement fines and liens; and

WHEREAS, the City wishes to streamline the process of mitigating code enforcement fines, penalties and liens and provide uniformity and guidelines with percentages to assist the City and the Board or Special Magistrate; and

WHEREAS, it is the goal of the City to incentivize property owners to timely come into compliance with the City Code and assure that the fines, penalties and liens are paid; and

WHEREAS, the City Council finds that diligent property owners should receive a benefit for being timely and efficient with correcting Code violations, and should understand the mitigation process and have an expectation to be treated fairly and uniformly; and

WHEREAS, the City Council finds that this Ordinance is in the best interests of City residents and property owners.

NOW, THEREFORE, BE IT ORDAINED 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. Amending Code. That Section 32-68 in Article VIII, Chapter 32, of Title III of the City Code of Ordinances, entitled "Mitigation of fines" is hereby amended to read as follows:

TITLE III – ADMINISTRATION

Chapter 32 – BOARDS, COMMISSIONS, COMMITTEES

ARTICLE VIII. – CODE COMPLIANCE BOARD

* * *

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Sec. 32-68. - Mitigation of fines. Mitigation of Fines, Penalties and Liens.

~~(A) The violator, or the violator's successors or assigns who have an ownership interest in the property encumbered by a lien pursuant to this article may request a mitigation hearing to reduce the fines only after the violations encompassed within the code compliance case have been corrected. Upon receipt of a written request for a mitigation hearing, the clerk for the board shall set the matter for a hearing before the board.~~

~~(B) A mitigation hearing is not an appeal or a de novo review of the code compliance case. The formal quasi-judicial procedures shall not apply.~~

~~(C) At the mitigation hearing, the board may consider the following criteria:~~

- ~~(1) Good cause for a reduction of the fines.~~
- ~~(2) The cooperation of the violator, including whether the violator appeared before the board at the original hearing.~~
- ~~(3) The gravity of the violation.~~
- ~~(4) The actions taken by the violator to correct the violation.~~
- ~~(5) Whether there was an extraordinary hardship, which affected compliance.~~
- ~~(6) Whether the violator is a repeat violator.~~
- ~~(7) The total or estimated costs incurred by the City for the handling of the case.~~
- ~~(8) The amount of the proposed reduction.~~
- ~~(9) Any equitable considerations raised by the violator or the City relating to the amount of the reduction.~~
- ~~(10) The number of days that the violation existed.~~

~~(D) In no event shall the fines be reduced below the costs incurred by the City in its prosecution of the violations.~~

~~(E) The board has the discretion to grant or deny a request for mitigation.~~

(a) The terms "fine," "civil penalty" or "lien" are used interchangeably in this section and each term is synonymous with each other and shall encompass fines, civil penalties and liens.

(b) The board, special magistrate, and City Manager are authorized to negotiate, reduce and settle fines in accordance with the terms of this section.

(c) The violator, or the violator's successor or assign, who has an ownership interest in the property encumbered by a code enforcement fine (the "applicant"), may file a request for mitigation to reduce such fine with the City Manager or designee. After receipt of the request for mitigation, a compliance inspection shall be conducted and thereafter a hearing may be scheduled if the code compliance inspector finds that all violations were corrected but that the fines have not yet been paid and that there are no other outstanding code violations, whether on the property to which the lien attaches or on another property belonging to the applicant, or debts owed to the City for which the applicant is responsible.

95 (d) Upon receipt of a written request for mitigation of fines and the filing of an affidavit of
96 partial compliance by the code compliance inspector which sets forth that all outstanding
97 violations of the board or special magistrate's order have been corrected, except for
98 payment of any outstanding fines, the City shall set the matter for a mitigation hearing
99 before the board or special magistrate.

100
101 (e) The City Manager, or designee, may, in his or her sole discretion, enter into a
102 settlement agreement with the applicant to pay a fine that may be reduced pursuant to
103 the guidelines in this section without the need for a hearing.

104
105 (f) At the hearing, the fact-finding determination of the board or special magistrate shall
106 be limited to evidence establishing:

- 107 (1) Good cause for a reduction of the fines;
108 (2) The amount of the reduction; and
109 (3) Any equitable considerations raised by the applicant or the City relating to good
110 cause or the amount of the reduction.

111
112 Said hearing shall not be an opportunity to appeal any finding of fact or conclusions of
113 law set forth in any prior order of the board or special magistrate or any administrative
114 determination of the City.

115
116 (g) The board or special magistrate may reduce the fines based on a showing of good
117 cause once the applicant has otherwise complied with an order of the board or special
118 magistrate, but in no event shall the fines be reduced below the administrative costs
119 incurred by the City nor shall any administrative costs previously awarded by the board
120 or special magistrate, costs of repair, or assessment liens be waived or reduced.

121
122 (h) In determining good cause, and the amount of the reduction, if any, the board or
123 special magistrate shall consider:

- 124 (1) The gravity of the violation.
125 (2) Any actions taken by the violator or applicant to correct the violation.
126 (3) Any previous, or other outstanding violations, whether committed by the violator
127 or applicant, or pertaining to the property to which the lien attaches, unless an
128 order finding a violation is under appeal at the time of the determination.
129 (4) Whether the violation is irreparable or irreversible in nature.
130 (5) Whether the violator or applicant's failure to timely comply within the time
131 provided by the code compliance inspector, board or the special magistrate is due
132 to an inability to comply based on factors beyond the control of the violator or
133 applicant.

134
135 (i) Upon a finding of good cause, the board or special magistrate has the sole discretion
136 to grant or deny the request for a mitigation of fines according to the following guidelines,
137 provided the reduction is to an amount that is not less than the administrative costs
138 incurred by the City:

- 139 (1) If compliance occurs within three months of the deadline for compliance
140 provided for in the order of the board or special magistrate, a maximum reduction
141 of 80 percent of the total fines;

142 (2) If compliance occurs more than three months but less than 12 months from the
143 compliance deadline, a maximum reduction of 60 percent of the total fines;

144 (3) If compliance occurs from 12 months to 18 months of the compliance deadline,
145 a maximum of 40 percent of the total fines; and

146 (4) If compliance occurs more than 18 months after the compliance deadline, a
147 maximum of 25 percent of the total fines.

148
149 (j) The board or special magistrate has the authority where there is a demonstrated
150 showing of financial hardship or other good cause to reduce the fines below the reduction
151 guidelines. The board or special magistrate shall exercise this authority with great caution
152 and only in documented and exceptional circumstances. An applicant alleging financial
153 hardship has the burden of presenting evidence of inability to pay the fines.

154
155 (k) If fines are reduced, the order of the board or special magistrate shall provide that, if
156 the applicant fails to pay the reduced fines by the date ordered by the board or special
157 magistrate, then the original amount of the total fines shall be automatically reinstated.
158 The board or special magistrate may impose conditions on the granting of a request for
159 mitigation of the fines and may allow additional hearings upon request if necessary to
160 establish compliance with said conditions before an order reducing the fines is entered.

161
162 (l) The order reducing the fines shall not be recorded in the public records and the order
163 shall so provide.

164
165 (m) Upon receipt of timely payment in full of the mitigated amount of fines and the
166 recording costs, the City shall record a satisfaction of lien in the public records, if
167 applicable.

168
169 (n) A mitigation of fines shall only be granted once as to any violation of an order of the
170 board or special magistrate. No mitigation shall be granted:

171 (1) To reduce an initial civil penalty or an award of administrative costs;

172 (2) To reduce the fines for an uncorrectable violation;

173 (3) If the City Attorney has requested authorization to bring further enforcement
174 action or commenced an action to obtain compliance with the order of the board
175 or special magistrate, including, but not limited to, an action for injunctive relief,
176 foreclosure, or money judgment; or

177 (4) If, for whatever reason, the fines have already been paid.

178
179 * * *

180
181 **Section 3. Codification.** That it is the intention of the City Council and it is
182 hereby ordained that the provisions of this Ordinance shall become and be made a part
183 of the City Code, that the sections of this Ordinance may be renumbered or relettered to
184 accomplish such intentions, and that the word Ordinance shall be changed to Section or
185 other appropriate word.



AGENDA MEMORANDUM

Meeting Date: 10/10/2022

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

Via: William Alonso, City Manager/Fin Director

From: Tammy Romero, Assistant City Manager

Subject: River Cities Gazette – Local Advertising

RECOMMENDATION: Recommendation by staff that Council approve an expenditure to River Cities Gazette, as a sole source local print publishing provider, on an "as needed basis" in the amount of \$32,200.00. The River Cities Gazette provides for expanded access reaching every residential home and including local businesses within City limits through mailed or delivered publishing newspaper. In addition, the City fulfills its publishing requirements for legal notices in the generally circulated Daily Business Review and the Miami Herald, additionally on its Official Website. The City utilizes the Gazette for courtesy notices, City's events, and local City updates. Funds were budgeted in the FY22/23 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code.

DISCUSSION: Advertising for greater local access and more informative notification of advertising and legal notices to the residents of ordinances and state and federal grant awards of the City and for the four-page full color monthly News Bulletin mailed to all residents.

FISCAL IMPACT: Funds were approved in the FY 22/23 Budget.

<p><u>Submitted by:</u></p> <p>Department: <u>City Manager</u></p> <p>Prepared by: <u>Tammy Romero</u></p> <p>Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><u>Approved by (sign as applicable):</u></p> <p>Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p><u>Funding:</u></p> <p>Dept./ Desc.: Various Depts.</p> <p>Account No.: City Clerk/ Promotion & Adv. 001-0301-513-48-02: \$5,000.00 Fin. /Promotion & Adv. /001-0501-513-47-00: \$500.00 Fin./Prof. Serv./Promotion & Adv. /001-0502-513-47-00: \$19,200.00 Recreation/ Promotion & Adv./ 001-5701-572-47-00: \$2,500.00 Golf/ Promotion & Adv./ 001-5707-572-48-00: \$5,000.00 Additional Funding: \$ _____ Amount previously approved: \$ _____ Current request: <u>\$32,200.00</u> Total vendor amount: <u>\$32,200.00</u></p>
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AGENDA MEMORANDUM

Meeting Date: 10/24/2021

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

Via: William Alonso, City Manager/Fin. Director

From: Lazaro Garaboa, Public Works Director

Subject: Purchase Order Increase – Petersen Industries

RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Petersen Industries, a sole source provider, as there is only one source (proof attached) for the required in an amount not to exceed \$30,000.000 for the hydraulic parts for the cranes, pursuant to Section §31.11 (E)(6)(c) of the City Code.

DISCUSSION: Repair the hydraulic parts on the cranes.

Submission Date and Time: 10/17/2022 2:56 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: _____	Dept./ Desc.: <u>City Cranes.</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: _____	Account No.: <u>xxx-xxxx-xxx-4510</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____ Current request: \$ <u>30,000.00</u> Total vendor amount: \$ <u>30,000.00</u>



RE: Lightning Loader Parts

To Whom It May Concern:

This letter is to confirm that Peteresen Industries sells Lightning Loader parts directly to customers at the factory direct price. Those parts that we manufacture ourselves, which includes most of the parts that make up the loader, are available directly from Peteresen and are proprietary parts.

Peteresen stocks over \$750,000 worth of parts at the factory. Most parts, with the exception of some larger assemblies, will ship the day the order is received. Our Parts Department is open Mon – Fri from 7:00AM – 4:30PM. Our staff stands by ready to assist.

If you have any questions, please contact James Miller, our Parts Department Manager, at 1-800-930-5623, ext. 240.

Sincerely
James Miller
Parts/Service Manager

WWW.PETERSENIND.COM

4000 SR 60 West | Lake Wales, FL 33859-8234 | t 800.930.LOAD (5623) | p 863.676.1493 | f 863.676.6844



AGENDA MEMORANDUM

Meeting Date: 10/24/2022

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

Via: William Alonso, City Manager/Fin. Director

From: Lazaro Garaboa, Public Works Director

Subject: Metro Express, Inc. – Purchase Order for Concrete Curbside/Sidewalk Construction, Milling, and Resurfacing of Asphalt Concrete and Striping Services

RECOMMENDATION: Recommendation by Public Works that Council adopt the attached resolution approving an amendment to the City’s Agreement with Metro Express, Inc. and authorize the City Manager to issue a purchase order to Metro Express for \$200,000 for City-wide street milling and paving as well as sidewalk repaving and repairs as funds were budgeted in the FY 22/23 Budget.

DISCUSSION: On May 9, 2022, the City of Miami Springs Council adopted Resolution No. 2022-4000, approving an agreement with Metro Express, Inc.(the "Vendor") for concrete curbing/sidewalk construction, milling and resurfacing of asphalt concrete and striping of City street and parking lots (the “Services”) on an as-needed basis utilizing the terms and conditions of a competitively awarded contract entered into between the City of Miami Beach and the Vendor pursuant to ITB-2018-033-ND. The City Council authorized the issuance of a purchase order for City-wide sidewalk completion and the ADA ramp project in an amount not to exceed \$89,772.50.

On May 23, 2022, the City Council adopted Resolution No. 2022-4003 approving the issuance of a purchase order for concrete curbside/sidewalk repair services on an as-needed basis in an amount not to exceed \$50,000.

On August 22, 2022, the City Council adopted Resolution No. 2022-4021 approving the issuance of an additional purchase order for concrete curbside/sidewalk repair services on an as-needed basis in an amount not to exceed \$100,000.

The City and Vendor have mutually agreed to modify the terms of the Agreement to extend the term of the Agreement through November 7, 2023, with two additional one-year renewal periods, as set forth in the First Amendment to the Agreement, which is attached to the Resolution.

The City is in need of conducting as-needed street milling and paving, as well as sidewalk repaving and repairs and requests that the Council approve the issuance of a purchase order of \$200,000 for these purposes in accordance with the City’s Agreement with the Vendor and the proposed First Amendment.

Submission Date and Time: 10/19/2022 5:24 PM

<p>Submitted by: Department: <u>Public Works</u> Prepared by: <u>Rachel Buckner</u> Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Approved by (sign as applicable): Dept. Head: _____ Procurement: _____ Asst. City Mgr.: _____ City Manager: _____</p>	<p>Funding: Dept./ Desc.: <u>CITT</u> Account No.: <u>135-0902-541.46-00</u> Additional Funding: _____ Amount previously approved: \$ _____ Current request: \$ <u>200,000.00</u> Total vendor amount: \$ <u>200,000.00</u></p>
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RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A FIRST AMENDMENT TO THE AGREEMENT WITH METRO EXPRESS, INC. TO EXTEND THE TERM OF THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO METRO EXPRESS, INC. FOR CONCRETE CURBSIDE/SIDEWALK CONSTRUCTION, MILLING, AND RESURFACING OF ASPHALT CONCRETE AND STRIPING SERVICES ON AN AS-NEEDED BASIS FOR FISCAL YEAR 2022-23 IN AN AMOUNT NOT TO EXCEED \$200,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 9, 2022, the City of Miami Springs (the “City”) Council adopted Resolution No. 2022-4000, approving an agreement (the “Agreement”) with Metro Express, Inc. (the “Vendor”) for concrete curbside/sidewalk construction, milling and resurfacing of asphalt concrete and striping services on an as-needed basis (the “Services”) utilizing the terms and conditions of a competitively awarded contract entered into between the City of Miami Beach and the Vendor pursuant to ITB-2018-033-ND; and

WHEREAS, the City and Vendor have mutually agreed to modify the terms of the Agreement to extend the term of the Agreement through November 7, 2023, with two additional one year renewal periods, as set forth in the First Amendment to the Agreement attached hereto as Exhibit “A” (the “First Amendment”); and

WHEREAS, the City desires to utilize the Services of the Vendor to make repairs to City sidewalks and streets on an as-needed basis for fiscal year 2022-23 (the “Repairs”) in an amount not to exceed \$200,000; and

WHEREAS, in accordance with the terms of the Agreement and the First Amendment, the City Council seeks to approve the First Amendment and authorize the issuance of a purchase order to the Vendor for the Services for the Repairs in an amount not to exceed \$200,000; 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. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval and Authorization of Agreement. That the City Council hereby approves the First Amendment with the Vendor and authorizes the City Manager to execute the First Amendment in substantially the form attached hereto as Exhibit "A," subject to the approval of the City Attorney as to form, content, and legal sufficiency.

Section 3. Authorization to Issue Purchase Order. That the City Council hereby authorizes the City Manager to issue a Purchase Order to the Vendor for the Services to make the Repairs consistent with the terms of the Agreement and the First Amendment and to expend budgeted funds in an amount not to exceed \$200,000.

Section 4. Implementation. That the City Manager is authorized to execute any purchase order, work order, or other required documentation for the Services described in this Resolution and to take any action that 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. Victor Vazquez
Councilman Bob Best
Councilwoman Jacky Bravo
Councilman Dr. Walter Fajet
Mayor Maria Puente Mitchell

PASSED AND ADOPTED this 24th day of October, 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

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
METRO EXPRESS, INC.**

THIS FIRST AMENDMENT to the **PROFESSIONAL SERVICES AGREEMENT** (the “First Amendment”) is entered into as of the _____ day of _____, 2022 (the “Effective Date of First Amendment”), by and between the **CITY OF MIAMI SPRINGS**, a Florida municipal corporation, (the “City”) and **METRO EXPRESS, INC.**, a Florida for-profit corporation (hereinafter, the “Contractor”), collectively referred to as the “Parties.”

WHEREAS, on May 9, 2022, the City Council adopted Resolution No. 2022-4000, approving an agreement (the “Agreement”) with the Contractor for concrete curbside/sidewalk construction services on an as-needed basis (the “Services”) utilizing the terms and conditions of a competitively awarded contract entered into between the City of Miami Beach and the Contractor pursuant to ITB-2018-033-ND (the “City of Miami Beach Contract”); and

WHEREAS, the City and the Contractor have mutually agreed to modify the terms of the Agreement to extend the term of the Agreement through November 7, 2023, with two additional one year renewal periods as further set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the City and Contractor agree as follows:¹

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.

2. **Amending Article 2, “Contract Time,” of the City of Miami Beach Contract.** Section 2.1 of Article 2, “Contract Time,” of the City of Miami Beach Contract is hereby deleted in its entirety and replaced as follows:

2.1. Term/Commencement Date.

2.1.1. The term of this Agreement shall be from the date of contract execution through November 7, 2023, thereafter, unless earlier terminated in accordance with Section 5.15 of the City of Miami Beach Contract. Additionally, the City Manager may renew this Agreement for two additional one year periods on the same terms as set forth herein upon written notice to the Contractor.

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

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

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

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

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

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

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



AGENDA MEMORANDUM

Meeting Date: 10/24/2022

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: Parks and Recreation Vehicle Purchase

Recommendation: Recommendation by the Recreation Department that Council authorizes the issuance of a Purchase Order to Alan Jay Fleet, by utilizing Sourcewell Solicitation Number: RFP #091521 (attached), for the remainder of their contract term, including any extensions through 11/8/2025 in the amount of \$31,379.00 for one (1) 2023 Ford F-150 Regular Cab 2WD, as these funds are available in the FY 21/22 Budget, pursuant to Section § 31.11 (E)(5) of the City Code.

Discussion: Purchase of one (1) 2023 Ford F-150 Regular Cab 2WD to be added to the existing Parks and Recreation Fleet.

Fiscal Impact: None as funds were approved in the FY 22/23 Budget.

Submission Date and Time: 10/19/2022 1:54 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Recreation</u>	Dept. Head: <u></u>	Dept./ Desc.: <u>Recreation Department</u>
Prepared by: <u>Omar Luna</u>	Procurement: _____	Account No.: <u>001-5701-572.64-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ <u>31,379.00</u>
		Total vendor amount: \$ <u>31,379.00</u>

RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF ONE VEHICLE FOR THE PARKS AND RECREATION DEPARTMENT FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC. IN AN AMOUNT NOT TO EXCEED \$31,379 UTILIZING THE TERMS AND CONDITIONS OF SOURCEWELL CONTRACT NO. 091521-NAF PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) desires to purchase one 2023 Ford F-150 Regular Cab 2WD and related accessory equipment (the “Vehicle and Accessory Equipment”) to add a vehicle to the Parks and Recreation Department vehicle fleet and facilitate the provision of the Parks and Recreation Department’s day-to-day operations; and

WHEREAS, the type of purchase contemplated by the City has been competitively bid by Sourcewell, a service cooperative created by the Minnesota legislature as a unit of government, which has entered into Sourcewell Contract No. 091521-NAF (the “Sourcewell Contract”) with Alan Jay Automotive Management, Inc. d/b/a Alan Jay Fleet Sales, as an approved associate dealer of the National Auto Fleet Group (the “Vendor”); and

WHEREAS, in accordance with Section 31-11(E)(5) of the City’s Code of Ordinances, the City Council seeks to approve the purchase of the Vehicle and Accessory Equipment from the Vendor in an amount not to exceed \$31,379, consistent with the Sourcewell Contract and the Vendor’s quote, attached hereto as Exhibit “A” (the “Quote”), as the pricing offered pursuant to the Sourcewell Contract is in the City’s best interest; and

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

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

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

Section 2. Approval. That pursuant to Section 31-11(E)(5) of the City Code, the City Council hereby approves of the purchase of the Vehicle and Accessory Equipment from the Vendor and the expenditure of budgeted funds in an amount not to exceed \$31,379, consistent with the Sourcewell Contract and the Vendor’s Quote attached hereto as Exhibit “A”.

Section 3. Implementation. That the City Manager is authorized to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form and legality, and to take any action that is reasonably necessary to implement the purpose of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

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

PASSED AND ADOPTED this 24th day of October, 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

**Solicitation Number: RFP #091521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

72 Hour LLC dba: National Auto
Fleet Group

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
11/4/2021 | 1:28 PM CDT
Date: _____

DocuSigned by:
Jesse Cooper
By: FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
11/4/2021 | 10:46 AM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
11/4/2021 | 1:34 PM CDT
Date: _____

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name: 72 HOUR LLC

Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group

Address: 490 Auto Center Drive
Watsonville, CA 95076

Contact: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Phone: 951-440-0585

Fax: 831-840-8497

HST#: 263297677

Submission Details

Created On: Tuesday August 24, 2021 16:34:10

Submitted On: Tuesday September 14, 2021 14:10:21

Submitted By: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Transaction #: d2e890de-e761-4f47-9b23-bef3d512bd76

Submitter's IP Address: 76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California.</p> <p>We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today.</p> <p>Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us.</p> <p>National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price.</p> <p>The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.</p>
10	What are your company's expectations in the event of an award?	<p>If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again.</p> <p>Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.</p>
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of \$52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members.</p> <p>Referenced below is a short register of some of our market success from awarded government contracts that encompass over \$140,000,000.00 worth of products and goods under our current Sourcewell Contract.</p> <p>A. City of San Diego, CA \$ 72,000,000 contract under our Sourcewell Contract 120716-NAF.</p> <p>B. City of San Diego, CA \$ 55,400,000 contract under our Sourcewell Contract 081716-NAF.</p> <p>C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF.</p> <p>D. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles.</p> <p>E. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcewell Contract 120716-NAF.</p> <p>F. City of Los Angeles Harbor, CA Contract for \$1,500,000 under our Sourcewell Contract 120716-NAF.</p> <p>G. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF.</p> <p>H. City of Costa Mesa, CA Contract \$1,023,220 under our Sourcewell Contract 120716-NAF.</p> <p>I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF.</p> <p>J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF.</p> <p>We have also attached our Commitment Letter's for unparalleled support from leading nationally recognized upfit suppliers such as The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG.</p> <p>Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion.</p> <p>In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions.</p> <p>Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.</p>
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.</p>
16	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8.</p> <p>CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License</p>
17	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Not Applicable, none.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcwell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcwell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of \$200 million.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794
County of Venture, CA	Mr. Jorge Brilla	805-672-2044
City of Austin, TX	Mr. Matt Sager	512-978-2637
County of San Joaquin, CA	Mr. David Myers	209-468-9745
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV	Over 15M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually.</p> <p>With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.</p>

26	Dealer network or other distribution methods.	<p>Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products.</p> <p>Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.</p>	*
27	Service force.	<p>The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.</p>	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfitting or end user desired delivery location.</p>	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>To best demonstrate our Customer Service program, kindly reference the ZIP file "Member Walk Through" that is attached in the Additional Documents folder. Please begin with and review in order that is explained below:</p> <p>How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they build.</p> <p>How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members.</p> <p>Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format.</p> <p>ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in.</p> <p>Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly.</p> <p>Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes.</p> <p>Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.</p>	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG's competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.</p>	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.</p>	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies.</p> <p>Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notch customer service to build brand awareness.</p> <p>Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness.</p> <p>Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support.</p> <p>Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States.</p> <p>NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports.</p> <p>Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis.</p> <p>NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business.</p> <p>Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs.</p> <p>"I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."</p>

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing through our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with.</p> <p>National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies:</p> <p>Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract.</p> <p>How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract.</p> <p>In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote.</p> <p>ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status.</p> <p>Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold.</p> <p>Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles.</p> <p>Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders.</p> <p>NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions.</p> <p>Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs.</p> <p>Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information.</p> <p>The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs.</p> <p>Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency.</p> <p>Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.</p>

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website.</p> <p>We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed.</p> <p>Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone.</p> <p>If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.</p>
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Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owned such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personally walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to \$2,500 per vehicle. However, any dollar amount higher than \$2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirety. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process that calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit \$ 300 per vehicle purchased through NAFG and \$ 200 per vehicle purchased through our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
74	Vans	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
 - [Financial Strength and Stability](#) - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
 - [Marketing Plan/Samples](#) - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
 - [WMBE/MBE/SBE or Related Certificates](#) - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
 - [Warranty Information](#) - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
 - [Standard Transaction Document Samples](#) - Standard Transaction.zip - Monday September 13, 2021 19:54:48
 - [Upload Additional Document](#) - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	<input checked="" type="checkbox"/>	1

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	41652-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
10/13/2022

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/13/2022

REQUESTING AGENCY	MIAMI SPRINGS, CITY OF		
CONTACT PERSON	ZUZELL MURGUIDO	EMAIL	MurguidoZ@miamisprings-fl.gov
PHONE	305-805-5054	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com

MODEL	F1C 100A	MSRP	\$34,165.00
2023 FORD F-150 REGULAR CAB 2WD XL 6.5' BED 122" WB			

CUSTOMER ID	BASE VEHICLE PRICE	\$28,624.00
BED LENGTH	6.5' BED	

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
YZ AS	EXTERIOR COLOR Oxford White with Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
99B 44G	Engine: 3.3L V6 PFDI, Transmission: Electronic 10-Speed Automatic	\$0.00
153	FRONT LICENSE PLATE BRACKET	\$0.00
18B	BLACK PLATFORM RUNNING BOARDS	\$245.00
53A	Trailer Tow Package (Pro Trailer Backup Assist with Pro Trailer Hitch Assist is included only in Tow Technology package (17T). Ordering the Trailer Tow Package does not include Trailer Tow Mirrors. Trailer Tow Mirrors are a standalone option and must be ordered separately. (Option Code: 54Y/59S).) -inc: Towing capability up to TBD lbs, tailgate LED, Class IV Trailer Hitch Receiver, towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (BLIS w/trailer tow coverage where BLIS is available), Integrated Trailer Brake Controller	\$1,320.00
52X	AUTO START-STOP REMOVAL	(\$25.00)
PW PL	PWR WINDOWS AND LOCKS (INCL)	\$0.00
RKE	REMOTE KEYLESS ENTRY (STD)	\$0.00
BT	BLUE TOOTH (STD)	\$0.00
BUC	FACTORY BACK UP CAMERA(STD).	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$1,540.00
HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.		\$650.00
ATB-18-LP	HD Aluminum tool box with low-profile single lid and 18" depth.		\$565.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.		\$0.00

TRADE IN	CONTRACT OPTIONS	\$1,215.00
	VEHICLE TOTAL	\$30,164.00
	MSRP DISCOUNT	11.7%
	ACCESSORY TOTAL	\$1,215.00
	CUSTOMER PRICE	\$31,379.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ \$0.00

TOTAL COST LESS TRADE IN(S) QTY 1 \$31,379.00

Estimated Annual payments for 60 months paid in advance: \$7,027.61
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **SCOTT WILSON** FLEET SALES MANAGER scott.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box (✔ Complete)



Note: Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box

MSRP: \$34,085.00

Interior: Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat

Exterior 1: Oxford White

Exterior 2: No color has been selected.

Engine: 3.3L V6 PFDI

Transmission: Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
F1C	[Fleet] 2023 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box	\$34,085.00
OPTIONS		
101A	Equipment Group 101A Standard	(\$750.00)
153	Front License Plate Bracket	\$0.00
18B	Black Platform Running Boards	\$250.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00
52X	Auto Start-Stop Removal	(\$50.00)
53A	Trailer Tow Package	\$1,325.00

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Data Version: 17237. Data Updated: Aug 18, 2022 6:51:00 PM PDT.



Alan Jay Fleet Sales

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Vehicle: [Fleet] 2023 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box (✔ Complete)

53B	Class IV Trailer Hitch Receiver	Inc.	
64C	Wheels: 17" Silver Steel		\$0.00
67T	Integrated Trailer Brake Controller	Inc.	
99B	Engine: 3.3L V6 PFDI	Inc.	
AS	Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat		\$0.00
X26	3.73 Axle Ratio		\$0.00
YZ	Oxford White		\$0.00
___	Tires: 245/70R17 BSW A/S		\$0.00

SUBTOTAL	\$34,860.00
Adjustments Total	\$0.00
Destination Charge	\$1,795.00
TOTAL PRICE	\$36,655.00

FUEL ECONOMY

Est City:19 (2022) MPG

Est Highway:24 (2022) MPG

Est Highway Cruising Range:552.00 mi

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Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box (Complete)

Standard Equipment

Mechanical

- Engine: 3.3L V6 PFDI -inc: flex-fuel capability (STD)
- Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail (STD)
- 3.55 Axle Ratio (STD)
- 50 State Emissions
- Engine Auto Stop-Start Feature
- Rear-Wheel Drive
- 70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
- 200 Amp Alternator
- Towing Equipment -inc: Trailer Sway Control
- Trailer Wiring Harness
- 1985# Maximum Payload
- GVWR: 6,010 lbs Payload Package
- HD Shock Absorbers
- Front Anti-Roll Bar
- Electric Power-Assist Speed-Sensing Steering
- 23 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Double Wishbone Front Suspension w/Coil Springs
- Solid Axle Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Exterior

- Wheels: 17" Silver Steel (STD)
- Tires: 245/70R17 BSW A/S (STD)
- Regular Box Style
- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint
- Black Front Bumper w/Body-Colored Rub Strip/Fascia Accent

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Vehicle: [Fleet] 2023 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box (Complete)

Exterior

- Black Rear Step Bumper
- Black Side Windows Trim
- Black Door Handles
- Black Power Heated Side Mirrors w/Manual Folding
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Auto High Beam

Entertainment

- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Radio Data System
- Radio: AM/FM Stereo w/4 Speakers -inc: auxiliary audio input jack
- Fixed Antenna

Interior

- Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest
- Driver Seat
- Passenger Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer
- FordPass Connect 4G Mobile Hotspot Internet Access
- Front Cupholder
- Compass
- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
- Cruise Control w/Steering Wheel Controls

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Vehicle: [Fleet] 2023 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box (Complete)

Interior

- Manual Air Conditioning
- Locking Glove Box
- Interior Trim -inc: Cabback Insulator and Metal-Look Interior Accents
- Full Cloth Headliner
- Urethane Gear Shifter Material
- Day-Night Rearview Mirror
- Passenger Visor Vanity Mirror
- Mini Overhead Console w/Storage and 1 12V DC Power Outlet
- Front Map Lights
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Pickup Cargo Box Lights
- Smart Device Remote Engine Start
- SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual
- Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver And Passenger Door Bins
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks w/Autolock Feature
- Trip Computer
- Outside Temp Gauge
- Analog Appearance
- Lane-Keeping System -inc: lane-keeping alert, lane-keeping aid and driver alert
- Pre-Collision Assist w/Automatic Emergency Braking -inc: pedestrian detection, forward collision warning and dynamic brake support
- Rear View Camera
- Seats w/Carpet Back Material
- Manual Adjustable Front Head Restraints
- Perimeter Alarm
- Securilock Anti-Theft Ignition (pats) Immobilizer
- 1 12V DC Power Outlet


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Vehicle: [Fleet] 2023 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box ( Complete)

Interior

Air Filtration

Safety-Mechanical

AdvanceTrac with Curve Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Reverse Sensing System Rear Parking Sensors

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Safety Canopy System Curtain 1st Row Airbags

Airbag Occupancy Sensor

Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Data Version: 17237. Data Updated: Aug 18, 2022 6:51:00 PM PDT.

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA PROVIDING FOR THE FOURTH AMENDMENT TO THE FISCAL YEAR 2021-22 GENERAL FUND BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) Charter prohibits any City department from incurring expenditures in excess of the department’s approved budget; and

WHEREAS, on September 27, 2021, the City Council adopted Resolution No. 2021-3940 adopting the City’s fiscal year 2021-2022 Budget (the “Budget”), which Budget has been amended throughout the fiscal year; and

WHEREAS, the Finance Department recommends amending the Budget to record the following General Fund expenditures and receipts: \$12,000 for special magistrate to code enforcement board and \$24,990 for the installation of new scoreboards at Prince Field; and

WHEREAS, Section 166.241(7), Florida Statutes authorizes the governing body of a municipality to amend the Budget at any time within a fiscal year; and

WHEREAS, the City Council has determined that the budget increases, recordations, and appropriations as provided in Exhibit “A” attached hereto and incorporated herein are both proper and appropriate, in accordance with general accepted municipal accounting principles, and should be approved as being in the best interest and welfare of the residents of the City.

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

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

Section 2. Third Amendment to Fiscal Year 2021-2022 Budget. That the City Council hereby authorizes and approves the amended budgetary appropriations as described in this Resolution and reflected on Exhibit “A” attached hereto and incorporated herein.

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

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

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

PASSED AND ADOPTED this 24th day of October, 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

EXHIBIT A
FOURTH AMENDMENT TO FISCAL YEAR 2021-2022 BUDGET

EXHIBIT "A"

**City of Miami Springs
FY 2021-22 Budget Amendment
All Operating Funds**

Fund/Classification	Adopted Budget	Amendment No. 4	Ref	Amended Budget
General Fund				
Revenues				
Taxes	\$9,210,406			\$9,210,406
Excise Taxes	2,739,000			2,739,000
Licenses & Permits	199,000			199,000
Intergovernmental Revenues	2,255,407			2,255,407
Charges for Services	3,144,350			3,144,350
Fines & Forfeitures	756,817			756,817
Miscellaneous	398,690	-		398,690
Proceeds from debt	105,000			105,000
Transfers from other funds	721,002			721,002
Fund Balance	548,688	\$36,990	1	585,678
Total General Fund	\$20,078,360	\$36,990		\$20,115,350
Expenditures				
City Council	171,856			171,856
City Manager	440,256			440,256
City Clerk	334,254			334,254
City Attorney	224,722			224,722
Human Resources	314,030			314,030
Finance-Administration	455,056			455,056
Finance-Professional Services	317,741			317,741
Information Technology	407,207			407,207
Planning	122,850			122,850
Police	8,053,401			8,053,401
Code Enforcement	262,086	12,000	1	274,086
Public Works	2,250,440			2,250,440
Recreation & Culture	2,876,845	24,990	2	2,901,835
Golf Operations	2,225,622		0	2,225,622
Transfers to other funds	1,621,994			1,621,994
Budgeted Increase to reserves	0			0
Total General Fund	20,078,360	36,990		20,115,350
Sanitation Operations	3,076,864	0		3,076,864
Stormwater Operations	408,634			408,634
Total Enterprise Funds	2,945,498	\$0		\$3,485,498
Special Revenue & Capital Projects				
Road & Transportation	628,868			\$628,868
Senior Center Operations	1,023,039	0		1,023,039
Capital Projects	485,526	0		485,526
Building Operations	1,120,689			1,120,689
Law Enforcement Trust	158,407			158,407
Total Special Revenue & Capital Projects Funds	3,152,734	\$0		\$3,416,529
Debt Service	1,684,256	\$0		\$1,684,256
Total Debt Service	1,684,256			\$1,684,256
GRAND TOTAL ALL FUNDS	\$27,515,302	\$36,990		\$28,701,633

Legend:

- 1) Budget for Special Magistrate FY21-22 approved by Council
- 2) Budget \$24,990 for installation of scoreboards



AGENDA MEMORANDUM

Meeting Date: 8/22/2022

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

Via: William Alonso, City Manager/ Finance Director

From: Tammy Romero, Assistant City Manager

Subject: Authorize the execution of an interlocal agreement with the Transportation Planning Organization (TPO)

RECOMMENDATION: Recommendation by Staff that Council authorize the execution of an agreement with the Transportation Planning Organization (TPO), under the Unified Planning Work Program (UPWP) for a Parking Analysis in the amount of \$50,000.00 on a cost reimbursement basis with a 20% minimum local match requirement.

DISCUSSION: This parking analysis grant will be conducted for the Downtown District only to provide funding for the City to inventory its current on-street and off-street public parking facilities and determine parking deficits and surpluses; determine future parking demand based on new and projected development; identify opportunities to enhance connections to public transportation to support multi-modal transportation; identify opportunities for expansion of parking supply; and the look into the possibility of instituting a Pay-to-Park plan. The analysis will assist the City in determining the feasibility of providing more parking spaces to the business community. Finally, the parking analysis will look at the City's schedule of developments and land use to identify gaps and suggest ways to increase the availability of public parking.

These tasks will be accomplished by the following tasks:

1. Public Outreach – Seek public input related to gaps in parking (one Council meeting and one Business Task Force Meeting, where the public will be invited);
2. Analysis of Existing Conditions – Inventory existing public parking spaces including all ADA spaces;
3. Develop a Needs Assessment – Identify a list of recommended improvements taking into consideration existing conditions, gaps in the level of service, multi-modal transportation options, the impact of autonomous vehicles, connections to the regional transportation network and the possibility of instituting a Pay-to-Park plan;
4. Draft a Parking Analysis Report – A comprehensive report documenting the outreach, existing conditions and needs to be provided to FDOT for review and comments; and
5. Complete a Final Parking Analysis Report – Detailed summary of project findings, maps of existing parking locations and capacity, recommendations to increase the level of service, recommendations for alternatives during planned construction, recommendations for parking expansion or reduction, and a visual representation of public parking with links to regional transportation facilities.

FISCAL IMPACT: This Agreement does require a 20% match on the part of the City. The contributions are as follows: TPO Award \$50,000.00 and the City's match of \$10,000.00.

RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ACCEPTING A MUNICIPAL GRANT PROGRAM AWARD IN THE AMOUNT OF \$50,000; APPROVING A GRANT AGREEMENT WITH THE MIAMI-DADE TRANSPORTATION PLANNING ORGANIZATION FOR THE CITY OF MIAMI SPRINGS PARKING ANALYSIS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Miami-Dade Transportation Planning Organization (the “TPO”) developed the Municipal Grant Program to have municipalities within Miami-Dade County submit transportation planning proposals to receive federal transportation planning funding on a competitive basis (the “Program”); and

WHEREAS, participation in the Program requires a minimum of 20% funding commitment from the municipality; and

WHEREAS, the City of Miami Springs (the “City”) submitted a transportation planning proposal (the “Scope of Services”) to the TPO for the Miami Springs Parking Analysis (the “Project”); and

WHEREAS, the goal of the Project, as set forth in the Scope of Services, is to increase the safety and accessibility of the City’s transportation facilities by ensuring that parking on the right of ways, easements, and other public property is not disrupting the flow of the transportation network from a multi-modal standpoint in order to create more opportunities for pedestrian and bicycle transit, and a component of this is creating bicycle parking; and

WHEREAS, the TPO has awarded the City a Program grant (the “Grant”) in the amount of \$50,000 for the Project; and

WHEREAS, the total Project cost is \$80,000, with the City contributing \$30,000 or 37.5% of the total Project cost; and

WHEREAS, to secure the Program Grant, the City must enter into an Interlocal Agreement (the “Agreement”) with the TPO in substantially the form attached hereto as Exhibit “A”; and

WHEREAS, the City Council wishes to accept the Grant, approve the Agreement,

and authorize the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A" (the "Agreement"); and

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

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

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

Section 2. Acceptance. That the City Council hereby accepts the Grant in the amount of \$50,000 from the TPO.

Section 3. Approval. That the City Council hereby approves the Agreement with the TPO relating to the Grant for the Project.

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

Section 5. Implementation. That the City Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution and the Grant, including expenditure of budgeted funds.

Section 6. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

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

PASSED AND ADOPTED this 24th day of October, 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

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the Miami-Dade Transportation Planning Organization (“TPO”), hereinafter called the TPO and the *City of Miami Springs*, a municipal corporation of the State of Florida (“City”). The City and the TPO may each be referred to individually as a “Party” and may collectively be referred to as the “Parties.”

The TPO and the *City of Miami Springs* have determined to jointly fund the *City of Miami Springs Parking Analysis* and the *City of Miami Springs* has determined to provide the services for such study and its share of the costs thereof as provided below.

WITNESSETH:

ARTICLE 1.00: The TPO does hereby retain the *City of Miami Springs* to provide the services for the *City of Miami Springs Parking Analysis*, which services are described in Exhibit "A": "Scope of Services", and Exhibit "B": "Project Schedule". The parties further agree that the project costs are provided in Exhibit "C": "Project Cost." The E-Verify Certification provided in Exhibit “D” must be signed by the recipient. In addition, Exhibit “E”: “Title VI Quarterly Progress Report” must be filled out and transmitted to the TPO on a quarterly basis concurrently with the Unified Planning Work Program schedule. The referenced exhibits are attached hereto and made part hereof as though fully recited herein. **Article 16.00** governs each party’s obligations for its portion of the Project Cost.

ARTICLE 2.00: The TPO and the *City of Miami Springs* mutually agree to furnish, each to the other, the respective services, information, and items as described in Exhibit "A" Scope of Services, Exhibit "B" Tentative Project Schedule, Exhibit "C" Project Cost and Exhibit “D” E-Verify Certification. The TPO agrees to furnish the *City of Miami Springs* and its duly designated representatives’ information including, but not limited to, existing data and projects related to the study area which may be available in other governmental offices. The *City of Miami Springs* agrees to perform or cause to be performed, in a timely and professional manner, the work elements set forth

in the above-enumerated Exhibits, in accordance with the Schedule set forth in Exhibit "B".

Before initiating the work described in Exhibits "A", "B" and "C", the TPO Executive Director or her designee shall execute and issue the *City of Miami Springs* a Notice-to-Proceed with the work described in said Exhibits, such work to constitute performance of the *City of Miami Springs Parking Analysis* as set forth in said Exhibits.

ARTICLE 3.00: The services to be rendered by the *City of Miami Springs* shall be commenced subsequent to the execution and issuance of the Notice-to-Proceed and shall be completed within *twelve (12) months* from the date of execution and issuance of the Notice-to-Proceed.

ARTICLE 4.00: The *City of Miami Springs* agrees to provide Project Schedule progress reports on a quarterly basis and in a format acceptable to the TPO Executive Director. The TPO Executive Director shall be entitled at all reasonable times to be advised, upon written request, as to the status of work being done by the *City of Miami Springs* and of the details thereof. Coordination shall be maintained by the *City of Miami Springs* with the TPO Project Manager and other representatives. Either parties to the agreement may request in writing and be granted a conference. The parties also agree to establish a Study Advisory Group comprised of stakeholders and led by the TPO's and City of Miami Spring's respective Project Managers.

ARTICLE 5.00: In the event there are delays on the part of the TPO as to the approval of any of the materials submitted by the *City of Miami Springs* or if there are delays occasioned by circumstances beyond the control of the *City of Miami Springs* which delay the Project Schedule completion date, the TPO Executive Director or her designee shall grant the *City of Miami Springs* by a letter an extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work.

It shall be the responsibility of the *City of Miami Springs* to ensure at all times that sufficient contract time remains within which to complete services on the project and each major Task Group as designated with roman numerals on the Exhibits. In the event there have been delays which would affect the project completion date or the completion date of any major Task Group, the *City of Miami Springs* shall submit a written request to the TPO Executive Director or her designee *twenty (20)*

days prior to the schedule completion date which identifies the reason(s) for the delay and the amount of time related to each reason. The TPO Executive Director or her designee will review the request and make a determination as to granting all or part of the requested extension. Scheduled completion dates shall be determined by the elapsed times shown in Exhibit "B" and the issue date of the Notice-to-Proceed.

In the event contract time expires and the *City of Miami Springs* has not requested, or if the TPO Executive Director or her designee has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the TPO Executive Director or her designee.

SUB-ARTICLE 5.10: The failure of any party to comply with its obligations hereunder shall be excused to the extent such party's performance has been rendered impossible as a result of: an act of God, strike, labor dispute, war, fire, earthquake, epidemic, pandemic, riots, act of public enemies, acts or threats of terrorism, action of federal, state or local governmental authorities or for any other reason beyond the reasonable control of the party claiming protection by reason of such force majeure event ("Force Majeure Event"). The party claiming protection by reason of such Force Majeure Event shall give written notice to the other party as soon as practicable but no later than five (5) business days after the date the Force Majeure Event occurred.

ARTICLE 6.00: The *City of Miami Springs* shall maintain an adequate and competent professional staff and may associate with it, for the purpose of its services hereunder, without additional cost to the TPO, other than those costs negotiated within the limits and terms of this Agreement and upon approval by the TPO Executive Director, such specialists as the *City of Miami Springs* may consider necessary.

ARTICLE 7.00: The TPO shall not be liable for use by the *City of Miami Springs* of plans, documents, studies or other data for any purpose other than intended by the terms of this Agreement.

ARTICLE 8.00: All tracings, plans, specifications, maps, and/or reports prepared or obtained under this Agreement shall be considered research and shall be jointly owned by the TPO and the City

without restriction or limitation on their use; and shall be made available, upon request, by either party at any time. Copies of these documents and records shall be furnished to either party upon request, verbal or written, allowing reasonable time for the production of such copies.

SUB-ARTICLE 8.10: Records of costs incurred by the *City of Miami Springs* and all sub-consultants performing work on the project, and all other records of the *City of Miami Springs* and sub-consultants considered necessary by the TPO for proper audit of project costs, shall be furnished to the TPO upon request.

Whenever travel costs are included in the performance of services set forth in Exhibits "A", "B" and "C", the provisions of Miami-Dade County Administrative Order 6-1, shall govern *or Florida Statutes, whichever is more restrictive.*

The *City of Miami Springs* shall allow public access to all documents, papers, letters, or other material, subject to the provisions of Chapter 119, Florida Statutes, made or received by the *City of Miami Springs* in conjunction with this Agreement. Failure by the *City of Miami Springs* to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the TPO Executive Director.

ARTICLE 9.00: Title VI Compliance (Civil Rights Act of 1964) - During the performance of this agreement, the *City of Miami Springs*, for itself, its assignees and successors in interest, agree as follows:

1. Compliance with Regulations: The *City of Miami Springs* shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: The *City of Miami Springs*, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The *City of Miami Springs*

shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations made by the ***City of Miami Springs***, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the ***City of Miami Springs*** of the ***City of Miami Springs***'s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
4. Information and Reports: The ***City of Miami Springs*** shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the ***City of Miami Springs*** is in the exclusive possession of another who fails or refuses to furnish this information the ***City of Miami Springs*** shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the ***City of Miami Springs***'s noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the ***City of Miami Springs*** under the contract until the ***City of Miami Springs*** complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The *City of Miami Springs* shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The *City of Miami Springs* shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the *City of Miami Springs* becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the *City of Miami Springs* may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the *City of Miami Springs* may request the United States to enter into such litigation to protect the interests of the United States.
7. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public

entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the *City of Miami Springs* must take reasonable steps to ensure that LEP persons have meaningful access to the *City of Miami Springs's* programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits the *City of Miami Springs* from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SUB-ARTICLE 9.10: On January 4, 2011, Governor Rick Scott signed Executive Order Number 11-02 relating to verification of employment status (the "Order"). The Order directs all agencies under the direction of the Governor to include as a condition of all state contracts a requirement that the contracting party utilize the U.S. E-Verify system to "verify the employment of: (a) all persons employed during the contract term by the contractor to perform work pursuant to the contract with the state agency". The *City of Miami Springs* agrees to comply with the requirements of the Order and execute Exhibit "D".

ARTICLE 10.00: The TPO agrees to pay the *City of Miami Springs* compensation as per Article 16.00 of this Agreement and Exhibits "A", "B" and "C", attached hereto and made a part hereof.

ARTICLE 11.00: The TPO Executive Director may terminate this Agreement in whole or in part at any time the interest of the TPO requires such termination.

SUB-ARTICLE 11.10: If the TPO Executive Director determines that the performance of the *City of Miami Springs* is not satisfactory, the TPO Executive Director shall have the option of (a) immediately terminating the Agreement or (b) notifying the *City of Miami Springs* of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

SUB-ARTICLE 11.20: If the TPO Executive Director requires termination of the Agreement for reasons other than unsatisfactory performance of the *City of Miami Springs*, the TPO Executive Director shall notify the *City of Miami Springs* in writing of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

SUB-ARTICLE 11.30: If the Agreement is terminated before performance is completed, the *City of Miami Springs* shall be paid for the work satisfactorily performed. Payment is not to exceed the prorated amount of the total share of the project costs to be paid by TPO as provided in Article 16.00 agreement amount based on work satisfactorily completed. Such determination shall be based and calculated upon a percentage allocation of total project cost, by major Task Group.

ARTICLE 12.00: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders. Title and paragraph headings are for convenient reference and are not a part of this Agreement. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall control. 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 applicable local laws, codes, or regulations, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, 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 or limitation of its use.

ARTICLE 13.00: The *City of Miami Springs* warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the *City of Miami Springs*, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

SUB-ARTICLE 13.10: For the breach or violation of Article 13.00, the TPO Executive Director shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 14.00: The *City of Miami Springs* agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the TPO Executive Director or her designee and securing its consent. The *City of Miami Springs* also agrees that it shall not copyright or patent any of the data and/or information furnished in compliance with this Agreement, it being understood that, under Article 8.00 hereof, such data or information is the joint property of the TPO and the City. This Section shall not be construed to limit or restrict public access to documents, papers, letters or other material pursuant to Article 8.10 of this Agreement.

ARTICLE 15.00: The TPO shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money shall be paid on such contract.

ARTICLE 16.00: Payment of project costs - It is mutually agreed and understood that the Project Costs shall be as provided in Exhibit C. TPO shall pay the *City of Miami Springs* 62.5% of such Project Costs. The *City of Miami Springs* shall be responsible for the remaining Costs. The *City of*

Miami Springs shall invoice TPO monthly for TPO's share of Project Costs in a format acceptable to the TPO Executive Director or her designee and shall be paid therefore on a percentage of completion basis for each Task described in the Notice-to-Proceed executed in accordance with Article 2.00. The *City of Miami Springs* shall invoice 100% of the TPO's share of the Project Cost upon completion of all Task Orders, as indicated under Exhibit "A". The total compensation to be paid by the TPO to the *City of Miami Springs* hereunder shall not exceed ***Fifty Thousand Dollars (\$50,000.00)***.

SUB-ARTICLE 16.10: By executing this agreement the *City of Miami Springs* commits to fund the ***37.5% of the total cost*** local share minimum of this agreement as specified in Exhibit C.

SUB-ARTICLE 16.20: It is agreed that said compensation provided in Article 16.00 hereof shall be adjusted to exclude any significant sums where the TPO Executive Director shall determine that reported costs by the *City of Miami Springs* reflect inaccurate, incomplete or non-current costs. All such adjustments shall be made within sixty (60) days following the end of the Agreement and any adjustments shall be provided to the City in writing with sufficient detail explaining the reason(s) for said adjustments. For purpose of this Agreement, the end of the Agreement shall be deemed to be the date of final billing or acceptance of the work by the TPO Executive Director or her designee, whichever is later.

ARTICLE 17.00: Standards of Conduct - Conflict of Interest - The *City of Miami Springs* covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will be referred and made a part of this Agreement as though set forth in full. The *City of Miami Springs* agrees to incorporate the provisions of this article in any subcontract into which it might enter with reference to the work performed.

ARTICLE 18.00: The TPO Executive Director reserves the right to cancel and terminate this Agreement in the event the *City of Miami Springs* or any employee, servant, or agent of the *City of Miami Springs* is indicted or has direct information issued against her for any crime arising out of or in conjunction with any work being performed by the *City of Miami Springs* for or on behalf of the TPO, without penalty. It is understood and agreed that in the event of such termination, all tracings,

plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the TPO Executive Director in conformity with the provisions of Article 8.00 hereof. The *City of Miami Springs* shall be compensated for its services rendered up to the time of any such termination in accordance with Article 11.00 hereof.

ARTICLE 19.00: To the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, the *City of Miami Springs* shall indemnify, defend, save, and hold harmless the TPO and its officers, agents, and employees from any and all claims, liability, losses and causes of action arising out of the *City of Miami Springs's* negligence or other wrongful acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify the TPO for any liability or claims arising out of the negligence, performance, or lack of performance of the TPO.

To the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, the TPO shall indemnify, defend, save, and hold harmless the *City of Miami Springs* and its officers, agents, and employees from any and all claims, liability, losses and causes of action arising out of the TPO's negligence or other wrongful acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify the *City of Miami Springs* for any liability or claims arising out to the negligence, performance, or lack of performance of the *City of Miami Springs*.

ARTICLE 20.00: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be in Miami-Dade County, Florida. The term "proceedings" shall include, but not be limited to, all meetings to resolve the dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism. The parties both waive any defense that venue in Miami-Dade County is not convenient. In any civil action or other proceedings between the parties arising out of the Agreement, each party shall bear its own attorney's fees and costs.

ARTICLE 21.00: Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail one (1) business day after being sent by reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at

the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

To the TPO:

Miami-Dade Transportation Planning
Organization
150 West Flagler Street
Suite 1900
Miami, Florida 33130
Attn: Aileen Bouclé, Executive Director
E-Mail: Aileen.Boucle@mdtpo.org

To the City:

City of Miami Springs
201 Westward Drive,
Miami Springs, FL 33166
Attn: William Alonso, City Manager
E-Mail: alonso@miamisprings-fl.gov

With copies to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
City of Miami Springs Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
Email: hsera@wsh-law.com

ARTICLE 22.00:

Attachments:

- | | |
|---|-------------------------------------|
| Exhibit "A", Scope of Services | Exhibit "C", Project Budget |
| Exhibit "B", Project Schedule | Exhibit "D", E-Verify Certification |
| Exhibit "E", Title VI Quarterly Progress Report | |

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Governing Board of the Transportation Planning Organization. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida and venue shall be in Miami-Dade County, Florida.

ARTICLE 23.00: No provision of this Agreement shall, in any way, inure to the benefit of any third parties so as to constitute any such third party a beneficiary of this Agreement, or of anyone or more of the terms hereof, or otherwise give rise to any cause of action in any party not a party hereto.

ARTICLE 24.00: Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations and the certifications hereunder have been duly authorized, and that the Agreement is valid and legal agreement binding on such party and enforceable in accordance with its terms. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile, .pdf and other electronic signatures to this Agreement shall have the same effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed these presents this _____ day of _____, 2022.

FOR MIAMI-DADE TPO:

ATTEST:

Miami-Dade TPO Clerk of the Board

By: _____
Aileen Bouclé, Executive Director

By: _____
Tawana Parker

Date: _____

Date: _____

Approved as to Form and Legal Sufficiency

By: _____
Assistant County Attorney

Date: _____

FOR: CITY OF MIAMI SPRINGS

ATTEST:

(Affix City Seal)

BY: _____
Erika Gonzalez, MMC, City Clerk

BY: _____
William Alonso, City Manager

Approved by City Attorney
as to legal form and correctness:

Approved as to
Insurance Requirements:

Weiss Serota Helfman Cole + Bierman, P.L.
City Attorney

Bill Collins,
HR Director/Risk Manager

Exhibit "A": "Scope of Services"

The overall goal of this Project is to increase the safety and accessibility of the City's transportation facilities by "ensuring that parking on the right of ways, easements, and other public property is not disrupting the flow of the transportation network from a multi-modal standpoint" (Miami Springs Citywide Bicycle and Pedestrian Mobility Study and Master Plan, p. 41), in order to create more opportunities for pedestrian and bicycle transit, and a component of this is creating bicycle parking and pedestrian accessways in parking lots. The parking analysis will look identify City's schedule of developments and land use and identify gaps and include suggestions to increase the availability of public parking spaces in the downtown areas.

The following will be completed for the Parking Analysis as follows:

- Inventory current on-street and off-street public parking facilities and determine parking deficits and surpluses
- Determine future parking demand based on new and projected development
- Identify opportunities to enhance connections to public transportation and support multi-modal transportation
- Identify opportunities for expansion of parking supply

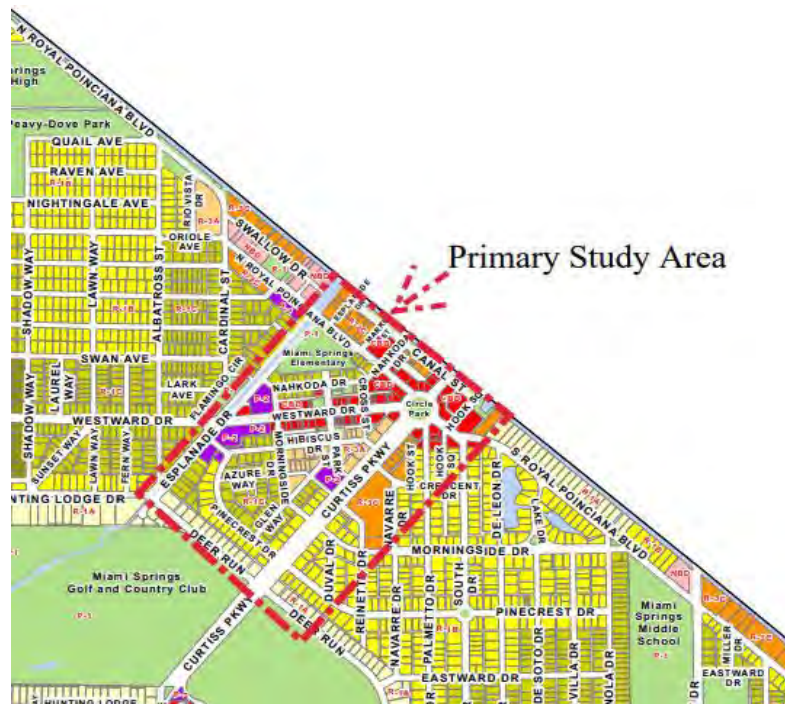


Exhibit "B": "Project Schedule"

Task 1: Public Outreach (Month 1-12 or Ongoing)

The City’s planning consultant shall coordinate with City Staff to seek public input related to gaps in parking. The planning consultant will oversee the project implementation, and city staff will oversee the grant requirements and submit required reporting to the TPO.

Task 2: Analysis of Existing Conditions (Months 1 – 3)

The City’s planning consultant shall inventory existing public parking and facilities such as ADA parking spaces, motorcycle/scooter parking, bicycle parking, loading zones, EV Charging spaces, and rideshare parking. The inventory shall include a review of parking adequacy and efficiency of each facility. A utilization map will visually depict parking demand based on peak weekday and weekend observations.

Task 3: Needs Assessment (Month 4-6)

The City’s planning consultant shall develop a needs assessment that considers existing conditions, gaps in the level of service, multi-modal transportation options, the impact of autonomous vehicles, and connections to the regional transportation network. In addition, the needs assessment will identify planned development and potential demand generators. Finally, the needs assessment results will be used to reimagine the City’s approach to public parking and identify a list of recommendations for improvement.

Task 4. Draft Parking Analysis Report (Month 6-10)

The City’s planning consultant shall develop a comprehensive analysis report documenting the effort and provide a draft of the report to Miami Springs and FDOT for review and comment. Comments will be documented and responded to with relevant updates to the final report. The draft report will be presented during a public meeting before the City Council.

Task 5. Final Parking Analysis Report (Month 10-12)

The City’s planning consultant will prepare the final analysis report. The report, at a minimum, will include a detailed summary of project findings, maps of existing parking locations and capacity, recommendations to increase the level of service, recommendations for alternatives during planned construction, recommendations for parking expansion or reduction, and a visual representation of public parking with links to regional transportation facilities.

Task	MONTH											
	1	2	3	4	5	6	7	8	9	10	11	12
Task 1 – Public Outreach	Ongoing											
Task 2 – Analysis of Existing Conditions												
Task 3 – Needs Analysis												
Task 4 – Draft Parking Analysis Report												
Task 5 – Final Parking Analysis Report												

Exhibit "C": "Project Cost"

Project Budget			
Task	TPO Contribution	City Contribution	Total
Task 1 – Public Outreach	\$2,400.00	\$4,600.00	\$7,000.00
Task 2 – Analysis of Existing Conditions	\$9,600.00	\$2,400.00	\$12,000.00
Task 3 – Needs Analysis	\$9,000.00	\$6,000.00	\$15,000.00
Task 4 – Draft Parking Analysis Report	\$21,000.00	\$15,000.00	\$36,000.00
Task 5 – Final Parking Analysis Report	\$8,000.00	\$2,000.00	\$10,000.00
TOTAL	\$50,000.00	\$30,000.00	\$80,000.00

Exhibit "D"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

E-VERIFY

Contract No: G1073
Financial Project No(s): 439334-4-14-01
Project Description: Municipal Grant Program

Vendor/Consultant City of Miami Springs acknowledges and agrees to the following:

Vendor/Consultant City of Miami Springs shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant City of Miami Springs during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant City of Miami Springs to perform work pursuant to the contract with the Department.

Company/Firm: City of Miami Springs

Authorized Signature: _____

Title: William Alonso, Finance Director/ City Manager

Date: August 29th, 2022

**Exhibit “E”
Title VI Quarterly Progress Report**

Municipality: _____

Title of Study: _____

Work performed this quarter: % Work performed to date: %

Reporting Period: _____ through _____, 2020

1. Progress made this quarter:

2. Products completed this quarter as related to the approved Interlocal Agreement:
(Provide copies if applicable)

3. Problems encountered/anticipated:

4: Schedule adherence: Yes or No (If not on schedule, please provide explanation)

5: Title VI Reporting Requirements (related to this study only):

Title VI	Response
# of Title VI complaints filed with the Municipality	
# of informal (verbal) complaints	
# of formal (written) complaints	
# of completed investigations conducted by the Municipality	
# of completed investigations with findings	
# of public meetings	
# of meetings held in low income or minority areas	
# of translation services provided	
# of interpreter services provided	
# Limited English Proficiency request received and services provided during public meeting	

RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, DECLARING CITY MANAGER WILLIAM ALONSO, CONTROLLER MOIRA RAMOS, AND CHIEF OF POLICE ARMANDO GUZMAN AS AUTHORIZED SIGNATORIES FOR THE CITY'S AMERANT BANK, N.A. BANK, SAVINGS, AND TRUST ACCOUNTS; AUTHORIZING AMERANT BANK, N.A. TO ACCEPT EITHER TWO MANUAL SIGNATURES OR TWO FACSIMILE SIGNATURES FROM ANY COMBINATION OF THE CITY'S AUTHORIZED SIGNATORIES FOR THE CITY'S BANK, SAVINGS, AND TRUST ACCOUNTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 26, 2022, the City of Miami Springs (the "City") Council adopted a resolution selecting Amerant Bank, N.A. ("Amerant") for the City's banking services and approving a treasury management master agreement with Amerant relating to the City's Amerant bank, savings, and trust accounts (the "Accounts"); and

WHEREAS, the City is required to designate authorized signatories for all of the City's Amerant Accounts; and

WHEREAS, the City Council has determined that it is in the best interests of the City to designate City Manager William Alonso, Controller Moira Ramos, and Chief of Police Armando Guzman as authorized signatories for the City's Amerant Accounts; and

WHEREAS, the City Council further desires to authorize Amerant to accept either two manual signatures or two facsimile signatures from any combination of City Manager William Alonso, Controller Moira Ramos, or Chief of Police Armando Guzman for the City's Amerant Accounts; 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. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Declaration of Authorized Signatories. That the City Council hereby declares that City Manager William Alonso, Controller Moira Ramos, and Chief of Police Aramando Guzman shall be authorized signatories of the City’s Amerant Accounts.

Section 3. Authorization. That the City Council hereby authorizes Amerant to honor any combination of either two facsimile signatures or two manual signatures for its Amerant Accounts from City Manager William Alonso, Controller Moira Ramos, or Chief of Police Armando Guzman.

Section 4. Implementation. That the City Manager is authorized to execute any required documentation or take any action that is reasonably necessary to implement the purpose of this Resolution.

Section 5. Conflicts. All Resolutions, or parts of Resolutions, in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. 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. Victor Vazquez	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Walter Fajet	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 24th day of October, 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

October 14, 2022

Dennis Caicedo, PTSA Treasurer
Miami Springs Middle Schools PTSA
150 S. Royal Poinciana Blvd
Miami Springs, FL 33166

Dear Miami Springs City Council,

The Miami Springs Middle School PTSA is requesting support from our community. We hope the City of Miami Springs can assist our organization. Since the pandemic, we have not been able to raise enough funds due to limited in-house fundraising and social events. The Miami Springs Middle School PTSA goals are to maintain a good perception of the school, increase student motivation, and keep our school staff morality high. Therefore, the PTSA utilizes funding to support our students in activities and awards given in recognition to exemplary students. As well, our staff for their admirable commitment to their students and the school.

We understand this request can be a burden but it's for a good cause. The donation will not only benefit the school but will benefit the community of Miami Springs. Recently, the Hialeah Garden's Mayor donated \$500.00 because they support our views even though our school does not fall in their jurisdiction. Helping Schools should never have boundaries because it is all about the students and staff. Miami Springs Middle School PTSA hopes the City of Miami Springs can make a donation. We appreciate your generosity.

If you need any information or require certain documents to be submitted, I can be reached via email at denniscaicedomspta@gmail.com or via phone at (305) 992-7492.

Best Regards,
Dennis Caicedo
PTSA Treasurer



AGENDA MEMORANDUM

Meeting Date: 10/24/2022

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

Via: William Alonso, City Manager

From: Erika Gonzalez-Santamaria, City Clerk

Subject: Canceling the November 28th and December 26th Council Meetings

Recommendation: Request that Council consider canceling the Regular Council meetings scheduled for Monday, November 28th and Monday, December 26thth.

Discussion/Analysis: Historically, the City Council has canceled the second meetings in November and December of each year. The Thanksgiving holiday falls on Thursday, November 24th and City Hall is closed the day after Thanksgiving, Friday, November 25th. This year, the second meeting in December falls on Monday, December 26th (City Hall is closed that day in observance of the Christmas holiday). Therefore, it is requested that the City Council cancel the November 28th and December 26th meeting dates and resume the regular schedule in January.

Submission Date and Time: 10/19/2022 12:44 PM