



REVISED

CITY OF MIAMI SPRINGS, FLORIDA

Mayor Maria Puente Mitchell

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

**Councilman Jorge Santin
Councilman Victor Vazquez, Ph.D.**

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

CITY COUNCIL REGULAR MEETING AGENDA

Monday, March 25, 2024 – 7:00 p.m.

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

- 1. Call to Order/Roll Call**
- 2. Invocation:** Councilman Victor Vazquez
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) Promotion Ceremony by Chief Jimmy Deal – Police Sgt. Matthew Castillo to Police Lieutenant
 - B) Announcing City Hall Lobby Artist of the Month for March 2024 – Shannen Jaser, Public Information Officer, International Women's Day Art at City Hall Project
- 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) February 28, 2024 – Workshop
 - B) March 11, 2024 – Regular Meeting
- 7. Reports from Boards & Commissions: None.**
- 8. Public Hearings: None.**

9. Consent Agenda:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Ratifying The Issuance Of A Work Order To Bermello, Ajamil & Partners, Inc. For Preconstruction Design, Bidding Assistance, And Project Management Services For The Hook Square Pump House Replacement Project In The Amount Of \$200,000; Authorizing The Issuance Of A Change Order To The Work Order With The Consultant For FPL Utility Coordination, Design, Project Management, And Construction Management Services Relating To The Project In An Amount Not To Exceed \$13,000; 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 Police Uniforms From Lou's Police Distributors, Inc. In An Amount Not To Exceed \$25,000; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Toro Golf Course Maintenance Equipment And Irrigation Parts From Tesco South Incorporated D/B/A Hector Turf In An Amount Not To Exceed \$5,000 For Fiscal Year 2023-24; Providing For Authorization; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Medium Grade Topdressing Sand For The Miami Springs Golf & Country Club From Florida Superior Sand, Inc. In An Amount Not To Exceed \$5,000 For Fiscal Year 2023-24 Utilizing The Terms And Conditions Of Miami-Dade County Rtq-01039 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; And Providing For An Effective Date

10. Old Business: None.

11. New Business:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Deviceful Sports Solutions LLC D/B/A Valiente Tennis Academy For Professional Tennis Management And Operation Services For The Miami Springs Tennis Center Pursuant To Request For Proposals No. 01-23/24; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Second Amendment To The City Of Miami Springs Country Club Food And Beverage Concessionaire Agreement With HRS MGMT Group, LLC; Providing For Authorization; And Providing For An Effective Date

11. Other Business: None.

13. Reports & Recommendations:

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

14. Adjourn



**CITY OF MIAMI SPRINGS
PUBLIC MEETING NOTICE**

The City of Miami Springs will hold a Council meeting on:
Monday, March 25, 2024 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 AND/OR PARTICIPATE IN THE MEETING

- **ZOOM:** Meeting ID 863-9512-4146
- **YouTube:** <https://www.youtube.com/channel/UC2at9KNqUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

CALL IN TO THE PUBLIC MEETING

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

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

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

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

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

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

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

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

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

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

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

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

PUBLIC RECORDS

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

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

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

AMERICANS WITH DISABILITIES ACT

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

LOBBYING ACTIVITIES

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

Have questions or need additional information?

Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166



City of Miami Springs, Florida
City Council Workshop Meeting Minutes
Wednesday, February 28, 2024, 6:00 p.m.
Council Chambers at City Hall
201 Westward Drive, Miami Springs, Florida

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 6:05 p.m.

Present were the following:

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

City Manager Juan Carlos "JC" Jimenez
Assistant City Manager Tammy Romero
Deputy City Clerk Juan Garcia
City Attorney Haydee Sera
Chief Jimmy Deal
City Planner Silvia Vargas
Public Works Director Lazaro Garaboa
Assistant Public Works Director Lizette Fuentes

- 2. Pledge of Allegiance/Salute to the Flag:** Led by the audience.

- 3. Discussion on Parking Study – THA Consulting Presenting the Parking Study**

Mayor Mitchell open the meeting to public comments. The following members of the public addressed the City Council: Noel Gonzalez, 1101 Swan Avenue; Armando Ramirez, 233 La Villa Drive; Nery Owens, 169 Corydon Drive

Jim Zullo, President of THA Consulting and Vicky Galiano, Director of Parking Studies and Project Manager were in attendance representing THA Consulting. Ms. Galiano addressed the Council and presented the Parking Study. The study revealed that there are adequate parking for patrons that are in the downtown area along Canal Street. Ms. Galiano did mention that the study found that although there was enough parking, it would be beneficial to improve the signage and directions to patrons as to where public parking is located around the City.

Police Chief Jimmy Deal, Public Works Director Lazaro Garaboa and City Planner Silvia Vargas all addressed the City Council with their suggestions for parking around the City and how it related to the Parking Study.

City Manager JC Jimenez provided some ideas of what can be done immediately around the City to improve parking as it relates to the Parking Study. He proceeded to explain that depending on the cost that things like improving signage and restriping parking spaces along Canal Street may be able to be done immediately. City Manager Jimenez thought it would be important to add lighting to on Canal Street as well as on the crosswalk from the Apple Dental Office to the new Curtiss 1 Project.

Mayor Mitchell noted that some of these proposed improvements can be addressed by applying for grants. Mayor Mitchell added the through grants they were able to make significant improvements to Curtiss Parkway back in the 90s.

City Council determined with general consensus, that the parking study had some great ideas to improve the parking around the City and would like to further discuss this at the Council meeting following the workshop.

4. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:50 p.m.

Respectfully submitted:

*Juan D. Garcia, CMC
Deputy City Clerk*

*Adopted by the City Council on
this 25th day of March, 2024.*

Maria Puente Mitchell, Mayor

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



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, March 11, 2024 at 7:00 p.m.

City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida

In-Person/Virtual Council Meeting

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:00 p.m.

Present were the following:

Mayor Maria Puente Mitchell (left the physical meeting at 8:45pm and joined via Zoom)

Councilman Walter Fajet, Ph.D.

Councilman Victor Vazquez, Ph.D. (via Zoom)

Vice Mayor Jacky Bravo

Councilman Jorge Santin

City Manager JC Jimenez

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez

City Attorney Haydee Sera

Chief of Police Jimmy Deal

- 2. Invocation:** Offered by Councilman Walter Fajet
Pledge of Allegiance: The audience led in the pledge.

- 3. Agenda / Order of Business:**

- 4. Awards & Presentations:**

A) Honoring Police Sgt. Gary Fetters for his retirement after 25 years and 8 months of dedicated service to the City of Miami Springs

Mayor Mitchell, the City Council and Chief Deal recognized and thanked former Police Sergeant Fetters for his years of service to Miami Springs. The Mayor presented him with a plaque and wishing him a well-deserved retirement. Sgt. Fetters thanked his family, the City Council, City Administration, the Police Department and the residents of Miami Springs for the recognition.

B) Promotion Ceremony by Chief Deal - Police Officer Brian Nickerson to Police Sergeant

Chief Deal took a moment to share some background information on Officer Nickerson; he proceeded to swear-in Officer Nickerson as Sergeant. Sergeant Nickerson thanked the Chief and Administration for the support and looks forward to

serving the community.

C) Promotion Ceremony by Chief Deal - Police Lieutenant Frank Perez to Police Captain

Chief Deal spoke on Lt. Perez's tenure and rising through the ranks in Miami Springs. Chief Deal proceeded to swear-in Lt. Perez as the new Captain of the Police Department for the City of Miami Springs. Captain Perez thanked his friends and family, City Council and the Administration for the support.

D) Proclaiming the month of March as "Problem Gambling Awareness Month"

Mayor Mitchell stated that there is a rise in gambling because of the access to online gambling. She read the proclamation for the record, and proclaimed the month of March as "Problem Gambling Awareness Month."

E) Yard of the Month Award for March 2024 – 289 Shadow Way – Theo and Diana Karantsalis

Mayor Mitchell and City Council recognized Mr. Theo Karantsalis for Yard of the Month. Mr. Karantsalis was present to receive his award and expressed his gratitude for the recognition.

F) Announcing City Hall Lobby Artist of the Month for March 2024 - Shannen Jasser, Public Information Officer, International Women's Day Art at City Hall Project

This item was deferred to the March 25, 2024 Council Meeting.

5. Open Forum: The following members of the public addressed the City Council: Steven Owens, 525 Cardinal Street; Manny Fabian, 266 Minola Drive; Tom Webb, 961 Ibis Avenue; Roland Rivero, 581 DeSoto Drive; Trina Aguila, 901 Oriole Avenue; Shand Booher, 1170 Quail Avenue; Karson Booher, 1170 Quail Avenue.

6. Approval of Council Minutes:

A) February 26, 2024 – Regular Meeting

Councilman Fajet moved to approve the minutes of February 26, 2024 Regular Meeting. Vice Mayor Bravo seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Santin, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.

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

8. Public Hearings: None at this time.

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

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Ratifying A Professional Services Agreement With Golfnow, LLC, For Golf Card Marketing Program Services; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Purchase Order To Dobbs Equipment, LLC For The Purchase Of A Replacement Tractor Engine And Related Installation Services In An Amount Not To Exceed \$25,791.57; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date

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

10. Old Business: None at this time.

11. New Business: None at this time.

12. Other Business:

A) Vote of Confidence for the City Clerk as Required by Section 8.01 (1) of the City Charter

Vice Mayor Bravo moved to offer a vote of confidence for the City Clerk. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Santin, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.

B) Vote of Confidence for the City Attorney as Required by Section 8.01 (1) of the City Charter

Councilman Vazquez moved to offer a vote of confidence for the City Attorney. Vice Mayor Bravo seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Santin, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.

C) Following related items are requested:

1) Vice Mayor Bravo – Public Right of Way parking regulations referring to Single Family, Duplex, Multifamily/attached housing (Refer to Sec. 150-016. - Off-street parking facilities; paving and drainage; lighting; landscaping; and minimum number of off-street parking spaces; off-street parking requirements for single-family residential and duplex zoning districts) *(Item was deferred at the 2/26/2024 Council Meeting Agenda)*

Vice Mayor Bravo introduced her item expressing her concern with the multi-family parking including swale parking in the City. Discussion ensued among the Council, it was general consensus to direct staff to explore and recommend on the following 1) Parking overall in all districts Multi-family, Single-family, and commercial areas; 2) Existing Parking Requirements and use of parking; 3) Swale Parking.

2) Councilman Santin – Request to consider drafting an ordinance to either add no overnight parking or overnight parking with time restrictions; additionally, two-hour parking in the Gateway Overlay and CBD

Councilman Santin introduced his item stating that the City Council was given recommendations from the Parking Study that the City can actively start immediately such as clear signage and enforcement of the two-hour parking in the Gateway and CBD Districts. City Manager Jimenez stated that he has planned to receive quotes for restriping, milling and paving and signage in specific areas such as Canal Street.

D) Request by Councilman Santin to discuss the consideration of renaming Prince Field in honor of Douglas Orr, Prince Field at Douglas Orr Park

Councilman Santin spoke on the item and the expressed all the contributions of Mr. Douglas Orr over the years to the community. Discussion ensued, Councilman Santin moved to rename Prince Field, “Prince Field at Douglas Orr Park” pending legal review. Councilman Fajet seconded the motion, which carried 3-2 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Santin, Councilman Fajet voting Yes; Councilman Vazquez and Mayor Mitchell voting No.

E) Request by Councilman Santin to discuss pedestrian safety at the Circle; directing the City Manager and City staff to help draft recommendations and possible solutions to help increase pedestrian safe mobility to the circle

Councilman Santin introduced the item and stated that the Circle should have safe access for pedestrians to enjoy without the risk of being hit by a vehicle. After some discussion, it was the general consensus of the City Council to direct staff to having open discussions with Miami-Dade County on improving the pedestrian safety at the Circle.

F) Request by Staff to discuss HRS MGMT LLC, Food and Beverage Vendor at the Country Club

This item was deferred to the March 25, 2024 Council meeting.

G) Appointment of Miami-Dade County League of Cities Director and Alternate for May 2024-25 session

Councilman Vazquez made a motion to nominate Councilman Santin as the Director and Councilman Fajet as the Alternate for the MDCLC 24-25 Session. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as

follows: Vice Mayor Bravo, Councilman Santin, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera thanked the City Council for the vote of confidence and had no report at this time.

B) City Manager

City Manager JC Jimenez stated the Golf Course potentially has an opening date, which is forthcoming. He announced that Golf Director Paul O'Dell will be retiring April 24th. He updated the Council on the Memorial renovations bid, he is currently exploring his options since one bid came in at a higher amount than expected. He also provided dates of upcoming City events.

C) City Council

Councilman Fajet thanked the City Clerk and City Attorney for their hard work and well-deserving of the vote of confidence. He also thanked the City Council for continued collaborations on a variety of issues.

Councilman Vazquez stated that he is in recovery after his wrist surgery. He thanked staff and the Council always working together to find a common ground on a variety of subject matters.

Councilman Santin echoed the Council's comments and sentiments. He stated that it was a great "rookie" year so far.

Vice Mayor Bravo thanked the staff and the City Council. She also thanked the community for always taking an active role in the meetings. She thanked Sgt. Feters for his years of service to the community and hope he enjoys his retirement.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 9:55 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 25th day of March, 2024.*

Maria Puente Mitchell, Mayor

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AGENDA MEMORANDUM

Meeting Date: 3/25/2024

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

Via: JC Jimenez, City Manager

From: Lazaro Garaboa, Public Works Director

Subject: Authorization to ratify work order and issue additional work order to Bermello, Ajamil and Partners, Inc.; Relating to the Hook Square Pump House Replacement Project

RECOMMENDATION: Recommendation by Staff that Council accept and ratify the attached work order to the City's engineers, Bermello, Ajamil and Partners, Inc. (B&A), for Task 1 through 3; Hook Square Pump House Replacement Project, for design and preconstruction activities, bidding and contractor selection, and Project Management attached proposal hereto as Exhibit "A". In addition; issuance of a work order for Task 1 through Task 3; meetings and FPL coordination, design, cost estimate and permitting attached proposal hereto as Exhibit "B" for a total cost in an amount not to exceed \$213,000. consistent with B&A's existing agreement with the City.

DISCUSSION: On November 14th, 2022, via Resolution No. 2022-4050, Council approved acceptance of a Statewide Surface Restoration and Wastewater Projects State Appropriation #LP, GAA LI I665A, FY 22-23. GR in the amount of \$750,000 by the Florida Department of Environmental Protection (FDEP). State-Funded Grant Agreement with the FDEP Agreement #LPA0336 and resolution attached as Exhibit "B". This will replace the old and failing stormwater pump and generator at the Hook Square Pump Station near the outgoing bridge, along the C-6 canal to help with flood control.

Under Exhibit "A" B&A will provide the engineering services to replace the existing Hook Square pump station including emergency generators, electrical controls, pump discharge, flap-gate, and all associated appurtenance. Under Exhibit "B" B&A will be performing three tasks with deliverables including reviewing existing background and electrical system conditions, coordinate with FPL staff on the relocation and underground of existing electrical conduits for hook-up. Design, permit submittal, as required, for underground connection of FPL facilities, and project management along with subcontractor responsible for supervision during the installation of the connection to the pump house.

FISCAL IMPACT: None, as this Agreement is on a cost reimbursement basis with no cost sharing requirement from the City.

Submission Date and Time: 3/20/2024 11:46 AM

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

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, RATIFYING THE ISSUANCE OF A WORK ORDER TO BERMELLO, AJAMIL & PARTNERS, INC. FOR PRECONSTRUCTION DESIGN, BIDDING ASSISTANCE, AND PROJECT MANAGEMENT SERVICES FOR THE HOOK SQUARE PUMP HOUSE REPLACEMENT PROJECT IN THE AMOUNT OF \$200,000; AUTHORIZING THE ISSUANCE OF A CHANGE ORDER TO THE WORK ORDER WITH THE CONSULTANT FOR FPL UTILITY COORDINATION, DESIGN, PROJECT MANAGEMENT, AND CONSTRUCTION MANAGEMENT SERVICES RELATING TO THE PROJECT IN AN AMOUNT NOT TO EXCEED \$13,000; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, on November 7, 2022, the City issued a work order (“Work Order”), attached hereto as Exhibit “A,” to the Consultant for preconstruction design, bidding assistance, and project management services (the “Services”) for the Hook Square Pump House Replacement Project (the “Project”) in the amount of \$200,000; and

WHEREAS, on November 14, 2022, the City Council adopted Resolution No. 2022-4050 approving an agreement with the Florida Department of Environmental Protection for a state-funded grant under the Statewide Surface Restoration and Wastewater Projects State Appropriation (the “Grant”) relating to the Project; and

WHEREAS, subsequent to the commencement of the Services for the Project, the City determined that it needs FPL utility coordination, design, construction management, project management, and related support services (the “Utility Services”) for the Project; and

WHEREAS, the Consultant provided a proposal (“Proposal”), attached hereto as Exhibit “B,” for the Utility Services in an amount not to exceed \$13,000; and

WHEREAS, the City has budgeted for the Services and Utility Services associated with the Project within the 2023-2024 fiscal year budget utilizing the Grant funding; and

WHEREAS, the City Council desires to ratify the Work Order with the Consultant attached hereto as Exhibit “A” in the amount of \$200,000 and authorize the City Manager to issue a change order to the Work Order for the Utility Services in an amount not to exceed \$13,000, consistent with the Proposal and the Agreement; and

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

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

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

Section 2. Ratification. That the City Council hereby ratifies the Work Order with the Consultant for the Services attached hereto as Exhibit “A” in the amount of \$200,000.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to issue a change order to the Work Order with the Consultant for the Utility Services in an amount not to exceed \$13,000, consistent with the Proposal attached hereto as Exhibit “B” and the Agreement.

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

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

Vice Mayor Jacky Bravo	_____
Councilman Jorge Santin	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 25th day of March, 2024.

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

November 7, 2022
SCOPE OF SERVICES
WORK AUTHORIZATION –
City of Miami Springs
PLA0336- Hook Square Pump Station Refurbishment

1. INTRODUCTION

The City of Miami Springs was awarded Florida State funding under grant PLA0336 to replace one old stormwater pump station that transfers water from the City's closed canal system to the SFWMD's C-6 Canal. This pump provides flood control to local residents and businesses located in the WBID 3290 basin, as well as several neighboring communities along South Royal Poinciana, which is a major South-East thoroughfare along Miami Springs. The C-6 Canal discharges into the Biscayne Bay and the Biscayne Bay Aquifer during normal operations, but can backflow into the existing drainage system from the C-6 canal during drought periods.

The City of Miami Springs has requested Bermello Ajamil and Partners (BA) to prepare a Scope of Work and fees for the design services under their current CCNA continuing services agreements with the City consultant(s) for grant management, field investigations (bathymetric survey and geotechnical services), as well as, engineering services including the preparation of calculation and signed and sealed drawings required for permit approvals, construction submittals and construction management for the project.

2. PROJECT DESCRIPTION:

The City is replacing a 35 HP pump station along the C-6 canal. The replacement includes the installation of new 50 HP axial flow pump, portable generator, electric controls, pump discharge and bypass piping, as well as restoration of existing building holding the pump station and headwalls including an outflow with flap-gate/Tideflex® Check Valves and rip rap bank stabilization.

3. PROJECT LOCATION:

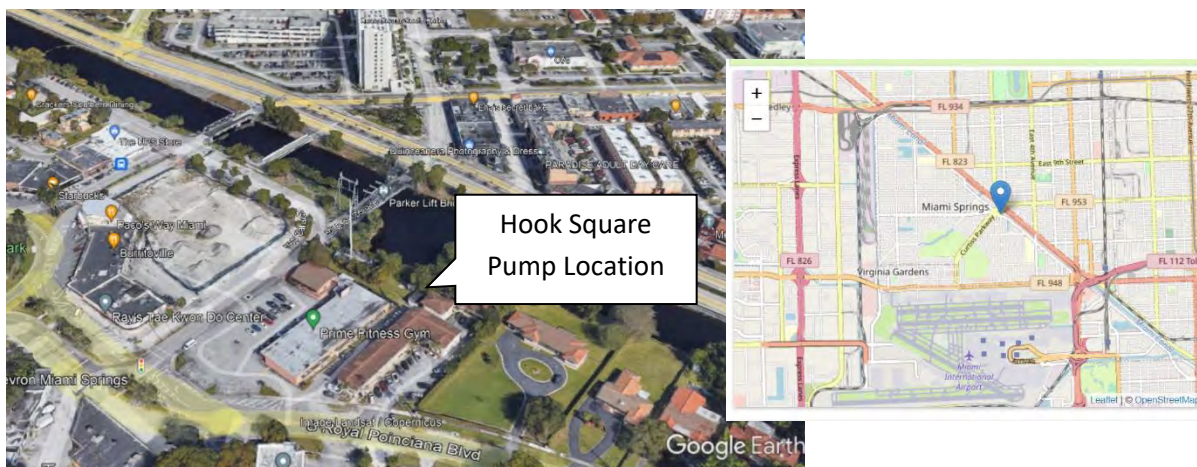


Figure 1. Aerial view and map of pump station location.

Project site coordinates:

Latitude: 25.820910
Longitude -80.280411

4. OBJECTIVE

This project encompasses replacement of one old and failing stormwater pump at the City's Hook Square Pump Station. The new pump will be equipped with automated and remote response to allow City staff to monitor conditions prior to a forecasted storm in order to create reserve capacity in the existing drainage area. For most storms of average magnitude, this advanced preparation will allow a temporary pump shutdown during the "first flush" of stormwater that contains most of the pollutants entering the system. Pumping would resume once the pollutants in the "first flush" have settled to the bottom.

5. SCOPE OF WORK

Under the terms of this agreement, the City will utilize funds provided by the FDEP to offset construction costs connected with site preparation and pump purchase costs. Under this SOW, BA will provide the engineering services to replace the existing Hook Square pump station including emergency generators, electrical controls, pump discharge, flap-gate, and all associated appurtenances

Task 1: Preconstruction Activities

1.1 Background information

Under this Sub-Task, BA shall review existing background information, including O&M records and historic flooding events, existing permits and any additional information on the area, including easement agreements and maps of the project area, average groundwater level maps, MD County Flood Criteria Map and FEMA FIRM Map. BA will also conduct a site visit, which includes visual survey and documentation of the project area and conditions of the existing pump station, building and outfall to C6 canal.

Deliverable:

BA shall prepare a report including a summary of existing condition of the Hook Square area with site photos, site diagrams (as required to present existing conditions), and summary of issues and opportunities for the project area.

1.2 Bathymetric survey

During this Sub-task BA shall sub-contract the services for a professional surveyor to provide bathymetric survey of the canal in the proposed study area.

Deliverable

Under this sub-task BA will provide the bathymetric survey for the project area as noted above

1.3 Geotechnical

BA shall subcontract and perform two (2) soil boring tests at depths of 20 feet for use in the design of the outfall bank stabilization and erosion control. Sub-consultant shall inspect all samples, set up appropriate laboratory tests, perform

appropriate analysis and prepare a report of recommendations for the purpose of documenting subsurface conditions encountered. The geotechnical report shall include test boring location plan as well as graphic logs of the soil test borings and results of laboratory test as performed.

Deliverables:

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

1.4 Design

Under this Sub-Task, BA will complete the design and required permits for the pump station rehabilitation. The Design Development Task shall be divided into Subtasks for the design of the pump station and the design of the bank stabilization at the outfall and permitting.

1.4.1 Pump Station design

Under this task, BA shall prepare a pump design report including:

- Ventilation calculations to verify that the existing louvers provide adequate ventilation to the Pump Station Building.
- Electrical design, including checking the existing electrical panel and the required power supply to the new pump.
- Connection for portable generator
- Plans preparation at 30%, 60% and 90% levels.

Deliverables:

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

- Site plans, detail sheet plans, mechanical details, electrical details.

1.4.2 Bank Stabilization design

BA shall prepare a set of signed and sealed drawings and structural at 30%, 60% and 90% and specifications for bank stabilization and erosion calculations based on existing conditions and the bathymetric survey and geotechnical report (Sub-tasks 1.2 and 1.3).

Deliverables:

Under this task, BA shall submit the pdf and CAD drawings at 30%, 60% and 90% level.

1.4.3 Structural and Architectural design

BA shall prepare a set of structural and architectural signed and sealed drawings at 30%, 60% and 90% including calculations, elevations and building sections, floor plan, roof plan, reflecting ceiling plan and detail drawings.

Deliverables:

Under this task, BA shall submit the pdf and CAD drawings at 30%, 60% and 90% level

1.5 Permitting and construction documents

Coordinate with regulatory agencies regarding existing permitting and as-built drawings, as necessary.

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

- DERM
- SFWMD- ROW
- City of Miami Springs

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

Deliverables:

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

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

1.6 Cost estimates

BA will also provide preliminary/budget Opinion of Probable Construction Costs and schedule for the approved conceptual plan.

Deliverable

BA will submit Opinion of Probable Construction Costs reports at 60% and 100%.

1.7 BODR

Under this sub-task, BA will submit a preliminary design report (BODR- Basis of Design Report) to include the following sections:

- Introduction
- Project description
- Project location
- Existing conditions
- Project objectives
- Preliminary/budget Opinion of Probable Construction Costs and schedule

Deliverables

Draft Preliminary Engineering Report sections as described above. One (1) electronic copy

Final Preliminary Engineering Report sections as described above. One (1) electronic copy

Task 2: Bidding and Contractor Selection

Under this task BA will assist the City of Miami Springs in preparing a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the **City's** procurement process, to select one or more qualified and licensed contractors to complete construction of the improved stormwater infrastructure.

Documentation:

BA will assist the City to in the bidding process including: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Task 3: Project Management

Under this Task, BA will provide project and grant management support including field engineering services and the organization of a kick-off and periodic meetings and/or teleconference calls with the City and FDEP staff to discuss project schedule, major milestones and review pertinent available data. BA shall also coordinate with FDEP project management and provide all forms and project updates, as required by the FDEP grant protocol.

Deliverables

BA staff will attend one (1) kick-off meeting, one (1) site visit with the City representatives. BA shall be responsible for the preparation of meeting agenda and minutes and will make them available to the City for review and approvals. Meeting minutes from periodic meetings, progress status reports and summary of inspections.

Task 4: Construction

Under this Phase, the City of Miami Springs will construct the Hook Square Pump Station Project, including mechanical, civil and architectural improvements to the existing facilities.

Deliverables: The Grantee will construct improved infrastructure in accordance with the construction contract documents.

Documentation: BA will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grant's **Certification of Payment Request**; and 3) a signed **Engineer's Certification of Payment Request**.

6. SCHEDULE AND FEES

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$150,000	07/01/2022	07/31/2023
2	Bidding and Contractor Selection	Contractual Services	\$30,000	07/01/2022	07/31/2023
3	Project Management	Contractual Services	\$20,000	07/01/2022	07/31/2023
4	Construction	Contractual Services	\$550,000	07/01/2022	07/31/2023
Total:			\$750,000		

March 20, 2024

SCOPE OF SERVICES

WORK AUTHORIZATION –

City of Miami Springs

PLA0336- Hook Square Pump Station Refurbishment

Change order- FPL Coordination

1. INTRODUCTION

The City of Miami Springs was awarded Florida State funding under grant PLA0336 to replace one old stormwater pump station that transfers water from the City's closed canal system to the SFWMD's C-6 Canal. This pump provides flood control to local residents and businesses located in the WBID 3290 basin, as well as several neighboring communities along South Royal Poinciana, which is a major South-East thoroughfare along Miami Springs. The C-6 Canal discharges into the Biscayne Bay and the Biscayne Bay Aquifer during normal operations, but can backflow into the existing drainage system from the C-6 canal during drought periods.

The City of Miami Springs has requested Bermello Ajamil and Partners (BA) to prepare a Scope of Work and fees for the design services under their current CCNA continuing services agreements with the City for grant management, field investigations (bathymetric survey and geotechnical services), as well as, engineering services including the preparation of calculation and signed and sealed drawings required for permit approvals, construction submittals and construction management for the project.

Upon submittal of the 60% design the City requested BA to prepare a scope of works and fees as a change order for coordination with FPL and the design for the underground connection of power and electrical hook-up from the existing pole to the pump station building.

2. PROJECT DESCRIPTION:

The City is replacing a 35 HP pump station along the C-6 canal. The replacement includes the installation of new 50 HP axial flow pump, portable generator, electric controls, pump discharge and bypass piping, as well as restoration of existing building holding the pump station and headwalls including retrofit of an existing outfall with a flap-gate/Tideflex® Check Valves and rip rap bank stabilization. The project will now include coordination with FPL and design of underground connection to the pump station building.

3. PROJECT LOCATION:

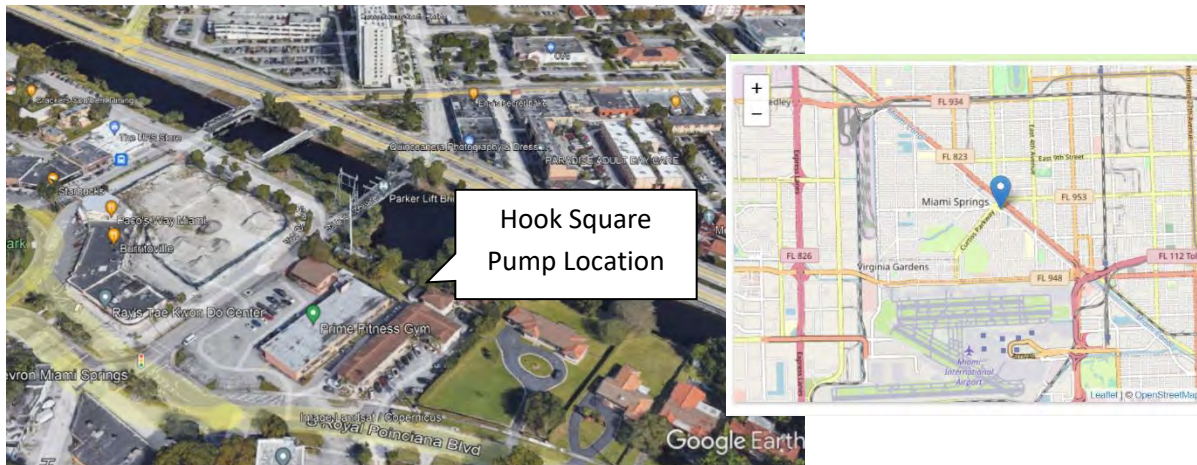


Figure 1. Aerial view and map of pump station location.

Project site coordinates:

Latitude: 25.820910
Longitude -80.280411

4. OBJECTIVE

This project encompasses replacement of one old and failing stormwater pump at the City's Hook Square Pump Station. The new pump will be equipped with automated and remote response to allow City staff to monitor conditions prior to a forecasted storm in order to create reserve capacity in the existing drainage area. For most storms of average magnitude, this advanced preparation will allow a temporary pump shutdown during the "first flush" of stormwater that contains most of the pollutants entering the system. Pumping would resume once the pollutants in the "first flush" have settled to the bottom.

5. SCOPE OF WORK

Under this charge to the original WO, BA will provide the following tasks.

Task 1: Meetings and FPL Coordination

Under this Task, BA and electrical subcontractor will review existing background information and electrical system conditions and will coordinate with FPL staff on the relocation and underground of existing electrical conduits for hook-up.

Deliverable:

BA shall prepare a Technical Memorandum (TM#1) summarizing the existing conditions and contacts with FPL and other stakeholders, as needed. TM will be included in the BODR.

Task 2. Design, Cost Estimate and Permitting

Under this Task, BA and electrical subcontractor will complete the design and submit for the required permits, as required, for the underground connection of FPL.

Deliverables:

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

- Site and detail sheet in pdf and CAD of electrical hook-up to the site; preliminary and final ready for construction signed and sealed drawings.
- Preliminary and final cost estimate for the connection.

Task 3: Project Management and Construction Management

Under this Task, BA will provide project management and field engineering services during the construction phase of electrical hook up.

Deliverables

BA and electrical subcontractor will be responsible for the management and supervision during the installation of the connection.

6. SCHEDULE AND FEES

Task No.	Task Title	Fees	Task Start Date	Task End Date
1	Meetings and FPL Coordination	\$1,500	07/31/2023	
2	Design, Cost Estimate and Permitting	\$8,500	07/31/2023	
3	Project Management and Construction Management	\$3,000	07/31/2023	
Total: \$13,000				



AGENDA MEMORANDUM

Meeting Date: March 25, 2024

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

Via: J.C. Jimenez, City Manager

From: Jimmy Deal, Chief of Police

Subject: FY 23/24 Uniform Request

Recommendation: Recommendation by the Police Department that Council waive the competitive bid process in the best interests of the City, mainly due to the fact that they are the only local vendor in Miami-Dade County to provide police uniforms, and approve an expenditure to Lou's Police Distributors, not to exceed \$25,000.00, for police uniforms as funds were approved in the FY 23/24 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code.

Discussion/Analysis: For police uniforms for 48 sworn officers, and 20 civilian employees. We've established over a twenty-year relationship with Lou's Police Distributors and the last uniform order the department had was in March 2023. We've contacted Galls in the past to obtain a quote and were advised that because of the small size of our agency they would not service us in their Broward County location and the only other location available to us is in Orlando, FL. Having a local provider where Officers and supporting staff can try on and attain their uniforms is beneficial. A neighboring, central location would increase efficiency and allow for the obtainment of the goods and services in a timely manner. Often, we have to get uniforms ordered quickly and it causes a hardship if we have to rely on companies that are not local (or online only).

Submission Date and Time: 3/13/2024 1:11 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>								
Department: <u>Police Department</u>	Dept. Head: <u></u>	Dept./Desc.: <u>Police Uniforms Account</u>								
Prepared by: <u>Ariadna Quintana</u>	Procurement: _____	Account No.: <u>001-2001-521.52-03</u>								
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>								
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____									
		<table><tr><td></td><td>FY 22/23</td></tr><tr><td>Amount previously approved: \$</td><td><u>25,000.00</u></td></tr><tr><td>Current request: \$</td><td><u>25,000.00</u></td></tr><tr><td>Total vendor amount: \$</td><td><u>25,000.00</u></td></tr></table>		FY 22/23	Amount previously approved: \$	<u>25,000.00</u>	Current request: \$	<u>25,000.00</u>	Total vendor amount: \$	<u>25,000.00</u>
	FY 22/23									
Amount previously approved: \$	<u>25,000.00</u>									
Current request: \$	<u>25,000.00</u>									
Total vendor amount: \$	<u>25,000.00</u>									

RESOLUTION NO. 2024-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF POLICE UNIFORMS FROM LOU'S POLICE DISTRIBUTORS, INC. IN AN AMOUNT NOT TO EXCEED \$25,000; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") is in need of uniforms for use by the City's Police Department (the "Department") to provide services for the safety of the City's residents and visitors and facilitate the provision of day-to-day operations of the Department; and

WHEREAS, Lou's Police Distributors, Inc. (the "Vendor") is an entity located within Miami-Dade County, in close proximity to the City, which serves as a supplier for various police equipment needs, including uniforms; and

WHEREAS, the City Manager recommends that the City Council waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the purchase of the uniforms as being in the best interest of the City; and

WHEREAS, the City Council desires to approve the purchase of police uniforms from the Vendor consistent with the Quote attached hereto as Exhibit "A" (the "Quote") in an amount not to exceed \$25,000 pursuant to Section 31-11(E)(6)(g) of the City Code; and

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

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

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

Section 2. Approval. That the City Council hereby approves the purchase of the uniforms from the Vendor consistent with the Quote in an amount not to exceed \$25,000 pursuant to Section 31-11(E)(6)(g) of the City Code.

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

Section 4. Authorization. That the City Council hereby authorizes the City Manager 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, content, and legal sufficiency, and to expend budgeted funds in an amount not to exceed \$25,000.

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

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

Vice Mayor Jacky Bravo	_____
Councilman Jorge Santin	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 25th day of March, 2024.

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



AGENDA MEMORANDUM

Meeting Date: 3/25/2024

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

Via: JC Jimenez, City Manager

From: Paul O'Dell, Golf and Country Club Director

Subject: Wesco/Hector Turf

RECOMMENDATION:

Recommendation by Golf that Council approve an increase to the City's current open purchase order # 240191 with Wesco/Hector Turf, in an amount not to exceed \$5,000.00, for parts needed to repair our Toro Golf maintenance equipment and for Toro irrigation supplies as there is only one source (proof attached) for the required supplies as funds were budgeted in the FY23/24 Budget pursuant to Section §31.11 (F)(5)(11)(C) of the City Code.

DISCUSSION: Due to our aging Toro Golf Course fleet maintenance equipment we are having to spend some additional funds to keep up with the wear and tear of our current fleet until our new Toro maintenance fleet arrives possibly later this year. We also purchase our Toro irrigation supplies for any necessary repairs needed for the irrigation system on an as needed basis. Wesco/Hector Turf is the sole distributor for the Southeast Florida region that carries the parts and supplies needed in order to maintain all of the Toro golf maintenance equipment including the Toro irrigation equipment at the golf course.

Submission Date and Time: 3/20/2024 1:17 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: _____	Dept./ Desc.: <u>Golf Course Operations</u>
Prepared by: <u>Laurie Bland</u>	Procurement: _____	Account No.: <u>001-5707-572-4600</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>35,000.00</u>
		Current request: \$ <u>5,000.00</u>
		Total vendor amount: \$ <u>40,000.00</u>

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF TORO GOLF COURSE MAINTENANCE EQUIPMENT AND IRRIGATION PARTS FROM TESCO SOUTH INCORPORATED D/B/A HECTOR TURF IN AN AMOUNT NOT TO EXCEED \$5,000 FOR FISCAL YEAR 2023-24; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) is in need of Toro golf course maintenance equipment and irrigation parts for the City’s golf course (the “Supplies”); and

WHEREAS, the Supplies are only available from Tesco South Incorporated d/b/a Hector Turf (the “Vendor”); and

WHEREAS, the City has an open purchase order with the Vendor for the Supplies, but needs to purchase additional Supplies in an amount not to exceed \$5,000, for a total amount not to exceed \$40,000 for fiscal year 2023-24; and

WHEREAS, pursuant to Section 31-11(E)(6)(c) of the City’s Code of Ordinances, the purchase of the Supplies is exempt from the City’s competitive procurement process when the City’s purchasing agent, in concurrence with the City Manager, has made a written determination that after conducting a good faith review of available sources, there is only one source for the required supplies, materials, or services; and

WHEREAS, the City Manager recommends that the purchase of the Supplies be deemed exempt from the competitive bidding procedures of the City Code pursuant to Section 31-11(E)(6)(c) of the City Code as a sole source purchase; and

WHEREAS, the City Council desires to approve the purchase of the additional Supplies from the Vendor in an amount not to exceed \$5,000, for a total amount not to exceed \$40,000 for fiscal year 2023-24; 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. The City Council hereby approves the purchase of the additional Supplies from the Vendor for fiscal year 2023-24 in an amount not to exceed \$5,000 pursuant to Section 31-11(E)(6)(c) of the City Code.

Section 3. Authorization. That the City Council hereby authorizes the City Manager 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, content, and legal sufficiency, and to expend budgeted funds in an amount not to exceed \$5,000, for a total amount not to exceed \$40,000 for fiscal year 2023-24.

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

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

Vice Mayor Jacky Bravo	_____
Councilmember Dr. Walter Fajet, Ph.D.	_____
Councilmember Jorge Santin	_____
Councilmember Dr. Victor Vazquez, Ph.D.	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 25th day of March, 2024.

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



The Toro Company

8111 Lyndale Avenue South, Bloomington, Minnesota 55420-1196
▪ Phone 952-888-8801 ▪ www.thetorocompany.com ▪ Fax 952/887-8258

March 12, 2024

Miami Springs Golf Club
Attn: Ms. Laurie Bland
650 Curtiss Parkway
Miami Springs, Florida 33166

Dear Laurie,

This letter is to inform you that Hector Turf, at 1301 NW 3rd Street, Deerfield Beach, FL 33442 (954-429-3200) is the sole source for Toro commercial turf equipment and parts and Toro golf course irrigation products for your geographic area. The Toro commercial product line includes Greensmasters, Groundsmasters, Reelmasters, Utility Vehicles, Sprayers, Debris Equipment, Aeration Equipment, Sand Pros, Commercial Parts, and Irrigation Products.

Thank you for being a valued Toro customer and we look forward to assisting you in the near future.

If you have any questions regarding this, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Scott Papania". The signature is written in a cursive, flowing style.

Scott Papania, CSE
District Sales Manager
The Toro Company
Commercial Products Division
Scott.papania@toro.com



AGENDA MEMORANDUM

Meeting Date: 3/25/2024

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

Via: JC Jimenez, City Manager

From: Paul O'Dell, Golf and Country Club Director

Subject: Florida Superior Sand

RECOMMENDATION:

Recommendation by Golf that Council approve an increase to the City's current open purchase order # 240196 with Florida Superior Sand, utilizing Miami Dade County Bid # RTQ 01039 (attached), on an "as needed basis" in the amount of \$5,000.00, for medium grade topdressing sand as funds were budgeted in the FY23/24 Budget pursuant to Section §31.11 (F)(5)(11)(C) of the City Code.

DISCUSSION: To continue to improve playability and recovery of the Greens, Tees and Fairways at the Miami Springs Golf & Country Club. We use this medium grade blend of sand as one of the many cultural practices that we use to top-dress various areas including the Tees, Fairways and Greens throughout the Golf Course to continue to allow the grass to mend together. We also use this product to replenish the sand inside the bunkers and make any repairs to our cart paths as necessary.

Submission Date and Time: 3/20/2024 9:25 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: _____	Dept./ Desc.: <u>Golf Course Maintenance</u>
Prepared by: <u>Laurie Bland</u>	Procurement: _____	Account No.: <u>001-5708-572-4651</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>45,000.00</u>
		Current request: \$ <u>5,000.00</u>
		Total vendor amount: \$ <u>50,000.00</u>

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF MEDIUM GRADE TOPDRESSING SAND FOR THE MIAMI SPRINGS GOLF & COUNTRY CLUB FROM FLORIDA SUPERIOR SAND, INC. IN AN AMOUNT NOT TO EXCEED \$5,000 FOR FISCAL YEAR 2023-24 UTILIZING THE TERMS AND CONDITIONS OF MIAMI-DADE COUNTY RTQ-01039 PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) is in need of medium grade topdressing sand (the “Supplies”) for the Miami Springs Golf & Country Club; and

WHEREAS, Miami-Dade County has an agreement with Florida Superior Sand, Inc. (the “Vendor”) for the Supplies pursuant to RTQ-01039 (the “County Contract”); and

WHEREAS, Section 31-11(E)(5) of the City’s Code of Ordinances (the “Code”) provides that purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector cooperative purchasing or not-for-profit companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases; and

WHEREAS, the City has an open purchase order with the Vendor for the Supplies utilizing the pricing of the County Contract, but needs to purchase additional Supplies in an amount not to exceed \$5,000, for a total amount not to exceed \$50,000 for fiscal year 2023-24; and

WHEREAS, in accordance with Section 31-11(E)(5) of the City’s Code, the City Council desires to approve the purchase of the Supplies from the Vendor in an amount not to exceed \$5,000, for a total amount not to exceed \$50,000 for fiscal year 2023-24 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 purchase of the Supplies from the Vendor consistent with the terms and conditions of the County Contract in an amount not to exceed \$50,000.

Section 3. Authorization. That the City Council hereby authorizes the City Manager 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, content, and legal sufficiency, and to expend budgeted funds in an amount not to exceed \$5,000, for a total amount not to exceed \$50,000 for fiscal year 2023-24.

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

Vice Mayor Jacky Bravo	_____
Councilman Jorge Santin	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 25th day of March, 2024.

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



March 19, 2024

RE: Miami Dade County BID - RTQ 01039

Dear Procurement Division,

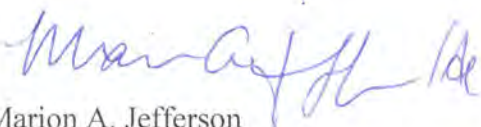
Due to an increase in the cost of sand at the *Ortona Sand Mine and the Palm City Sand Mine*, there will be an increase at both mines. This price change will take effect April 1, 2024.

However, we will honor the current/ open BID in place, RTQ 01039. Price quotes for materials ordered are and will continue to be provided upon request.

As always, we are committed to providing you with high quality products, superior service, and competitive pricing.

Very truly yours,

FLORIDA SUPERIOR SAND, INC.


Marion A. Jefferson
Secretary/Treasurer

Florida Superior Sand Inc.
P.O. Box 541896
Lake Worth, FL 33454-1896
Phone: 561-969-3112
Fax: 561-969-3114



**BID NO. RTQ-01039: FERTILIZER/PESTICIDE/LANDSCAPE MATERIALS
- PRE-QUALIFICATION OF VENDORS**

ROADMAP

CONTRACT OVERVIEW:

This contract allows for the pre-qualification of vendor to provide Fertilizers, Pesticides, Weed Killers, and Landscaping/Gardening Materials. The scope of work consists of lot clearing services in the following three groups: (1) Fertilizers, including but not limited to, granular/liquid fertilizers and nutrient spray additives; (2) Pesticides and weed killers, including but not limited to, insecticides, nematicides, miticides, herbicides, plant growth suppression, fungicides, adjuvants, adulticides, and larvicides; and (3) Landscaping/gardening materials, including but not limited to, mulch, Chattahoochee gravel, topsoil, and top dressing material.

CONTRACT TERM: 1/1/2020 – 12/31/2024

OTR YEAR: N/A

TOTAL CONTRACT VALUE: \$34,717,000.00

COMMODITY: 335-30 **BPO:** ABCW1900653

Business Unit Procurement Liaison:

DC	Department Name	Contact Name	Email
AV	Aviation	Neivy Garcia Sylvia Novela	ngarcia@miami-airport.com; Snovela@miami-airport.com;
PD	Police	Laura Romano	lromano@mdpd.com
PH	Public Housing & Community Dev	Indira Rajkumar-Futch	indi@miamidade.gov;
PR	Parks & Recreation	Fernando Robreno Christina Salinas-Cotter Perry Perez	Robreno@miamidade.gov; Christina.Salinas@miamidade.gov; Perry.Perez@miamidade.gov;
SP	Seaport	Andrew Hecker Gyselle Pino	andy.hecker@miamidade.gov; gmf@miamidade.gov;
SW	Solid Waste Management	Karina Careaga Michael Murphy	kcareaga@miamidade.gov; Michael.Murphy@miamidade.gov;
TP	Transportation & Public Works	Angela Mathews-Tranum Ana Rioseco Leticia Smith	angela.mathews@miamidade.gov; arioseco@miamidade.gov; lcsmith@miamidade.gov;
WS	Water & Sewer	Susan Pascual Fredrick Taylor	spascual@miamidade.gov; Fredrick.Taylor@miamidade.gov;

PROCUREMENT CONTRACTING OFFICER:

Orlando Martinez Jr.
Phone: (305) 375-3805
Email: marorl@miamidade.gov

**EVENT LOG**

ADD NO. ↓	DATE ISSUED ↓	EVENT ↓	AGENT ↓
13	05/24/2022	Mod # 20698: Romano, Laura K. (PD) requested \$10k for PD. PROS donated \$10k.	Orlando Martinez Jr.
12	05/11/2022	Mod # 20632: WASD requesting \$106k. PROS donate \$50k. DSWM donated \$56k.	Orlando Martinez Jr.
11	04/01/2022	Mod # 20369: New Vendor GL Turf Solutions LLC, for group 2 & 3 (472060601-01 / 0000060894)	Orlando Martinez Jr.
10	10/08/2020	Mod # 16393: Approved. New MAINTENANCE SERVICES 360 LLC (823095533 01) for groups 1, 2, & 3.	Orlando Martinez Jr.
9	08/11/2020	Mod # 16426: Approved. New Shell lumber to Group 2 & 3.	Orlando Martinez Jr.
8	06/05/2020	Mod # 15931: Approved. Transfer of \$6,170,000.00 from MT***** to MT16: \$6,122,000 & MT5603: \$48,000	Orlando Martinez Jr.
7	05/11/2020	Mod # 15758: Approved. New Vendor NUTRIEN AG SOLUTIONS INC (043769161-02) to Group 2.	Orlando Martinez Jr.
6	04/08/2020	Mod # 15532 approved. Addition of two new Vendors: EASY GRASS LLC (262054506-01) & FLORIDA SUPERIOR SAND INC (650085242-01)	Orlando Martinez Jr.
5	03/13/2020	Vendor add to contract: JW Special Services Inc. dba Just Wright Pest Control(SBE) for Group 1 & 2 Howard Fertilizer & Chemical Co Inc for Group 1 & 2	Orlando Martinez Jr.
4	02/27/2020	Vendor Trigon Turf Sciences LLC updated an added to Group 3	Orlando Martinez Jr.
3	01/27/2020	Mod # 14922 approved for New Vendor Clarke Mosquito Control Products Inc (363672438 / 01) under Group 2	Orlando Martinez Jr.
2	01/27/2020	Mod # 14901 approved New Vendor Adapco LLC (592574523 / 02) under Group 2. New Vendor Trigon Turf Sciences LLC (454071543 / 02) under Group 1 & 2.	Orlando Martinez Jr.
1	9/25/2019	Issue original roadmap	Orlando Martinez Jr.

PART #1: AWARDED VENDOR(S)

Vendor	Fein – Suffix / Supplier #	Mailing Address	Contact Name	Phone Number	Group Number	E-mail Address
Adapco LLC	592574523- 02	550 Areo Lane, Sanford, FL 32771	Kathy Russell	(407) 328-6519 / (800) 367-0659 x 6519	2	bids@myadapco.com
Clarke Mosquito Control Products Inc	363672438-01	3036 Michigan Avenue, Kissimmee, FL 34744	Frank Clarke	(407) 944-0520	2	fclarke@clarke.com
Easy Grass LLC	262054506-01	14181 SW 143rd court, Miami, FL 33186	Jorge Sanz	(305) 234-5800	3	jorge@easygrass.net
Florida Superior Sand Inc	650085242-01	6801 Lake Worth Rd., Ste. 124, Greenacres, FL 33467	Marion A. Jefferson	(561) 969-3112	3	fss5901@aol.com
Foliage Xpress Inc	650645501-01	PO Box 652031, Miami, FL 33265	Daryl Mund	(305) 218-7744	2 & 3	daryl@foliagexpress.com



FWR LLC	481263292 -01	9651 NW 89 Avenue Medley, FL 33178	Harvey Schneider	(305) 805-0033	3	flawood@bellsouth.net
Harrells LLC	261595082-01	5105 New Tampa Highway, Lakeland, FL 33815	Tristan Rosado	(954) 815-6089	1, 2, & 3	trosado@harrells.com
Helena Agri Enterprises, LLC dba Helena Chemical Company	710293688-02	P.O. Box 1758 Dade City, FL 33526	Julius Wright / Latasha McCollough	(352) 521-3538 (863) 557-0076	1 & 2	boggsj@helenaagri.com
Howard Fertilizer & Chemical Co Inc	590788131-01	8306 S. Orange Ave., Orlando FL 32809	Dale Anderson	(954) 444-7857	1 & 2	danderson@howardfert.com
GL Turf Solutions LLC,	472060601-01 / 0000060894	14470 SW 163 ST, Miami, FL 33177	Guillermo J. Lacayo	(786) 413-2783	2 & 3	Glacayo@comcast.net
JW Special Services Inc. dba Just Wright Pest Control(SBE)	364695521-01	1230 NW 87th Street, Miami, FL 33147	Julius Wright / Latasha McCollough	(786) 955-3356 / (786) 970-7665	1 & 2	juliuswright12@yahoo.com ms.tasha5572@gmail.com
Maintenance Services 360 LLC.	823095533-02	10664 SW 186 ST, Cutler Bay, FL 33157	John Bowen	(305) 878-6842	1, 2, & 3	johnb@mainserv360.com
Nutrien AG Solutions Inc.	043769161- 02	99 SW 14th Ave. Homestead, FL 32712	Stephanie Walters	(407) 466-8360	2	Stephanie.Walters@nutrien.com
Pro Grounds Products Inc	651052965-01	8834 SW 131st Street Miami, FL 33176	Kim Lautenslager	(305) 235-5101	3	pgp@progroundsproducts.com
Shell Lumber & Hardware Company	592003802-02	2733 SW 27 Ave, Miami, FL 33133	Jose Alvarez	(305) 856-6401	2 & 3	mbids@shelllumber.com
Siteone Landscape Supply LLC	364485550-04	1385 East 36th Street Cleveland, OH 44114	Bids Department	(216) 706-9250	2 & 3	bids@siteone.com
Trigon Turf Sciences LLC	454071543-02	9490 SW 148th Street, Miami, FL 33176	Chad Hayen / Thomas Tremblay	(954) 826-3684	1, 2, & 3	chadhayen35@hotmail.com / thomastremblay@me.com

PART #2: ITEMS AWARDED

Fertilizers, Pesticides, Weed Killers, and Landscaping/Gardening Materials services in the following three groups:

Group 1: Fertilizers, including but not limited to, granular/liquid fertilizers and nutrient spray additives.

Group 2: Pesticides and weed killers, including but not limited to, insecticides, nematicides, miticides, herbicides, plant growth suppression, fungicides, adjuvants, adulticides, and larvicides.

Group 3: Landscaping/gardening materials, including but not limited to, mulch, Chattahoochee gravel, topsoil, and top dressing material.

PART #3: INSTRUCTIONS FOR EACH SOLICITATION

This contract requires each acquisition to go through a competitive, spot market Request for Quote (RFQ), prior to the award of a Work Order (WO). Additional vendors that meet the pre-qualification requirements may be added by ISD Procurement Management via addendum. Always check the addenda log table before requesting a quote.

Request for Quotes may be issued for immediate services, or to establish pricing for a specified time period. Departments are to utilize the above **vendor contact information for the issuance of all RFQ's. These contacts listed above are authorized to respond to all County** requests and are to be included in each RFQ issued against the contract. Failure to utilize the above contacts for the vendors listed, may result in cancellation or **rejection of a RFQ solicitation. It is highly recommended that the RFQ's be issued via e-mail** for tracking and reporting purposes. Bid tabulations MUST be provided to vendors upon request, prior to award.



The user department is responsible to verify the Vendor's insurance and require license to make sure they are in compliance and up-to-date prior to award.

METHOD OF AWARD

RFQ's may be awarded to the vendors with the lowest price in the aggregate, per-group, or on a per-item basis.

LICENSES, PERMITS AND FEES

Vendors shall obtain and pay for all licenses, permits and inspection fees required to complete an awarded project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work. Damages, penalties and or fines imposed on the County, or on the vendor, for failure to obtain required licenses, permits or fines shall be borne by the vendor. Vendor shall submit to the using department the required licenses and / or permits defined in the Request for Quotations.

USER DEPARTMENT RESPONSIBILITY

It is the responsibility of the user Department to ensure compliance with the above-mentioned procedures. Purchase under this contract will be subject to random review or audit by County authorities, including the Procurement Management Services Division, Audit and Management, and the Office of the Inspector General.

RECORD RETENTION

For each purchase order issued under this contract, the user department shall maintain a record of the purchase including: market research performed, all quotes sought, all quotes obtained, required exception forms, and any other documentation supporting each purchase to ensure compliance and to establish the necessary accountability for audit. The record shall be maintained by the user department in a location (either electronic or paper) easily accessible for review or audit in accordance with the County Records Retention regulations.

PART #4: APPLICABLE ORDINANCES

Each Solicitation shall be consistent with the Master Procurement Implementing Order (I.O.) NO.3-38.

The Local Preference, Locally Headquartered Business, Cone of Silence, UAP & Inspector General Ordinances shall be applicable to each solicitation issued under this contract.

Small Business Contract Measures

A Small Business Enterprise (SBE) bid preference applies to all solicitation as described in Section 1, General Terms and Conditions.

The SBE/Micro Business Enterprise must be certified for the commodity listed above by bid submission deadline, at contract award for the duration of the contract to remain eligible for the preference.

Departments using Federal Funds

The County uses a variety of funding sources, including grants to pay for products and services that may prohibit the application of measures (Section 2.2); local preference (Section 1.10); IG (Section 1.26) and; UAP (Section 2.21). When a issuing a Request to Quote, (RTQ) you must identify the section(s) that are not applicable to the product and / or service being purchased in the form.



AGENDA MEMORANDUM

Meeting Date: 3/25/2024

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

Via: J.C Jimenez, City Manager

From: Aeemed Jaime, Procurement Specialist

Subject: Recommendation to Award a contract to Deviceful Sports Solutions LLC., DBA Valiente Tennis Academy the highest ranked and most responsive proposer, via Request for Proposals for Professional Tennis Management and Operations Services for the Miami Springs Tennis Center.

RECOMMENDATION: Recommendation by Professional Services that Council award and enter a Professional Services Agreement with Deviceful Sports Solutions LLC., DBA Valiente Tennis Academy, as the highest ranked and most qualified respondent to the City's Request for Proposals for Professional Tennis Management and Operations Services for the Miami Springs Tennis Center.

DISCUSSION: During the council meeting held last December, concerns were raised about the necessity for enhancements and renovations at the tennis center, as well as mention about revenue splits. Additionally, residents voiced their concerns to the council regarding scheduling conflicts and usage of the courts. Concurrently, the existing tennis management group's contract, scheduled to expire at the start of the fiscal year, prompted the city to prepare for a bidding process as per council recommendations.

On January 24th, 2024, the City published notice of this RFP on the City's website and on the DemandStar platform, which was broadcasted to 947 potential proposers. On January 30th a mandatory pre-proposal meeting was held and five (5) companies attended this meeting. On February 21st bids were received, four (4) were submitted via DemandStar and one (1) was physically submitted to the City Clerks office.

On March 4th, 2024 the City held an Evaluation Committee Meeting appointed by the City Manager where all proposals were reviewed and evaluated by a selection committee comprised of Lizette Fuentes, Assistant Public Works Director, Juan Garcia, Deputy City Clerk, Fred Gonzalez, Miami Springs Recreation Commission Chairperson, Christopher Hovde, Recreation Contracts Coordinator for the City of Doral, and Caitlin Smith, Special Events-Program Supervisor for Miami Springs. The Evaluation Committee ranked the 5 companies (Attachment "A"). The five (5) companies were short-listed via highest-ranked scoring criteria, in which Deviceful Sports Solutions LLC., DBA Valiente Tennis Academy (Attachment "B") was considered the highest ranked and most qualified respondent (Attachment "C" Proposal), following in second place was Miami Tennis Pro, Corp. and lastly following in third place was MGT Academy.

Deviceful Sports Solutions LLC, DBA Valiente Tennis Academy, was deemed the most responsive and responsible proposer. Their proposal encompassed sufficient staffing, court reservation software, and a revenue split of 70/30 with the city. Additionally, they outlined plans for upgrades to the tennis facility, including enhancements to the Pro Shop, installation of amenities like ice machines and shade canopies, as well as the potential installation of an outdoor training gym pending approval.

Additionally, Council may choose the Consultant it deems to be the lowest, most responsive, and responsible proposer, considering all aspects of the Proposal, and authorize the City Manager to execute a professional services agreement with the selected Consultant. In line with this recommendation, the council also retains the right to review

the top three consultants and request presentations from them if deemed necessary. Ultimately, the City Council holds the final authority to select the Consultant(s) and award any Professional Services Agreement(s).

Submission Date and Time: 3/19/2024 4:25 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>City Manager</u>	Dept. Head: _____	Dept./ Desc.: _____
Prepared by: _____	Procurement: _____	Account No _____
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>0.00</u>
Refer to above.		Current request: \$ _____
		Total vendor amount: \$ _____

RESOLUTION NO. 2024-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, SELECTING DEVICEFUL SPORTS SOLUTIONS LLC D/B/A VALIENTE TENNIS ACADEMY FOR PROFESSIONAL TENNIS MANAGEMENT AND OPERATION SERVICES FOR THE MIAMI SPRINGS TENNIS CENTER PURSUANT TO REQUEST FOR PROPOSALS NO. 01-23/24; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 24, 2024, the City of Miami Springs (the “City”) issued Request for Proposals No. 01-23/24 (the “RFP”) for professional tennis management and operations services (the “Services”) at the Miami Springs Tennis Center; and

WHEREAS, five sealed proposals were received by the RFP deadline; and

WHEREAS, on March 4, 2024, an Evaluation Committee appointed by the City Manager short listed firms and ranked Deviceful Sports Solutions LLC d/b/a Valiente Tennis Academy (the “Consultant”) as the most qualified firm for the Services; and

WHEREAS, the City Manager recommends that the City Council select the Consultant to perform the Services; and

WHEREAS, the City Council desires to select the Consultant and authorize the City Manager to negotiate and execute an agreement (the “Agreement”) with the Consultant for the Services in substantially the form attached hereto as Exhibit “A”; and

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

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

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

Section 2. Selection. That the City Council hereby selects Consultant for the Services.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to negotiate and execute the Agreement with the Consultant in substantially the form attached hereto as Exhibit “A,” subject to the approval of the City Attorney as to form,

content, and legal sufficiency. If an agreement cannot be reached with the Consultant, the City Manager is authorized to negotiate and execute an agreement with the next highest ranked firm until an agreement in the best interest of the City is reached.

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

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

Vice Mayor Jacky Bravo	_____
Councilman Jorge Santin	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 25th day of March, 2024.

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

DEVICEFUL SPORTS SOLUTIONS LLC

D/B/A VALIENTE TENNIS ACADEMY

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2024 (the “Effective Date”), by and between **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”) and **DEVICEFUL SPORTS SOLUTIONS LLC D/B/A VALIENTE TENNIS ACADEMY**, a Florida limited liability company (hereinafter, the “Consultant”).

WHEREAS, on January 24, 2024, the City issued Request for Proposals No. 01-23/24 (the “RFP”) for professional tennis management and operations services (the “Services”) at the Miami Springs Tennis Center (the “Facility”), all as set forth in greater detail in the Scope of Services attached hereto as Exhibit “A”; and

WHEREAS, the Consultant submitted the proposal (“Proposal”) attached hereto as Exhibit “B” in response to the RFP; and

WHEREAS, on [DATE], the City adopted Resolution No. 2024-XX, selecting the Consultant to provide the Services at the Facility in accordance with the Proposal, and authorizing the City Manager to negotiate and execute this Agreement; and

WHEREAS, the City and the Consultant will split revenues generated from the provision of the Services at the Facility in accordance with the revenue sharing schedule included in the Proposal attached hereto as Exhibit “B”; 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 at the Facility as set forth in the Scope of Services attached hereto as Exhibit “A” and in accordance with the Proposal attached hereto as Exhibit “B.”

- 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 one year thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the City Manager may renew this Agreement for four additional one-year periods on the same terms as set forth herein upon written notice to the Consultant.
- 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. The City and Consultant shall split revenues generated from the provision of the Services at the Facility in accordance with the revenue sharing schedule included in the Proposal attached hereto as Exhibit "B." All revenues generated from participant Registration, Tennis Programs, Pickleball Programs, Tennis/Pickleball Memberships, and Racquetball Memberships must be paid to the City within fourteen (14) calendar days after the end of each month, and revenues generated from Private Lessons must be paid to the City within fourteen (14) calendar days after each session. If the Consultant fails to pay the City its share of revenues within the timeframes specified herein, the Consultant shall pay the City \$16.67 per day in liquidated damages to cover the damages sustained by the City as a consequence of the Consultant's delay.
- 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: ☒.

9.1.5. Sexual Assault and Molestation (SAM) Insurance coverage in the amount of \$1,000,000 per occurrence, single limit.

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 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 Consultant that the City has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

29. Background Checks. Prior to the execution of this Agreement, the Consultant shall furnish the City with a copy of a screening and background check, including a criminal background check for Consultant, its officials, agents, employees or subcontractors providing Services under this Agreement. The Consultant shall be responsible for updating the City in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Consultant shall furnish the City with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the City Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the City shall select this box: ☒.

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

30.1. First Priority: Base Agreement;

30.2. Second Priority: RFP No. 01-23/24;

30.3. Third Priority: Exhibit A – Scope of Services;

30.4. Fourth Priority: Exhibit B – Proposal (if applicable);

31. 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: ☒.

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

CITY OF MIAMI SPRINGS

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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


ATTACHMENT “A”

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
HZIP LLC	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	20
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	12
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	5
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	10
	5	Price Proposal	20 Points	5
Comments:			Total: 100 Points	52

Print Name: Lizette Fuentes

Signature: 

Date: March 4th, 2024

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
Deviceful Sports Solutions	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	20
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	20
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	20
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	18
	5	Price Proposal	20 Points	15
Comments:			Total: 100 Points	91

Print Name: Lizette Fuentes

Signature: 

Date: March 4th. 2024

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
MGT Academy	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	10
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	15
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	15
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	20
	5	Price Proposal	20 Points	0
Comments:			Total: 100 Points	60

Print Name: Lizette Fuentes

Signature: 

Date: March 4th, 2024

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
Miami Tennis Pro, Corp.	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	15
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	20
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	15
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	
	5	Price Proposal	20 Points	17
<u>Comments:</u>			Total: 100 Points	67

Print Name: Lizette Fuentes

Signature: 

Date: March 4th, 2024

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
Mariana Andreoni Stewart	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	18
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	15
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	10
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	5
	5	Price Proposal	20 Points	10
Comments:			Total: 100 Points	58

Print Name: Lizette Fuentes

Signature: 

Date: March 4th, 2024

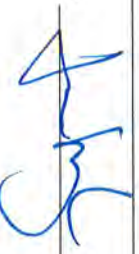
RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
HZIP LLC	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	15
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	20
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	10
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	10
	5	Price Proposal	20 Points	20
Comments: - Did not see experience with anyone municipally - No mention to what software would be use reservations, membership management			Total: 100 Points	75 75

Print Name: Juan Garcia

Signature: _____



Date: March 4th. 2024

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
Deviceful Sports Solutions	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	20
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	15
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	20
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	20
	5	Price Proposal	20 Points Total: 100 Points	20 95
Comments: - provide Complete proposal of reasonable price. - Experience with City of Coral Gables & charter schools.				

Print Name: Juan Garcia

Signature: 

Date: March 4th, 2024

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
MGT Academy	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	20
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	20
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	15
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	20
	5	Price Proposal	20 Points Total: 100 Points	0 75
<u>Comments:</u> - No prices included - Good proposal - great coaches mentioned.				

Print Name: Juan Garcia

Signature: _____



Date: March 4th, 2024

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
Miami Tennis Pro, Corp.	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	15
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	15
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	15
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	20
	5	Price Proposal	20 Points Total: 100 Points	20 85
Comments: - Experienced group of coaches - A lot of experience with municipal Parks - small group, would like to see how they split time between cities - Included a summer camp.				

Print Name: Juan Garcia

Signature: _____



Date: March 4th, 2024

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
Mariana Andreoni Stewart	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	15
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	15
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	15
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	10
	5	Price Proposal	20 Points Total: 100 Points	20 75
Comments: - small group of key staff. - more expensive proposal than other proposals. - did not have a lot of information on project projections & scope of project.				

Print Name: Juan Garcia

Signature: _____



Date: March 4th, 2024

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
Deiceful Sports Solutions	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	20
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	20
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	18
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	20
	5	Price Proposal	20 Points Total: 100 Points	15 93
<u>Comments:</u> Very Strong → involves all age players more consideration for military + seniors				

Print Name: Fred Gonzalez

Signature: _____



Date: March 4th, 2024

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
Miami Tennis Pro, Corp.	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	18
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	20
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	20
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	15
	5	Price Proposal	20 Points Total: 100 Points	17 90
Comments: <i>understands MS community</i> <i>Price break for seniors / MS</i>				

Print Name: Fred Gonzalez

Signature: 

Date: March 4th, 2024

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
MGT Academy	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	15
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	15
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	20
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	18
	5	Price Proposal	20 Points Total: 100 Points	N/A 68
Comments: <i>Detailed breakdown of lessons</i>				

Print Name: Fred Gonzalez

Signature: _____

Date: March 4th, 2024

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
HZIP LLC	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	10
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	20
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	5
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	5
	5	Price Proposal	20 Points	15
<u>Comments:</u>			Total: 100 Points	55

Print Name: Fred Gonzalez

Signature: 

Date: March 4th, 2024

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
Mariana Andreoni Stewart	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	10
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	10
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	15
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	5
	5	Price Proposal	20 Points Total: 100 Points	10 50
<u>Comments:</u> Thin proposal / No vision / lack of staff for size of program				

Print Name: Fred Gonzalez

Signature: _____


Date: March 4th, 2024

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
HZIP LLC	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	12
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	15
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	15
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	15
	5	Price Proposal	20 Points Total: 100 Points	17 74
Comments:				

Print Name: Christopher Hovde

Signature: 

Date: March 4th, 2024

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
Deviceful Sports Solutions	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	17
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	19
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	20
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	20
	5	Price Proposal	20 Points Total: 100 Points	16 92
<u>Comments:</u>				

Print Name: Christopher Hovde

Signature: _____

Date: March 4th, 2024

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
MGT Academy	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	18
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	20
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	20
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	18
	5	Price Proposal	20 Points Total: 100 Points	0 76
<u>Comments:</u> Outstanding Proposal. But price unfortunately received a zero as it was not listed!				

Print Name: Christopher Hovde

Signature: 

Date: March 4th, 2024

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
Miami Tennis Pro, Corp.	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	18
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	19
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	18
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	15
	5	Price Proposal	20 Points Total: 100 Points	18 88
<u>Comments:</u>				

Print Name: Christopher Hovde

Signature: 

Date: March 4th, 2024

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
Mariana Andreoni Stewart	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	19
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	16
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	16
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	15
	5	Price Proposal	20 Points Total: 100 Points	16 82
<u>Comments:</u>				

Print Name: Christopher Hovde

Signature: _____

Date: March 4th, 2024

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
HZIP LLC	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	10
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	10
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	6
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	6
	5	Price Proposal	20 Points	6
Comments:			Total: 100 Points	38

Print Name: Caitlin Smith

Signature: Caitlin Smith

Date: March 4th, 2024

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
Deviceful Sports Solutions	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	15
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	12
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	15
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	12
	5	Price Proposal	20 Points Total: 100 Points	10 64
Comments:				

Print Name: Caitlin Smith

Signature: Cait Smith

Date: March 4th, 2024

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
MGT Academy	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	10
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	12
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	12
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	8
	5	Price Proposal	20 Points	0
Comments:			Total: 100 Points	42

Print Name: Caitlin Smith

Signature: 

Date: March 4th, 2024

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
Miami Tennis Pro, Corp.	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	12
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	10
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	9
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	10
	5	Price Proposal	20 Points Total: 100 Points	8 49
<u>Comments:</u>				

Print Name: Caitlin Smith

Signature: Caitlin Smith

Date: March 4th, 2024

RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and
Operations Services for the Miami Springs Tennis Center

Consultant Name	Category	Criteria	Maximum Points	RANKING
Mariana Andreoni Stewart	1	Qualifications/Experience and Past Performance of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points	8
	2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points	7
	3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points	6
	4	Project Implementation Strategy The Firm's understanding of the City's needs, local conditions, goals, and objectives	20 Points	5
	5	Price Proposal	20 Points	5
Comments:			Total: 100 Points	31

Print Name: Caitlin Smith

Signature: Caitlin Smith

Date: March 4th, 2024

FINAL RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and Operations Services for the Miami Springs Tennis Center

Committee Member	HZIP LLC	Devicetful Sports Solutions	MGT Academy	Miami Tennis Pro, Corp.	Mariana Andreoni Stewart
Lizette Fuentes	52	91	60	67	58
Juan Garcia	75 75	95 95	75 75	85	75
Fred Gonzalez	55	93	68	90	50
Christopher Hovde	74	92	76	88	82
Caitlin Smith	38	64	42	49	31
Final Ranking	294	435	321	379	296

① ③ ② ④

Confirmed by: A. Gaine

Witnessed by: [Signature]

Date: March 4th 2024
September 12th, 2022 - A.J.

ATTACHMENT “B”

TOP THREE - RANKING SHEET

Request for Proposals # 01-23/24

for Professional Tennis Management and Operations Services for the Miami Springs Tennis Center

COMPANY NAME	<u>COMMENTS</u>	RANKING
Deviceful Sports Solution	Clear explanation of programming, Experience, cost savings & improvements to city, Pricing fair for offer, software	91

COMPANY NAME	<u>COMMENTS</u>	RANKING
Miami Tennis Pro Corp	Grant funding, municipal experience, fair pricing	67

COMPANY NAME	<u>COMMENTS</u>	RANKING
MGT Academy	Length in current programs, Experience, fair pricing	60

Print Name: Lizette Fuentes

Signature: _____



Date: March 4, 2024

TOP THREE - RANKING SHEET

Request for Proposals # 01-23/24

for Professional Tennis Management and Operations Services for the Miami Springs Tennis Center

COMPANY NAME	COMMENTS	RANKING
	Deviceful Sport Solutions - 1	95

COMPANY NAME	COMMENTS	RANKING
	Miami Tennis Pro - 2	85

COMPANY NAME	COMMENTS	RANKING
	H2R - 3	75

Print Name: Juan Garcia

Signature: 

Date: March 4, 2024

TOP THREE - RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and Operations Services for the Miami Springs Tennis Center

COMPANY NAME	<u>COMMENTS</u>	RANKING
Devicell Sports Solutions	Strongest proposal w/ vision for future	1

COMPANY NAME	<u>COMMENTS</u>	RANKING
Miami Tennis Pro. Core	Understands MS community but needs more vision	2

COMPANY NAME	<u>COMMENTS</u>	RANKING
MGT Academy	Excellent lessons breakdown	3

Print Name: Fred Gonzalez

Signature: 

Date: March 4, 2024

TOP THREE - RANKING SHEET

Request for Proposals # 01-23/24

for Professional Tennis Management and Operations Services for the Miami Springs Tennis Center

COMPANY NAME	COMMENTS	RANKING
Deviceful Sports Solutions		1

COMPANY NAME	COMMENTS	RANKING
Miami Tennis Pro, Corp.		2

COMPANY NAME	COMMENTS	RANKING
Mariana Andreea Stewart		3

Print Name: Christopher Hovde

Signature: 

Date: March 4, 2024

TOP THREE - RANKING SHEET

Request for Proposals # 01-23/24
for Professional Tennis Management and Operations Services for the Miami Springs Tennis Center

COMPANY NAME	COMMENTS	RANKING
Deiveful Sports Solution	detailed marketing plan for including local residents.	1

COMPANY NAME	COMMENTS	RANKING
Miami Tennis Pro	Understanding of local needs, programming.	2

COMPANY NAME	COMMENTS	RANKING
MGT	very detailed programming for expansion to the tennis and non-tennis communities alike.	3

Print Name: Caitlin Smith

Signature: Cait 88

Date: March 4, 2024

ATTACHMENT “C” (Proposal)



AGENDA MEMORANDUM

Meeting Date: 3/25/2024

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

Via: JC Jimenez, City Manager

From: Chris Chiocca, Finance Director

Subject: HRSMGMT, LLC Food and Beverage Concession Services

DISCUSSION:

The golf course closed for renovations on March 26, 2023. Last week on March 19, 2024 the course had a soft opening with limited players and increased time between tee times. It is expected that the course will increase rounds played in the upcoming months.

We have met with HRSMGMT, LLC on several occasions, and we agreed to forgive rent for the months of July 2023, August 2023, and half of the month of September 2023. The total amount of the requested forgiveness is \$15,235.86.

Unpaid rent payments are \$15,863.91, including amounts deferred from 2020, and sales tax.

Rent payments for the months of April 2024 to June 2024 are to be paid in full, including the amounts deferred and sales tax of \$628.05 from 2020.

RESOLUTION NO. 2024-____

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF
THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A
SECOND AMENDMENT TO THE CITY OF MIAMI SPRINGS
COUNTRY CLUB FOOD AND BEVERAGE
CONCESSIONAIRE AGREEMENT WITH HRS MGMT
GROUP, LLC; PROVIDING FOR AUTHORIZATION; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on July 29, 2019, the City of Miami Springs (the “City”) Council adopted Resolution No. 2019-3839, approving a Food and Beverage Concessionaire Agreement related to the Miami Springs Golf and Country Club (the “Agreement”) with HRS MGMT GROUP, LLC (the “Concessionaire”); and

WHEREAS, among other things, the Agreement provides for Concessionaire to make a total of \$216,000.00 in Annual Revenue Payments during the initial five year term of the Agreement, with the first monthly payment due January 1, 2020 following a six-month abatement period that began July 1, 2019; and

WHEREAS, because of the unprecedented difficulties, uncertainty, and health and safety concerns caused by the novel coronavirus/COVID-19, on August 20, 2020, the City and Concessionaire entered into a First Amendment to the Agreement to i) waive \$4,000.00 in past due payments for the months of March and April 2020; ii) waive the late fees and interest due on the past due payments for March 2020 through and including August 2020; and iii) amortize \$9,000.00 in past due payments from May 2020 through and including August 2020 over the remaining term of the Agreement; and

WHEREAS, the Concessionaire has since failed to make the revenue payments due for the time period commencing July 2023 through and including March 2024; and

WHEREAS, the City and Concessionaire have agreed to enter into a Second Amendment to the Agreement in substantially the form attached hereto as Exhibit “A” (the “Second Amendment”) in order to: (i) waive \$15,235.86 in past due payments from the time period commencing July 1, 2023, through and including September 15, 2023; (ii) waive the late fees and interest due on the past due payments for July 2023 through and including March 2024; (iii) provide for an option to renew the Agreement on a month-to-month basis, subject to Concessionaire’s payment of \$33,331.65 in certified funds on or

before March 25, 2024, to satisfy the past due payments from September 16, 2023 through and including March 1, 2024; and iv) provide for a revised monthly revenue payment in the amount of \$6,500 during any month-to-month renewal term for the Agreement; and

WHEREAS, the City Council approves of the Second Amendment and authorizes the City Manager to execute the Second Amendment on behalf of the City; and

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

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

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

Section 2. Approval. The City Council approves the Second Amendment with the Concessionaire in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. The City Council hereby authorizes the City Manager to execute the Second Amendment, in substantially the form attached hereto as Exhibit "A," subject to the approval of the City Attorney as to form, content, and legal sufficiency.

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

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

Vice Mayor Jacky Bravo	_____
Councilmember Jorge Santin	_____
Councilmember Dr. Walter Fajet, Ph.D.	_____
Councilmember Dr. Victor Vazquez, Ph.D.	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 25th day of March, 2024.

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

**SECOND AMENDMENT TO
CITY OF MIAMI SPRINGS COUNTRY CLUB FOOD AND BEVERAGE
CONCESSIONAIRE AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
HRS MGMT GROUP, LLC**

THIS SECOND AMENDMENT to the **CITY OF MIAMI SPRINGS COUNTRY CLUB FOOD AND BEVERAGE CONCESSIONAIRE AGREEMENT** (the “Second Amendment”) is entered into as of the _____ day of _____, 2024 (the “Effective Date of Second Amendment”), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”) and **HRS MGMT GROUP, LLC**, a Florida Limited Liability Company (the “Concessionaire”), collectively referred to as the “Parties.”

WHEREAS, on July 31, 2019, the City and Concessionaire entered into a Food and Beverage Concessionaire Agreement related to the Miami Springs Golf and Country Club (the “Agreement”); and

WHEREAS, among other things, the Agreement provided for Concessionaire to make a total of \$216,000.00 in Annual Revenue Payments during the initial five-year term of the Agreement, with the first monthly payment due January 1, 2020, following a six-month abatement period that began July 1, 2019; and

WHEREAS, because of the unprecedented difficulties, uncertainty, and health and safety concerns caused by the novel coronavirus/COVID-19, on August 20, 2020, the City and Concessionaire entered into a First Amendment to the Agreement to i) waive \$4,000.00 in past due payments for the months of March and April 2020; ii) waive the late fees and interest due on the past due payments for March 2020 through and including August 2020; and iii) amortize \$9,000.00 in past due payments from May 2020 through and including August 2020 over the remaining term of the Agreement; and

WHEREAS, the Concessionaire has since failed to make the revenue payments due for the time period commencing July 2023 through and including March 2024; and

WHEREAS, the City and Concessionaire have agreed to i) waive \$15,235.86 in past due payments from the time period commencing July 1, 2023, through and including September 15, 2023; ii) waive the late fees and interest due on the past due payments for July 2023 through and including March 2024; iii) provide for an option to renew the Agreement on a month-to-month basis, subject to Concessionaire’s payment of \$33,331.65 in certified funds on or before March 25, 2024, to satisfy the past due payments from September 16, 2023 through and including March 1, 2024, as adjusted by the terms of this Second Amendment; and iv) provide for a revised monthly revenue payment in the amount of \$6,500 during any month-to-month renewal term; and

WHEREAS, the City and Concessionaire have mutually agreed to modify the terms of the Agreement in accordance with the terms and conditions set forth in this Second Amendment.

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

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

2. **Amendment of Section 1.5 of the Agreement.** Section 1.5 of the Agreement is amended as follows:¹

1.5 Length of Term and Commencement Date of Agreement; Option. The term of the agreement shall commence retroactively to July 1, 2019 (the “Commencement Date”) and shall extend for a period of five (5) years thereafter (the “Term”) unless sooner terminated pursuant to the provisions of the agreement. The City shall have the option, but not the obligation, to extend this Agreement ~~for up to an additional five (5) years~~ on a month-to-month basis (each, a “Renewal Term”), in such intervals as if the City decides such renewal to be in its best interest.

3. **Amendment of Section 2.1 of the Agreement.** Section 2.1 of the Agreement is amended as follows:

2.1 Annual Revenue Payments.

(1) During the Term of the Agreement, the Concessionaire shall pay to the City Annual Revenue Payments totaling ~~\$212,000.00~~ \$197,760.87 during the term of the Agreement in monthly installments in accordance with the 5-Year Concession Fee Plan attached hereto as Exhibit “A,” by the first day of each month, in advance, without any prior demand therefore or any deduction, holdback, or setoff whatsoever. The initial monthly revenue payment to the City shall be paid on or before January 1, 2020. Any Annual Revenue payments hereunder for any fractional month shall be calculated and paid on a per diem basis using a 30-day month. ~~Annual Revenue payments shall be made payable to the City of Miami Springs and shall be delivered to the City of Miami Springs, Attn: William Alonso, City Manager, 201 Westward Drive, Miami Springs, FL 33166.~~

(2) During each Renewal Term, the Concessionaire shall pay to the City a monthly Revenue payment in the amount of \$6,500.00 by the first day of each month, in advance, without any prior demand therefore or any deduction, holdback, or setoff whatsoever, for a total Annual Revenue payment in the amount of \$78,000.00, in accordance with the 5-Year Concession Fee Plan attached hereto as Exhibit “A.”

(3) All payments shall be made payable to the City of Miami Springs and shall be delivered to the City of Miami Springs, Attn: J.C. Jimenez, City Manager, 201 Westward Drive, Miami Springs, FL 33166.

4. **Exhibit “A” of the Agreement Replaced.** Exhibit “A” of the Agreement is hereby

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

deleted in its entirety and replaced with Exhibit “A” to this Second Amendment.

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

6. **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.

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

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

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

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

CITY OF MIAMI SPRINGS

By: _____
J.C. Jimenez
City Manager

Attest:

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:

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

With a copy to:

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

CONCESSIONAIRE

By: _____

Name: _____

Title: _____

Entity: **HRS MGMT GROUP, LLC**

Addresses for Notice:

HRS MGMT GROUP, LLC
Attn: Smail Patrick Kemmache
1450 Ludlam Drive
Miami Springs, FL 33166
305-764-0364 (telephone)
pkemmache@yahoo.com (email)

With a copy to:

HRS MGMT GROUP, LLC
Attn: Yannick Kemmache
1450 Ludlam Drive
Miami Springs, FL 33166
305-804-5629 (telephone)
Ykemm001@fiu.edu (email)

5-YEAR CONCESSION FEE PLAN

	Y1(2019)	Y2(2020)	Y3(2021)	Y4(2022)	Y5(2023)	2024	2024
Jan		\$ 2,000.00	\$ 3,195.65	\$ 4,195.65	\$ 5,195.65	\$ 6,195.65	
Feb		\$ 2,000.00	\$ 3,195.65	\$ 4,195.65	\$ 5,195.65	\$ 6,195.65	
Mar		\$ -	\$ 3,195.65	\$ 4,195.65	\$ 5,195.65	\$ 6,195.65	
Apr		\$ -	\$ 3,195.65	\$ 4,195.65	\$ 5,195.65	\$ 6,195.65	
May		\$ -	\$ 3,195.65	\$ 4,195.65	\$ 5,195.65	\$ 6,195.65	
June		\$ -	\$ 3,195.65	\$ 4,195.65	\$ 5,195.65	\$ 6,195.75	
July		0	\$ -	\$ 3,695.65	\$ 4,695.65	\$ -	July
Aug		0	\$ -	\$ 3,695.65	\$ 4,695.65	\$ -	Aug
Sept		0	\$ 2,695.65	\$ 3,695.65	\$ 4,695.65	\$ 2,847.82	Sept
Oct		0	\$ 2,695.65	\$ 3,695.65	\$ 4,695.65	\$ 5,695.65	Oct
Nov		0	\$ 2,695.65	\$ 3,695.65	\$ 4,695.65	\$ 5,695.65	Nov
Dec		0	\$ 2,695.65	\$ 3,695.65	\$ 4,695.65	\$ 5,695.65	Dec
Yearly Total	\$ -	\$ 14,782.60	\$ 41,347.80	\$ 53,347.80	\$ 51,108.67	\$ 37,174.00	
5 Year Total	\$ 197,760.87						

\$ 6,500.00 If approved by Council
month to month
(\$78,000 annually)

Revenue forgiven:

Mar-20	\$ 2,000.00
Apr-20	\$ 2,000.00
	\$ 4,000.00

Revenue deferment:

May-20	\$ 2,000.00
Jun-20	\$ 2,000.00
Jul-20	\$ 2,500.00
Aug-20	\$ 2,500.00
	\$ 9,000.00 Amortized over 46 months \$195.65 + Tax 13.70 = 209.35

Revenue forgiven:

Jul-23	\$ 5,695.65
Aug-23	\$ 5,695.65
Sep-23	\$ 2,847.83
	\$ 14,239.13 Not including sales tax of \$996.74