



**REVISED**

**CITY OF MIAMI SPRINGS, FLORIDA**

**Mayor Maria Puente Mitchell**

**Vice Mayor George V. Lob  
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, January 23, 2023 – 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 George Lob  
**Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
  - A) Yard of the Month Award for January 2023 – 912 Hunting Lodge Drive – Lisa Amodie
  - B) Recognizing City Hall Lobby Artist of the Month – January 2023 – Miami Springs Senior High School Art Students; Level One Fine Crafts and Two-Dimensional Design; The History of Nierika Yarn Paintings
- 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) January 9, 2023 – Regular Meeting
- 7. Reports from Boards & Commissions: None.**
- 8. Public Hearings: None.**

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

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Roadway Construction, LLC For Construction Of The South Royal Poinciana Stormwater And Roadway Improvements Project Pursuant To Invitation To Bid (ITB) No. 03-22/23; Authorizing Negotiation And Execution Of A Construction Contract In An Amount Not To Exceed \$1,699,838.85; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of One Vehicle For The Building And Code Compliance Department From Alan Jay Automotive Management, Inc. In An Amount Not To Exceed \$31,114 Utilizing The Terms And Conditions Of Sourcewell Contract No. 2023-091521-Naf Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Implementation; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Establishing The City's 2023 Legislative Priorities And State Appropriation Requests; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Agreement With R.J. Behar & Company, Inc. For Construction Engineering And Inspection (CEI) Services For The South Royal Poinciana (SRP) Stormwater And Roadway Improvements Project In An Amount Not To Exceed \$172,602.00 Pursuant To Request For Qualifications No. 02-22/23; Providing For Authorization; And Providing For An Effective Date

E) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Approving The Appointment Of MRN Law PA And Dr. Jon Gurney, J.D., Ed.D. As Primary And Secondary Special Magistrates For Code Compliance Hearings; Providing For Authorization; And Providing For An Effective Date.

**10. Old Business:**

A) **Memo** – Golf Cart Update

**11. New Business:**

A) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Calling A Special Election On April 4, 2023 For The Purpose Of Submitting To The Electorate Of The City Of Miami Springs, Florida, Five Charter Amendments; Providing Requisite Ballot Language; Providing For Balloting And Election Procedures; Providing For Notice Of Election; Providing For Copies; Providing For Charter Amendment Election Procedures And Related Details; Providing For Inclusion In The Charter; Providing For Severability; Providing For Conflicts; And Providing For Effective Date

**12. Other Business:**

A) Annexation Update

B) Announcing the City Council Town Hall/Workshop for February 16th at 6:00 p.m.

**13. Reports & Recommendations:**

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

**14. Adjourn**



## CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:  
**Monday, January 23, 2023 at 7:00 p.m. at**  
**City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida**  
**(Physical Meeting Location)**

The meeting agenda is available online at: <https://www.miamisprings-fl.gov/meetings>

Elected officials and City staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch or call in to the meeting by following these instructions:

### ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The City highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.

### WATCH THE MEETING

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

### CALL IN TO THE PUBLIC MEETING

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

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

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

### PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

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

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

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

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

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

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information before delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

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

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

#### **PUBLIC RECORDS**

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

#### **NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES**

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

#### **AMERICANS WITH DISABILITIES ACT**

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

#### **LOBBYING ACTIVITIES**

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

**Have questions or need additional information?**

**Write:** [cityclerk@miamisprings-fl.gov](mailto:cityclerk@miamisprings-fl.gov)

**Call:** 305-805-5006

**Mail:** 201 Westward Drive, Miami Springs, FL 33166

## Erika Gonzalez-Santamaria

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**From:** Shannen M. Jaser  
**Sent:** Friday, January 6, 2023 1:42 PM  
**To:** Erika Gonzalez-Santamaria  
**Subject:** FW: January show info

Thanks Much!



Shannen Jaser  
Public Information & Professional Services Specialist

### CITY OF MIAMI SPRINGS

201 Westward Drive  
Second Floor – Professional Services  
Miami Springs, Florida 33166  
(O) 305-805-5010  
(City Cell) 786-606-1282  
(E) [JaserS@miamisprings-fl.gov](mailto:JaserS@miamisprings-fl.gov)



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Please save a tree. Don't print this e-mail unless it's really necessary.

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**From:** Goldstein, Beth S. <[bethart@dadeschools.net](mailto:bethart@dadeschools.net)>  
**Sent:** Friday, January 6, 2023 12:37 PM  
**To:** Shannen M. Jaser <[jasers@miamisprings-fl.gov](mailto:jasers@miamisprings-fl.gov)>  
**Subject:** January show info

The History of Nierika Yarn Paintings: Yarn Painting comes from the Huichol (pronounced “wee chol”) Indian people, who live in western Mexico in the Sierra Madre Mountain range. The yarn paintings traditionally depict Huichol myths and ceremonies, made from yarn and beeswax applied on wood. Modern works can represent stories of today's world. The pieces on display are those created level one fine crafts and two-Dimensional design students currently attending Miami Springs Senior High School. These works were selected and will be on display in two additional shows at the conclusion of the show in the Miami Springs City Hall Gallery.

This is a list of participating students

Period 2: Two-Dimensional Design Level 1

Edard Aguiriano  
Leticia De-La-Hoz  
Rosiebel Segovia  
Rolando Martinez  
Lorena Hermelo  
Stephanie Govantes  
Matthew Diaz  
Adrian Lara  
Andrea Martinez  
Edwin Resendiz  
Brian Gonzalez  
Ruth Gonzalez  
Leah Weems  
Brandon Medina  
Adyaiz Trujillo  
Joe Ramero  
Lamont Bailey  
Gissel Amador  
Jenelcy Aguero  
Allison Rosales  
Eliani Ruiz-Hernandez  
Motos, Ramses  
Kenneth Salas

Period 7: Fine Craft Level 1

Kerstein Bergan  
Brayan Castro  
Kenneth Salas  
Elsy Moreno  
Michael Betancourt  
Leoervis Gonzalez  
Jeylianys Farres  
Yandro Hernandez  
Mia Roderiguez  
Arish Syed  
Jennifer Lopez  
Darian Villabrille  
Carlos Rolon  
Michael Guante

Beth Goldstein  
VPA & CTE Department Chair  
PLST School Site Lead Mentor  
Fairchild Challenge School Site Coordinator  
Boys & Girls Bowling Coach  
Art Club Sponsor  
Miami Springs Senior High  
751 Dove Avenue  
Miami Springs, Fl. 33166  
[bethart@dadeschools.net](mailto:bethart@dadeschools.net)  
305-885-3583 Ext 2324

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

City Council Meeting

Regular Meeting Minutes

Monday, January 9, 2023 at 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 7:05 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor George V. Lob

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

Police Chief Armando Guzman

2. **Invocation:** Offered by Councilman Walter Fajet  
**Pledge of Allegiance:** The audience participated in leading the pledge.
3. **Agenda / Order of Business: None at this time.**
4. **Awards & Presentations:**

A) Presentation of City Seal to Florida State Representative Alex Rizo

**Mayor Mitchell welcomed Florida Representative Rizo to the meeting. Representative Rizo thanked the Mayor and Council, City Administration and the residents for the opportunity of working together and their ongoing support.**

B) Introduction of Miami Springs Airport Area Chamber of Commerce President Raul Pestonit

**Mr. Pestonit was unable to attend the meeting at this time.**

5. **Open Forum:** The following members of the public addressed the City Council: Ralph Wakefield, Pelican Playhouse.

**6. Approval of Council Minutes:**

A) December 12, 2022 – Regular Meeting

**Councilman Best moved to approve the minutes of December 12, 2022 Regular Meeting. Vice Mayor Lob seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Lob, 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, Selecting R.J. Behar & Company, Inc. For Construction Engineering And Inspection Services For The South Royal Poinciana Stormwater And Roadway Improvements Project Services Pursuant To Request For Qualifications No. 02-22/23; Providing For Authorization To Negotiate; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Agreement With THA Consulting, Inc. For The Miami Springs Parking Analysis In An Amount Not To Exceed \$70,700; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Deco Surfaces, Inc. For The Aquatic Center Pool Deck Resurfacing Project; Approving A Construction Contract In An Amount Not To Exceed \$25,250.00; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida Providing For The Second Amendment To The Fiscal Year 2022-23 General Fund, Special Revenue Funds And Stormwater Enterprise Fund Budgets; And Providing For An Effective Date

E) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A Seventh Amendment To The Settlement Agreement With Meridian Mgmt, LLC; Providing For Authorization; And Providing For An Effective Date

**Mayor Mitchell pulled item 9B for further discussion.**

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

**Assistant City Manager Tammy Romero read the Resolution by title for Item 9B and the staff memo for the record. Councilman Fajet moved to approve Item 9B. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilman Best, Councilwoman Bravo, Councilman Fajet and Mayor Mitchell voting Yes.**

**10. Old Business: None at this time.**

**11. New Business: None at this time.**

**12. Other Business:**

A) Discussion on proposed Charter Amendments (Partial Terms of Office, Qualifying Period, and Vacancy Process)

**City Attorney Haydee Sera stated that in recent conversations with City Staff and the upcoming City’s General Election in April opens an opportunity for possible Charter Amendments. She suggested that in addition to the Charter Amendment referencing the term of office due to a vacancy brought up by Councilman Fajet previously, she stated the following items are under consideration for Council approval. City Attorney Haydee Sera stated that the following items are recommended for consideration:**

**City Attorney Haydee Sera explained the first item for consideration on the “Filling of Vacancies on the City Council”; to which the City Council considered a combination of Model 2 and Model 3 of the City Attorney’s Staff Memo. The second item for discussion and further consideration is the “Qualifying Periods for Candidates”; which the City Council conceded that ten business days is sufficient for the candidates to qualify for running. These items will be drafted in Resolution for final consideration at the January 23, 2023 Council Meeting.**

B) Announcing the City Council Town Hall meeting on January 18<sup>th</sup> at 6:00 p.m.

**Mayor Mitchell stated this workshop will be rescheduled to another date in order to advertise the meeting in the Gazette for wider exposure for the public workshop and to encourage more participation by the public.**

**13. Reports & Recommendations:**

A) City Attorney

**City Attorney Haydee Sera had no report at this time.**

B) City Manager

**City Manager William Alonso thanked Councilman Bob Best for his introduction at the Eastern Airlines dedication event of December 29th. He stated that the event went flawless and thanked all the Departments that assisted with the events**

production. He stated that the pool will be closed for maintenance this weekend. City Manager Alonso recognized the new Credit Union that opened at the circle this past week. Assistant City Manager Tammy Romero gave a list of City events for the upcoming weeks. She stated that more information and details on the events are available on the City's official website.

C) City Council

Vice Mayor Lob stated he was glad to be up in the dais again. He stated that "may the good news be yours."

Councilman Fajet reminded everyone that the Miami Springs Historical Museum will be sponsoring the First Annual Antique Car Show on January 29<sup>th</sup> including food trucks and entertainment for kids. He stated the proceeds will go towards the museum.

Councilwoman Bravo wished everyone a happy New Year. She stated that the Woman's Club Health Fair is this weekend. She also thanked the City Manager's Office for the recent additional information provided on a procurement item on the agenda.

Councilman Best gave his deepest condolences to the family of former Building Official Skip Reed. Eastern Airlines Dedication event really showcased the City and was a smashing hit. He also encouraged everyone to attend the Pelican Playhouse Opening of Mystery Night on January 21<sup>st</sup>-22<sup>nd</sup> and 27<sup>th</sup>-29<sup>th</sup>.

Mayor Mitchell extended her appreciation to the City's Departments that helped put the Eastern Airlines Dedication Memorial together. She stated the City shined and is impressed with all the festivities this season. She wished everyone a wonderful 2023.

## 14. Adjourn

There being no further business to be discussed the meeting was adjourned at 9:35 p.m.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 9th day of January, 2023.*

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*Maria Puente Mitchell, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



# AGENDA MEMORANDUM

**Meeting Date:** 1/23/2023

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

**Via:** William Alonso, City Manager/Fin. Director

**From:** Zuzell E. Murguido, Senior Procurement Officer

**Subject:** Recommendation to Award contract for the South Royal Poinciana Stormwater and Roadway Improvement Project to Roadway Construction, LLC.

**RECOMMENDATION:** Recommendation by the Procurement Department that Council award City ITB # 03-22/23 to Roadway Construction, LLC., the lowest responsible bidder and authorize the execution of a contract, in the amount of \$1,699,838.85 per attached Schedule of Values (Attachment “A”), for the Construction of the South Royal Poinciana Stormwater and Roadway Improvement Project as the City will be utilizing State Appropriation Funds via State Funded Grant Agreement from the Florida Department of Transportation (FDOT) and via (ARPA) American Rescue Plan Act.

**DISCUSSION:** On November 1, 2022 the City advertised ITB #03-22/23 for the Construction of South Royal Poinciana Stormwater and Roadway Improvement Project of which 176 vendors were notified of the opportunity to bid. On November 16, 2022, contractors were required to attend a Mandatory Pre-Bid and Mandatory Site-Visit conference in which (5) individuals were in attendance (Attachment “B”). On December 21, 2022 the City received 3 bids – bid tabulation sheet as (Attachment "C") all of which were considered responsive.

Roadway Constuction, LLC., was determined to be the lowest responsive and responsible bidder. It is proposed that the construction contract provide for the work to be substantially completed by July 15, 2023 and final completion by August 13, 2023. On January 9, 2023, Council approved a recommendation to enter into negotiations with R.J. Behar & Company, Inc., via RFQ 02-22/23 for the Construction Engineering and Inspection Services for the South Royal Poinciana Stormwater and Roadway Improvements Project, in which this item will also be presented in today’s Council meeting to approve an agreement and move forward with R.J.Behar & Company, Inc., for CEI Services as this item is in lieu with the Construction phase of this project.

**FUNDING:** The Project costs will be reimbursed and funded through the \$1 Million State legislative appropriation from FY21-22 approved by Council on August 9th, 2021 via Resolution No. 2021-3929. The remaining cost of this project in the amount of \$699,838.85 will be covered under the ARPA (American Rescue Plan Act) funding.

**Submission Date and Time:** 1/19/2023 10:47 AM

<p><b>Submitted by:</b></p> <p>Department: <u>Finance</u></p> <p>Prepared by: <u>Zuzell Murguido</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Refer to above.</p>	<p><b>Approved by (sign as applicable):</b></p> <p>Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p><b>Funding:</b></p> <p>Dept./ Desc.: <u>City Manager’s Office</u></p> <p>Account No.: _____</p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ <u>0.00</u></p> <p>Current request: \$ _____</p> <p>Total vendor amount: \$ <u>\$1,699,838.85</u></p>
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# **Attachment “A”**

# CITY OF MIAMI SPRINGS

## "REVISED SCHEDULE OF VALUE FORM"

Title of project and Location: South Royal Poinciana Improvements, City of Miami Springs

City of Miami Springs Project Number: ITB# 03-22/23

Engineering Company: Bermello Ajamil and Partners

Contractor Name and Address: Roadway Construction, LLC

Date of submission: 1/12/2023



Pay Item Number	Description of Work	Quantity	Unit	Total Cost
0101-1	Mobilization	1	LS	\$276,306.15
0102-1	Maintenance of Traffic (MOT)	1	LS	\$20,706.99
0104-10-3	Sediment Barriers, Sediment Erosion Control, Inlet Protection	1	LS	\$1,813.04
0109-71-10	Field Office / Construction Trailer	1	LS	\$22,186.06
0110-4-2	Removal of Existing Asphalt and Subbase	6465	SY	\$84,238.95
0160-4	Type B Stabilization - Statewide	6465	SY	\$711.15
327-70-1	Milling Existing Asphalt 1" - Area 13	18277	SY	\$36,188.46
0334-1-12	Asphalt - New Surfacing Traffic B - Area 13	2011	TN	\$294,691.94
0520-1-10	Concrete Curb and Gutter, Type F	5348	Lf	\$149,637.04
0520- 5-11	Concrete Traffic Separator - Statewide	2452	Lf	\$86,800.80
522-2	Concrete Sidewalk and Driveways, 6" Thick - Statewide	167	SY	\$17,384.70
570-1-3	Performance Turf, Sod - Bahia Sod - Area 13	5085	SY	\$19,170.45
570-1-3-2	Planting Soil	5085	SY	\$25,425.00
580-1-1 / 580-1-2	Landscape Complete - Golden Creeper, Beach Sunflower, Spider Lily, Gumbo Limbo, Royal Poinciana, Solitaire Palm, Florida Royal Palm, Installation and Maintenance	1	Lump Sum	\$369,754.85
653-1-12	Pedestrian Signal, Furnish & Install, LED Countdown, 2 Ways - Statewide	8	Ea	\$25,785.12
0700-1-12	Single Post Sign, Furnish & Install, Ground Mounted - Statewide	27	Ea	\$33,944.67
0102-75-1	Remove existing traffic delineators @ intersection of SRP and East Drive - Area 13	48.00	LF	\$181.44
0520-1-10	Concrete Curb, Type F - Area 13	4755	LF	\$132,902.25
0527-1	Detectable Warnings - Area 13	140	LF	\$4,373.60
570-1-3	Performance Turf, Sod - Bahia Sod - Area 13	5085	SY	\$19,170.45
706-001	Thermoplastic, Channelization Stripping per FDOT Standards, 702 Lf at 100 mils	0.2	GM	\$6,507.91
706-1-3	Raised Pavement Marker	108	Ea	\$532.44
710-30	Reflective Paint on Island/Median Nose	210	Lf	\$518.70
711-001-1	Thermoplastic, Transition Striping per FDOT Index 711-001-1	202	Lf	\$248.46
711-001-1	18" Yellow w/ RPMs per FDOT Index 711-001-1	284	Lf	\$2,450.92
711-002	Thermoplastic, White Shared Lane Marking per FDOT Standards	12	Ea	\$739.56
711-11123	Thermoplastic, Standard, White, Solid 12" for Crosswalks - Area 13	1356	Lf	\$3,349.32
711-11125	Thermoplastic, Standard-Open Graded Asphalt Surfaces, 24" For Stop Line and Crosswalk - Statewide	380	Lf	\$1,873.40
711-14-170	Thermoplastic Standard, White, Arrow - Area 13	24	Ea	\$4,437.12
711-15101	Thermoplastic, Standard-Open Graded Asphalt Surfaces, White, Solid 6" ("A"), 9,521 Lf at 100 mils	1.80	GM	\$11,714.24



711-15131	Thermoplastic, Standard-Open Graded Asphalt Surfaces, White, Skip 6" (2'-4") ("H"), 364 Lf	0.07	GM	\$113.89
711-15131	Thermoplastic, Standard-Open Graded Asphalt Surfaces, White, Skip 6" (2'-4") ("H") - Flared Turns, 212 Lf at 100 mils	0.04	GM	\$65.08
711-15131	Thermoplastic, Standard-Open Graded Asphalt Surfaces, White, Skip 6" (6'-10") ("G"), 80 Lf at 100 mils	0.02	GM	\$32.54
711-16-201	Thermoplastic, Standard-Open Graded Asphalt Surfaces, Yellow, Solid 6" - Statewide ("I") Single, 4453 Lf at 100 mils	0.84	GM	\$5,466.65
711-16-201	Thermoplastic, Standard-Open Graded Asphalt Surfaces, Yellow, Solid 6" - Statewide ("K") Double, 1058 Lf at 100 mils	0.40	GM	\$2,603.16
711-16-201	Thermoplastic, Standard-Open Graded Asphalt Surfaces, Yellow, Solid 4" - Statewide ("K") Double, 360 Lf at 100 mils	0.14	GM	\$911.11
711-16-231	Thermoplastic, Standard-Open Graded Asphalt Surfaces, Yellow, Skip 6" - Statewide ("M"), 204 Lf at 100 mils	0.04	GM	\$65.08
17346-4-1	Thermoplastic, Restripe Channelization per FDOT Index 17346-4 (Special Markings), 740 Lf at 100 mils	0.14	GM	\$4,555.54
17346-4-2	Thermoplastic, White "School" Marking Per FDOT Standards (Special Markings)	1.00	Ea	\$147.91
17346-4-3	Thermoplastic, White "Merge" Marking And Associated 24" Bar Per FDOT Standards (Special Markings)	2.00	Ea	\$739.54
17346-4-4	Thermoplastic, White "Only" Marking And Associated 24" Bar Per FDOT Standards (Special Markings)	8.00	Ea	\$2,958.16
17346-4-5	Thermoplastic, White Bicycle Marking Per FDOT Standards (Special Markings)	12.00	Ea	\$6,212.16
0107-1	Litter removal	1.00	LS	\$100.00
0110-1-1	Clearing and grubbing	1.00	LS	\$1,982.84
	Bid bond		%	\$61.63
	Performance Bond		%	\$10,039.19
	Payment Bond		%	\$10,039.19
	TOTAL BID AMOUNT			\$1,699,838.85

# **Attachment “B”**

**Mandatory Pre-Proposal Conference - Sign In**  
**Construction of South Royal Poinciana Stormwater and Roadway**  
**Improvement Project- ITB 03-22/23**  
**November 15, 2022 at 10:00 A.M.**

Name: Hanzel Ruzi Title: \_\_\_\_\_ Company/Organization: ROADWAY CONSTRUCTION

Phone: 954 5942951 E-Mail: Hanzel@Roadway-construction.com

Name: ANDY PENNA Title: PROJECT MANAGER Company/Organization: LANZO CONSTRUCTION

Phone: (305)608-9374 E-Mail: ESTIMATING@LANZO.ORG

Name: Daniel Trisobones Title: PM Company/Organization: Metro Express Inc.

Phone: 305 885 1330 E-Mail: info@metroexpresscorp.com

Name: Adanay Cabrera Title: Estimator Company/Organization: VAG Construction

Phone: 786-619-7626 E-Mail: acabrera@vageconstruction.com

Name: AL Garcia Title: Project Mgr Company/Organization: HG Construction Dev. & Investment

Phone: 786-845-8999 E-Mail: al@hgconstruction.us

Name: RAUL CABRERA Title: ESTIMATOR Company/Organization: FLORIDA ENGINEERING & DEVELOPMENT

Phone: 305-820-8333 E-Mail: raul@floridaengineering.net



**Mandatory Pre-Proposal Conference - Sign In**  
**Construction of South Royal Poinciana Stormwater and Roadway**  
**Improvement Project- ITB 03-22/23**  
**November 15, 2022 at 10:00 A.M.**

Name: Rafael Quirada Title: PA Company/Organization: WRANGLER CONST.

Phone: (305) 219-5560 E-Mail: RAFA@WRANGLER-CONSTRUCTION.COM

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Company/Organization: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Company/Organization: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Company/Organization: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Company/Organization: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Company/Organization: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_



Mandatory Pre-Proposal Conference - Sign In - (SITE-VISIT)  
Construction of South Royal Poinciana Stormwater and Roadway  
Improvement Project- ITB 03-22/23  
November 15, 2022 at 10:13 A.M.

Name: Adanay Cabuen Title: Estimator Company/Organization: VAG Construction

Phone: 786-619-7626 E-Mail: acabuen@vagconstruction.com

Name: ANDY PENA Title: PROJECT MANAGER Company/Organization: LANZO CONSTRUCTION

Phone: (305)608-9374 E-Mail: ESTIMATING@LANZO.ORG

Name: Hanzel Ruchi Title: Company/Organization: ROADWAY CONST

Phone: 954 594 2951 E-Mail: Hanzel@roadway-construction.com

Name: Daniel Trasobues Title: PM Company/Organization: Metro Express Inc.

Phone: 305 885 1330 E-Mail: info@metroexpresscorp.com

Name: Rafael Quisada Title: DO Company/Organization: WRANGLER CONSTRUCTION

Phone: (305)219-5960 E-Mail: RAFA@WRANGLER-CONSTRUCTION.COM

Name: Title: Company/Organization:

Phone: E-Mail:

# **Attachment “C”**

**CITY OF MIAMI SPRINGS**

**Title of project and Location: South Royal Poinciana Improvements, City of Miami Springs**  
**City of Miami Springs Project Number: ITB# XX-22/23**  
**Engineering Company: Bermello Ajamil and Partners**



**Date of submission: 1/12/2023**

Pay Item Number	Description of Work	Quantity	Unit	Total Cost Express, Inc.	Metro Total Cost Construction, LLC	Roadway Total Cost UAG Construction
0101-1	Mobilization	1	LS	200,000		\$ 444,918.19
0102-1	Maintenance of Traffic (MOT)	1	LS	50,000	20,706.99	\$ 45,188.10
0104-10-3	Sediment Barriers, Sediment Erosion Control, Inlet Protection	1	LS	5,000	1,813.04	\$ 25,837.56
0109-71-10	Field Office / Construction Trailer	1	LS	25,000	22,186.06	\$ 12,075.00
0110-4-2	Removal of Existing Asphalt and Subbase	6465	SY	174,555	84,238.95	\$ 74,405.00
0160-4	Type B Stabilization - Statewide	6465	SY	116,370	711.15	\$ 4,766.18
327-70-1	Milling Existing Asphalt 1" - Area 13	18277	SY	109,662	36,188.46	\$ 48,342.67
0334-1-12	Asphalt - New Surfacing Traffic B - Area 13	2011	TN	402,200	294,691.94	\$ 218,364.30
0520-1-10	Concrete Curb and Gutter, Type F	5348	Lf	160,440	149,637.04	\$ 123,004.00
0520- 5-11	Concrete Traffic Separator - Statewide	2452	Lf	122,600	86,800.80	\$ 163,548.40
522-2	Concrete Sidewalk and Driveways, 6" Thick - Statewide	167	SY	10,521	17,384.70	\$ 11,907.10
570-1-3	Performance Turf, Sod - Bahia Sod - Area 13	5085	SY	61,020	19,170.45	\$ 46,782.00
570-1-3-2	Planting Soil	5085	SY	101,700	25,425	\$ 29,238.75
580-1-1 / 580-1-2	Landscape Complete - Golden Creeper, Beach Sunflower, Spider Lily, Gumbo Limbo, Royal Poinciana, Solitaire Palm, Florida Royal Palm, Installation and Maintenance	1	Lump Sum	600,000	369,754.85	\$ 120,000.00
653-1-12	Pedestrian Signal, Furnish & Install, LED Countdown, 2 Ways - Statewide	8	Ea	400,000	25,785.12	\$ 13,800.00
0700-1-12	Single Post Sign, Furnish & Install, Ground Mounted - Statewide	27	Ea	21,600	33,944.67	\$ 43,470.00
0102-75-1	Remove existing traffic delineators @ Intersection of SRP and East Drive - Area 13	48.00	LF	9,600	181.44	\$ 993.60
0520-1-10	Concrete Curb, Type F - Area 13	4755	LF	142,650	132,902.25	\$ 101,162.63
0527-1	Detectable Warnings - Area 13	140	LF	8,400	4,373.60	\$ 4,830.00
570-1-3	Performance Turf, Sod - Bahia Sod - Area 13	5085	SY	61,020	19,170.45	\$ 46,782.00
706-001	Thermoplastic, Channelization Stripping per FDOT Standards, 702 Lf at 100 mils	0.2	GM	5,000	6,507.91	\$ 6,072.00
706-1-3	Raised Pavement Marker	108	Ea	1,080	532.44	\$ 558.90
710-30	Reflective Paint on Island/Median Nose	210	Lf	4,200	518.7	\$ 483.00
711-001-1	Thermoplastic, Transition Striping per FDOT Index 711-001-1	202	Lf	2,020	248.46	\$ 464.60
711-001-1	18" Yellow w/ RPMs per FDOT Index 711-001-1	284	Lf	1,704	2,450.92	\$ 2,286.20
711-002	Thermoplastic, White Shared Lane Marking per FDOT Standards	12	Ea	10,800	739.56	\$ 4,416.00
711-11123	Thermoplastic, Standard, White, Solid 12" for Crosswalks - Area 13	1356	Lf	6,780	3,349.32	\$ 5,925.72
711-11125	Thermoplastic, Standard-Open Graded Asphalt Surfaces, 24" For Stop Line and Crosswalk - Statewide	380	Lf	3,420	1,873.40	\$ 2,840.50
711-14-170	Thermoplastic Standard, White, Arrow - Area 13	24	Ea	12,000	4,437.12	\$ 4,968.00
711-15101	Thermoplastic, Standard-Open Graded Asphalt Surfaces, White, Solid 6" ("A"), 9,521 Lf at 100 mils	1.80	GM	45,000	11,714.24	\$ 12,420.00
711-15131	Thermoplastic, Standard-Open Graded Asphalt Surfaces, White, Skip 6" (2'-4") ("H"), 364 Lf	0.07	GM	1,750	113.89	\$ 161.00
711-15131	Thermoplastic, Standard-Open Graded Asphalt Surfaces, White, Skip 6" (2'-4") ("H") - Flared Turns, 212 Lf at 100 mils	0.04	GM	1,000	65.08	\$ 92.00
711-15131	Thermoplastic, Standard-Open Graded Asphalt Surfaces, White, Skip 6" (6'-10") ("G"), 80 Lf at 100 mils	0.02	GM	500	32.54	\$ 46.00
711-16-201	Thermoplastic, Standard-Open Graded Asphalt Surfaces, Yellow, Solid 6" - Statewide ("I") Single, 4453 Lf at 100 mils	0.84	GM	21,000	5,466.65	\$ 5,313.00
711-16-201	Thermoplastic, Standard-Open Graded Asphalt Surfaces, Yellow, Solid 6" - Statewide ("K") Double, 1058 Lf at 100 mils	0.40	GM	10,000	2,603.16	\$ 2,530.00
711-16-201	Thermoplastic, Standard-Open Graded Asphalt Surfaces, Yellow, Solid 4" - Statewide ("K") Double, 360 Lf at 100 mils	0.14	GM	3,500	911.11	\$ 885.50
711-16-231	Thermoplastic, Standard-Open Graded Asphalt Surfaces, Yellow, Skip 6" - Statewide ("M"), 204 Lf at 100 mils	0.04	GM	1,000	65.08	\$ 115.00
17346-4-1	Thermoplastic, Restripe Channelization per FDOT Index 17346-4 (Special Markings), 740 Lf at 100 mils	0.14	GM	3,500	4,555.54	\$ 2,760.00
17346-4-2	Thermoplastic, White "School " Marking Per FDOT Standards (Special Markings)	1.00	Ea	800	147.91	\$ 575.00
17346-4-3	Thermoplastic, White "Merge" Marking And Associated 24" Bar Per FDOT Standards (Special Markings)	2.00	Ea	1,600	739.54	\$ 805.00
17346-4-4	Thermoplastic, White "Only" Marking And Associated 24" Bar Per FDOT Standards (Special Markings)	8.00	Ea	4,000	2,958.16	\$ 2,300.00
17346-4-5	Thermoplastic, White Bicycle Marking Per FDOT Standards (Special Markings)	12.00	Ea	12,000	6,212.16	\$ 6,900.00

0107-1	Litter removal	1.00	LS	10,000	100	\$ 9,965.33
0110-1-1	Clearing and grubbing	1.00	LS	50,000	1,982.84	\$ 30,000.00
	<b>Values Provided By Company</b>					
	Bid bond (5%)		5%	29,949.92	61.63	\$ 39,026.21
	Performance Bond (100%)		100%	59,899.84	10,039.19	\$ 78,052.41
	Payment Bond (100%)		100%	59,899.84	10,039.19	\$ 78,052.41
	TOTAL ITITIAL BID AMOUNT			\$3,144,741.60	1,699.838.85	\$1,892,584.83
	<b>Zuzell E. Murguido, Senior Procurement Officer's Total Final Bid Calculations</b>			<b>\$3,144,741.50</b>	<b>\$1,699,838.85</b>	<b>1,877,429.29</b>



# **Attachment “D”**

**RESOLUTION NO. 2021 – 3929**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ACCEPTING A STATE APPROPRIATION OF \$1,000,000; APPROVING A STATE-FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RELATING TO THE SOUTH ROYAL POINCIANA ROADWAY IMPROVEMENT PROJECT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, as a result of the City of Miami Springs' (the "City") efforts during the 2021 State of Florida legislative session, the City was awarded an appropriation of \$1,000,000 (the "Appropriation") for construction of the South Royal Poinciana Median (the "Project") through the state budget (Senate Bill 2500), which was signed into law on June 2, 2021; and

**WHEREAS**, to secure the Appropriation, the City must enter into a State Funded Grant Agreement (the "Agreement") with the Florida Department of Transportation ("FDOT") in substantially the form attached hereto as Exhibit "A"; and

**WHEREAS**, the City Council wishes to accept the Appropriation, approve the Agreement, and authorize the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A"; and

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

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

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

**Section 2. Acceptance.** That the City Council hereby accepts the Appropriation.

**Section 3. Approval.** That the City Council hereby approves the Agreement with FDOT relating to the Appropriation and 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. Effective Date.** That this Resolution shall be effective immediately upon adoption.

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

Vice Mayor Bob Best	<u>YES</u>
Councilwoman Jacky Bravo	<u>YES</u>
Councilman Dr. Walter Fajet	<u>YES</u>
Councilman Dr. Victor Vazquez	<u>YES</u>
Mayor Maria Puente Mitchell	<u>YES</u>

PASSED AND ADOPTED this 9<sup>th</sup> day of August, 2021.

ATTEST:

  
ERIKA GONZALEZ, MMC  
CITY CLERK

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



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

**RESOLUTION NO. 2023-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, SELECTING ROADWAY CONSTRUCTION, LLC FOR CONSTRUCTION OF THE SOUTH ROYAL POINCIANA STORMWATER AND ROADWAY IMPROVEMENTS PROJECT PURSUANT TO INVITATION TO BID (ITB) NO. 03-22/23; AUTHORIZING NEGOTIATION AND EXECUTION OF A CONSTRUCTION CONTRACT IN AN AMOUNT NOT TO EXCEED \$1,699,838.85; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on August 9, 2021, the City Council of the City of Miami Springs (the “City”) adopted Resolution No.2021-3929 accepting a state appropriation grant for construction of the South Royal Poinciana Stormwater and Roadway Improvements Project (the “Project”); and

**WHEREAS**, pursuant to Resolution Nos. 2021-3927, 2022-3964, and 2022-4017, the City’s design consultant, Bermello, Ajamil & Partners, Inc., has provided professional engineering design services for the Project; and

**WHEREAS**, on December 21, 2022, the City issued Invitation to Bid No. 03-22/23 (the “ITB”) for construction of the Project; and

**WHEREAS**, three sealed bids were received by the ITB deadline; and

**WHEREAS**, Roadway Construction, LLC (the “Contractor”) submitted the lowest bid for the Project at a total cost of \$1,699,838.85; and

**WHEREAS**, the City Manager recommends that the City Council select the Contractor to construct the Project as the lowest, most responsive and responsible bidder; and

**WHEREAS**, the City Council desires to select the Contractor to construct the Project and authorize the City Manager to negotiate and execute a Construction Contract (the “Contract”) with the Contractor for construction of the Project in an amount not to exceed \$1,699,838.85, consistent with the Contractor’s proposal attached as Exhibit “A”; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL**

**OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

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

**Section 2. Selection.** That the City Council hereby selects the Contractor to construct the Project.

**Section 3. Approval; Authorization.** That the City Council hereby authorizes the City Manager to negotiate and execute the Contract with the Contractor in an amount not to exceed \$1,699,838.85, consistent with the Contractor’s proposal attached as Exhibit “A,” subject to approval by the City Attorney as to form, content, and legal sufficiency.

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

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

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

PASSED AND ADOPTED this 23<sup>rd</sup> day of January, 2023.

ATTEST:

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

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

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

\_\_\_\_\_

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



# AGENDA MEMORANDUM

**Meeting Date:** January 23, 2022

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

**Via:** William Alonso, City Manager

**From:** Ulises A. Fernandez, Building and Code Compliance Director

**Subject:** Building and Code Compliance Vehicle Purchase

**Recommendation:** Recommendation by the Building and Code Compliance Department that Council authorizes the issuance of a Purchase Order to Alan Jay Fleet, by utilizing Sourcewell (formerly NJPA) Contract #2023-091521 NAF & 060920 NAF (attached), in the amount of \$31,114.00 for the purchase of one (1) 2023 Ford F-150 Regular Cab 2WD XL to add to the Code Compliance fleet, as these funds are available in the FY 22/23 Budget, pursuant to Section §31.11 (E)(5)(c) of the City Code.

**Discussion/Analysis:** The Building Department is currently using a Public Works vehicle as a loner in the interim, until a new vehicle is purchased for the Code Compliance Department. The Public Works loaner vehicle will go back into rotation within the Public Works fleet. The purchase of one (1) 2023 Ford F-150 Regular Cab 2WD XL will replace the loaner car from Public Works department and be added to the Code Compliance fleet. This vehicle will be used by the new Code Compliance Officer that was just added this fiscal year.

**Submission Date and Time:** 1/12/2023 6:46 PM

<b><u>Submitted by:</u></b>	<b><u>Approved by (sign as applicable):</u></b>	<b><u>Funding:</u></b>
Department: <u>Bldg. &amp; Code Compliance</u>	Dept. Head: _____	Dept./ Desc.: <u>Bldg &amp; Code Compliance</u>
Prepared by: <u>Ulises Fernandez</u>	Procurement: _____	Account No.: _____
Attachments: <input type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ <u>\$31,114</u>
		Total vendor amount: \$ <u>\$31,114</u>

**RESOLUTION NO. 2023-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF ONE VEHICLE FOR THE BUILDING AND CODE COMPLIANCE DEPARTMENT FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC. IN AN AMOUNT NOT TO EXCEED \$31,114 UTILIZING THE TERMS AND CONDITIONS OF SOURCEWELL CONTRACT NO. 2023-091521-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 XL (the “Vehicle”) for the Building and Code Compliance Department in order to facilitate the provision of its 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. 2023-091521-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 from the Vendor in an amount not to exceed \$31,114, 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 the purchase of the Vehicle from the Vendor and the



expenditure of budgeted funds in an amount not to exceed \$31,114, 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 George Lob	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Walter Fajet	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 23<sup>rd</sup> day of January, 2023.

\_\_\_\_\_  
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



Awarded Contract

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

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	43213-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
1/5/2023

# QUICK QUOTE SHEET

REVISED QUOTE DATE  
1/5/2023

REQUESTING AGENCY	MIAMI SPRINGS, CITY OF		
CONTACT PERSON	ZUZELL MURGUIDO	EMAIL	<a href="mailto:MurguidoZ@miamisprings-fl.gov">MurguidoZ@miamisprings-fl.gov</a>
PHONE	305-805-5054	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF [www.NationalAutoFleetGroup.com](http://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 BLACK W/ MEDIUM DARK SLATE, VINYL 40/20/40 FRONT SEAT	\$0.00
99B 44G	Engine: 3.3L V6 PFDI, Transmission: Electronic 10-Speed Automatic	\$0.00
85A	XL Power Equipment Group (Requires valid FIN code. ) -inc: Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, heat and manual-folding, Power Front Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm.	\$965.00
53B	Class IV Trailer Hitch Receiver only. Does not include Draw Bar, Ball, Pin or Clip.	\$310.00
153	FRONT LICENSE PLATE BRACKET	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.		\$0.00
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

CONTRACT OPTIONS **\$1,215.00**

TRADE IN	VEHICLE TOTAL	\$29,899.00
	MSRP DISCOUNT	12.5%
	ACCESSORY TOTAL	\$1,215.00
	CUSTOMER PRICE	\$31,114.00

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

TOTAL COST LESS TRADE IN(S) QTY 1 **\$31,114.00**

Estimated Annual payments for 60 months paid in advance: \$6,968.26  
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **ORDERED UNIT VIN: [VIN NA]**

VEHICLE QUOTED BY **CHRISTY SELF** GOVERNMENT ACCOUNT MANAGER [christy.self@alanjay.com](mailto:christy.self@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

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2022 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] 2022 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box

MSRP:\$30,870.00

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] 2022 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box	\$30,870.00
<b>OPTIONS</b>		
100A	Equipment Group 100A Standard	\$0.00
153	Front License Plate Bracket	\$0.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00
53B	Class IV Trailer Hitch Receiver	\$315.00
64C	Wheels: 17" Silver Steel	\$0.00
85A	XL Power Equipment Group	\$970.00

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Data Version: 16813. Data Updated: Jun 28, 2022 6:52:00 PM PDT.



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Vehicle: [Fleet] 2022 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box (✔ Complete)

99B	Engine: 3.3L V6 PFDI	\$0.00
AS	Black w/Medium Dark Slate, Vinyl 40/20/40 Front Seat	\$0.00
X19	3.55 Axle Ratio	\$0.00
YZ	Oxford White	\$0.00
—	Tires: 245/70R17 BSW A/S	\$0.00

<b>SUBTOTAL</b>	<b>\$32,155.00</b>
Adjustments Total	\$0.00
Destination Charge	\$1,795.00
<b>TOTAL PRICE</b>	<b>\$33,950.00</b>

## FUEL ECONOMY

Est City:19 MPG

Est Highway:24 MPG

Est Highway Cruising Range:552.00 mi

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# ALAN JAY FLEET

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Vehicle: [Fleet] 2022 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box ( Complete )

## Standard Equipment

### Mechanical

- Engine: 3.3L V6 PFDI -inc: auto start-stop technology and 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)
- 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
- Leaf 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
- Black Rear Step Bumper
- Black Side Windows Trim


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Vehicle: [Fleet] 2022 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box (  Complete )

## Exterior

Black Door Handles

Black Manual Side Mirrors w/Manual Folding

Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Aluminum Panels

Black Grille

Tailgate Rear Cargo Access

Manual Tailgate/Rear Door Lock

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 and Trip Odometer

FordPass Connect 4G Mobile Hotspot Internet Access

Front Cupholder

Compass

Manual Air Conditioning

Locking Glove Box

Interior Trim -inc: Cabback Insulator and Metal-Look Interior Accents

Full Cloth Headliner

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# ALAN JAY FLEET

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Vehicle: [Fleet] 2022 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box ( Complete )

## Interior

- 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
- Manual 1st Row Windows
- 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
- Securilock Anti-Theft Ignition (pats) Engine Immobilizer
- 1 12V DC Power Outlet
- 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


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Vehicle: [Fleet] 2022 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box (  Complete )

## Safety-Interior

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Safety Canopy System Curtain 1st Row Airbags

Airbag Occupancy Sensor

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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**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 Sourcwell 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. Sourcwell, 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell 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

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## 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

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## 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 &amp; 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, <a href="http://www.NationalAutoFleetGroup.com">www.NationalAutoFleetGroup.com</a> 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 <a href="mailto:Fleet@NationalAutoFleetGroup.com">Fleet@NationalAutoFleetGroup.com</a>. 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 <a href="http://www.NationalAutoFleetGroup.com">www.NationalAutoFleetGroup.com</a> 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 <a href="http://www.NAFGPartner.com">www.NAFGPartner.com</a> 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](http://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 <a href="http://www.Driveevfleet.org">www.Driveevfleet.org</a>
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
<b>Addendum_6_Autos_SUVs_Vans_Trucks_RFP_091521</b> Wed September 8 2021 06:27 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Autos_SUVs_Vans_Trucks_RFP_091521</b> Tue September 7 2021 07:28 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_4_Autos_SUVs_Vans_Trucks_RFP_091521</b> Thu August 26 2021 05:55 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Autos_SUVs_Vans_Trucks_RFP_091521</b> Mon August 23 2021 09:47 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Autos_SUVs_Vans_Trucks_RFP_091521</b> Sun August 8 2021 09:02 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Autos_SUVs_Vans_Trucks_RFP_091521</b> Thu August 5 2021 03:58 PM	<input checked="" type="checkbox"/>	1

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF  
THE CITY OF MIAMI SPRINGS, FLORIDA,  
ESTABLISHING THE CITY'S 2023 LEGISLATIVE  
PRIORITIES AND STATE APPROPRIATION REQUESTS;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the "City") Council desires to establish the legislative policies and appropriation requests set forth in Exhibit "A" attached hereto as the City's 2023 legislative priorities; and

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

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

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

**Section 2. Establishing Legislative Priorities.** That the City Council hereby establishes the legislative policies and appropriation requests set forth in Exhibit "A" attached hereto as the City's 2023 legislative priorities.

**Section 3. Effective Date.** That this Resolution shall take effect immediately upon adoption.

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

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

PASSED AND ADOPTED this 23<sup>rd</sup> day of January, 2023.

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MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

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ERIKA GONZALEZ, MMC  
CITY CLERK

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

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

## **EXHIBIT A**

### **CITY OF MIAMI SPRINGS' 2023 LEGISLATIVE PRIORITIES AND APPROPRIATION REQUESTS**

The following policies and appropriations are established as the City of Miami Springs' 2023 Legislative Priorities:

#### **POLICIES**

1. The City supports the broad exercise of home rule powers granted to municipalities under the Florida Constitution and supports consistency in the Legislature with the provisions of Section 166.021, Florida Statutes.
2. The City supports amending Chapter 125, Florida Statutes, to require a fair and proportional distribution of funding generated through the Tourist Development Tax, also known as the "Bed Tax," to municipalities for the purpose of promoting, enhancing, and addressing the growing needs created by tourism.

#### **APPROPRIATIONS**

1. **Erosion Control and Stabilization of Esplanade Canal Banks.** The City supports legislative line item or grant funding in the amount of \$3,000,000 for Phase II and III of the City's Erosion Control and Stabilization Project relating to the collapsing Esplanade Canal Banks. Engineering studies by Craven, Thompson, and Associates, Inc. and Waterfront Properties, Inc. d/b/a/ Gator Dredging reveal that curb, gutter, and adjacent roads and mature trees near the canal could collapse within five years, leading to property damage and loss of resident and emergency vehicle access to homes adjacent to the canal. Furthermore, erosion near the canal is currently causing sedimentation and causing impaired water to discharge into Biscayne Bay. Phase II and III would implement canal bank stabilization services, which include, mobilization, testing, surveying, demolition, clearing of 1.5" asphalt, 8" limerock base, 12" standardized subgrade, curbs, and gutters, planting new trees, and miscellaneous utility work.
2. **Miami Springs Senior Center Supplemental Meals and Services.** The City supports legislative line item or grant funding in the amount of \$750,000 to supplement the City's Senior Center Meals and Services programs. Supplemental funding is required to:
  - a. Extend home delivery services from Monday to Friday in order to provide homebound, elderly citizens with nutritious hot meals and breakfast delivery;
  - b. Provide physical and mental health support activities, including, chair exercise, yoga, aerobics, dance, and Tai Chi; and

- c. Provide acts-based recreational activities that promote senior socialization, which is key to addressing isolation and depression prevalent in the senior population.

The City's Senior Center Meals and Services programs have been ongoing for over forty years, and has been supported through City funding, SNAP federal funding, and the Older Americans Act. Due to an increasing number of low income elderly citizens, as demonstrated in both the 2000 and 2010 U.S. census reports, demand for the City's Senior Center Meals and Services programs are expected to continue growing into the future and, as such, additional legislative appropriation funding is necessary.

3. **Curtiss Parkway Memorial Restoration Project.** The City supports legislative appropriation or grant funding in the amount of \$150,000 to restore the City's Curtiss Parkway War Memorial located at 100 block of Curtiss Parkway. Due to its construction in the mid-1950s, the Curtiss Parkway War Memorial requires a complete restoration in order to serve as a worthy symbol of the nation's appreciation for the service members of all branches of the U.S. military.



# AGENDA MEMORANDUM

**Meeting Date:** 1/23/2023

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

**Via:** William Alonso, City Manager/Fin. Director

**From:** Zuzell E. Murguido, Senior Procurement Officer

**Subject:** Recommendation to approve and enter into a Professional Services Agreement with R.J. Behar & Company, Inc., via RFQ 02-22/23 for the Construction Engineering and Inspection (CEI) Services for the SRP Stormwater and Roadway Improvements Project

**RECOMMENDATION:** Recommendation that Council approve the execution of a Professional Services Agreement with R.J. Behar & Company, Inc., to be paid in accordance with the Hourly Fee Schedule with a not to exceed Lump Sum in the amount of \$172,602.00 (Attachment “A”), with respect to Request for Qualifications (RFQ) # 02-22/23 for the Construction Engineering and Inspection (CEI) Services for the South Royal Poinciana Stormwater and Roadway Improvements Project, as the City will be utilizing State Appropriation Funds via State Funded Grant Agreement from the Florida Department of Transportation (FDOT) and via (ARPA) American Rescue Plan Act.

**DISCUSSION:** On October 31, 2022, the City advertised in the Daily Business Review, on our City's website and also on Demand Star (Onvia) RFQ #02-22/23 for the CEI Services. We notified 1,518 firms via DemandStar and 42 firms via email of the opportunity to respond and 25 firms downloaded the RFQ from Demand Star. On November 8, 2022 16 individuals attended a Mandatory Pre-Bid conference and on December 1, 2022 the City received 4 responses to this RFQ. One of the four respondents, Solid Consulting Engineers advised the City that they inadvertently uploaded on DemandStar the incorrect version of their proposal and wished to remove their submission with respect to this RFQ.

On December 13, 2022 the City held a Selection Committee Evaluation meeting where responses were reviewed and evaluated by a selection committee comprised of Juan D. Garcia, Deputy City Clerk with the City of Miami Springs, Jose L. Lopez, Sr. Associate-Director of Environmental Engineering, and Lazaro Garaboa, Public Works Director. The selection committee ranked the 3 firms, in which the three (3) consultant firms were short-listed via highest-ranked scoring criteria, and R.J. Behar & Company, Inc., (the “Consultant”) was considered the highest ranked and most qualified respondent. On January 9, 2023, the City Commission selected the Consultant to perform the Services and authorized the City Manager to negotiate an agreement with the Consultant.

On January 18, 2023 staff met with R.J. Behar & Company, Inc., (Attachment “B”) and negotiated 1) an hourly fee schedule/lump sum and 2) the discussion of a Professional Services Agreement which shall include an Addendum re: the (ARPA) American Rescue Plan Act.

**FUNDING:** The costs for the CEI Services will be reimbursed and funded through the \$1 Million State legislative appropriation from FY21-22 and via the ARPA (American Rescue Plan Act).

**Submission Date and Time:** 1/20/2023 4:36 PM

<p><b>Submitted by:</b>          Department: <u>Procurement Department</u></p> <p>Prepared by: <u>Zuzell Murguido</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b>Approved by (sign as applicable):</b>          Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p><b>Funding:</b>          Dept./ Desc.: <u>City Manager's Office</u></p> <p>Account No.: _____</p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ _____</p> <p>Current request: \$ <u>172,602.00</u></p> <p>Total vendor amount: \$ _____</p>
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# **Attachment “A”**



**POSITION AND RATES  
FOR  
CITY OF MIAMI SPRINGS  
RFQ 02-22/23**

Position	Rate	Hour	Total
Sr. Project Engineer	\$ 171.00	56	\$ 9,576.00
Project Administrator	\$ 132.00	420	\$ 55,440.00
Senior Roadway Inspector	\$ 92.00	261	\$ 24,012.00
Roadway Inspector	\$ 71.00	974	\$ 69,154.00
Administrator	\$ 70.00	56	\$ 3,920.00
Sub-Total – CEI Fees			\$ 162,102.00
Arehna – Verification Testing			\$ 10,500.00
<b>Total</b>			<b>\$ 172,602.00</b>

# **Attachment “B”**

Contract Negotiations Meeting - Sign In  
 RFQ No.: 02-22/23  
**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
 FOR THE SOUTH ROYAL POINCIANA  
 STORMWATER AND ROADWAY IMPROVEMENTS PROJECT**  
 January 18, 2023 at 10:00 A.M.

Name: <i>Wesley Murguido</i>	Title: <i>Senior Procurement Officer</i>	Company/Organization: <i>COMES</i>
Phone: <i>3/805-5034</i>	E-Mail: <i>murguido2@miamisprings-fl.gov</i>	
Name: <i>Tammy Romero</i>	Title: <i>ACM</i>	Company/Organization: <i>COMES</i>
Phone: <i>305-865-5035</i>	E-Mail: <i>Romerot@miamisprings-fl.gov</i>	
Name: <i>JOSE LOPEZ RE</i>	Title: <i>PM</i>	Company/Organization: <i>BA</i>
Phone: <i>954-260-5383</i>	E-Mail: <i>jlopez@teruellocajamil.com</i>	
Name: <i>Nestor Santana</i>	Title: <i>Senior Project Engineer</i>	Company/Organization: <i>RJ Behar &amp; Co. Inc.</i>
Phone: <i>954-680-7771</i>	E-Mail: <i>nsantana@rjbehar.com</i>	
Name: <i>Stacy Sookdew-Sing</i>	Title: <i>Project Administrator</i>	Company/Organization: <i>RJ Behar &amp; Company, Inc</i>
Phone: <i>954-593-2708</i>	E-Mail: <i>SSing@RJBehar.com</i>	
Name:	Title:	Company/Organization:
Phone:	E-Mail:	



**RESOLUTION NO. 2023-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN AGREEMENT WITH R.J. BEHAR & COMPANY, INC. FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE SOUTH ROYAL POINCIANA (SRP) STORMWATER AND ROADWAY IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$172,602.00 PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 02-22/23; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) issued Request for Qualifications No. 02-22/23 (the “RFQ”) for construction engineering and inspection (“CEI”) services (the “Services”) for the South Royal Poinciana Stormwater and Roadway Improvements Project; and

**WHEREAS**, on January 9, 2023, the City Commission selected the Consultant to perform the Services and authorized the City Manager to negotiate an agreement with the Consultant; and

**WHEREAS**, the City Manager has negotiated the agreement (the “Agreement”) attached hereto as Exhibit “A” with the Consultant for the Services in an amount not to exceed \$172,602.00; and

**WHEREAS**, the City Council desires to approve the Agreement and authorize the City Manager to execute the Agreement with the Consultant in substantially the form attached hereto as Exhibit “A” in an amount not to exceed \$172,602.00; and

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

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

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

**Section 2. Approval.** That the City Council hereby approves the Agreement attached hereto as Exhibit “A.”

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to execute the Agreement with the Consultant in substantially the form attached

hereto as Exhibit "A" in an amount not to exceed \$172,602.00, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

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

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

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

PASSED AND ADOPTED this 23<sup>rd</sup> day of January, 2023.

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

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

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

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

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**CITY OF MIAMI SPRINGS**

**AND**

**R.J BEHAR & COMPANY, INC.**

**THIS AGREEMENT** (this “Agreement”) is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), by and between **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”) and **R.J. BEHAR & COMPANY, INC.** (hereinafter, the “Consultant”).

**WHEREAS**, the City (the “City”) issued Request for Qualifications No. 02-22/23 (the “RFQ”) for construction engineering and inspection (“CEI”) services (the “Services”) for the South Royal Poinciana Stormwater and Roadway Improvements Project, all as set forth in greater detail in the Scope of Services set forth within the RFQ, which is attached hereto as Exhibit “A”; and

**WHEREAS**, the Consultant submitted a response to the RFQ to perform the Services on behalf of the City, all as further set forth in the Proposal dated \_\_\_\_\_, 2023, attached hereto as Exhibit “B”; and

**WHEREAS**, on January 9, 2023, the City Commission selected the Consultant to perform the Services and authorized the City Manager to negotiate an agreement with the Consultant; and

**WHEREAS**, on January 23, 2023, the City Commission adopted Resolution No. 2023-\_\_\_\_\_, approving this Agreement and authorizing the City Manager to execute the Agreement; and

**WHEREAS**, the City and Consultant, through mutual negotiation, have agreed upon a fee for the Services, which rate scheduled is set forth in Exhibit “C”; and

**WHEREAS**, the City desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

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

**1. Scope of Services.**

- 1.1.** Consultant shall provide the Services for the Project as set forth in the Scope of Services attached hereto as Exhibit “A” and in accordance with the Proposal attached hereto as Exhibit “B,” which Exhibits are incorporated herein by reference.



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

**2. Term/Commencement Date.**

2.1. The term of this Agreement shall be from the Effective Date through [date], unless earlier terminated in accordance with Paragraph 8.

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

**3. Compensation and Payment.**

3.1. Compensation for the Services provided by Consultant shall be in accordance with the Rate Schedule attached hereto as Exhibit "C." Total compensation under this Agreement shall be in an amount not to exceed \$172,602.00.

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

**4. Subconsultants.**

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

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

**5. City's Responsibilities.**

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

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

**6. Consultant's Responsibilities; Representations and Warranties.**

- 6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to City requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.
- 6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.
- 6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

## **7. Conflict of Interest.**

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

## **8. Termination.**

- 8.1. The City Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.
- 8.2. Upon receipt of the City's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the City Manager.
- 8.3. In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

## 9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

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

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

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

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

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

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

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

**9.2. Certificate of Insurance.** Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

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

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

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

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

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

- 11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification.**

- 12.1.** Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.
- 12.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.
- 12.3.** The provisions of this section shall survive termination of this Agreement.

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

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

**15. Entire Agreement/Modification/Amendment.**

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

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

**16. Ownership and Access to Records and Audits.**

**16.1.** Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the City. Consultant shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

**16.2.** Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

**16.3.** Upon request from the City’s custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

**16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

**16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- 16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.
- 16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.
17. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.
18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
19. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
20. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.



- 23. Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 24. Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 25. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- 26. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.
- 27. Non-Exclusive Agreement.** The City reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.
- 28. Termination Due To Lack of Funding.** This Agreement is subject to the condition precedents that: (i) City funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the City secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the City Commission relative to the Services; and (iii) the City Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The City represents to Consultant that the City has adopted a resolution authorizing execution of this Agreement, if required by applicable law.
- 29. Background Checks.** Prior to the execution of this Agreement, the Consultant shall furnish the City with a copy of a screening and background check, including a criminal background check for Consultant, its officials, agents, employees or subcontractors providing Services under this Agreement. The Consultant shall be responsible for updating the City in writing with any additions and deletions of the individuals authorized to provide Services under this

Agreement. In the event that additional individuals are authorized to perform such Services, the Consultant shall furnish the City with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the City Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the City shall select this box: .

**30. American Rescue Plan Act Contract Conditions.** The Consultant acknowledges that the Services may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the City pursuant to the American Rescue Plan Act ("ARPA"). Towards that end, the Consultant shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by ARPA, as further detailed in the ARPA Addendum.

If compliance with the ARPA Addendum is required, the City shall select this box: .

**31. Conflicts; Order of Priority.** This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

- 31.1.** First Priority: Base Agreement;
- 31.2.** Second Priority: Exhibit A - RFQ No. 02-22/23;
- 31.3.** Third Priority: Exhibit C – Rate Schedule;
- 31.4.** Fourth Priority: Exhibit B – Consultant's Proposal; and
- 31.5.** Fifth Priority: Exhibit D – ARPA Addendum.

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

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

**CITY OF MIAMI SPRINGS**

**CONSULTANT**

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

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

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

Attest:

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

By: \_\_\_\_\_  
Erika Gonzalez, MMC  
City Clerk

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

Approved as to form and legal sufficiency:

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

**Addresses for Notice:**

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

**Addresses for Notice:**

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

**With a copy to:**

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

**With a copy to:**

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

**E-VERIFY AFFIDAVIT**

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

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

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

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

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_  
\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida  
County of \_\_\_\_\_

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

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

\_\_\_\_\_  
Personally known to me; or  
\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)  
\_\_\_\_\_  
Did take an oath; or  
\_\_\_\_\_  
Did not take an oath

**EXHIBIT A**  
**RFQ**

**Exhibit B**  
**Consultant's Proposal**

**Exhibit C**  
**Rate Schedule**

**AMERICAN RESCUE PLAN ACT ADDENDUM TO  
CONTRACT FOR CONSTRUCTION  
BETWEEN  
CITY OF MIAMI SPRINGS  
AND  
R.J. BEHAR & COMPANY, INC.**

**THIS ARPA ADDENDUM** to the Contract for Construction (the “ARPA Addendum”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date of this Addendum”), by and between **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”) and **R.J. Behar & Company, Inc.**, a Florida for-profit corporation (hereinafter, the “Contractor”). Collectively, the City and the Contractor are referred to as “Parties.”

**WHEREAS**, the City (the “City”) issued Request for Qualifications No. 02-22/23 (the “RFQ”) for construction engineering and inspection (“CEI”) services (the “Services”) for the South Royal Poinciana Stormwater and Roadway Improvements Project (the “Project”), which RFQ incorporated and advised as to the requirement to comply with the provisions of this ARPA Addendum; and

**WHEREAS**, the Consultant submitted a response to the RFQ to perform the Services on behalf of the City, all as further set forth in the Proposal dated \_\_\_\_\_, 2023; and

**WHEREAS**, on January 9, 2023, the City Commission selected the Consultant to perform the Services and authorized the City Manager to negotiate an agreement with the Consultant; and

**WHEREAS**, on January 23, 2023, the City Commission adopted Resolution No. XX, approving the underlying Agreement to this ARPA Addendum (the “Agreement”) and authorizing the City Manager to execute the Agreement; and

**WHEREAS**, on March 11, 2021, the federal government adopted the American Rescue Plan Act (“ARPA”), which, among other things, provides local governments with emergency COVID-19 funding; and

**WHEREAS**, the City desires to utilize ARPA funding to fund the Services for the Project; and

**WHEREAS**, in order to utilize ARPA funding for the Project, the City desires to incorporate federally required contract provisions relating to ARPA into the Agreement, as set forth in this ARPA Addendum; and

**WHEREAS**, the City and Contractor wish to modify the terms of the Agreement in accordance with the terms and conditions set forth in this ARPA Addendum.



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

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

2. **American Rescue Plan Act Provisions.** The Agreement is hereby amended by adding the following provisions to the Agreement:

**2.1. Mandated Federal Agreement Conditions.**

**2.1.1.** In connection with the performance of this Agreement, Contractor acknowledges that compensation for the Project services under this Agreement shall be fully or partially funded using the Coronavirus State and Local Fiscal Recovery Funds allocated to the City pursuant to the American Rescue Plan Act. As such, Contractor shall comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this Agreement:

**ARPA Exhibit 1.** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable and as may be amended from time to time;

**ARPA Exhibit 2.** The U.S. Department of the Treasury’s Final Rule governing ARPA, dated January 27, 2022;

**ARPA Exhibit 3.** U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019);

**ARPA Exhibit 4.** The U.S. Department of the Treasury’s Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, dated April 27, 2022;

**ARPA Exhibit 5.** American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement between the City and the State of Florida, Division of Emergency Management;

**ARPA Exhibit 6.** The U.S. Department of the Treasury’s ARPA Compliance and Reporting Guidance, dated June 17, 2022; and

**ARPA Exhibit 7.** Assurances of Compliance with Civil Rights Requirements.

A copy of the above-referenced documents are available for inspection by the Contractor at the Office of the City Clerk and at the following City link: <https://www.miamisprings-fl.gov/finance/coronavirus-state-and-local-fiscal-recovery-funds-slfrf-program-part-american-rescue-plan>.

**2.1.2. Title VI Requirements.** Contractor acknowledges that the City has certified compliance with Title VI of the Civil Rights Act of 1964 to the U.S. Department of the Treasury

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<sup>1</sup> Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

on the form incorporated herein as ARPA Exhibit 7. Towards that end, Contractor shall ensure that performance of work in connection with this Agreement complies with the certifications and requirements contained in ARPA Exhibit 7 and shall also adhere to the following provisions:

(1) The Contractor and its subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

(2) Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, and that the Contractor shall undertake an active program of nondiscrimination in its administration of the Work under this Agreement.

**2.1.3. *Americans with Disabilities Act Requirements.*** The Contractor agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications. Additionally, Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 3601), which prohibits discrimination against individuals on the basis of discrimination under any program or activity under this Agreement.

**2.1.4. *Age Discrimination Act of 1975.*** Contractor shall comply with the requirements of 42 U.S.C. §§ 6101 et seq., as amended, and the Treasury's implementing regulations (31 CFR Part 23), which prohibits the discrimination on the basis of age in programs or activities under this Agreement.

**2.1.5. *Protections for Whistleblowers.***

(1) In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(2) The list of persons and entities referenced in the paragraph above includes the following:

- i. A Member of Congress or a representative of a committee of Congress.
- ii. An Inspector General
- iii. The Government Accountability Office.
- iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- v. An authorized official of the Department of Justice or other law enforcement agency.
- vi. A court or grand jury.
- vii. A management official or other employee of the Contractor, subcontractor, the State of Florida, or the City who has the responsibility to investigate, discover, or address misconduct.

(3) The Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**2.1.6. Compliance with Immigration and Nationality Act (INA).** Contractor hereby certifies that it does not knowingly employ unauthorized alien workers in violation of the employment provisions contained in 8 USC Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)].

**2.1.7. Seat Belts Required.** Pursuant to Executive Order 13043, 62 FR 19217, Contractor shall adopt and enforce policies or programs that require employees to use seat belts while operating or traveling on vehicles owned, rented, or personally owned by the Contractor and its employees while performing the Work.

**2.1.8. Texting While Driving Ban.** Pursuant to Executive Order 13513, 74 FR 51225, Contractor shall adopt and enforce policies that ban text messaging while driving and workplace safety policies designed to decrease accidents caused by distracted drivers.

**2.1.9. Publication.** Contractor shall obtain approval from the City in writing prior to issuing any publications in connection with this Agreement. If approved by the City, the Contractor shall include the following language in any and all publications issued:

“This Project is [being funded/was supported] in part by federal award number (FAIN) [Insert Project FAIN] awarded to the City of Miami Springs by the U.S. Department of the Treasury.”

**2.1.10. Reporting Conflict of Interests.** Contractor agrees to disclose in writing to the City, U.S. Department of the Treasury, and the State of Florida, as appropriate, any potential conflicts of interest affecting the use of funds awarded under the American Rescue Plan Act in accordance with 2 CFR 200.112.

**2.2. Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).** In accordance with the Final Rule and other guidelines provided in connection with the American Rescue Plan Act, Contractor shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under 2 CFR Part 200, including, but not limited to:

**2.2.1. Equal Employment Opportunity Compliance.** During the performance of this Agreement, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;
  - b. layoff or termination;
  - c. rates of pay or other forms of compensation; and
  - d. selection for training, including apprenticeship

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**2.2.2. Contract Work Hours and Safety Standards Act Compliance.** During the performance of this Agreement, the Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708), including as follows:

- (1) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the Agreement Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**2.2.3. Clean Air Act Compliance.** During the performance of this Agreement, the Contractor shall comply with the provisions of Clean Air Act (42 U.S.C. § 7401 et seq., as amended) and specifically agrees as follows:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

**2.2.4. Federal Water Pollution Control Act Compliance.** During the performance of this Agreement, the Contractor shall comply with the provisions of Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq., as amended) and specifically agrees as follows:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

**2.2.5. Debarment and Suspension Compliance.** During the performance of this Agreement, the Contractor warrants that Contractor or its subcontractors are not debarred, suspended, or otherwise ineligible for contract awards under Executive Orders 12549 and 12689. Contractor shall comply with the following provisions:

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180, the U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19, and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (5) Contractor certifies that they:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
  - ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and
- iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default. If the Contractor is unable to obtain and provide such certification, then the Contractor shall attach an explanation to this Agreement as to why not.

**2.2.6. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended).** During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). Specifically, Contractor represents and warrants as follows:

- (1) No Funds received by the Contractor under this Agreement have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any monies, other than Funds received by Contractor under this Agreement, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The Contractor shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**2.2.7. Copeland "Anti-Kickback" Act.** During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Copeland "Anti-Kickback" Act as follows:

- (1) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference into this Agreement.



- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**2.2.8. *Procurement of Recovered Materials.*** Contractor shall comply with the provisions of 2 C.F.R.323, including Section 6002 of the Solid Waste Disposal Act. Towards that end, in the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

**2.2.9. *Domestic Preferences for Procurements.*** To the greatest extent practicable, Contractor and its subcontractors shall provide preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, in accordance with 2 CFR 200.322, "Domestic preferences for procurements."

**2.2.10. *2 CFR Subpart F – Audit Requirements.*** Contractor shall assist the City in complying with the audit requirements under 2 CFR Subpart F – Audit Requirements ("Federal Audit Provisions") and the reporting requirements of the U.S. Department of the Treasury's Final Rule, as amended, and other guidelines issued in connection with the American Rescue Plan Act.

- (1) Contractor shall assist the City in complying with the Federal Audit Provisions by providing the City, the State of Florida, the U.S. Department of the Treasury, the Treasury Office of the Inspector General, the Government Accountability Office, or other federal government entities, and any of their duly authorized representatives, access to personnel, accounts, books, records, supporting documentation, and other information relating to the performance of the Agreement or the Work ("Documentation") necessary to complete federal audits. Contractor shall promptly assist the City in the event Documentation must be supplemented to address audit findings or other federal inquiries.
- (2) Contractor shall keep all Documentation up-to-date throughout the performance of this Agreement and the Work. Contractor shall provide the City with all Documentation for each fiscal year by October 1 of each year or within five days of the completion of the Work, whichever occurs first. Contractor shall assist the City in complying with additional guidance and instructions issued by the U.S. Department of the Treasury

governing the reporting requirements for the use of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds.

3. **Conflict; Addendum Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this ARPA Addendum and the terms and provisions of the Agreement, the terms and provisions of this ARPA Addendum 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 ARPA Addendum but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

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

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

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

**CITY OF MIAMI SPRINGS**

**CONTRACTOR**

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

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

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

Attest:

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

By: \_\_\_\_\_  
Erika Gonzalez, MMC  
City Clerk

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

Approved as to form and legal sufficiency:

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

**Addresses for Notice:**

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

**Addresses for Notice:**

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

**With a copy to:**

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

**With a copy to:**

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



# AGENDA MEMORANDUM

**Meeting Date:** January 23, 2023

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

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

**Subject:** Code Enforcement Magistrate

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As a result of the City and the Special Magistrate mutually agreeing to terminate the services being provided by the Special Magistrate, the City has a need to appoint a new Special Magistrate to preside over Code Compliance hearings.

The City Manager recommends that the City Council approve the appointment of MRN Law PA as the primary Special Magistrate and Dr. Jon Gurney, J.D., Ed.D as the secondary (back up) Special Magistrate for the City and authorize the City Manager to negotiate and execute an agreement with each of them in an amount not to exceed budgeted funds pursuant to Section 32-62(8) of the City Code. The recommended rates for the Special Magistrates would be \$190 per hour with a two hour minimum. Alternatively, if there is no minimum time requirement, the rate would be \$215 per hour.

The City's Code Compliance and Building Director, Ulysses Fernandez, has observed Ms. Myrnabelle Roche, Esq. in her performance as the Special Magistrate for the City of Marco Island and believes that her approach to code compliance will provide for the efficient administration of hearings and decision making on code cases in the City of Miami Springs.

In addition, Mr. Gurney served as the City's red light camera magistrate previously, has experience in code proceedings, and has expressed interest in serving as a magistrate for the City. Ms. Roche's and Gurney's CV are attached in the agenda back up for review.

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE APPOINTMENT OF MRN LAW PA AND DR. JON HURNEY, J.D., ED.D. AS PRIMARY AND SECONDARY SPECIAL MAGISTRATES FOR CODE COMPLIANCE HEARINGS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 32-62(8) of the Code of the City of Miami Springs (“City”), a Special Magistrate may be appointed by the City Council, or pursuant to City Council authorization, to preside over code compliance hearings; and

**WHEREAS**, the City is in need of a Special Magistrate who is an attorney admitted to practice law in the state of Florida, in good standing with the Florida Bar, and possesses a thorough understanding of City code compliance matters, the City Code and all applicable laws and regulations; and

**WHEREAS**, MRN Law PA and Dr. Jon Gurney, J.D., Ed.D have been determined to possess the qualifications to serve as the City’s Special Magistrate; and

**WHEREAS**, the City Council desires to approve the appointment of MRN Law PA as the primary Special Magistrate and Dr. Jon Gurney, J.D., Ed.D as the secondary Special Magistrate for the City and authorize the City Manager to negotiate and execute an agreement with each of them in substantially the form attached hereto as Exhibit “A” in an amount not to exceed budgeted funds pursuant to Section 32-62(8) of the City Code; and

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

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

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Approval.** Pursuant to Section 32-62(8) of the City Code, the City Council hereby approves the appointment of the following Special Magistrates: MRN Law

PA as the primary Special Magistrate and Dr. Jon Gurney, J.D., Ed.D as the secondary Special Magistrate.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to negotiate and execute an agreement with the Contractors in substantially the form attached hereto as Exhibit "A" in an amount not to exceed budgeted funds, subject to approval by the City Attorney as to form, content, and legal sufficiency. The City Manager is further authorized to take any action which is reasonably necessary to implement the intent and purpose of this Resolution.

**Section 4. Effective Date.** That this Resolution shall become effective immediately upon its 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 George Lob	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Walter Fajet	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 23<sup>rd</sup> day of January, 2023.

\_\_\_\_\_  
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

**SPECIAL MAGISTRATE SERVICES AGREEMENT**

**BETWEEN**

**CITY OF MIAMI SPRINGS**

**AND**

**[INSERT CONTRACTOR NAME]**

**THIS AGREEMENT** (this “Agreement”) is made effective as of the \_\_\_\_ day of \_\_\_\_\_ 2023 (the “Effective Date”), by and between **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”) and **[INSERT CONTRACTOR NAME]**, a Florida Professional Association, (hereinafter, the “Contractor”).

**WHEREAS**, the City is in need of a Special Magistrate to preside over code violation proceedings in accordance with Article VIII, “Code Compliance Board” of Chapter 32, of the City Code and Chapter 162, Florida Statutes; and

**WHEREAS**, the Contractor has been determined to possess the qualifications to serve as the City’s Special Magistrate; and

**WHEREAS**, the City and Contractor, through mutual negotiation, have agreed upon a fee for the Contractor’s services as Special Magistrate; and

**WHEREAS**, the City desires to engage the Contractor to perform the services as Special Magistrate; and

**WHEREAS**, the Contractor represents that she is capable and prepared to perform the services of Special Magistrate.

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

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.
2. **Scope of Services.**
  - 2.1. Contractor shall perform the services of a Special Magistrate (the “Services”) in accordance with the provisions of Article VIII, “Code Compliance Board” of Chapter 32, of the City Code, Chapter 162, Florida Statutes, and applicable laws.
  - 2.2. Those Services shall include, but are not limited to, presiding over the City’s code compliance violations; adopting rules for the conduct of hearings; hearing and deciding alleged violations of the City’s Code of Ordinances; subpoenaing evidence and alleged violators and witnesses to its hearings; taking testimony under oath; assessing fines against violators of city codes and ordinances; issuing findings of fact based on evidence of record and conclusions of law; and issuing orders having the force of law to command whatever

steps are necessary to bring a violation into compliance. The City Code Compliance Clerk or other City employees shall provide clerical and administrative personnel as may be reasonably required by the Contractor for the proper performance of its duties. The Contractor shall have no powers except as provided by this Agreement or by law.

2.3. Contractor shall furnish all orders, reports, documents, and information obtained pursuant to this Agreement during the term of this Agreement (hereinafter "Deliverables") to the City.

### 3. **Term/Commencement Date.**

3.1. The term of this Agreement shall be from the Effective Date through one year thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the City Manager may renew this Agreement on an annual basis on the same terms and conditions as set forth herein upon written notice to the Contractor.

### 4. **Compensation and Payment.**

4.1. In consideration for the Services to be provided by the Contractor, the City agrees to pay the Contractor at a rate of \$190.00 per hour. In the event of the City's termination of this Contract prior to the end of the Contract Term, the City shall pay the Contractor for actual Services performed by the Contractor prior to the City's termination of this Contract. The Contractor shall receive no less than two hours of compensation for each hearing attended plus the prorated hourly rate for any time in excess of two hours. Such initial two hour compensatory time shall be inclusive of travel time to and from the hearing in an amount of travel time not to exceed an hour. The Contractor may also be paid for reasonable hearing preparation time billed, legal research services, and preparation of orders. Reasonable expenses, including copy and printing charges (.15 per page) are acceptable.

4.2. Contractor shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Contractor in accordance with the Florida Prompt Payment Act, Chapter 218 Florida Statutes.

### 5. **Contractor's Responsibilities; Representations and Warranties.**

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

5.2. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to



perform the Services for City as an independent contractor of the City. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

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

**6. City's Responsibilities; Representations and Warranties.**

**6.1.** The City shall be responsible for providing information in the City's possession that may reasonably be required by Contractor to provide the services described in Section 1.0. of this Agreement.

**7. Conflict of Interest and Unavailability.**

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

**7.2.** In the event that Contractor determines that a conflict of interest may arise or has arisen in reference to any matter that Contractor is handling for the City, Contractor shall notify the City Attorney and the City's Code Compliance Director prior to the scheduled hearing and no later than 48 hours after such conflict arises or is first determined.

**7.3.** The Contractor acknowledges that the City's code compliance hearing schedule will generally follow a set pattern and further agrees to inform City of any hearing dates that Contractor will miss due to vacation or other planned absence at least 30 days in advance. Should the unavailability arise less than 30 days before a hearing date, the Contractor agrees to provide notice of unavailability within 48 hours of when it arises.

**8. Termination.**

**8.1.** The City Manager, without cause, may terminate this Agreement upon thirty (30) calendar days' written notice to the Contractor, or immediately with cause.

**8.2.** Upon receipt of the City's written notice of termination, Contractor shall immediately stop work unless directed otherwise by the City Manager.

**8.3.** In the event of termination by the City, the Contractor shall be paid for all Services actually performed up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4 of this Agreement.

**8.4.** The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

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

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

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

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

**11. Indemnification.**

**11.1.** Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's negligent performance or non-performance of any provision of this Agreement. Contractor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's negligent performance or non-performance of this Agreement.

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

**11.3.** This provision shall not be construed to require the Contractor to indemnify the City in situations wherein their rulings are appealed in the ordinary course as provided by law.

**11.4.** To the extent permitted by law, the City will indemnify, hold harmless, and defend the Contractor in their capacity as Special Magistrate for municipal Code Enforcement proceedings, including from any cause of action that may arise from the performance of the Services.

**11.5.** The provisions of this section shall survive termination of this Agreement.

**12. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail, return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice. A copy of the formal notice shall also be sent via electronic mail to the parties (or their successors) at the addresses listed on the signature page of this Agreement.

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

**14. Entire Agreement/Modification/Amendment.**

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

**14.2.** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document. Such modifications shall be in the form of a written Amendment executed by both parties.

**15. Ownership and Access to Records and Audits.**

**15.1.** Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Contractor during the term of this Agreement (“Work Product”) belong to the City. Contractor shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

**15.2.** Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

**15.3.** Upon request from the City’s custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied

within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

**15.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

**15.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

**15.6.** Any compensation due to Contractor shall be withheld until all records are received as provided herein.

**15.7.** Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

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

**16. Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the City's area, circumstances, and desires.

**17. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**18. Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

**19. Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this

Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

20. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
21. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
22. **Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
23. **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
24. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
25. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.
26. **Non-Exclusive Agreement.** The City reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.
27. **Termination Due To Lack of Funding.** This Agreement is subject to the condition precedents that: (i) City funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the City secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the City Council relative to the Services; and (iii) the City Council enacts legislation or other necessary

resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The City represents to Contractor that the City has adopted a resolution authorizing execution of this Agreement, if required by applicable law. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to the Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

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

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

**CITY OF MIAMI SPRINGS**

**CONTRACTOR**

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

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

Attest:

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

By: \_\_\_\_\_  
Erika Gonzalez, MMC  
City Clerk

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

Approved as to form and legal sufficiency:

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

**Addresses for Notice:**

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

**Addresses for Notice:**

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

**With a copy to:**

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

**E-VERIFY AFFIDAVIT**

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

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

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

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

In the presence of:

Signed, sealed and delivered by:

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

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

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

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

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

**ACKNOWLEDGMENT**

State of Florida  
County of \_\_\_\_\_

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

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

\_\_\_\_\_  
Personally known to me; or  
\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)  
\_\_\_\_\_  
Did take an oath; or  
\_\_\_\_\_  
Did not take an oath





MRN LAW, P.A.

6700 NORTH ANDREWS AVE, SUITE 103

FORT LAUDERDALE, FL 33308

WWW.MRNLAWPA.COM

TEL. 954.784.7001

January 4, 2023

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

**RE: Special Magistrate Services - Code Enforcement**

To whom it may concern,

Thank you for the opportunity to submit a proposal for the special magistrate position at the City of Miami Springs. I have been a licensed attorney in Florida since 2002 (FLB: 562831). Before going to law school, I earned a Bachelors degree in Architecture Design (1997) and a Masters in Building Construction (1998), both from the University of Florida. After completing my Masters degree, I worked with a commercial general contractor as a project engineer (aka assistant project manager). It should come as no surprise that my passion is the built environment and that my career goal was to become the best construction attorney I could possibly be. After I graduated from the University of Florida Law School in 2001, I started a construction and real estate law firm with my now ex-husband. That law firm was dissolved a few years later, and in 2014, MRN Law, PA. was born.

I started presiding over code enforcement hearings when I was appointed to the Fort Lauderdale Code Enforcement Board in 2004. I took a short hiatus from Code Enforcement between 2009 and 2014. I now serve as a Code Enforcement Special Magistrate for the following jurisdictions:

- 1) City of Marco Island, FL - December 2014- to present
- 2) City of Greenacres, FL- October 2016- present
- 3) Town of Fort Myers Beach, FL- October 2020- present
- 4) City of Lake Worth Beach, FL- March 2021- present
- 5) Town of South Palm Beach, FL-February 2021- present

I became a Circuit Civil Mediator in February 2010 and completed the Florida Supreme Court Approved Court-Appointed Arbitrator training in June 2020. I am fully bilingual (English and Spanish). I also have significant experience relating to construction law, government law, insurance law, real estate law (including priority of liens, title and foreclosure), administrative law, land use law and local government regulations and procedures. My current hourly rate for special magistrate services is \$215.00 per hour. I can offer the City of Miami Springs a reduced rate in the amount of \$190.00, if it includes a guaranteed minimum of 2 hours.

MRN Law, PA. currently holds certificates of insurance as follows:

- 1) Worker's Comp & Employer's liability (Employers Preferred Ins Co \$1,000,000/\$1,000,000)
- 2) Indemnification (Blackboard Insurance Company \$1,000,000/\$1,000,000)
- 3) Professional Liability (Florida Lawyers Mutual \$1,000,000/\$1,000,000)

Thank you for your time and consideration reviewing this proposal. I am confident that I am a great fit for this position and look forward to discussing my qualifications and experience further should you have any questions. Thank you.

Sincerely,

*Myrnabelle Roche*

Myrnabelle Roche, Esq.  
mroche@mrnlawpa.com  
Direct: 954-229-1007

# **Dr. Jon Gurney, J.D., Ed.D.**

## **Attorney at Law**

**Former United States Attorney Advisor - Former Criminal Prosecutor  
Arbitrator -Traffic Court Hearing Officer-University Instructor**

**Admitted to the Practice of Law in the States of Florida, Georgia, Arizona & Washington  
Former Member, State of Washington Board of Bar Examiners**

**2301 Wilton Drive, Unit 410, Wilton Manors, FL 33305**

**Personal Email: Jgurney78@gmail.com**

**Phone: (305) 793- 0089 (cell phone)**

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### **SUMMARY OF QUALIFYING EXPERIENCE:**

Licensed attorney in the States of Florida, Georgia, Arizona and Washington with over seventeen years of diverse legal and pedagogical experience. Previously served as an Attorney Advisor to the Administrative Law Judges within the United States Department of Health & Human Services Office of Medicare Hearings and Appeals Miami Field Office and as an Attorney Advisor at the United States Social Security Administration. Experience includes preparing for and advocating in over two thousand bench trials as a municipal and state court prosecutor, taking over fifty civil depositions in contested automobile insurance matters as a civil litigator, presiding over and drafting orders in over forty court mandated PIP automobile insurance arbitrations as a State of Florida Qualified Arbitrator, service as a part time municipal hearing officer, and currently serving on a part time basis as a Traffic Court Hearing Officer for the Palm Beach County Court.

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### **LAW PRACTICE EXPERIENCE:**

**Assistant City Attorney  
City of Dania Beach, Florida  
11/2022-Present**

Provide in house legal representation to the city in various aspects of municipal law, including code enforcement case prosecution, contracts review, zoning issues, public record requests, and assistance with management of litigation with outside counsel.

**Traffic Court Hearing Officer (Part Time Traffic Court Magistrate)  
Palm Beach County Court, 15<sup>th</sup> Judicial Circuit of Florida  
12/2020- Present**

Appointed by the chief judge of the 15<sup>th</sup> judicial circuit to preside over civil traffic infraction proceedings in the traffic division of the Palm Beach County Court. Conduct civil infraction trials through verdict, rule on pre-trial motions and admissibility of evidence, interpret applicable

Florida traffic statutes, and ensure due process for all parties involved in the civil traffic infraction adjudication process.

**Attorney Advisor**  
**Office of Medicare Hearings & Appeals-Miami Field Office**  
**United States Department of Health & Human Services, Miami, FL**  
**10/2018-11/2022**

Served as an Attorney Advisor to a Supervisory Administrative Law Judge in the Office of Medicare Hearings & Appeals, Miami Field Office. Analyze and research complex issues arising under Medicare statutes, regulations and manuals in an effort to timely draft complex legally sufficient decisions on behalf of American citizens under the United States Medicare program. Actively participate in numerous office committees and events in an effort to contribute to the mission of OMHA and the OMHA Miami field office. Currently assigned to the new attorney advisor teaching cadre and appointed as the Miami field office Employee Engagement Ambassador to HHS OMHA headquarters.

**Attorney Advisor**  
**United States Social Security Administration**  
**Office of Hearing Operations**  
**Baltimore, MD**  
**11/2017-10/2018**

Analyzed and reviewed issues related to Title 2 and Title 16 of the Social Security Act, Social Security agency rulings, and related Federal court decisions. Advise and recommend action to Administrative Law Judges pertaining to the issues of each pending disability case. Drafted over 300 legally defensible case decisions that addressed all relevant legal, procedural, administrative and medical issues on behalf of the Social Security Administration.

**Deputy Assistant Prosecuting Attorney (contract position)**  
**King County Prosecutor's Office District Court Division**  
**Seattle, WA**  
**05/2017-10/2017**

Served as a deputy assistant prosecuting attorney in King County District Court traffic division. Duties included serving as the misdemeanor first appearance prosecutor arguing probable cause and bond/release conditions at the King County Jail; motion practice, including drafting and responding to substantive motions in Driving Under the Influence cases within the King County District Court; civil traffic infraction prosecution, including both traffic motions and trials within the King County Civil Misdemeanor and Civil Infraction Traffic Court.

**Hearing Officer -Red Light Camera Program**  
**City of Miami Springs, Florida**  
**08/2013- 12/2020**

Served as an appointed Hearing Officer (part time independent contractor) with the jurisdiction to preside over assigned cases (administrative appeals) under the State of Florida Wandell Traffic Safety Act Red Light Camera Enforcement Program. Duties include presiding over administrative review hearings in red light camera cases; administering oaths to witnesses; hearing testimony from sworn City of Miami Springs police officers, as well as, petitioner's and their witnesses; rule on pre-hearing motions; review evidence in photographic and video forms; afford all petitioners procedural due process throughout the administrative hearing process; make factual findings and legal judgments based on information presented during administrative review hearings; render case adjudications in accordance with applicable law.

**Qualified Arbitrator (Court Appointed)**  
**17<sup>th</sup> Judicial Circuit of Florida, Broward County, Florida**  
**County Court, Civil Division**  
**07/2012- 05/2017**

Serve as a court appointed arbitrator in matters sent to mandatory, non-binding arbitration in the 17<sup>th</sup> Judicial Circuit of Florida, County Court division. Served as a court appointed arbitrator in Personal Injury Protection Insurance (PIP) disputes, as well as Homeowners' Insurance dispute litigation. Duties include preparing notice of arbitration for the respective parties, ruling on any and all pre arbitration motions, ruling on admissibility of evidence at arbitration, administering oaths, presiding over arbitration hearings with professionalism, reliability and decisiveness with responsibility to rule on all evidentiary matters during the course of arbitration, make findings of fact based on the record presented, conduct legal research and interpret Florida Statutes and case law to reach a legal decision and draft arbitration orders in accordance with applicable law. Legal issues include, but are not limited to, interpretation of Medicare Fee Schedule policy language as it pertains to the PIP fee schedule election in auto insurance policies, material misrepresentations in the application for PIP insurance, and the Reasonableness, Relatedness and Necessity (RRN) of charges by medical providers under the requisite Florida PIP statutes and case law.

**Jon Gurney, P.A.**  
**Virginia Gardens, Florida**  
**07/2012-05/2017**

Solo law practice focusing on civil litigation and dispute resolution processes.

**Assistant City Solicitor**  
**City of Atlanta, Georgia, Office of the City Solicitor (City Prosecutor)**  
**05/2006- 06/2008**

Served as a municipal prosecutor representing the interests and safety of the citizens of Atlanta, Georgia. Duties included exercising integrity and judgment at daily court appearances in the

Municipal Court of Atlanta in order to prosecute misdemeanor, traffic, and housing code cases occurring within the jurisdictional limits of the City of Atlanta, Georgia. Participated in over two thousand bench trials as lead trial counsel in the Atlanta Municipal Court across eight different judicial divisions. Argued pre-trial motions on behalf of the city in misdemeanor and traffic prosecutions, conducted legal research, identified legal and factual issues, provided legal advice to City of Atlanta police officers on points of law, as well as in preparation for courtroom testimony; represented the interests of crime victims and witnesses in court on a daily basis; worked with crime victim advocates to assist in securing protection for victims in quality of life criminal cases.

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## **FULL TIME UNIVERSITY TEACHING EXPERIENCE**

**Lecturer**  
**School of Criminology & Criminal Justice**  
**Arizona State University**  
**Phoenix, Arizona**  
**08/2015- 05/2017**

Served as a full time Lecturer of Criminology & Criminal Justice in the School of Criminology & Criminal Justice. Duties include professionally instructing four undergraduate level courses per semester (approximately 200 students per semester), in both face to face and online teaching formats. This includes preparing course materials for instruction, drafting course assignments and exams, administering weekly lectures in each course, evaluating/grading student work product, and assigning final course grades.

Courses taught include: Courts & Sentencing, Introduction to Corrections, Ethics in Criminal Justice, Discretionary Justice, Introduction to Criminology, & Substantive Criminal Law.

Selected as a “Faculty Member that Inspired” Award Recipient (2015-2016) by two student members of the Arizona State University baseball team.

**Visiting Instructor (fully online one year term instructor)**  
**Department of Criminology & Criminal Justice**  
**Georgia Southern University Statesboro, Georgia**  
**08/2014- 07/2015**

Served as a visiting instructor of Criminology & Criminal Justice in the Department of Criminology & Criminal Justice. Duties include professionally instructing five undergraduate level courses per semester (approximately 220 students per semester), in a completely online teaching environment. This included preparing course materials for instruction, drafting course assignments and exams, posting weekly lectures in each course, evaluating/grading student work product, assigning final course grades. Undergraduate level courses taught include: Introduction to Criminal Justice, Policing in America, Justice Administration, and The Judicial System.

**Instructor**  
**Department of Criminal Justice**  
**Florida International University**  
**Miami, Florida**  
**08/2010- 07/2013**

Served as a full- time instructor of Criminal Justice in the Department of Criminal Justice. Duties include professionally instructing four undergraduate/graduate level courses per semester (approximately 300 students per semester), in both face to face and online teaching formats. This includes preparing course materials for instruction, drafting course assignments and exams, administering weekly lectures in each course, evaluating/grading student work product, assigning final course grades.

Courses taught at the graduate degree level included: Policy Analysis, Ethics in Criminal Justice, Legal Issues in Juvenile Justice, and an advanced seminar in Criminal Law & Procedure. Courses taught at the undergraduate degree level included: Introduction to Criminal Justice, Introduction to Corrections, Ethics in Criminal Justice, Victimology, Criminal Law, Evidence, The Court System, and Law & Society.

Administrative duties within the department included: serving as chairperson of the admissions committee for the Master of Science in Criminal Justice program (2011-2012), serving as a member of the adjunct instructor review committee, serving as a member of the non-tenure track instructor promotional committee, assisting the department chairperson with development of the proposal for the Ph.D program in Criminal Justice, and serving as a faculty representative on the Florida International University Campus Parking Citation Appeals Board.

## **CURRENT PART TIME UNIVERSITY TEACHING EXPERIENCE**

**Adjunct Instructor**  
**Fischler College of Education & School of Criminal Justice**  
**Nova Southeastern University**  
**Davie, Florida**  
**Fall 2019 – Present**

Undergraduate Courses taught: Crime & the Media, Criminal Law, Court Systems, Ethics in Criminal Justice, and Victimology.

## **PROFESSIONAL PRESENTATIONS**

Jon Gurney, Invited Symposium Panelist, Understanding Stand Your Ground Jurisprudence, Office of Diversity & Multicultural Student Affairs Community Symposium, Florida Atlantic University, Boca Raton, Florida. October 2014

Jon Gurney & Judge John M. Hurley. Florida First Appearance Court. Florida International University Department of Criminal Justice. Miami, Florida. March 2013\*

Jon Gurney & Judge Rodolfo Ruiz. The County Court in Florida. Florida International University Department of Criminal Justice. Miami, Florida. October 2012\*

Jon Gurney & Judge Victoria Del Pino. Domestic Violence Court in Florida. Florida International University Department of Criminal Justice. Miami, Florida. October 2012\*

Jon Gurney. *Understanding Your Legal Rights- The Criminal Court Process*. Center for Governmental Responsibility, University of Florida College of Law Community Symposium. Gainesville, Florida. March 2004

\* denotes presentation given jointly as part of a university course.

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## **BAR ADMISSIONS**

State Bar of Georgia	2005- Bar Number 142412 (inactive)
The Florida Bar	2008- Bar Number 54663 (active)
State Bar of Arizona	2016- Bar Number 32887 (inactive)
Washington State Bar	2017- Bar Number 52001 (inactive)

## **SERVICE TO THE BAR & COMMUNITY**

### **Board Member, State of Washington Board of Bar Examiners, 2017-2021 (4 year term)**

Served as a Board of Bar Examiners member responsible for grading the Washington State Bar Examination. Reviewed and updated the Professional Responsibility section of the Washington Law Component Examination, including both the substantive outline and the multiple choice questions for the Professional Responsibility section of the Washington Law Component examination. Essay question subjects graded include civil procedure, evidence, family law, business associations, and estates & trusts.

### **Mock Trial Judge- National College Mock Trial Association Southeastern Regional Tournament, Orlando, Florida, February 2019**

Presided over college mock trials as trial judge during the Southeastern Regional Tournament.



## **EDUCATION**

### **University of South Florida**

**Tampa, Florida**

**Doctor of Education (Ed.D) in Educational Program Development & Innovation**

Received Doctor of Education degree from the College of Education at the University of South Florida in Tampa, Florida. Relevant coursework includes doctoral level courses in: Qualitative and Evaluation Research, Appreciative Leadership, Interviewing & Counseling, Theories of Creativity & Innovation, Understanding Problems of Practice in Organizations, and Sustaining Innovation in Organizations.

### **University of Florida College of Law**

**Gainesville, Florida**

**Juris Doctor (J.D)**

Honors & Activities:

Public Service Law Fellow, Center for Governmental Responsibility (CGR) (via a competitive merit selection process)

Teaching Assistant in CJL 4412 Criminal Procedure to Professor Lon Lanza Kaduce, University of Florida Center for Criminology & Law

Certified Legal Intern: University of Florida College of Law Civil Legal Aid Clinic

Certified Legal Intern: Office of the State Attorney for the 8<sup>th</sup> Judicial Circuit of Florida

### **University of Florida - Department of Criminology & Law**

**Gainesville, Florida**

**Master of Arts (M.A.) in Criminology, Law & Society**

Graduate Teaching Assistant-taught two sections of undergraduate Criminal Law as lead instructor (50 student enrollment).

Advanced course work in statistics/quantitative methodology and social research methods.

### **University of Miami**

**Coral Gables, Florida**

**Bachelor of Arts (B.A.), Cum Laude**

**Political Science & Criminology (dual major), Psychology (minor)**

Honors & Activities:

University of Miami full tuition scholarship

Privileged Studies Honors Program participant

Most Outstanding Criminology Major, Graduating Class of 2000 (4.0 in the major)

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## **ADDITIONAL CERTIFICATIONS & PROFESSIONAL DEVELOPMENT**

Traffic Court Hearing Officer Certification, State of Florida, 15<sup>th</sup> Judicial Circuit (2020)

United States Department of Health & Human Services, Office of Medicare Hearings & Appeals, Attorney Advisor Substantive Training Course (2019)

United States Social Security Administration Decision Writer National Training Course (2017)

Qualified Arbitrator Qualification Course, State of Florida (2012)

# Myrnabelle Roche, Esq.

MRN Law PA  
6700 N Andrews Ave, Suite 103  
Fort Lauderdale, FL 33069  
Phone (954) 784.7001  
mroche@mrnlawpa.com

## EXECUTIVE SUMMARY

Over twenty-three years working in the construction industry with architects, engineers, general contractors, sub-contractors, property owners, insurance companies, surety companies, real estate professionals and governmental agencies. Twenty years of civil litigation, trial work and appellate law experience, primarily in the areas of construction litigation, surety and insurance claims, construction defects, professional liability, Florida lien law, creditor law, priority of secured creditors on real property, title claims, and complex commercial litigation. Twenty years of transactional experience primarily in the areas of construction, real estate development (including property acquisitions, due diligence and financing), land use and zoning, community association law and leasing. Over twenty years of supervisory, training and management experience as founding Partner for a medium sized Fort Lauderdale based boutique law firm. Two years of in-house/staff counsel and corporate representative experience working for one of the nation's largest commercial insurance carrier.

## SPECIAL MAGISTRATE APPOINTMENTS:

City of Lake Worth Beach Special Magistrate	March 2021- Present
Town of South Palm Beach Special Magistrate	February 2021- present
Town of Fort Myers Beach Special Magistrate	October 2020 – present
City of Greenacres Special Magistrate	October 2016- present
City of Marco Island Special Magistrate	December 2014- current
City of Fort Lauderdale Member Code Enforcement Board Vice-Chair Code Enforcement board Chair- Code Enforcement Board	2004- 2009

## **PROFESSIONAL EXPERIENCE**

MRN Law PA  
Fort Lauderdale, FL  
Founding/Managing Attorney  
June 2014- present

CNA Insurance Companies Inc.  
Staff Counsel  
Senior Litigation Attorney  
2012 - 2014

Shapiro, Fishman and Gache, LLP  
Boca Raton, FL  
Lead Litigation Attorney –  
Complex and High Risk Cases  
2011 - 2012

Reilly Roche LLP  
Fort Lauderdale, FL  
Founding Partner/Managing Attorney  
2002 - 2011

## **EDUCATION**

JURIS DOCTOR  
University of Florida College of Law  
Gainesville, FL  
December 2001

MASTER OF BUILDING CONSTRUCTION  
UF's ME Rinker School of Building  
Construction, Gainesville, FL  
December 1997

BACHELOR OF DESIGN IN  
ARCHITECTURE  
University of Florida College of Architecture  
Gainesville, FL  
May 1996

## **MEMEBERSHIPS AND CERTIFICATIONS**

Florida Bar  
Admitted to Practice in all State and Federal  
Courts in Florida  
2002- present

Certified Circuit Civil Mediator  
Florida Supreme Court Arbitrator  
WMBE Certified (MRN Law PA)  
2011- present  
2020- present  
2020- present

Completely fluent in English and Spanish



## MEMORANDUM

To: Honorable Mayor and Council

From: Haydee Sera, Esq., Weiss Serota Helfman Cole & Bierman, P.L., City Attorney

Date: January 9, 2023

RE: Golf Carts & Low Speed Vehicles

### Background:

In June 2022, the City Council discussed the use of golf carts within the City, including a potential registration process with the City. On October 24, 2022, the City Council had a follow up discussion on golf carts and low speed vehicles (“LSVs”). After a presentation on the regulatory distinctions between golf carts and LSVs, the Council determined that no action would be pursued at that time but requested that a summary of the information presented be provided at a future Council meeting for further consideration.

The following information is intended to provide a summary of current law as it relates to both golf carts and low speed vehicles. After consideration of this information, Council may wish to give direction regarding allowing golf carts on the City’s streets and/or registering LSVs. Council may initially wish to obtain an update to the prior study that was conducted of the City’s roadways in order to make determinations regarding the safety of certain roadways or streets and/or operation of golf carts between the hours of sunset and sunrise. Depending on the determinations made by Council in relation the safe operation of golf carts on City roads and streets, Council may then wish to direct the City Attorney to prepare an ordinance relating to golf cart equipment and operation by unlicensed drivers.

#### A. Definitions

Golf Cart	<p>“Golf cart” means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour. <i>[See 320.01(22), F.S.]</i></p> <p>“GOLF CART.”—A motor vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes. <i>[See 316.003(29), F.S.]</i></p>
Low Speed Vehicle	<p>“Low-speed vehicle” means any four-wheeled vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including, but not limited to, neighborhood electric vehicles. Low-speed vehicles must comply with the safety standards in 49 C.F.R. s. 571.500 and s. 316.2122. <i>[See 320.01(41), F.S.]</i></p>

#### B. Operation on a Municipal Street

Summary: Golf carts may be operated on certain roads and streets within the jurisdiction of a municipality subject to the conditions specified below. Low speed vehicles may be operated on streets where the speed limit is 35 mph or less.

Analysis:



Golf Cart	A golf cart may be operated only upon a county road that has been designated by a county, a municipal street that has been designated by a municipality, or a two-lane county road located within the jurisdiction of a municipality designated by that municipality, for use by golf carts. Prior to making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed. <i>[See 316.212(1), F.S.]</i>
Low Speed Vehicle	<p>A low-speed vehicle may be operated only on streets where the posted speed limit is 35 miles per hour or less. This does not prohibit a low-speed vehicle from crossing a road or street at an intersection where the road or street has a posted speed limit of more than 35 miles per hour. <i>[See 316.2122(1)(a), F.S.]</i></p> <p>The Department of Transportation may prohibit the operation of low-speed vehicles on any road under its jurisdiction if it determines that such prohibition is necessary in the interest of safety. <i>[See 316.2122(4), F.S.]</i></p>

#### C. Registration Requirements

**Summary:** Subject to the specifications below, golf carts are generally exempt from any requirement of registration of vehicles or display of license plates. Low speed vehicles, however, must be registered and insured and titled.

**Analysis:**

Golf Cart	<p>Golf carts and utility vehicles, as defined in s. <u>320.01</u>, when operated in accordance with s. <u>316.212</u> or s. <u>316.2126</u>, are exempt from provisions of this chapter which require the registration of vehicles or the display of license plates. <i>[320.105, F.S.]</i></p> <p><i>[See also—Florida Highway Safety &amp; Motor Vehicles Website: <a href="https://www.flhsmv.gov/safety-center/consumer-education/low-speed-vehicles/">https://www.flhsmv.gov/safety-center/consumer-education/low-speed-vehicles/</a>]</i></p>
Low Speed Vehicle	<p>A low-speed vehicle must be registered and insured in accordance with s. <u>320.02</u> and titled pursuant to chapter 319, Florida Statutes. <i>[See 316.2122(1)(c), F.S.]</i></p>

#### D. Time Of Day Operation Requirements

**Summary:** Golf carts may only be operated on the City's roads and streets between sunrise and sunset, unless the City as the responsible government entity has made a determination about the feasibility of their operation at night time. The operation of golf carts at night time also necessitates additional equipment—headlights, brake lights, turn signals and a windshield. Low speed vehicles may be operated without restrictions to the time of day.

**Analysis:**

Golf Cart	A golf cart may be operated only during the hours between sunrise and sunset unless the responsible governmental entity has made certain determinations about the feasibility of its operation between the hours between sunset and sunrise and the golf cart meets certain equipment requirements. <i>[See 316.212(5), F.S.]</i>
Low Speed Vehicle	None.

#### E. Equipment Requirements

Summary: Golf carts must be equipped with specified features if they are permitted to be operated on streets and roadways, and additional equipment is required for their operation at night time, if permitted. Low speed vehicles must also be equipped with specific features for their operation on streets and roadways.

Analysis:

Golf Cart	<p><u>Nighttime Operation Equipment Requirements:</u> A golf cart may be operated only during the hours between sunrise and sunset, unless the responsible governmental entity has determined that a golf cart may be operated during the hours between sunset and sunrise and the golf cart is equipped with headlights, brake lights, turn signals, and a windshield. <i>[See 316.212(5), F.S.]</i></p> <p><u>General Operation Requirements:</u> A golf cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear. <i>[See 316.212(6), F.S.]</i></p>
Low Speed Vehicle	A low-speed vehicle must be equipped with headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, seat belts, and vehicle identification numbers. <i>[See 316.2122(1)(b), F.S.]</i>

#### F. Age Requirements

Summary: Golf carts may not be operated by anyone younger than 14 years of age, though the City may draft an ordinance relating to the operation of golf carts by unlicensed drivers. Low Speed vehicles require a valid driver license for their operation on streets and roadways.

Analysis:

Golf Cart	A golf cart may not be operated on public roads or streets by any person under the age of 14. <i>[See 316.212(7), F.S.]</i>
Low Speed Vehicle	Any person operating a low-speed vehicle must have in his or her possession a valid driver license. <i>[See 316.2122(1)(d), F.S.]</i>

#### G. Local Ordinances

Summary: The City may draft an ordinance relating to the operation of golf carts by unlicensed drivers. It may also enact an ordinance relating to golf cart operation on sidewalks adjacent to specific segments of streets, subject to the conditions specified below. In the interest of safety, the City may prohibit the operation of low speed vehicles on its roads if such a prohibition is necessary in the interest of safety.

Analysis:

<p>Golf Cart</p>	<p>A local governmental entity may enact an ordinance relating to golf cart equipment and operation by unlicensed drivers, which is more restrictive than that which is provided by Florida Statute. Upon enactment of such ordinance, the local governmental entity shall post appropriate signs or otherwise inform the residents that such an ordinance exists and that it will be enforced within the local government's jurisdictional territory. <i>[See 316.212(8), F.S.]</i>.</p> <hr/> <p>A local governmental entity may enact an ordinance relating to golf cart operation on sidewalks adjacent to specific segments of municipal streets, county roads, or state highways within the jurisdictional territory of the local governmental entity if:</p> <ol style="list-style-type: none"> <li>1. The local governmental entity determines, after considering the condition and current use of the sidewalks, the character of the surrounding community, and the locations of authorized golf cart crossings, that golf carts, bicycles, and pedestrians may safely share the sidewalk;</li> <li>2. The local governmental entity consults with the Department of Transportation before adopting the ordinance;</li> <li>3. The ordinance restricts golf carts to a maximum speed of 15 miles per hour and permits such use on sidewalks adjacent to state highways only if the sidewalks are at least 8 feet wide;</li> <li>4. The ordinance requires the golf carts to meet the equipment requirements (efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear). However, the ordinance may require additional equipment, including horns or other warning devices required by s. <u>316.271</u>; and</li> <li>5. The local governmental entity posts appropriate signs or otherwise informs residents that the ordinance exists and applies to such sidewalks.</li> </ol> <p><i>[See 316.212(8), F.S.]</i>.</p>
<p>Low Speed Vehicle</p>	<p>A county or municipality may prohibit the operation of low-speed vehicles on any road under its jurisdiction if the governing body of the county or municipality determines that such prohibition is necessary in the interest of safety. <i>[See 316.2122(3), F.S.]</i>.</p>

H. Violations

Summary: Generally, golf cart violations and low speed vehicle violations are treated as traffic infractions (either moving or nonmoving violations), subject to the conditions below, though there may be some specific instances where violations are punishable pursuant to local ordinance, if any has been enacted.

Analysis:

<p>Golf Cart</p>	<p>Pursuant to Florida Statutes, a violation is considered:</p> <ul style="list-style-type: none"> <li>- a noncriminal traffic infraction, punishable pursuant to chapter 318, Florida Statutes, as a moving violation for infractions; or</li> <li>- punishable pursuant to a local ordinance enacted (if any) with regard to operation by unlicensed drivers and/or on sidewalks adjacent to specific segments of streets (if applicable); or</li> <li>- punishable pursuant to chapter 318 as a nonmoving violation for infractions relating to equipment violations or age requirements for operation, or local ordinances relating to operation by unlicensed drivers and/or operation on sidewalks adjacent to specific segments of streets.</li> </ul>
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	<i>[See 316.212(9), F.S.]</i>
Low Speed Vehicle	Punishable as provided in chapter 318, Florida Statutes [Disposition of Traffic Infractions]. <i>[See 316.655(1)5, F.S.]</i>

**RESOLUTION NO. 2023-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, CALLING A SPECIAL ELECTION ON APRIL 4, 2023 FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE CITY OF MIAMI SPRINGS, FLORIDA, FIVE CHARTER AMENDMENTS; PROVIDING REQUISITE BALLOT LANGUAGE; PROVIDING FOR BALLOTING AND ELECTION PROCEDURES; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR COPIES; PROVIDING FOR CHARTER AMENDMENT ELECTION PROCEDURES AND RELATED DETAILS; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.**

**WHEREAS**, the City Council has determined that certain amendments (the “Charter Amendments”) are needed to the City Charter in order to:

- (1) address candidate qualifying periods in a manner that is consistent with the timelines employed by a number of similarly-situated municipalities by providing for a 10 business day qualifying period instead of a 60-day period;
- (2) update the provisions relating to partial terms of office by providing that an individual who is appointed or elected to fill a vacancy shall not be deemed to have served a full term if the individual holds elective office for less than half of a term and therefore not count against the individual’s term limits;
- (3) fill vacancies by providing that a special election to fill a vacancy be held when more than 180 days remain in the unexpired term and more than 180 days remain prior to a City election (instead of 120 days as is currently the case); and
- (4) fill vacancies created by an irrevocable resignation to run for another office that is effective after a countywide election by providing that the prospective vacancy be filled by election at a countywide primary or general election occurring prior to the effective date of the vacancy; and

**WHEREAS**, pursuant to the City’s Home Rule powers and Section 6.03 of the Home Rule Charter of Miami-Dade, as applicable, the City is required to submit the Charter Amendments to the electors of the City for approval or rejection.

**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. Calling Special Election.** That a special election is hereby called to be held on Tuesday, April 4, 2023, to present to the qualified electors of the City of Miami Springs the ballot questions provided in Section 4 of this Resolution. The City Council may, by resolution, alter the date of the special election in the event that the City Council finds that unforeseen circumstances require it to do so.

**Section 3. Charter Amendments.** That pursuant to the City’s Home Rule powers and Section 6.03 of the Home Rule Charter of Miami-Dade County, the City Charter of the City of Miami Springs, Florida, is hereby amended by amending Section 3.04(3), “Nominations for office of Mayor and/or Councilmember”; Section 3.06(7), “Election of Mayor and Councilmembers; general and special elections”; and Section 3.07(3), “Vacancies; forfeitures of office; filling of vacancies; extraordinary vacancies”; and to read as set forth in Exhibit A attached hereto and incorporated herein.

**Section 4. Form of Ballot.**

a. That the form of ballot for the Charter Amendments provided for in Section 3 of this Resolution shall be substantially as follows:

**1. CANDIDATE QUALIFYING PERIOD**

The Charter provides for a sixty day qualification period for candidates to run for Council. It is proposed that the Charter be amended to provide for a 10 business day qualifying period.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

**2. PARTIAL TERMS OF OFFICE**

The Charter provides that serving on the Council for a portion of any term counts towards an individual's term limits. It is proposed that the Charter be amended to provide that an individual appointed or elected to fill a vacancy on the Council for less than half of a term will not be deemed to have served a full term.

Shall the above-described amendment be adopted?

Yes

No

**3. PROCESS FOR FILLING VACANCIES**

The Charter provides that Council vacancies are filled by appointment, special election, or both depending on whether 120 days remain before the next City election or in the unexpired term. It is proposed that the Charter be amended to increase this threshold from 120 days to 180 days.

Shall the above described amendment be adopted?

Yes

No

**4. SPECIAL ELECTIONS TO FILL VACANCIES DUE TO RESIGNATIONS TO RUN FOR ANOTHER OFFICE**

Shall the Charter be amended to require that when the Mayor or a Councilmember resigns prospectively to run for another office and the resignation is effective after a countywide election, the vacancy will be filled by special election at a countywide primary or general election occurring before the effective date of the resignation?

Yes

No

**5. CHARTER NON-SUBSTANTIVE TECHNICAL UPDATES**

Shall the Charter be amended to 1) remove obsolete provisions and 2) reflect non-substantive stylistic and technical changes, along with any amendments needed for conformity, implementation and consistency of Charter amendments?

Yes

[ ] No

- b. That the City Council may revise the ballot form which is set forth above by Resolution; provided, however, that the City Council hereby authorizes the City Manager, in consultation with the City Attorney, to reorder the ballot questions in their discretion without further action of the City Council.

**Section 5. Balloting.** Balloting shall be conducted on Tuesday, April 4, 2023, between the hours of 7:00 A.M. and 7:00 P.M. at the regular polling places provided for City elections. Absentee balloting shall be available as authorized by law. Early voting pursuant to Section 101.657, Florida Statutes shall be provided. All qualified City electors who are timely registered in accordance with law shall be entitled to vote. The City Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County Supervisor of Elections. The County registration books shall remain open at the Office of the Miami-Dade County Supervisor of Elections until the date at which the registration books shall close in accordance with the provision of the general election laws. The City Clerk, with necessary assistance from the Miami-Dade County Supervisor of Elections, is hereby authorized to take all appropriate actions necessary to carry into effect and accomplish the electoral provisions of this Resolution. This Special Election shall be canvassed by a County Canvassing Board in accordance with any applicable provisions of the general election laws of the State or County. The City Clerk is hereby authorized to take any action which is necessary or expedient to implement this section or to comply with any applicable law.

**Section 6. Notice of Election.** That notice of said election shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the City at least 30 days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing Sunday, February 26, 2023), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, March 12, 2023), and shall be in substantially the following form:

**"NOTICE OF SPECIAL ELECTION**

**NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. 2023-\_\_\_\_\_ A SPECIAL ELECTION HAS BEEN CALLED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA (THE "CITY") TO BE HELD WITHIN THE CITY ON TUESDAY, APRIL 4, 2023 FROM 7:00 AM UNTIL 7:00 P.M. AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY REGISTERED AND QUALIFIED VOTERS OF THE CITY OF MIAMI SPRINGS THE FOLLOWING CHARTER AMENDMENTS FOR APPROVAL OR REJECTION:**

**1. CANDIDATE QUALIFYING PERIOD**

The Charter provides for a sixty day qualification period for candidates to run for Council. It is proposed that the Charter be amended to provide for a 10 business day qualifying period.

Shall the above-described amendment be adopted?

Yes

No

**2. PARTIAL TERMS OF OFFICE**

The Charter provides that serving on the Council for a portion of any term counts towards an individual's term limits. It is proposed that the Charter be amended to provide that an individual appointed or elected to fill a vacancy on the Council for less than half of a term will not be deemed to have served a full term.

Shall the above-described amendment be adopted?

Yes

No

**3. PROCESS FOR FILLING VACANCIES**

The Charter provides that Council vacancies are filled by appointment, special election, or both depending on whether 120 days remain before the next City election or in the unexpired term. It is proposed that the Charter be amended to increase the threshold from 120 days to 180 days.

Shall the above described amendment be adopted?

Yes

No

**4. SPECIAL ELECTIONS TO FILL VACANCIES DUE TO RESIGNATIONS TO RUN FOR ANOTHER OFFICE**

Shall the Charter be amended to require that when the Mayor or a Councilmember resigns prospectively to run for another office and the resignation is effective after a countywide election, the vacancy will be filled by special election at a countywide primary or general election occurring before the effective date of the resignation?

Yes

No

**5. CHARTER NON-SUBSTANTIVE TECHNICAL UPDATES**

Shall the Charter be amended to 1) remove obsolete provisions and 2) reflect non-substantive stylistic and technical changes, along with any amendments needed for conformity, implementation and consistency of Charter amendments?

Yes

No

**The full text of the proposed City Charter Amendments is available at the office of the City Clerk located at City of Miami Springs, 201 Westward Drive, Second Floor, Miami Springs, FL 33166.**

**/s/ Erika Gonzalez, MMC  
City Clerk”**

**Section 7. Copies.** That copies of this Resolution proposing the Charter Amendments are on file at the offices of the City Clerk located at City of Miami Springs, City Hall, 201 Westward Drive, Second Floor, Miami Springs, FL 33166, and are available for public inspection during regular business hours.

**Section 8. Effectiveness of Charter Amendments.**

- a. That each of the Charter amendments which are provided for in Sections 3 and 4 above shall become effective only if the majority of

the qualified electors voting on the specific Charter amendment vote for its adoption, and shall be considered adopted and effective upon certification of election results.

- b. That the City Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised City Charter. Further, that in the event that some, but not all, of the Charter amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the City Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.
- c. That following the adoption of the Charter amendments, the City Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

**Section 9. Inclusion in the Charter.** Subject to the requirements of Section 8 above, it is the intention of the City Council and it is hereby provided that the Charter amendments shall become and be made a part of the Charter of the City of Miami Springs and that the Sections of this Resolution and the proposed Charter Amendments may be renumbered or re-lettered to accomplish such intention.

**Section 10. Severability.** That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.



**Section 11. Conflicts.** That in the event that the provisions of this Resolution conflict with any other City Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

**Section 12. Effective Date.** That this Resolution shall take effect immediately upon adoption.

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

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

PASSED AND ADOPTED this 23<sup>rd</sup> day of January, 2023.

ATTEST:

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

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

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

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

**EXHIBIT A**

**PROPOSED REVISIONS AND AMENDMENTS TO CITY CHARTER**

**The following document contains proposed revisions and amendments to the City of Miami Springs Charter as proposed by the City Council.**

Additions to the text are shown in highlighted underline and deletions are shown in highlighted ~~striketrough~~.

1 **CHARTER<sup>1</sup>**

2  
3 **ARTICLE I. POWERS**

4 **Sec. 1.01. General powers.**

5 The city shall have all governmental, corporate, and proprietary powers to enable it  
6 to conduct a municipal government, perform municipal functions, and render municipal  
7 services, and may exercise any power for municipal purposes except as otherwise  
8 provided by law. In order to secure for the city the broad exercise of home rule powers  
9 as provided by Article VIII, Section 2(b) of the Constitution of the State of Florida, the  
10 provisions of all general laws relating to and governing municipalities generally in the  
11 State of Florida are hereby adopted and incorporated herein as though expressly set  
12 forth in full, it being intended that all such powers, rights, and limitations be and are  
13 hereby granted to the City of Miami Springs.

14 **Sec. 1.02. Construction.**

15 The powers of the city shall be construed liberally in favor of the city, limited only by  
16 the constitution, general law, and specific limitations contained herein. Special acts  
17 pertaining to the jurisdiction and exercise of powers by the city shall be considered  
18 amendments to this charter and, pursuant to the provisions adopted for the  
19 incorporation of other charter amendments, shall be incorporated as amendments to the  
20 charter. Enumeration of particular powers by this charter shall not be deemed to be  
21 exclusive, and in addition to the powers enumerated herein or applied thereby, or  
22 appropriated to the exercise of such powers, it is intended that the city shall have and  
23 may exercise all powers which, under the constitution of the state, it would be  
24 competent for this charter specifically to enumerate.

25 **Sec. 1.03. Powers of City Council.**

26 All powers of the city and the determination of all matters of policy shall be vested  
27 in the City Council.

28 **Sec. 1.04. Limitation of powers.**

29 The powers of the city, in addition to limitations imposed by law, are further limited  
30 as follows:

- 31 (1) The city may not otherwise dispose of that part of its real property now, or  
32 hereinafter held for parks, playgrounds, or other recreational facilities, except  
33 by ordinance passed by  $\frac{4}{5}$  vote of the City Council, after 2 public hearings.
- 34 (2) The Council shall have and exercise all powers of the city not specifically  
35 conferred upon other officers and employees. It may delegate any power

---

<sup>1</sup>Editor's note(s)—The Miami Springs Charter has been converted to the status of an ordinance as of October 1, 1973 by F.S.A. § 166.021(5).

36 except the power to fix the rate of taxes, enact ordinances and resolutions,  
37 incur indebtedness, adopt a budget and appropriate money.

38 (3) The Council may, by majority vote after 2 public hearings, change any existing  
39 zoning classification within the city, provided that notice of such proposed  
40 zoning change shall first be given to the inhabitants of the city in the following  
41 manner:

42 (a) Notice of each public hearing shall be published at least 10 days prior to  
43 each hearing in a newspaper of general circulation within the city.

44 (b) The entire text of the proposed zoning change shall be posted in a  
45 prominent place in public buildings for a period of at least 2 weeks prior to  
46 the date of the first newspaper publication, as follows:

47 (1) City hall,

48 (2) Recreation center gymnasium,

49 (3) The field house, and

50 (4) Any other building(s) designated by Council.

51 (c) Notice of the proposed zoning change shall be mailed to the electors of  
52 the city in accordance with the then most current voters registration list,  
53 which list shall be maintained as available to the public by the City  
54 Manager, and the cost of such mailing shall be borne by the applicant for  
55 such zoning change.

56 (4) The City of Miami Springs shall not issue ad valorem bonds the outstanding  
57 total amount of which shall obligate the city in excess of 15 percent of the  
58 assessed valuation of the real property within the City of Miami Springs for the  
59 total outstanding amount of said bonds issued by the city.

60 (5) No portion of the Miami Springs Golf and Country Club Property, which is more  
61 particularly described in Official Records Book 17843, Pages 4410—4415, of  
62 the Miami-Dade County Public Records, shall be leased for any single period  
63 in excess of 5 years, re-zoned, sold, or otherwise conveyed, without first being  
64 approved and authorized by a majority of the qualified city electors voting in an  
65 election to consider any such actions.

66 (6) Any building that includes more than 2 residential dwelling units shall not  
67 exceed 3 stories and a maximum of 40-feet in height.

68 (Amend. Ord. 650-80, passed 12-8-80; Amend. Ord. 915-2004, passed 8-23-04; Res.  
69 2004-3266, § 2, election of 11-2-04, adopted 11-8-04; Res. 2006-3339, § 2, election of  
70 11-7-06, adopted 11-13-06)

71                   **Sec. 1.05. Fines and imprisonment.**

72           The City Council by ordinance shall establish uniform fines and penalties for  
73 violation of ordinances, rules, and regulations of the city, provided that said fines and  
74 imprisonment shall not exceed fines and penalties permitted by general law.

75

76                                   **ARTICLE II. CORPORATE LIMITS**

77                   **Sec. 2.01. Corporate limits.**

78 (A) The following area shall constitute the corporate limits of the City of Miami Springs,  
79 unless otherwise amended by ordinance.

80                                   LEGAL DESCRIPTION  
81                                   LIMITS OF CITY OF MIAMI SPRINGS  
82                                   DADE COUNTY FLORIDA

83           BEGIN at the point of intersection of the centerline of the Miami Canal and the  
84 South line of Section 20, Township 53 South, Range 41 East of Dade County,  
85 Florida; thence run Westerly along the South line of Section 20 and 19, of Township  
86 53 South, Range 41 East, to the Southwest corner of said Section 19; thence run  
87 Northerly, along the West line of said Section 19 to the Southeast corner of Section  
88 24, Township 53 South, Range 40 East; thence run Westerly along the South line  
89 of said Section 24 and Section 23 of said Township 53 South, Range 40 East, to a  
90 point 50 feet West of the Southwest corner of said Section 24; thence run Northerly,  
91 along a line 50 feet West of and parallel to the West line of Section 24 and 13 of  
92 Township 53 South, Range 40 East, to the centerline of the Florida East Coast  
93 Railroad Main Line; thence run Northeasterly, along the said centerline of said  
94 Florida East Coast Railroad Main Line, to a point of intersection with the centerline  
95 of the Miami Canal; thence run Southeasterly, along the centerline of the Miami  
96 Canal, to the POINT OF BEGINNING.

97 (B) The Charter of the City of Miami Springs Section 2.01 Corporate Limits is hereby  
98 amended by adding thereto the following description of real property which has  
99 been annexed to the City of Miami Springs pursuant to the provisions of Section  
100 5.04 (B) of the Home Rule Charter of Metropolitan Dade County, to wit:

101           A portion of the Northeast quarter of Section 29, Township 53 South, Range 41  
102 East, Dade County, Florida, more particularly described as follows:

103           Begin at the Northwest corner of the Northeast quarter of said Section 29;  
104 thence run South 1 degree 43 minutes and 5 seconds East along the West line of  
105 the Northeast quarter of said Section 29 for a distance of 1307.89 feet to a point;  
106 thence run North 88 degree 16 minutes and 55 seconds East for a distance of  
107 478.00 feet to a point; thence run North 1 degree 43 minutes and 5 seconds West  
108 for a distance of 1.37 feet to a point on curve, said point bears South 5 degree 24  
109 minutes and 35 seconds East from the center of said curve; thence run Easterly  
110 and Northerly along said curve having a radius of 670.00 feet through a central of  
111 46 degree 48 minutes and 30 seconds for an arc distance of 547.36 feet to a point

112 of tangency; thence run tangent to the aforementioned curve North 37 degree 46  
113 minutes and 55 seconds East for a distance of 114.00 feet to a point; thence North  
114 61 degree 17 minutes and 29 seconds West for a distance of 748.37 feet to a point  
115 on a circular curve concave to the Southeast, said point bears North 50 degrees 30  
116 minutes and 43 seconds West from the center of said curve; thence run Northerly  
117 and Easterly along said curve having a radius of 869.93 feet through a central  
118 angle of 29 degrees 21 minutes and 4 seconds for an arc distance of 445.64 feet to  
119 the point of tangency; thence run North 68 degrees 50 minutes and 21 seconds  
120 East tangent to the aforementioned curve for a distance of 102.07 feet to the point  
121 of intersection with the centerline of Northwest South River Drive; thence  
122 Northwesterly along the centerline of Northwest South River Drive to a point of  
123 intersection with North line of Northeast quarter of said Section 29; thence Westerly  
124 along the North line of the Northeast quarter of said Section 29 to the point of  
125 beginning.

126 (Amend. Ord. 674-83, passed 2-14-83)

127 (C) The following description of real property is added to the corporate limits:

128 A portion of the Northeast quarter of Section 29, Township 53 South, Range 41  
129 East, Dade County, Florida, described as follows: Tract "A"-COMMENCE at the  
130 Northwest corner of the Northeast quarter of Section 29, Township 53 South,  
131 Range 41 East, Dade County, Florida; thence run North 87 degrees 59 minutes 26  
132 seconds East along the North line of said Section 29 for a distance of 50 feet to a  
133 point; thence run South 1 degree 43 minutes 05 seconds East along a line parallel  
134 to and 50 feet East of the West line of the said Northeast half for a distance of  
135 1,307.89 feet to a point; thence run North 88 degrees 16 minutes 55 seconds East  
136 for a distance of 69.86 feet to a point being the beginning of a curve concave to the  
137 Southeast and having a tangent bearing of North 7 degrees 18 minutes 06 seconds  
138 East through said point; thence run Northeasterly along said curve having a central  
139 angle of 2 degrees 19 minutes 15 seconds and a radius of 2,817.93 feet for an arc  
140 distance of 114.14 feet to the end of said curve; thence run North 9 degrees 37  
141 minutes 21 seconds East for a distance of 210.35 feet to the beginning of a curve  
142 to the right; thence run Northeasterly along said curve to the right having a radius of  
143 919.93 feet through a central angle of 29 degrees 16 minutes 22 seconds for an arc  
144 distance of 470 feet to a point; thence run South 61 degrees 17 minutes 29  
145 seconds East for a distance of 50.83 feet to a point on a circular curve concave to  
146 the Southeast and the point of beginning of the parcel of land herein described;  
147 thence continue South 61 degrees 17 minutes 29 seconds East for a distance of  
148 748.37 feet to a point; thence run south 37 degrees 46 minutes 55 seconds West  
149 for a distance of 114.0 feet to the beginning of a tangential circular curve; thence  
150 run in a Southwesterly direction along said circular curve having a radius of 670  
151 feet through a central angle of 46 degrees 48 minutes 30 seconds for an arc  
152 distance of 547.36 feet to a point, the center of the aforesaid circular curve bears  
153 North 5 degrees 24 minutes 35 seconds West from said point; thence run South 1  
154 degree 43 minutes 05 seconds East along a line parallel to and 528 feet East of the  
155 West line of the Northeast quarter of said Section 29 for a distance of 503.37 feet to

156 a point; thence run South 88 degrees 16 minutes 55 seconds West for a distance of  
157 478.0 feet to a point 50 feet East of the West line of the Northeast quarter of the  
158 said Section 29; thence run South 1 degree 43 minutes 05 seconds East along a  
159 line parallel to and 50 feet East of the West line of the Northeast half of the said  
160 Section 29 for a distance of 200 feet to a point of intersection thereof with the  
161 Northerly right-of-way line of the Seaboard Airline Railroad; thence run North 83  
162 degrees 38 minutes 43 seconds East along the Northerly right-of-way line of the  
163 Seaboard Airline Railroad for a distance of 1,065.53 feet to the beginning of a  
164 tangential circular curve; thence run in a Northeasterly direction along the  
165 Northwesterly right-of-way line of the Seaboard Airline Railroad and along said  
166 circular curve having a radius of 855.336 feet through a central angle of 75 degrees  
167 31 minutes 15 seconds for an arc distance of 1,127.41 feet to a point of intersection  
168 thereof with the Southwesterly right-of-way line of Northwest South River Drive;  
169 thence run North 50 degrees 51 minutes 06 seconds West along the Southwesterly  
170 right-of-way line of Northwest South River Drive for a distance of 1,360.11 feet to a  
171 point; thence run South 68 degrees 50 minutes 21 seconds West for a distance of  
172 67.07 feet to the beginning of a tangential circular curve; thence continue in a  
173 Southwesterly direction along said circular curve being concave to the Southeast  
174 having a radius of 869.93 feet through a central angle of 29 degrees 21 minutes 04  
175 seconds for an arc distance of 445.64 feet to the point of beginning of the parcel of  
176 land herein described.

177 (Ord. 688-84, passed 2-27-84)

178 **Sec. 2.02. Annexation.**

179 The city, by ordinance, may annex contiguous lands in the manner provided by law.  
180 The City of Miami Springs shall not annex any lands outside of the existing boundaries  
181 of the City of Miami Springs, without first being approved and authorized by a majority of  
182 qualified city electors voting in a election to consider any such action.

183 (Res. 2009-3442, § 2, election of 4-7-09, adopted 4-13-09)

184 **ARTICLE III. ELECTIONS**

185 **Sec. 3.01. Electors.**

186 Any person who is a bona fide resident of the city, who has qualified as an elector  
187 of the state, and who registers in the procedural manner prescribed by general law and  
188 ordinance of the city, shall be a qualified elector of the city.

189 **Sec. 3.02. Nonpartisan elections.**

190 All nominations and elections for office of City Councilmember and Mayor shall be  
191 conducted on a nonpartisan basis without regard for, or designation of political party  
192 affiliation of any nominee on any nomination petition or ballot.

193                   **Sec. 3.03. Registration.**

- 194   (1) The City Clerk shall be supervisor of elections.  
195   (2) Elections and maintenance of voters registration lists shall be conducted in  
196   accordance with the ordinances of the city and the laws of the State of Florida.

197                   **Sec. 3.04. Nominations for office of Mayor and/or Councilmember.**

198   (1) Any person who shall be a qualified elector of the city and who shall have resided in  
199   the City of Miami Springs for a minimum of 6 months prior to the day on which the  
200   said person seeks to qualify as a candidate for the office of Councilmember or  
201   Mayor shall be qualified as a candidate to seek office of Councilmember or Mayor.  
202   Any qualified elector of the city may be nominated for Mayor or Councilmember by  
203   petition. A petition for this purpose shall be signed by not less than 50 qualified  
204   electors and filed with the City Clerk, accompanied by a filing fee of \$25, within the  
205   qualifying period. No elector shall sign more than one such petition for each group  
206   and should an elector do so, his signature shall be void except as to the petition  
207   first filed. The signatures on the nominating petition need not all be subscribed to  
208   one paper, but to each separate paper there shall be attached a signed statement  
209   of the circulator thereof, stating the number of the signers of such paper and that  
210   each signature appended thereto was made in his presence and is the genuine  
211   signature of the person whose name it purports to be. The signatures shall be  
212   executed in ink or indelible pencil. Each signer shall indicate next to his signature  
213   the date of the signing and the place of his residence. The signature of the  
214   circulator of the petition, including the place of his residence shall be notarized in  
215   the manner provided by law.

216   (2) The form of the nominating petition shall be substantially as follows:

217       "WE, the undersigned electors of the City of Miami Springs, hereby nominate  
218       \_\_\_\_\_ for the office of \_\_\_\_\_ (Councilmember-Mayor)

219       Name:  
220       Street and Address:

221  
222       Address from which last Registered (if different)

223  
224  
225       \_\_\_\_\_  
226       Date of Signing:

227       Statement of Circulator

228       The undersigned is the Circulator of the foregoing paper containing \_\_\_\_\_  
229       signatures. Each signature appended thereto was made in my presence and is the  
230       genuine signature of the person whose name it purports to be.



231 \_\_\_\_\_  
232 Signature of Circulator

233 \_\_\_\_\_  
234 Address

235 Acceptance of Nomination

236 I hereby accept the nomination for the office of \_\_\_\_\_ (Councilmember-Mayor)  
237 \_\_\_\_\_ and agree to serve if elected.

238 \_\_\_\_\_  
239 Signature of Candidate

240 (3) The qualifying period for candidates for Mayor or City Council shall be 60–10  
241 business days, and the qualifying period shall be closed 45 days. Candidates shall  
242 qualify with the City Clerk no earlier than noon on the 77<sup>th</sup> day and no later than  
243 noon on the 67<sup>th</sup> day prior to the general municipal election. The qualifying period  
244 provided for in this section may be modified for a specific election by resolution of  
245 the City Council in order to accommodate a request by the Miami-Dade County  
246 Supervisor of Elections office or a successor entity or to comply with state or  
247 Federal law. Qualifying dates for special elections to fill vacancies on the Council  
248 and for Mayor or for other purposes permitted by law shall be established by  
249 Resolution of the City Council. Within 5 days after the filing of a nominating petition,  
250 the City Clerk shall notify the candidate and the person who filed the petition  
251 whether or not it is signed by the required number of qualified electors. If a petition  
252 is found insufficient, the City Clerk shall return it immediately to the person who filed  
253 it with a statement certifying wherein the petition is insufficient. Within the regular  
254 time for filing petitions such a petition may be amended and filed again as a new  
255 petition or a different petition may be filed for the same candidate. All petitions shall  
256 be preserved by the City Clerk until the results of the election, in which such person  
257 so nominated is voted upon, are canvassed, whereupon the petition shall be  
258 destroyed.

259 (Amend. Ord. 716-87, passed 1-26-87)

260 **Sec. 3.05. Form of ballots; procedures; voting machines.**

261 The form of ballot including the method of listing candidates, ordinances, charter  
262 amendments, propositions, or other matters to be voted upon shall be prescribed by  
263 ordinance, or in the absence thereof in accordance with law. All elections shall be  
264 conducted by secret ballot. Voting machines shall be used unless otherwise authorized  
265 by ordinance. An ordinance or charter amendment or proposition to be voted on shall be  
266 presented by title. The ballot title may differ from the legal title of the ordinance, charter  
267 amendment or proposition and shall be a clear, concise statement describing the  
268 substance of the measure without argument or prejudice. Below the ballot title shall  
269 appear the following question: "Shall the above described (ordinance) (amendment)  
270 (proposition) be adopted?" Immediately below such question shall appear in the  
271 following order the word "For" and also the word "Against" and, in the event a voting

272 machine is not used, sufficient blank space thereafter for the placing of a symbol "X"  
273 indicating the voter's choice.

274 **Sec. 3.06. Election of Mayor and Councilmembers; general and special**  
275 **elections.**

276 (1) General municipal elections shall be held on the first Tuesday of April on each odd  
277 numbered calendar year. The Council may call special elections on other dates to  
278 fill vacancies on the Council or for other purposes permitted by law.

279 (2) All candidates for the office of Councilmember shall qualify and stand for election in  
280 separate groups (groups I, II, III and IV) as to each Council office. The candidates  
281 for Mayor shall qualify and stand for election separate and apart from any Council  
282 group.

283 (3) All incumbent officeholders shall hold office until a successor is elected or  
284 appointed and duly installed as provided herein.

285 (4) Terms of office.

286 (a) The terms of office for all Councilmembers and Mayor shall be 2 years.

287 (b) The Mayor and Councilmembers in groups III and IV shall be elected at the  
288 next general municipal election to be held on the first Tuesday of April, 1975,  
289 and at each subsequent general municipal election thereafter. The  
290 Councilmembers in groups I and II shall be elected at the general municipal  
291 election to be held on the first Tuesday of April, 1977, and at each subsequent  
292 general municipal election.

293 (5) The candidate for Mayor and the candidate for each Councilmember group  
294 receiving the highest number of votes in the General Municipal Election shall be  
295 declared to be elected to office upon the canvassing of the certified election results.

296 (6) The newly elected officials shall be installed in office on the day following their  
297 election.

298 (7) No person shall hold elective office or offices longer than a total of 8 consecutive  
299 years. The holding of an elective office for a portion of any term shall be deemed as  
300 serving the full number of years of the term of the said elective office.  
301 Notwithstanding the foregoing, an individual appointed or elected to fill a vacancy  
302 on or after April 4, 2023 shall not be deemed to have served a full term if the  
303 individual holds elective office for less than half of a term.

304 (8) No candidate shall qualify or run for the office of Mayor and Councilmember in the  
305 same election.

306 (Res. 2002-3203, § 2, election of 11-5-02, adopted 11-12-02; Amend. Ord. 915-2004,  
307 passed 8-23-04; Res. 2004-3266, § 2, election of 11-2-04, adopted 11-8-04; Res. 2008-  
308 3421, election of 11-4-08, adopted 11-24-08)

309                   **Sec. 3.07. Vacancies; forfeitures of office; filling of vacancies;**  
310                   **extraordinary vacancies.**

311   (1) The offices of Councilmembers and Mayor shall become vacant upon death,  
312       resignation, election to any other office in the city, removal from office in any  
313       manner authorized by law, forfeiture of office, failure to attend City Council  
314       meetings for a period of 90 consecutive days, failure to remain a bona fide resident  
315       of the city, or if the total consecutive years in office of the elected official exceeds 8  
316       years.

317   (2) A Councilmember or Mayor shall forfeit his office if:

318       (a) At any time during the term of office the official lacks any qualification for the  
319           office as prescribed by this charter or by law, or

320       (b) The official violates any standard of conduct or a code of ethics established by  
321           law for public officials, or

322       (c) Is convicted of a felony or violation of the provisions of this charter.

323   (3) A vacancy on the Council shall be filled in one of the following ways:

324       (a) If there is are less than 120-180 days remaining in the unexpired term or if  
325           there is are less than 120-180 days before the next regular city election, the  
326           Council, by a majority vote of the remaining members shall choose a  
327           successor to serve until the newly elected Councilmember or Mayor is  
328           qualified;

329       (b) If there is are more than 120-180 days remaining in the unexpired term and no  
330           regular city election is scheduled within 120-180 days, the Council shall fill the  
331           vacancy on an interim basis as provided in (a) and shall call a special election  
332           to be held within 30 days at the earliest time permitted by law following the first  
333           regular meeting of the Council after the occurrence of the vacancy;

334       (c) ~~A majority of the remaining members of the Council shall call an election as  
335           provided in (b) notwithstanding that the expiration of the 30 day period  
336           provided for in this section occurs within 120 days of the next regular election.~~

337       Notwithstanding the foregoing, a vacancy in the Council which will be created  
338       as a result of an irrevocable resignation to run for another office that is effective  
339       after a countywide election in accordance with state law shall be filled by  
340       election as if the Councilmember's term were otherwise scheduled to expire.  
341       The election shall take place at the next available countywide primary or  
342       general election prior to the effective date of the resignation. A person elected  
343       to fill such vacancy shall take office on the effective date of the resigning  
344       Councilmember's resignation and serve for the remainder of the unexpired  
345       term of office.

346   (4) If more than one of the members of the City Council should become appointed  
347       rather than elected to office, then the remaining members of the Council, or in the  
348       absence thereof, the governor of the state shall call an election to be held not more

349 than 45 days thereafter to permit the registered electors to elect Councilmembers.  
350 Appointed Councilmembers may succeed themselves unless otherwise prohibited  
351 by the charter or by state laws. If a city or countywide election is scheduled to be  
352 held within 120 days from the date on which more than one of the members of the  
353 Council became appointive, the Council may elect to defer the required election  
354 until the next scheduled city or countywide election.

355 **ARTICLE IV. CITY MANAGER**

356 **Sec. 4.01. Appointment.**

357 (1) There shall be a City Manager who shall be appointed by a  $\frac{3}{5}$  vote of the City  
358 Council. The City Manager shall be responsible to the Council for the administration  
359 of all city affairs placed in his charge by or under this charter or by direction of the  
360 City Council.

361 (2) The City Council shall establish by resolution the conditions of employment prior to  
362 the applicant assuming the duties of the office of City Manager.

363 (Amend. Ord. 650-80, passed 12-8-80)

364 **Sec. 4.02. Removal; vote of confidence.**

365 (1) The Council may remove the manager at any time by a  $\frac{3}{5}$  vote of the City Council.

366 (2) The City Council shall at the first regular meeting in October of each year, cause a  
367 vote of confidence to be taken as to the continued services of the City Manager.

368 (Amend. Ord. 650-80, passed 12-8-80)

369 **Sec. 4.03. Compensation; terms of employment.**

370 The compensation and terms of employment of the manager shall be set forth in  
371 the resolution appointing the manager.

372 **Sec. 4.04. Residency.**

373 The manager need not be a resident of the city or state at the time of his  
374 appointment but may reside outside the city while in office only with the approval of the  
375 Council.

376 **Sec. 4.05. City Manager; powers, duties and responsibilities.**

377 (1) The manager shall be the chief administrative officer of the city and shall have the  
378 powers, duties, and responsibilities:

379 (a) To insure the compliance with all laws, provisions of this charter, and acts of  
380 the Council required to be enforced by the manager or by the officers and  
381 employees subject to his direction and supervision.

382 (b) To appoint and when he deems it necessary for the good of the service,  
383 suspend and remove all city employees and appointive administrative officers  
384 provided for by and under this charter, except as otherwise provided by law,  
385 this charter, personnel rules or collective bargaining agreements wherein the  
386 process of removal may be otherwise provided. He may authorize any  
387 administrative officer subject to his direction and supervision, to exercise these  
388 powers with respect to subordinates in the officer's department, office or  
389 agency.

390 (c) To appoint an assistant City Manager.

391 (d) To attend all meetings of the City Council with the right to take part in the  
392 discussion, but having no vote.

393 (e) To recommend to the City Council for adoption, such measures as he may  
394 deem necessary or expedient. The Council may adopt, reject, or modify the  
395 recommendations. The manager shall be bound by the actions of the Council.

396 (f) To submit to the City Council an annual budget and to keep the Council fully  
397 advised as to the current financial situation and needs of the city.

398 (g) To perform such other duties as are specified in this charter or as may be  
399 required by Council.

400 (2) Except as otherwise provided by this charter or by general law, the City Manager  
401 will be responsible for the supervision and direction of all administrative  
402 departments, employees, agencies or offices of the city. All departments, offices,  
403 and agencies under the direction and supervision of the manager shall be  
404 administered by an officer appointed by and subject to the direction and supervision  
405 of the manager. With the consent of the Council the manager may serve as the  
406 head of one or more such departments, offices, or agencies or may appoint one  
407 person as the head of 2 or more of said departments, offices, or agencies.

408 (3) The City Manager shall account to the City Council for the conduct and acts of the  
409 several departments, their officers and employees as now existing, or to be  
410 created, and he shall have supervision and control of the heads of the said  
411 departments and said officers shall be accountable to the City Manager for the  
412 conduct and acts of their department.

413 (4) The City Manager may at any time require the head of any department of the city  
414 now existing or to be created, to submit reports relating to the affairs of the  
415 department and may at any time investigate the records and works of the said  
416 departments.

417 (5) The City Manager may submit oral reports or if requested by a  $\frac{3}{5}$  vote of the  
418 Council, written reports on the finances and administrative activities of the city and  
419 make such other reports as the Council may require concerning the operation of the  
420 city departments, offices, and agencies subject to his direction and supervision.

421 (Amend. Ord. 650-80, passed 12-8-80)

422 **Sec. 4.06. Absence.**

- 423 (1) In the event of the temporary absence of the City Manager, the assistant City  
424 Manager shall assume the duties, powers, and responsibilities of the City Manager.
- 425 (2) In the event that the City Manager shall be absent without Council consent, or  
426 incapacitated or shall, for any other reason not perform the duties of his office, the  
427 Council may declare the office of the City Manager to be vacant by a  $\frac{3}{5}$  vote of the  
428 Council. The City Council shall appoint by a  $\frac{3}{5}$  vote a qualified person to assume  
429 the duties of the City Manager.
- 430 (3) Under no circumstances shall any member of the City Council be eligible for  
431 appointment to the office of City Manager, either temporarily or permanently, unless  
432 they shall not have served as City Councilmembers or Mayor for 2 years prior to the  
433 appointment.
- 434 (Amend. Ord. 650-80, passed 12-8-80)

435 **Sec. 4.07. (Reserved).**

436 **ARTICLE V. COUNCIL**

437 **Sec. 5.01. Council.**

438 All legislative powers of the city shall be vested in the City Council. The City Council  
439 shall be comprised of 5 persons, consisting of 4 Councilmembers and a Mayor, all of  
440 whom shall possess the qualifications of an elector of the city.

441 **Sec. 5.02. Meetings of the Council.**

- 442 (1) The Council shall meet regularly at such time as may be prescribed by its rules or  
443 upon the call of the Mayor, or 3 Councilmembers. The Council shall fix its rules of  
444 procedure or in the absence of such rules, follow Robert's Rules of Order, and shall  
445 act in all matters upon a majority vote except as otherwise specified in this charter.  
446 A majority of the Council shall constitute a quorum, but less than a majority may  
447 adjourn.
- 448 (2) Reference to the "City Council" in this charter means 5 members thereof, whether  
449 or not present to vote on any matter unless otherwise provided.

450 (Amend. Ord. 650-80, passed 12-8-80)

451 **Sec. 5.03. Compensation of Council.**

452 The compensation of the Council and Mayor shall be fixed by ordinance based  
453 upon the level of compensation in effect as of the adoption of this charter and in no  
454 event may compensation be increased in excess of 5% of said compensation in any 2-  
455 year period. The City Council voting to increase such compensation shall not be eligible  
456 therefor until the anniversary date of their election in the last year of their term in office.

457 Should any increase in excess of 5% be considered necessary by the Council in order  
458 to maintain a compensation level consistent with general economic conditions, then  
459 such proposal shall be submitted to the electorate by referendum. The term  
460 compensation as used herein shall be deemed to include both salary and a fixed  
461 allowance for expenses to be set forth in the budget.

462 **Sec. 5.04. Prohibitions.**

463 (1) Holding other office. No elected city official shall hold any compensated position, or  
464 employment with the city until 2 years after the expiration of the term for which he  
465 was elected.

466 (2) Appointments and removals. Neither the Council nor any of its members shall in  
467 any manner dictate the appointment or removal of any city administrative officer or  
468 employee who the manager or any of his subordinates are empowered to appoint,  
469 but the Council may express its view fully and freely and discuss with the manager  
470 anything pertaining to appointment and removal of such officers and employees.

471 (3) Interference with administration. The Council or its members shall deal with city  
472 officers or employees who are subject to the direction and supervision of the City  
473 Manager solely through the manager and neither the Council nor its members shall  
474 give any orders to any such officer or employee, either publicly or privately. It is the  
475 express intent of this charter that recommendations for improvement in city  
476 government operations by individual Councilmembers be made to the City  
477 Manager, so that the manager may coordinate the efforts of all city departments to  
478 achieve the greatest possible savings through the most efficient and sound means  
479 available.

480 (4) The Council may, by resolution, designate one or all of its members as special  
481 committees of inquiry to inquire into the conduct of any office or employee of the  
482 city, provided, however, that said inquiry shall be reported by written memoranda to  
483 the Council and to the manager.

484 (Amend. Ord. 716-87, passed 1-26-87)

485 **Sec. 5.05. Ordinance procedures and adoption.**

486 The uniform method for adoption and enactment of municipal ordinances and  
487 resolutions established by general law shall govern all procedures for adoption of  
488 ordinances and resolutions except that the following additional requirements shall  
489 govern:

490 (1) Every ordinance shall contain the enacting clause "BE IT ORDAINED BY THE  
491 COUNCIL."

492 (2) No ordinance shall be amended prior to final passage so as to substantially  
493 change the purpose of said ordinance unless the ordinance shall be re-noticed  
494 as amended, five days prior to public hearing thereon.

495 (3) The Council may adopt in whole or in part, any published code by reference as  
496 an ordinance in the manner provided by law, which shall be maintained in the  
497 office of the City Clerk.

498 (4) In order to meet public emergency affecting life, property, or public safety, the  
499 Council by  $\frac{4}{5}$  vote may adopt an emergency ordinance at any meeting at  
500 which it is introduced and may make it effective immediately, except that no  
501 such ordinance shall be passed to levy taxes, grant or extend a franchise, or  
502 authorize the borrowing of money. After the adoption of an emergency  
503 ordinance, the Council shall cause the said ordinance to be published by title in  
504 full within 10 days in a newspaper of general circulation within the city.

505 (5) Each ordinance and resolution after adoption shall be given a serial number  
506 and shall be entered by the clerk in a properly indexed record kept for that  
507 purpose.

508 (6) All city ordinances of general application shall be codified.

509 (Amend. Ord. 650-80, passed 12-8-80)

510 **Sec. 5.06. Public hearing.**

511 Whenever a public hearing is required by the provisions of this charter or any  
512 ordinance enacted thereunder, notice of said public hearing shall be published in a  
513 newspaper of general circulation within the city within such time as may be designated  
514 by law and where the time of notice is not designated, notice of the public hearing shall  
515 be published at least 5 days prior to the day upon which the meeting is to be held. In  
516 addition to publication, notice of all public hearings shall be posted in a prominent place  
517 within the City Hall and in such other places as the City Council may, from time to time,  
518 designate. No ordinance shall be finally passed without public hearing where all  
519 interested parties may appear and be heard with respect to the proposed ordinance.  
520 The definition of public hearing as applied to zoning matters is contained within §1.04,  
521 subparagraph 3.

522 **Sec. 5.07. Mayor's powers and duties.**

523 (a) Except as otherwise provided in this charter, the Mayor shall be entitled to all  
524 privileges and shall be subject to all restrictions and limitations granted to all other  
525 members of the Council.

526 (b) The Mayor shall be the presiding officer at the meetings of the Council and shall  
527 bear the title of Mayor and shall have a voice and vote in the proceedings of the  
528 City Council, but no veto power. He may use the title of Mayor in any case in which  
529 the execution of legal instruments in writing or other necessity arising from the  
530 general laws of the state, so requires. He shall sign all deeds, contracts, bonds, or  
531 other instruments of writing to which the city is a party when authorized to do so by  
532 ordinance or resolution of the City Council. He shall be recognized as the official  
533 head of the city by the courts for the purpose of serving civil process and by the



534 governor in the exercise of military law and for all ceremonial purposes. The Mayor  
535 shall perform such other duties as may be by ordinance prescribed by the City  
536 Council.

537 (Amend. Ord. 714-86, passed 10-13-86)

538 **ARTICLE VI. INITIATIVE, REFERENDUM, AND RECALL**

539 **Sec. 6.01. Initiative.**

540 Qualified voters of the city shall have power to propose ordinances to the Council  
541 and, if the Council fails to adopt an ordinance so proposed, to adopt or reject it at city  
542 election, provided that such a power shall not be extended to the budget or capital  
543 program or to any ordinance relating to appropriation of money, levy of taxes, or  
544 salaries of the officers or employees.

545 **Sec. 6.02. Referendum.**

546 The qualified voters of the city shall have the power to require reconsideration by  
547 the Council of any adopted ordinance and, if the Council fails to repeal an ordinance so  
548 reconsidered, to approve or reject it at a city election, provided that such powers shall  
549 not extend to the budget or capital program or to any emergency ordinance or  
550 ordinances relating to appropriation of money, levy of taxes, or salaries of city officers or  
551 employees.

552 **Sec. 6.03. Recall.**

553 The qualified voters of the city shall have the power to remove from office, any  
554 elected official of the city.

555 (a) A recall of an elected official shall be initiated and conducted according to the  
556 laws of the State of Florida and this charter, and except as otherwise provided  
557 by the laws of the State of Florida, a Councilmember who is subject to recall  
558 shall not be eligible to qualify as a candidate in the same election or in any  
559 election to fill the remaining term of his office whether or not he shall resign  
560 from office prior to the election.

561 (b) If a majority of the qualified electors voting on a recall of an elected city official  
562 vote for the recall, that official shall be removed from office upon certification of  
563 the election result but such removal shall not constitute a disqualification to run  
564 for the same or any other city office in any subsequent election at a later date.

565 **Sec. 6.04. Commencement of proceedings.**

566 Initiative and referendum proceedings shall be commenced and conducted in the  
567 manner provided by the laws of the State of Florida and in the absence thereof in  
568 accordance with the provisions of this charter. Any 5 qualified voters may commence  
569 initiative and referendum proceedings by filing with the City Clerk or other official  
570 designated by the Council, an affidavit stating that they will constitute the petitioner's

571 committee and are responsible for circulating the petition and filing it in proper form. The  
572 affiants shall state their names and addresses and specify the address to which all  
573 notices to the committee are to be sent and shall set out in full the proposed initiative  
574 ordinance or cite the ordinance sought to be reconsidered.

575 **Sec. 6.05. Petitions.**

576 (1) Number of signatures. Initiative and referendum petitions must be signed by  
577 qualified voters of the city equal in number to at least 15% of the total number of  
578 qualified voters registered to vote on the day on which the petition is approved.

579 (2) Form and content. All papers of a petition shall be uniform in size and style and  
580 shall be assembled as one instrument for filing. Each signature shall be executed in  
581 ink or indelible pencil and shall be followed by the address of the person signing,  
582 and date signed. Petitions shall contain or have attached thereto throughout their  
583 circulation the full text of the ordinance proposed or sought to be reconsidered.

584 (3) Affidavit of circulator. Each paper of a petition shall have attached to it for filing an  
585 affidavit executed by the circulator thereof stating that he personally circulated the  
586 paper, the number of signatures thereon, that all of the signatures were affixed in  
587 his presence, that each signer of the petition and only such signer had signed the  
588 petition, that he believes them to be the genuine signatures of the persons whose  
589 names they purported to be and that each signer had had the opportunity before  
590 signing to read the full text of the ordinance proposed or sought to be  
591 recommended to be reconsidered.

592 (4) Time for filing referendum petitions. Referendum petitions must be filed within 30  
593 days after adoption by the Council of the ordinance sought to be reconsidered.

594 **Sec. 6.06. Procedure for filing.**

595 (1) Certificate of clerk; amendment. Within 20 days after an initiative petition is filed or  
596 within 5 days after a referendum petition is filed, the City Clerk shall determine the  
597 sufficiency of the petition and thereafter prepare, complete, and attach to said  
598 petition a certificate as to its sufficiency, specifying if it is insufficient, the particulars  
599 wherein it is defective and shall promptly send a copy of the certificate to the  
600 petitioner's committee by certified or registered mail. Grounds for insufficiency are  
601 specified in § 6.05. A petition certified in-sufficient for lack of the required number of  
602 valid signatures may be amended once if the petitioner's committee files a notice of  
603 intention to amend it with the clerk within 2 days after receiving the copy of the  
604 clerk's certificate. The committee shall file a supplementary petition upon additional  
605 papers within 10 days after receiving the copy of said certificate. Such  
606 supplementary petition shall comply with the requirements of subsections (2) and  
607 (3) of §6.05 and within 5 days after it is filed the clerk shall complete a certificate as  
608 to the sufficiency of the petition as amended and promptly send a copy of such  
609 certificate to the petitioner's committee by certified or registered mail as in the case  
610 of the original petition. The clerk shall promptly present his certificate to the Council

611 and the certificate shall then be a final determination as to the sufficiency of the  
612 petition, subject to subsection (2) of this section.

613 (2) Council review. If a petition or amended petition has been certified insufficient, the  
614 committee may within 2 days after receiving the copy of such certificate, file a  
615 request that it be reviewed by the Council. Council shall review the certificate at its  
616 next meeting following the filing of such request and approve or disapprove it, and  
617 the Council's determination by a  $\frac{3}{5}$  vote of the City Council shall then be a final  
618 determination as to the sufficiency of the petition.

619 (Amend. Ord. 650-80, passed 12-8-80)

620 **Sec. 6.07. Referendum petitions; suspension of ordinance.**

621 When a referendum petition is filed with the City Clerk or other official designated  
622 by the Council, the ordinance sought to be reconsidered shall be suspended from taking  
623 effect. Such suspension shall terminate when:

- 624 (1) There is a final determination of the insufficiency of the petition, or  
625 (2) The petitioner's committee withdraws the petition, or  
626 (3) The Council repeals the ordinance, or  
627 (4) The petition has been defeated at referendum.

628 **Sec. 6.08. Actions on petition.**

629 (1) Action by Council. When an initiative and referendum petition has been finally  
630 determined sufficient, the Council shall promptly consider the initiative ordinance in  
631 the manner provided in this article or reconsider the referred ordinance by voting its  
632 repeal. If the Council fails to adopt a proposed initiative ordinance without any  
633 change in substance within 30 days or fails to repeal a referred ordinance within 30  
634 days, it shall submit the proposed or referred ordinance to the voters of the city.

635 (2) Submission to the voters. An election to consider a proposed or referred ordinance  
636 shall be held not less than 30 days and not later than 60 days from the date that the  
637 petition was considered by the Council. If no regular city election is to be held within  
638 the period prescribed in this subsection, the Council shall provide for a special  
639 election; otherwise, the vote shall be held at the same time as such regular  
640 election, except that the Council may, in its discretion, provide for a special election  
641 at an earlier date within the prescribed period. Copies of the proposed or referred  
642 ordinance shall be made available at the polls.

643 (3) Withdrawal of petitions. An initiative or referendum petition may be withdrawn at  
644 any time prior to the fifteenth day preceding the day scheduled for the election by  
645 filing with the City Clerk a request for withdrawal signed by at least 4 members of  
646 the petitioner's committee. Upon the filing of such request, the petition shall have  
647 no further force or effect and all proceedings thereon shall be terminated.

648                   **Sec. 6.09. Results of election.**

- 649   (1) Initiative. If a majority of the qualified electors voting on a proposed initiative  
650   ordinance vote in its favor, it shall be considered adopted upon certification of the  
651   election results, and shall be treated in all respects as an ordinance adopted by  
652   Council. If conflicting ordinances are approved at the same election, the one  
653   receiving the greatest number of affirmative votes shall prevail to the extent of such  
654   conflict.
- 655   (2) Referendum. If a majority of the qualified electors voting on a referred ordinance  
656   vote against it, it shall be considered repealed upon certification of the election  
657   results.

658                   **Sec. 6.10. Conduct of election; amendment.**

- 659   (1) Elections provided hereunder shall be conducted in the manner set forth by the  
660   provisions of this charter in relation to elections.
- 661   (2) An ordinance adopted by the electorate through initiatory proceedings shall not be  
662   amended or repealed by the Council for a period of one year after the election at  
663   which it was adopted, but thereafter it may be amended or repealed in the manner  
664   provided by this charter for ordinances generally.

665   **ARTICLE VII. CIVIL SERVICE**

666                   **Sec. 7.01. Civil service.**

667           Civil service and personnel procedures and rules governing all appointments,  
668   dismissals and benefits of employment in effect upon passage of this charter relating to  
669   all city officers and employees (except those specifically exempted therefrom by  
670   ordinance or subject to collective bargaining agreements) shall remain in effect for the  
671   benefit of the said officers and employees in accordance with the ordinances  
672   establishing the civil service, personnel procedures and rules. Civil service ordinances,  
673   personnel procedures and rules shall be approved or amended by  $\frac{4}{5}$  vote of the City  
674   Council.

675   **ARTICLE VIII. OFFICERS; DEPARTMENTS; BOARD; MUNICIPAL COURT**

676                   **Sec. 8.01. Appointments; establishing departments.**

- 677   (1) The Council shall by ordinance appoint and prescribe the compensation of the  
678   following officers who shall not be members of the Council but who shall serve at  
679   the will of the Council: City Manager, City Clerk, City Attorney, and such additional  
680   professional assistants as may be necessary and proper in order for the Council to  
681   carry out its duties. The City Council shall, at its first regular meeting in March of  
682   each year cause a vote of confidence to be taken as to the continued services of  
683   said officers and professionals who shall serve at the will of the Council. Vote of  
684   confidence as to the City Manager shall be only in accordance with § 4.02(2).

685   (Amend. Ord. 650-80, passed 12-8-80)

686 (2) The City Council shall by ordinance establish all departments as may be deemed  
687 necessary in addition to the building and zoning department, recreation department,  
688 public works department, finance department, code enforcement department, and  
689 police department.

690 (Amend. Ord. 650-80, passed 12-8-80)

691 **Sec. 8.02. City Clerk.**

692 The City Clerk shall be appointed or removed by the Council and shall be the  
693 official keeper of the city seal and shall in addition thereof, but not in limitation thereof,  
694 perform and be responsible for the following:

695 (1) The City Clerk shall be the supervisor of elections and shall be responsible for  
696 the preparation of the ballot and the conduct of all elections of the city.

697 (2) The City Clerk shall appoint such deputy clerks as may from time to time be  
698 necessary to carry out the duties of the office.

699 (3) The City Clerk shall attend all meetings of the City Council and shall keep the  
700 minutes of all such meetings.

701 (4) The City Clerk shall certify and maintain all permanent official records and  
702 archives of the city.

703 (5) The City Clerk shall perform such other duties as required by ordinance or  
704 resolution of the City Council or as otherwise provided by this charter.

705 **Sec. 8.03. Board of recreation.**

706 There shall be a system of recreation established within the city. An advisory board  
707 of recreation shall be appointed by the Council. Said system shall be regulated by  
708 ordinance or resolution adopted by the City Council in accordance with the laws of the  
709 State of Florida.

710 **Sec. 8.04. Appointments to more than one office.**

711 Officials appointed by the Council may hold more than one office or employment  
712 only with the approval of Council. All other city employees may hold more than one  
713 office or employment only with the approval of the City Manager.

714 **Sec. 8.05. Oath of office.**

715 Every officer of the city shall, before entering upon the duties of his office, take and  
716 subscribe to the following oath or affirmation, to be filed and kept in the office of the City  
717 Clerk:

718 "I solemnly swear (or affirm) that I will support the Constitution and will obey  
719 the laws of the United States and of the State of Florida, and I will, in all respects,

720 observe the provisions of the Charter and ordinances of Miami Springs, and will  
721 faithfully discharge the duties of the office of \_\_\_\_\_."

722 **ARTICLE IX. FISCAL MATTERS**

723 **Sec. 9.01. Budget adoption.**

724 (1) Fiscal year. The fiscal year of the city shall commence each October 1, and shall  
725 end September 30 of the following year.

726 (2) Budget proposal. Not later than 60 days before the end of each fiscal year, the City  
727 Manager shall prepare and submit to the City Council, a proposed budget which  
728 shall include all contemplated revenue and expenditures of all city departments,  
729 divisions and offices for the ensuing fiscal year. The proposed budget shall be  
730 compiled from detailed information supplied by each of the several departments,  
731 divisions and offices within the city and shall include so far as possible, but shall not  
732 be limited to, the following:

733 (a) A detailed estimate of the expenses of conducting each department, division,  
734 or office.

735 (b) Actual expenditures for all appropriation categories for the past 2 years.

736 (c) The total estimated income of the city from taxes and other nontax revenues  
737 for the period covered by the proposed budget.

738 (d) The amount required for principal and interest on the city debt for sinking funds  
739 and for maturing bonds.

740 (e) Such other information as may be required by the City Council.

741 Copies of the proposed budget shall be submitted to newspapers of general  
742 circulation within the city and to each library of the city which is open to the public.

743 **Sec. 9.02. Procedure for adoption; notice and public hearing required.**

744 (1) At the meeting of the Council at which the budget is submitted, the Council shall  
745 determine the place and time for a public hearing on the budget and shall cause to  
746 be published a notice of the place and time not less than 10 days after the date of  
747 the publication at which the Council will hold a public hearing. At the time and place  
748 so set, or at any time and place to which such hearing may, from time to time be  
749 adjourned, the Council shall hold a public hearing on the budget as submitted, at  
750 which all interested persons shall be given an opportunity to be heard for or against  
751 the proposals or any item thereof.

752 (2) After the conclusion of such public hearing, the Council may insert new items or  
753 may increase or decrease the items of the budget provided, however, that if the  
754 total of the proposed expenditures shall be increased, then, in that event, the  
755 Council shall cause to be published a notice setting forth the nature of the proposed  
756 increase and fixing the place and time not less than 10 days after the date of  
757 publication at which the Council will hold a further public hearing thereon. The

758 budget shall be finally adopted by a favorable vote of a majority of all members of  
759 the Council not later than September 30, of each year and the millage or rate of  
760 taxation necessary to pay all outstanding debts during the ensuing fiscal year shall  
761 be fixed.

762 (3) In the event the City Council cannot adopt the budget by September 30 of each  
763 year, the Council by resolution may direct that the amounts appropriated for current  
764 operation for the current fiscal year be deemed adopted for the ensuing fiscal year  
765 for a period of 15 days and thereafter renew said resolution each 15 days until such  
766 time as the Council adopts a budget for the ensuing fiscal year.

767 **Sec. 9.03. Appropriations and expenditures.**

768 (1) Upon final adoption of the budget, the several amounts stated therein as proposed  
769 expenditures shall be and become appropriated to the several objects and  
770 purposes therein named for the appropriate budget year. No liabilities shall be  
771 incurred or monies expended by an officer or employee of the city except in  
772 accordance with the provisions of the budget or amendments thereto.

773 (2) A copy of the budget as finally adopted shall be certified by the clerk and the City  
774 Manager and the certified budget shall be filed for the use of all offices and  
775 departments.

776 **Sec. 9.04. Appropriation amendments during the fiscal year.**

777 (1) Transfer of appropriations. Upon the request of the City Manager, the City Council  
778 by  $\frac{3}{5}$  vote may at any time transfer any part of the unencumbered appropriation  
779 balance between general classifications of expenditures within an office or  
780 department. At the request of the City Manager the Council may, by resolution,  
781 transfer any unencumbered appropriations balance or portion thereof from one  
782 office or department to another.

783 (2) Excess revenues. If during the fiscal year revenues in excess of those estimated in  
784 the budget are available for appropriation, the Council by ordinance may make  
785 supplemental appropriations for the year up to the amount of that excess.

786 (3) Reduction of appropriations. If, at any time during the fiscal year, it appears  
787 probable to the manager that the revenues available will be insufficient to meet the  
788 amount appropriated, he shall report to the Council without delay, indicating the  
789 estimated amount of the deficit, the remedial action taken by him and his  
790 recommendations as to any other steps to be taken. The Council shall then take  
791 such further action as it deems necessary to prevent or minimize any deficit and for  
792 that purpose it may by ordinance reduce one or more appropriations.

793 (4) Limitations. No appropriation for debt service may be reduced or transferred, and  
794 no appropriation may be reduced below any amount required by law to be  
795 appropriated or by more than the amount of the unencumbered balance thereof.

796 (5) Emergency appropriations. In the event of disaster or other circumstances creating  
797 an emergency, the City Council may at any time, in any budget year, make an  
798 emergency appropriation for the purpose of repairing damages caused by such  
799 disaster or meeting such public emergency to the end that the public health, safety  
800 or welfare will be protected. To the extent that there are no available  
801 unappropriated revenues to meet such appropriation, the Council may authorize the  
802 issuance of emergency notes or certificates of indebtedness or other instruments of  
803 indebtedness which may be renewed from time to time. Emergency appropriations  
804 and the issuance of instruments of indebtedness shall be by ordinance.

805 (Amend. Ord. 650-80, passed 12-8-80)

806 **Sec. 9.05. Assessments.**

807 (1) In addition to the power of the city to levy and collect taxes as authorized and  
808 permitted by general law, the Council may impose and provide for the collection of  
809 special assessments against properties specially benefited by improvements,  
810 provided that said assessments shall be uniform and equal against all persons and  
811 properties.

812 (2) All ordinances levying, assessing and collecting general and special taxes,  
813 assessments for special or local improvements, excise and privilege taxes and all  
814 other taxes authorized by law shall be directory and any errors, defects, or  
815 omissions in the levies, assessments, sales, or proceedings for collection shall be  
816 corrected by the City Council at any time necessary to establish the validity thereof.

817 **Sec. 9.06. General obligation bonds.**

818 No general obligation bonds shall be issued by the city unless the issuance of such  
819 bonds shall have been approved by the vote of the majority of the electors voting on the  
820 issuance of such bonds in a general or special election. Such election shall be called,  
821 noticed and conducted and the result thereof determined and declared in the manner  
822 required by law.

823 **Sec. 9.07. Revenue bonds.**

824 Revenue bonds issued under the provisions of this act, shall not be deemed to  
825 constitute a debt of the city or a pledge of the faith and credit of the city, but such bonds  
826 shall be payable solely from the revenues of the project financed thereby. All revenue  
827 bonds shall contain a statement on their face as follows:

828 "The City of Miami Springs is not obligated to pay the principal of these bonds  
829 or interest thereon except from the funds of the project financed thereby and the  
830 faith and credit of the City is not pledged to secure the payment of the said principal  
831 and interest of these bonds."

832 The issuance of revenue bonds under the provisions of this act shall not directly or  
833 indirectly or contingently obligate the city to levy or to pledge any form of ad valorem



834 taxation whatever or to make any appropriation for their payment from monies derived  
835 from ad valorem taxes.

836 **ARTICLE X. GENERAL PROVISIONS**

837 **Sec. 10.01. Separability clause.**

838 The provisions of this act are severable, and it is the intention to confer the whole or  
839 any part of the powers herein provided for, and if any of the provisions of this act shall  
840 be held unconstitutional by any court of competent jurisdiction, the decision of such  
841 court shall not affect or impair any of the remaining provisions of this act. It is hereby  
842 declared to be the legislative intent that this act would have been adopted had such  
843 unconstitutional provision not been included therein.

844 **Sec. 10.02. Suits against the city.**

845 Notice of claim required.

846 (1) No action shall be maintained against the city for damages arising out of any  
847 injury caused or claimed to by any act or omission resulting in such injury  
848 unless written notice of claim of injury, giving time, place and circumstances of  
849 the injury shall be given to the city within 90 days from the occurrence of the  
850 injury or of the discovery of the injury if such injury was caused or is claimed to  
851 have been caused by a failure of the city to keep in safe condition any public  
852 sidewalk, pavement, street, bridge, building or other improvement to realty  
853 owned by the city or for which the city is liable for the maintenance. Such  
854 notice shall be given to the Mayor or the City Manager or the City Clerk or the  
855 City Attorney.

856 (2) No notice of claim of injury shall be required as a prerequisite to the  
857 maintenance of any action against the city in any other tort action other than  
858 the specific actions enumerated above.

859 **Sec. 10.03. Standards of ethics; conflict of interest.**

860 All elected officials and employees of the city shall be subject to the standards of  
861 conduct for public officers and employees as set by general law. In addition, the Council  
862 may, by ordinance, establish a code of ethics for officials and employees of the city  
863 which may be supplemental to general law but in no case may an ordinance diminish  
864 provisions of general law.