

**RESOLUTION NO. 2023 – 4136**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CABALLERO FIERMAN LLERENA & GARCIA, LLP FOR THE CITY'S ANNUAL FINANCIAL AUDIT SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Section 218.39, Florida Statutes requires that the City of Miami Springs (the "City") provide annually for an audit of its financial statements; and

**WHEREAS**, in accordance with Section 218.391, Florida Statutes, the City undertook a selection process to select a firm to perform the required financial audit; and

**WHEREAS**, on April 9, 2018, the City Council adopted Resolution No. 2018-377 establishing an auditor selection committee pursuant to Section 218.391, Florida Statutes; and

**WHEREAS**, on May 17, 2018, the City issued Request for Proposals No. 02-17/18 ("RFP") for the financial audits; and

**WHEREAS**, the City received three (3) proposals by the RFP deadline of June 14, 2018; and

**WHEREAS**, the three firms' proposals were evaluated and ranked by the City's Auditor Selection Committee ("Committee"); and

**WHEREAS**, the Committee recommended to the City Council three firms deemed to be the most highly qualified to perform the required services after considering the factors established in Section 218.391(3)(a), Florida Statutes; and

**WHEREAS**, in accordance with Section 218.391, Florida Statutes, the City Council considered the Committee's recommendation, selected the top-ranked firm, Caballero Fierman Llerena & Garcia, LLP ("Auditor"), to conduct the City's annual financial audit, and on August 13, 2018 adopted Resolution No. 18-3799, approving an agreement (the "Agreement") with the Auditor; and

**WHEREAS**, for continuity of service and to allow the City the time to conduct a new solicitation process, the City wishes to increase the number of option years available

under the Agreement from four (4) one (1) year extensions to five (5) one (1) year extensions; and

**WHEREAS**, the City wishes to amend the Agreement substantially in accordance with the terms and conditions of the Amendment attached hereto as Exhibit “A” to provide for the additional option years and compensation amounts during the additional option years (the “First Amendment”); and

**WHEREAS**, the City Council authorizes the City Manager to execute the First Amendment, in substantially the form attached hereto as Exhibit “A”, with the Auditor and take action in furtherance hereof; and

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

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

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

**Section 2. Approval.** That the City Council hereby approves the First Amendment attached hereto as Exhibit “A” with the Auditor.

**Section 3. Authorization.** That the City Manager is hereby authorized, on behalf of the City, to execute the First Amendment in substantially the form attached hereto as Exhibit “A” with the Auditor, subject to approval by the City Attorney as to form, content, and legal sufficiency.

**Section 4. Implementation.** That the City Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution, including the expenditure of budgeted funds.

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

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

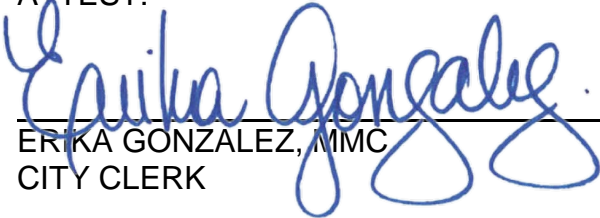
Vice Mayor Jacky Bravo	<u>YES</u>
Councilmember Dr. Walter Fajet, Ph.D.	<u>YES</u>
Councilmember Jorge Santin	<u>YES</u>

Councilmember Dr. Victor Vazquez, Ph.D. YES  
Mayor Maria Puente Mitchell YES

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

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

ATTEST:

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



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

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

**AMENDMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF MIAMI SPRINGS, FLORIDA  
AND  
CABALLERO FIERMAN LLERENA & GARCIA, LLP  
PURSUANT TO REQUEST FOR PROPOSALS NO. 02-17/18**

**THIS FIRST AMENDMENT TO AGREEMENT** (“First Amendment”) is made effective as of the 24th day of October, 2023 (the “Effective Date”), by and between **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”) and **CABALLERO FIERMAN LLERENA & GARCIA, LLP** (formerly known as Alberni Caballero & Fierman, LLP) (“Auditor”), who shall collectively be referred to as the “Parties.”

**WHEREAS**, Section 218.39, Florida Statutes requires that the City provide annually for an audit of its financial statements; and

**WHEREAS**, in accordance with Section 218.391, Florida Statutes, the City undertook a selection process to select a firm to perform the required financial audit; and

**WHEREAS**, on May 17, 2018, the City issued Request for Proposals No. 02-17/18 (“RFP”); and

**WHEREAS**, on August 13, 2018, the City Council adopted Resolution No. 2018-3799 selecting Auditor to audit the City’s financial statements for the fiscal year ending September 30, 2018 and for any fiscal year thereafter if the City renewed the agreement; and

**WHEREAS**, the City and the Auditor entered into an Agreement dated September 7, 2018 (“Agreement”) for the provision of auditing services as outlined in Request for Proposals No. 14-13 – Professional Auditing Services; and

**WHEREAS**, the City wishes to modify the Agreement in accordance with the terms and conditions set forth in this First Amendment; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the City and the Auditor agree as follows: <sup>1</sup>

1. **Recitals Incorporated**. The above recitals are true and correct and incorporated herein.
2. **Amendment of Section 5 of the Agreement**. Section 5 of the Agreement is amended as follows:

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

**Section 5. Compensation.** Auditor shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Auditor under this Agreement. Fees shall be paid in arrears each month, pursuant to Auditor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Auditor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager. The Auditor shall be compensated in accordance with the following compensation schedule:

- a. Year 1: \$31,000.00 (Audit Fees); \$3,500.00 (Single Audit Fee, if required)
- b. Year 2 (Option):\$31,000.00 (Audit Fees); \$3,500.00 (Single Audit Fee, if required)
- c. Year 3 (Option): \$31,000.00 (Audit Fees); \$3,500.00 (Single Audit Fee, if required)
- d. Year 4 (Option): \$31,000.00 (Audit Fees); \$3,500.00 (Single Audit Fee, if required)
- e. Year 5 (Option): \$31,000.00 (Audit Fees); \$3,500.00 (Single Audit Fee, if required)
- f. Year 6 (Option): \$42,500.00 (Audit Fees); \$6,500.00 (Single Audit Fee, if required)

3. **Amendment of Section 7 of the Agreement.** Section 7 of the Agreement is amended as follows:

**Section 7. Term of Agreement; Renewals.** This Agreement shall be for a period of one (1) year beginning on September 1, 2018 and ending on August 30, 2019. The City may renew the Agreement for up to ~~four (4)~~ five (5) additional one (1) year terms. Renewals are contingent upon satisfactory performance by the Auditor and availability of funds.

4. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.
5. **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.
6. **Defined Terms.** All initial capitalized terms used in this First Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.
7. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this First Amendment shall have the same force and effect as an original hereof.

