

TOWN OF MIAMI LAKES, FLORIDA AGENDA

Virtual Regular Council Meeting

June 8, 2021
6:30 PM
Government Center
6601 Main Street Miami Lakes, FL33014

Video stream of meetings can be viewed here:

https://pub-miamilakes.escribemeetings.com

Pages

- 1. PROCLAMATIONS, RECOGNITIONS, AND AWARDS (This shall take place prior to the meeting)
- 2. CALL TO ORDER
- MOMENT OF SILENCE
- 4. PLEDGE OF ALLEGIANCE
- 5. ORDER OF BUSINESS (DEFERRALS/ADDITIONS/DELETIONS)
- 6. PUBLIC COMMENTS

Please be advised that this public meeting is open to the public and will be held in Town Hall Government Center, 6601 Main Street, Miami Lakes, FL 33014. Public Meetings will be held at the physical meeting location stated above. Members of the public are welcomed to attend the meetings and facial coverings are recommended.

For access to the meeting agendas please visit www.miamilakes-fl.gov/agenda For Live video stream of meetings please visit www.miamilakes-fl.gov/meetings

Public Comments will be accepted by the following means:

- Members of the public may attend the meeting at the physical meeting location state above and deliver their public comments in person during the public comment portion of the agenda.
- You can also submit a Pre-recorded Video for Public Comments, by visiting https://www.miamilakes-fl.gov/remotecomments. Videos submitted cannot exceed 3 minutes and should be submitted one day before the meeting

- (1) A person wishing to submit a Remote Public Comment, will join the meeting via: https://www.miamilakes-fl.gov/remotecomments. You must have a working microphone and working web camera in order to submit a live remote public comments;
- (2) Call in live during the meeting to listen to the meeting via phone and/or call in live during the meeting to submit a public comment, to any of the following numbers:
- +1 786-635-1003
- +1 312-626-6799
- +1 929-205-6099
- +1 253-215-8782
- +1 301-715-8592
- +1 346-248-7799
- +1 699-900-6833

PLEASE ENTER THE MEETING ID# WHEN PROMPTED: 666 475 152#

Public Comments will be heard at the beginning of each meeting and once all are heard, Public Comments will be closed. Each speaker will be afforded (3) minutes to speak.

All comments or questions from the attending public shall be directed to the mayor, in a courteous tone. To ensure the orderly conduct and efficiency of the meeting, public comments shall be limited to three (3) minutes maximum per person.

No clapping, applauding, heckling, verbal outburst in support of, or in opposition to a speaker or his/her remarks shall be permitted. Should a member of the attending audience become unruly, or behave in any manner that disrupts the orderly and efficient conduct of the meeting, such person will be asked to leave the meeting. As a courtesy to others, all electronic devices must be set to silent mode to avoid disruption of the proceedings.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING SPECIAL ACCOMODATIONS TO PARTICIPATE IN THE MEETING SHOULD CALL TOWN HALL AT (305) 364-6100, BY 5 PM, NO LATER THAN (2) BUSINESS DAYS PRIOR TO THE MEETING FOR ASSISTANCE.

7. APPOINTMENTS

8. COMMITTEE REPORTS

a.	Cultural	∆ffaire	Com	nmittee
a .	Guiturai	Allalla	COIL	

8

9. SPECIAL PRESENTATIONS

10. CONSENT CALENDAR

Approval of Minutes a.

12

b. Optimist Park Playground Resurfacing Project (Angel, Hernandez) 32

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO UTILIZE CITY OF MIAMI CONTRACT 783382-24 WITH ROBERTSON INDUSTRIES. INC. WAIVING THE PROCUREMENT PROCEDURES: AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO ACCESS THE CITY OF MIAMI CONTRACTS AND TO IMPLEMENT THEIR TERMS AND CONDITIONS: AUTHORIZING THE TRANSFER OF FUNDS FROM THE INFRASTRUCTURE SINKING FUND CONTINGENCY RESERVE LINE ITEM TO AN EXPENSE LINE ITEM FOR MIAMI LAKES OPTIMIST CLUB; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

92

Agent and Broker of Record for Insurance Services (Garcia) C.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR RFQ 2021-21, TO A&A INSURANCE SERVICES FOR AGENT/BROKER OF RECORD FOR INSURANCE SERVICES; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Awarding of Professional Artist Service Agreement for the Miami Lakes d. MiGlo Walking and Biking Trail (Wilson)

192

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE SHORTLIST OF TOP THREE ARTISTS SELECTED BY TOWN'S MIGIO ARTIST SELECTION COMMITTEE: AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR THE CONSTRUCTION AND DESIGN OF ARTWORK WITH THE TOP RANKED ARTIST CAROLA BRAVO, AND IF AN AGREEMENT IS NOT REACHED, THE AUTHORITY TO NEGOTIATE WITH THE NEXT SUBSEQUENT RANKED ARTIST; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

e. Resolution in support of State Representative Fabricio's request to FIU to conduct an independent study on mine blasting effects (Blasting Advisory Board)

465

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, IN SUPPORT OF AN INDEPENDENT STUDY UNIVERSITY STUDY REGARDING THE EFFECTS OF MINE BLASTING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE TOWN CLERK; AND PROVIDING FOR AN EFFECTIVE DATE

f. Five (5) Year Stormwater Interlocal Agreement - Miami-Dade County (Acosta)

469

A RESOLUTION OF THE TOWN OF MIAMI LAKES, TOWN COUNCIL, APPROVING THE STORMWATER INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE PROVISION OF CANAL MAINTENANCE SERVICES; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUN PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

g. Miami-Dade County Joint Participation Agreement (Zayas)

490

A RESOLUTION OF THE TOWN OF MIAMI LAKES, TOWN COUNCIL, APPROVING AN JOINT PARTICIPATION AGREEMENT WITH MIAMIDADE COUNTY FOR ROAD IMPACT FEE DOLLARS; PROVIDING THE TOWN MANAGER WITH AUTHORITY TO EXECUTE JOINT PARTICIPATION AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

11. ORDINANCES-FIRST READING

a. Permeable Pavers (Fernandez)

510

AN ORDINANCE THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO LANDSCAPE REGULATIONS; AMENDING CHAPTER 13 "LAND DEVELOPMENT CODE", ARTICLE V "ALLOWABLE ENCROACHMENTS INTO THE REQUIRED YARDS

AND EXCEPTIONS TO THE MAXIMUM PERMITTED HEIGHTS", SECTION 13-1508 "DRIVEWAYS AND PARKING SPACES", DIVISION 6; CREATING A SUBDIVISION TO DIVISION 6; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE: AND PROVIDING FOR AN EFFECTIVE DATE.

12. ORDINANCES- SECOND READING (PUBLIC HEARING)

a. Amending Chapter 35, Article III, Division 7, Dockless Mobility (Zayas)

520

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO TRANSPORTATION REGULATIONS; AMENDING CHAPTER 35, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES", ARTICLE III, "COMMUNICATION FACILITIES IN PUBLIC RIGHT-OF-WAY", AT DIVISION 7, "DOCKLESS MOBILITY"; RELOCATING DIVISION 7 "DOCKLESS MOBILITY"; CREATING CHAPTER 20, "TRANSPORTATION"; CREATING ARTICLE I, "MULTIMODAL TRANSPORTATION"; RECREATING AND AMENDING DIVISION 5, "MICROMOBILITY DEVICES"; PERMITTING AND REGULATING THE PLACEMENT AND USE OF MICROMOBILITY DEVICES ON THE TOWN'S RIGHTS-OF-WAY; INTRODUCING FLEXIBILITY FOR IMPLEMENTATION: PROVIDING FOR FINDINGS OF FACT, INTENT AND PURPOSE: PROVIDING FOR REGULATIONS: PROVIDING FOR REPEAL OF LAWS IN CONFLICT: PROVIDING FOR SEVERABILITY: PROVIDING FOR INCLUSION INTO THE CODE: AND PROVIDING FOR AN EFFECTIVE DATE.

b. Stormwater System Revenue Bonds, Series 2021 (Diaz)

535

AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$15,500,000 AGGREGATE PRINCIPAL AMOUNT OF STORMWATER UTILITY SYSTEM REVENUE BONDS, SERIES 2021, TO PROVIDE FUNDS, TOGETHER WITH OTHER AVAILABLE MONEYS, TO FINANCE THE COSTS OF IMPROVEMENTS TO THE TOWN'S STORMWATER UTILITY SYSTEM; PROVIDING THAT DETAILS, TERMS AND OTHER MATTERS RELATING TO THE ISSUANCE OF THE BONDS SHALL BE ESTABLISHED OR PROVIDED FOR IN A SUPPLEMENTAL BOND RESOLUTION; PROVIDING THAT THE BONDS WILL BE SECURED AND PAYABLE FROM THE NET REVENUES OF THE TOWN'S STORMWATER UTILITY SYSTEM, AS MORE SPECIFICALLY DESCRIBED IN THE SUPPLEMENTAL BOND RESOLUTION; AUTHORIZING THE TOWN MANAGER TO PROCEED TO DEVELOP THE NECESSARY DOCUMENTS TO SELL AND ISSUE THE BONDS

AND TO DETERMINE THE SPECIFIC DETAILS OF THE BONDS WITHIN THE PARAMETERS SET FORTH IN THE SUPPLEMENTAL BOND RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NW 59th Avenue Roadway Extension Project Eminent Domain and Land C. Acquisition Funding (Diaz)

542

AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, PROVIDING FOR A SHORT TERM INTERFUND LOAN FROM UNRESTRICTED GENERAL FUND BALANCE TO CAPITAL FUNDS IN AN AMOUNT NOT TO EXCEED \$2,500,000; PROVIDING FOR TRANSFER OF FUNDS; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS: PROVIDING FOR CONFLICTS: AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

13. **RESOLUTIONS**

Budget Line Transfer - Stormwater a.

549

553

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, MODIFYING THE BUDGET APPROVED BY ORDINANCE NO. 20-269; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS RESOLUTION: PROVIDING FOR INCORPORATION OF RECITALS: AND PROVIDING FOR AN EFFECTIVE DATE.

14. **NEW BUSINESS**

a.	Updates on New Business Items (Alvarez)	553
b.	Portraits in Patriotism Curriculum (Dieguez)	554
C.	Budgeting Standard Operating Procedure (Cid)	558
d.	CDC Guidelines for Mask Requirements (Ruano)	559
e.	County-Wide LPR System (Fernandez)	560
	This item requires the wavier of Section 7.2 of the Special Rules of Order	
f.	5G Monetization (Dieguez)	561

^{*}This item requires the waiver of Section 7.2 of the Special Rules of

		Order*	
	g.	Hurricane Resilience (Cid)	562
	h.	Update on Council Special Rules Regarding Attendance (Ruano)	563
	i.	Protection of Town Property (Fernandez)	564
		This item requires the waiver of Section 7.2 of the Special Rules of Order	
	j.	Stormwater Improvement Funds/West Lakes Drainage Improvements (Cid)	565
	k.	Resolution Condemning Hatred and Violence against the Jewish Community (Fernandez)	566
		This item requires the waiver of Section 7.2 of the Special Rules of Order	
15.	MAY	OR AND COUNCILMEMBER REPORTS	
16.	MAN	AGER'S REPORTS	
	a.	Wall on 87th Avenue (Mesa)	568
	b.	Town Manager's Monthly Police Report (Major Ruiz)	569
	C.	Monthly Infrastructure Report (Acosta)	576
	d.	Monthly Report on Miami Lakes Optimist Park (Angel)	578
17.	ATTO	DRNEY'S REPORT	579
18.	ADJO	DURNMENT	
	there	meeting is open to the public. A copy of this Agenda and the backup fore, has been posted on the Town of Miami Lakes Website at miamilakes and is available at Town Hall, 6601 Main Street, Miami Lakes 33014.	



Town of Miami Lakes Memorandum

To: Honorable Mayor & Council

From: Chairman Neill Robinson

Subject: Committee Meeting Report

Date: June 8, 2021

Please see attached report and Minutes from the May 24th Committee Meeting.

Town of Miami Lakes: Cultural Affairs Committee **Report to the Town Council: June** 2021

MISSION STATEMENT: The mission of the Town of Miami Lakes Cultural Affairs Committee is to provide and promote cultural activities within the Town of Miami Lakes for the benefit and education of its citizens and those in the surrounding communities.

MEMBERSHIP:

Name:	Position:	Appointed by:
Neill Robinson	Chair	Manny Cid
Felicia Salazar	Vice Chair	Carlos Alvarez
Elsa Reus	Secretary	Manny Cid
Karla Acosta	Member	Marilyn Ruano
Edgar Alba	Member	Jeffrey Rodriguez
Denise Madan	Member	Luis Collazo
Esther Colon	Member	Tony Fernandez
Charles James	Member	Josh Dieguez
Diana Soto	Member	Luis Collazo
Ely Gonzalez	Member	Jeffrey Rodriguez
Suzanne Choopani	Member	Tony Fernandez
Mirelis Castilla	Member	Jeffrey Rodriguez
Nick Mastrovito	Member	Marilyn Ruano
George Lazo	Member	Josh Dieguez

On behalf of the Cultural Affairs Committee, we would like to provide this report on the cultural activities that the Committee discussed and approved at our May 24, 2021 Committee meeting. The events are as follows:

The new events include:

- Celebrating Mothers and the Gift of Life Event Due to the cost (\$3,394.00) of the movie fees, we would like to postpone this event until August. Committee Member Elsa Reus will be assisting on acquiring sponsors to cover the expenses.
- Pride Month Every year, during the month of June, the LGBT community gathers to celebrate in several different ways. We would like to request the transfer of \$1,500.00 from COF Concert on the Fairway to cover the expenses of this event. The event is scheduled for Saturday, June 26, 2021 at Shula's Hotel from 6:00pm to 10:00pm.
- Juneteenth also known as Freedom Day, Jubilee Day, Liberation Day, and Emancipation Day is a holiday celebrating the emancipation of those who had been enslaved in the United States. We would like to transfer \$700.00 from Black Cultural Affairs account to cover the expenses of the event. The event will take place on Saturday, June 19, 2021 at Roberto Alonso Community Center from 3:00pm 4:30pm.
- Father's Day Fishing Tournament We would like to request the transfer of \$700.00 from Hispanic Heritage account to the Father's Day Fishing Tournament to purchase additional fishing kits and to purchase the awards for the tournament.

Enclosed:

Minutes for 5-24-21

Town of Miami Lakes Cultural Affairs Committee Meeting on May 24, 2021 Minutes

Call to order: Meeting was called to order by Neill Robinson at 8:33 pm

Roll Call: Neill Robinson, Felicia Salazar, Elsa Reus, Charles James, Denise Madan, George Lazos, Esther Colon, Karla Acosta, Ely Gonzalez, Nick Mastrovito, Suzanne Choopani and William Sanchez (Town's Liaison).

Adoption of Minutes: The minutes of the Cultural Affairs Committee Meeting on April 26, 2021, to be approved. Motion by Felicia Salazar/Karla Acosta seconded/approved unanimously.

Public Comments: Neill Robinson welcomed new members Nick Mastrovito and Ely Gonzalez. Each provided a brief description of their background.

Old Business:

- Debriefing of the "Paint a Picture for Mom" activity. Neill Robinson emphasized that the CAC logo should be on all event items.
- Pride Month Sub-Committee minutes were reviewed by Esther Colon. Esther Colon made the motion that the budget be increased from \$700 to \$1500. Denise Madan seconded the motion. Chairperson Robinson called for a vote. The motion passed 8 to 3. Chairperson Robinson will request the budget increase of \$800 at the next Town Council Meeting.
- Father Son/Daughter Fishing Tournament will be held in June. William Sanchez is working on the logistics. Charles made a motion to move \$700 in addition to the original \$500 which is budgeted for this event for a total of \$1200. It was seconded by Esther Colon. Discussion and vote followed. The motion passed 10 to 1. Chairperson Robinson will request the budget increase of \$700 at the next Town Council Meeting.
- July 4th Celebration The CAC will send a virtual holiday greeting to the community. All members are asked to meet at 11:30 am on Saturday, July 1, 2021, at the Mary Collins Community Center wearing red, white and blue or their CAC shirt.
- ML Madden's Hammock Felicia Salazar had no further information.
- Symphony of the Americas Concert The concert is traditionally held in August. The venue and more information will be shared at the next meeting.

- Miami Lakes Cow Sculptures Brochure Felicia Salazar reported that the Graham Company along with Andrea Rechichi will be sharing their information from a data base that includes all the original artists, et.
- CAC Budget Review Please see Treasurer Esther Colon's report sent to William Sanchez.

New Business

- Sanctity of Life Movie Update The movie would cost \$3,494. Chairperson Robinson called for a discussion as it exceeds the \$700 budgeted for the event. Discussion included objections to the CAC showing a movie in the park as this is typically done by the Youth Committee, using the terminology "Sanctity of Life" as this is a day celebrated in January in objection to the Supreme Court ruling that a woman has the right of choice and the high cost of the event. The vote was held. The motion failed 7 to 4. The motion to budget \$3,494 for the movie did not pass.
- Juneteenth Celebration was discussed. A motion was made by Neill Robinson to move \$700 to cover the cost of a celebration at a local park which may include a proclamation from the Town of Miami Lakes, a speaker and/or music. The motion also included that this event be budgeted for \$1500 in the 2021-2022 CAC budget. The motion was seconded by Esther Colon. A vote was held and the motion passed 10 to 0 with one abstention.
- Charlie Rodriguez requested permission to promote a musical show in Miami Lakes to be sponsored by the CAC. Costs could be from \$15,000-\$50,000. After discussion, a motion was made by George Lazos and seconded by Charles James to decline this request at this time. The motion passed with a unanimous vote.
- Reopening Celebration Esther Colon made a motion that any monies left over from the 2020-2021 budget be used to celebrate the reopening of the Miami Lakes community. George Lazos seconded the motion. Chairperson Neill Robinson invited the new members to join this newly formed committee. The committee members are: Ely Gonzalez, Nick Mastrovito, Elsa Reus, Suzanne M. Choopani, Charles James, George Lazos, Esther Colon and Neill Robinson. A chairperson was not identified at this time.

Adjournment: Esther Colon made a motion to adjourn the meeting and it was seconded by Felicia Salazar. The meeting was adjourned at 10:04 pm.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Gina M. Inguanzo, Town Clerk

Subject: Approval of Minutes

Date: June 8, 2021

Recommendation:

Attached please find the following minutes for your review and approval:

• May 11, 2021 Regular Council Meeting Minutes

MINUTES Regular Council Meeting May 11, 2021 6:30 p.m. Government Center 6601 Main Street Miami Lakes, Florida 33014

1. SPECIAL PRESENTATIONS:

Mayor Cid welcomed everyone to the Council Meeting.

Father Julio DeJesus gave an invocation.

Mayor Cid and Councilmember Dieguez read the proclamation and in collaboration with the rest of the Town Council, presented the proclamation to RTVEMMAUS and the EMMAUS International Foundation for Pro-Life Month. Mayor Cid then recognized the following people: Homero Cruz, Ernie de la Cruz, Emmaus International Foundation Members and RTVEMMAUS, Marcos Gutierrez, Father Julio DeJesus, Marta Avila, Heartbeat of Miami, Marta Gonzalez and Knights of Columbus Chapter 4772 Father Lawrence Flynn Miami Lakes.

Homero Cruz and Marta Avila spoke about the option of adoption instead of abortion and emphasized the importance of creating awareness about pro-life month.

Mayor Cid in collaboration with the rest of the Town Council gave a proclamation to Pastor Stuart Bodin from Miami Lakes Methodist Church. Mayor Cid also gave the Stuart family the Key to the Town. The Mayor praised the excellent work done by Pastor Stuart and his family in our community and he thanked him for his service attitude; for taking the Pumpkin Patch to another level; for establishing and growing the Christmas ministry, weekly men's breakfasts, weekly Bible studies, ministries at the Palm Spring North area; for providing food during the pandemic among other great services. Mayor Cid also praised Ms. Gloria Bodin and her participation and work with the bible studies and with neighboring communities and he also mentioned and thanked the active work of all their children and their participation in so many service ministries. May 11th, 2021 was proclaimed the Bodin Family Day in Miami Lakes.

Mayor Cid asked Ms. Karla Acosta and the Chen Senior Medical group to approach the podium and recognized their work and efforts in providing vaccines that were given to more than 150 Miami Lakers. Mayor Cid thanked them for serving our community and especially serving our seniors and then he in collaboration with the Town Council, proceeded to given them a certificate of appreciation. Vice Mayor Collazo also thanked and acknowledge that Chen Senior Medical group for always assisting and partnering with the Town of Miami Lakes and the senior community.

2. ROLL CALL:

The Town Clerk, Gina M. Inguanzo, called the roll at 6:44 pm with the following Councilmembers being present: Josh Dieguez, Tony Fernandez, Jeffrey Rodriguez, Vice Mayor

Luis E. Collazo and Mayor Manny Cid. Councilmember Marilyn Ruano joined the meeting at 7:22 pm and Councilmember Carlos O. Alvarez joined the meeting at 9:53 pm.

3. MOMENT OF SILENCE:

Pastor Stuart Bodin from the Miami Lakes Methodist Church led the prayer.

Ariel Fernandez led a moment of mediation from Better You Minute via zoom.

4. PLEDGE OF ALLEGIANCE:

Pledge of the Allegiance was led by Councilmember Tony Fernandez.

5. ORDER OF BUSINESS (DEFERRALS/ADDITIONS/DELETIONS):

Mayor Cid asked for Item 15C to be combined with Item 12Ai. Councilmember Rodriguez motioned to approve the New Order of Business. The motion was seconded by Councilmember Fernandez and all were in favor. Councilmember Ruano and Councilmember Alvarez were absent.

6. PUBLIC COMMENTS:

The Town Clerk, Gina M. Inguanzo, read the instructions of proper decorum that are to be respected and followed in the Council Chambers of the Town of Miami Lakes and that are to be respected also in hybrid meetings.

Mr. Jorge L. Conforme came to the Council Chambers and participated in-person Public Comments. He spoke in support of Item 10A and he commended Town staff for drafting an ordinance that allows to have flexibility and to respond to the needs of the residents and at the same time, provide safety measures; he also stated that micromobility has shown that it will reduce traffic congestion and be reliable.

Ms. Bonnie Cintron came to the Council Chambers and participated in-person Public Comments. She stated that she hopes the Town Council follows up on the recommendation given by Ms. Claudia Luces regarding the effects of the blasting on the bridges and also about the paving of the crosswalk. Ms. Cintron stated that she thinks it is an excellent idea to divide the regular council meeting into two separate meetings; she stated that there is no need to have a sign language translator in every meeting and that it should be only when the need is requested. She also stated that when she first heard about the open mic sessions prior to the regular council meetings, she welcomed the idea but that that now she thinks that due to the fact that the elected officials have busy schedules and might not all be available to participate, she thinks it would be better to perhaps have a once a month, scheduled short meeting — only one hour- for the

residents to communicate with the elected officials in an informal way- no motions to be madeonly an opportunity for the people's suggestions to be heard.

Mr. Daniel Gonzalez came to the Council Chambers and participated in-person Public Comments. He thanked the Town Council for allowing him to serve this community, for he was being appointed to the Veterans Committee.

Ms. Esperanza Hope Reynolds participated in Public Comments via telephone. She stated that due to the excellent communication skills of the Town Manager Ed Pidermann, residents like her have been able to work and eliminate issues with Town staff, specifically with the Building Department; she thanked Building Department Official Mike Mesa for his outstanding job; she stated that working with Town Planner Susana Alonso has been great and beyond their expectations; she mentioned that Florida Statues are constantly revised and that many resent the challenge of a continuously changing code, ordinances and resolutions – that at the HOA level, they work with static governing documents that were written in the 1980's and have served our communities well but that communications have to be improved; she thanked Vice Mayor Collazo and Councilmember Ruano for listening to their concerns and improving communications, she thanked Jeremy Bajdaun for providing assistance regarding the hurricane season; she also stated that she would like to invite Town Manager Pidermann to address their HOA in July and Town Clerk Gina Inguanzo in the month of September. She thanked everyone and wished them all a wonderful month.

Mr. Alvin Murray participated in Public Comments via telephone. He stated that he is the director and president of the Miami Lakes United Soccer Club and he thanked everyone for being allowed to be part of the town.

Ms. Mavi Mastrovito participated in Public Comments via telephone. She stated that she is very happy and appreciative of this meeting taking place and excited for the farmers market taking place every Saturday.

Mr. Will Sours participated in Public Comments via telephone. He stated that he is the general manager for a micromobility provider with offices in Doral, Florida. He stated that he is in support of the Dockless mobility ordinance being presented to the Town Council and in support of the proposed new transit options being provided to the residents of Miami Lakes; he mentioned that Emory University conducted a study that shared findings that e-scooters can increase restaurant revenue, and that they connect residents and visitors with restaurants and other transit services, while reducing traffic congestion; he also mentioned that his company is operating in the city of Orlando and well as in other cities across the country and in Europe. If selected to operate in Miami Lakes, he would be ready to partner with organizations to conduct safety outreach events to educate residents on how to use our service and ready to pass helmets; he thanked the Town Council for the opportunity to be part of the Town of Miami Lakes.

Mr. Angelo Garcia participated in-person Public Comments. He stated that when the Town Council speaks from the Dais addressing the public, everything is crystal clear but when the residents speak, it sounds muffled. He mentioned that when people address the Town Council, the quality of the sound is bad.

Mr. Ray Garcia participated in Public Comments via telephone. He commented on Item 12A and questioned about the cost of the dugouts -if it includes the backstop area or if it is an additional cost; he also mentioned that he has always been a big proponent of mobility in this town and of including bike lines in this town and that he has participated with his children in many of the bike events hosted by the town; that regarding docked bikes and undock scooters – sometimes it can be a problem. He opined that docked stations makes it a lot cleaner and a lot simpler for the town; that he is in support of the item but that they have to have docked stations.

Mr. Boris Forster participated in Public Comments via telephone. He commented about the accessibility of the town's officials and Town staff and that he is very impressed and pleasantly surprised with Miami Lakes officials and staff; that his HOA has had questions and that staff has been providing them with answers in a professionally manner. He mentioned that his HOA had questions and issues regarding the perimeter wall and that Town staff exceeded their expectations; he mentioned that Mr. Danny Angel and Mr. Jeremy Bajdaun assisted them in a very prompt and responsible manner; he thanked Mr. Mike Mesa and Ms. Susana Alfonso for their work and for meeting with them and answering questions; he also thanked the Town Manager and Vice Mayor Collazo and Councilmember Ruano for listening to their concerns and for being helpful.

Ms. Claudia Luces participated in-person Public Comments. She stated that she came before the Town Council to speak on Item 13E. Ms. Luces stated that public meetings should stay structured and remain in the same way they have always been; that it is important for residents to attend these meetings and that it's very important for councilmembers to attend these meetings as well as Town staff; she opined that Town staff should be in attendance of these meetings to answer questions that may arise; she mentioned that it would be a disservice to the public if you change the structure.

Written Public Comments-

The Town Clerk mentioned that one written public comment was received and that it was from Ms. Esperanza Hope Reynolds. Town Clerk Inguanzo also stated that Ms. Reynolds' email was sent to the Town Council and that she printed and placed them on the Dais, for their convenience.

7. APPOINTMENTS:

Mr. Daniel Gil Gonzalez to the Veterans Committee by Vice Mayor Collazo

Ms. Ely Gonzalez to the Cultural Affairs Committee by Councilmember Rodriguez

Mr. Peter Thomas to the Blasting Advisory Board by Mayor Cid

Ms. Jaqueline Lebeda to the Elderly Affairs Committee by Councilmember Alvarez

Mr. Jose Llano to the Economic Development Committee by Councilmember Rodriguez

Mr. Eric Brandon to the Economic Development Committee by Mayor Cid

Mr. Geminis Garcia to the Veterans Committee by Councilmember Alvarez

Mr. Ricardo Gonzalez to the Building Ad Hoc Committee by Town Manager Ed Pidermann

Mr. Nick Mastrovito to the Cultural Affairs Committee by Councilmember Marilyn Ruano

Councilmember Dieguez motioned to approve the appointments and it was seconded by Councilmember Fernandez. The motion passed 5-0; Councilmember Ruano and Councilmember Alvarez were absent.

8. COMMITTEE REPORTS

A. Blasting Advisory Board

Chairman Miguel Martinez reported that during the last month, there has been a lot of action taking place to create awareness towards the blasting effects in our community and he expressed his appreciation towards the community in general; he spoke about a report which serves as scientific proof of what our structures are suffering due to the blasting. He also mentioned that the report is about ground vibrations -blasting versus earthquakes.

Chairman Martinez reported that the BAB is requesting the following actions from the Town Council:

- 1) for a letter that he drafted in collaboration with Dr. Bennet -the former BAB Chair-to be placed on the Town's Website, in order for affected property owners to be able to digitally sign the letter. Then, this letter can be sent out to the President of the United States, in support of the letter that Mayor Cid sent the President. Also, he would like for the letter to be signed by Senator Graham. For the TOML to modify their application to include a "form filler of sorts" to allow individuals to sign and submit electronically. The intent of these records would be to create statistical date of a problem affecting us all.
- 2) Chairman Martinez thanked Ms. Hope Reynolds for coming up with the great idea of creating a Bike Blast Ride to take place throughout the Town and for this to be led by State Representative Fabricio and State Representative Rizo; that this Bike Ride would create awareness of the blasting effects and of the BAB.
- 3) The BAB would like to create a Blasting Day to inform the community about the destruction of our properties; perhaps for this to take place in another community and to extend this to other committees.
- 4) Chairman Martinez also mentioned that State Representative Fabricio stated the intent of an unbiased study performed through a local university- FIU; thus, the BAB would like to issue a resolution that encourages the study but in full support of it. The local university to be FIU.

Mayor Cid made a motion to accept the Committee Report, to place the letter in the Town Website, to accept the Bike Rides and to accept the resolution that the committee is requesting. The motion was seconded by Vice Mayor Collazo. All were in favor. Councilmember Alvarez was absent.

B. Special Needs Advisory Board

Chairwoman Vivian Levy presented the report on behalf of the SNAB and mentioned events that the committee held and on the future projects to be held.

Chairwoman Levy stated that the SNAB wants the Matthew Palacios park to be showcased in the Town's website, because of its importance to the community, for it being a boundless

park. She stated that the park needs to be fixed and requested that \$10,000 be re-allocated from life-skills to be allocated to the Matthew Palacios Playground.

Vice Mayor Collazo then motioned to move \$10,000 to go to the park. Councilmember Ruano seconded the motion. All were in favor. Councilmember Alvarez was absent.

Town Manager Pidermann that this should be discussed during the discussion of Item 12A.

Mayor Cid made a motion to accept the committee's report. It was seconded by Vice Mayor Collazo and all were in favor. Councilmember Alvarez was absent.

9. CONSENT CALENDAR:

Councilmember Dieguez made a motion to move the Consent Calendar. The motion was seconded by Councilmember Fernandez. The motion passed 6-0; Councilmember Alvarez was absent.

A. Approval of Minutes

- April 13, 2021 RCM
- April 19, 2021 Special Call Meeting
- April 21, 2021 Attorney-Client Executive Session

The item was approved on Consent Calendar.

B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR RFP 2021-19, TOWN FIREWORKS DISPLAY TO ZAMBELLI FIRWORKS IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

The item was approved on Consent Calendar.

C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO APPLY FOR AND IF GRANTED ACCEPT THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT TO PROVIDE FUNDING FOR THE NW 151 STREET NW 153 STREET OVERLAY PLAN IN AN AMOUNT NOT TO EXCEED \$50,000; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO APPLY FOR AND IMPLEMENT THE TERMS AND CONDITIONS OF THE GRANT; PROVIDING FOR AUTHORITY TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

The item was approved on Consent Calendar.

D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO APPLY FOR AND IF GRANTED ACCEPT THE JORGE M. PEREZ FAMILY AT THE MIAMI FOUNDATION 2021 PEREZ CreARTE GRANT TO PROVIDE FUNDING FOR MIAMI LAKES UTILITY BOXES ARTS ACCESS PROJECT IN AN AMOUNT NOT TO EXCEED \$75,000; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO APPLY FOR AND IMPLEMENT THE TERMS AND CONDITIONS OF THE GRANT; PROVIDING FOR AUTHORITY TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

The item was approved on Consent Calendar.

E. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A LICENSE AND USE AGREEMENT WITH THE MIAMI LAKES UNITED SOCCER CLUB, INC FOR A MULTI-YEAR PERIOD FOR USE OF MIAMI LAKES OPTIMIST PARK AND ROYAL OAKS PARK; AUTHORIZING the TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

The item was approved on Consent Calendar.

F. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF CONTRACTS FOR ITB 2021-24, STORM DRAINAGE SYSTEAM CLEANING SERVICES TO CLEAN GROUNDS, INC., ENVIROWASTE SERVICES GROUP, INC., AND SHENANDOAH GENERAL CONSTRUCTION IN AMOUNTS NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

The item was approved on Consent Calendar.

G. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO APPLY FOR AND IF GRANTED ACCEPT THE OFFICE OF CRIMINAL JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO APPLY FOR AND IMPLEMENT THE TERMS AND **CONDITIONS** OF THE GRANT: PROVIDING FOR AUTHORITY TO EXPEND **BUDGETED** FUNDS:

PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

The item was approved on Consent Calendar.

10. ORDINANCE-FIRST READING

A. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO TRANSPORTATION REGULATIONS; AMENDING CHAPTER 35, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES", ARTICLE III, "COMMUNICATION FACILITIES IN PUBLIC RIGHT-OF-WAY", AT DIVISION 7, "DOCKLESS MOBILITY"; RELOCATING DIVISION 7 "DOCKLESS MOBILITY"; CREATING CHAPTER 20, "TRANSPORTATION": CREATING ARTICLE I, OPTIONS"; "MULTIMODAL TRANSPORTATION RECREATING AMMENDING DIVISION 5, "DOCKLESS MOBILITY"; PERMITTING AND REGULATING THE PLACEMENT AND USE OF DOCKLESS DEVICES ON THE TOWN'S RIGHTS-OF-WAY; INTRODUCING **FLEXIBILTY FOR** IMPLEMENTATION; PROVIDING FOR FINDINGS OF FACT, INTENT AND PURPOSE; PROVIDING FOR REGULATIONS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

The Town Attorney Raul Gastesi read the title of the ordinance into the record.

Councilmember Dieguez moved to adopt the ordinance in first reading and it was seconded by Councilmember Fernandez.

Vice Mayor Collazo thanked Town staff Mike Zayas, Transportation Manager from TOML, for explaining to him his thought process and answering all the questions he had regarding this item, for making safety a priority and ameliorating some of Vice Mayor's concerns.

The Town Clerk called the roll and the motion passed 6-0; Councilmember Alvarez was absent.

B. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$15,500,000 AGGREGATE PRINCIPAL AMOUNT OF STORMWATER UTILITY SYSTEM REVENUE BONDS, SERIES 2021, TO PROVIDE FUNDS, TOGETHER WITH OTHER AVAILABLE MONEYS, TO FINANCE THE COSTS OF IMPROVEMENTS TO THE TOWN'S STORMWATER UTILITY SYSTEM; PROVIDING THAT DETAILS, TERMS AND OTHER MATTERS RELATING TO THE ISSUANCE OF THE BONDS SHALL BE ESTABLISHED OR PROVIDED FOR IN A SUPPLEMENTAL BOND RESOLUTION; PROVIDING THAT THE BONDS WILL BE SECURED AND PAYABLE FROM THE NET REVENUES OF THE TOWN'S STORMWATER UTILITY SYSTEM, AS MORE SPECIFICALLY DESCRIBED IN THE SUPPLEMENTAL BOND RESOLUTION; AUTHORIZING THE TOWN MANAGER TO PROCEED TO DEVELOP THE NECESSARY DOCUMENTS TO SELL AND ISSUE THE BONDS AND TO DETERMINE THE SPECIFIC DETAILS OF THE BONDS WITHIN THE PARAMETERS SET FORTH IN THE

SUPPLEMENTAL BOND RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Town Attorney Raul Gastesi read the title of the ordinance into the record.

Councilmember Rodriguez moved to adopt the ordinance in first reading and it was seconded by Councilmember Fernandez.

The Town Clerk called the roll and the motion passed 6-0; Councilmember Alvarez was absent.

C. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING AND PROVIDING FOR A SHORT TERM INTERFUND LOAN FROM UNRESTRICTED GENERAL FUND BALANCE TO CAPITAL FUNDS IN AN AMOUNT NOT TO EXCEED \$2,500,000; PROVIDING FOR TRANSFER OF FUNDS; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CONFLICTS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Town Attorney Raul Gastesi read the title of the ordinance into the record.

Town Manager Pidermann presented the item and explained that this is a temporary transfer of cash from the general fund to the capital fund, to have the cash available, to have cash to deposit with the registry of the court in the eminent domain case process.

Councilmember Fernandez moved to adopt the ordinance in first reading and it was seconded by Councilmember Fernandez. The Town Clerk called the roll and the motion passed 6-0; Councilmember Alvarez was absent.

11. ORDINANCE IN SECOND READING:

A. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA; AMENDING CHAPTER 13 OF THE TOWN OF MIAMI LAKES CODE OF ORDINANCE, CREATING ARTICLE XII TITLED "NAMING RIGHTS AND SPONSORSHIP POLICY" PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Gastesi read the title of the ordinance into the record.

Councilmember Dieguez presented the item. He explained that this ordinance is trying to set some basic criteria for those who wish to sponsor a Town event or perhaps even support the naming of a Town facility; he stated that this is trying to be proactive by developing a policy that respects the values of the town but also complies with the first amendment. Councilmember Rodriguez seconded the motion.

Mayor Cid opened the public hearing. There being no one wishing to speak, Mayor Cid closed the public hearing.

The Town Clerk called the roll and the ordinance in second reading passed 6-0. Councilmember Alvarez was absent.

12. RESOLUTIONS:

A. OPTIMIST PARK ENHACEMENT OPTIONS (Angel)

1) A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO UTILIZE THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, CONTRACT RFP NO 18/19-2 WITH REP SERVICES, INC. PURSUANT TO SECTION 7 OF ORDINANCE 17-203 (THE TOWN'S PROCUREMENT ORDINANCE); AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

This item was combined with Item 15C.

Mr. Danny Angel, Parks & Recreation Director, presented the item. He reported that a virtual meeting with Miami-Dade County Public Schools is scheduled to take place Wednesday, May 19th; that at said meeting they will go over the anticipated revised conceptual design, in order to get some steps in the right direction on the joint use agreement and consequently move forward with this project. Mr. Angel stated that regarding the dugout option, Town staff evaluated a cooperative opportunity with Clay County and he presented to the Town Council an option that is within the Town budget; that this option meets the scope of what the Town Council requested.

Mr. Angel answered questions posed by the Town Council and stated that a person who wishes to remain anonymous donated his time and services and corrected the problems from Field #5. Mr. Angel was asked to emit his professional opinion and he stated that he would recommend to hold-off on pursuing the dugout option, at least until the meeting with the Miami Dade County Public School Board takes place.

Vice Mayor Collazo made a motion to move the item and it was seconded by Councilmember Rodriguez. After discussion, Vice Mayor Collazo withdrew his motion because the Town Council agreed that this item should be put on hold for now, at least until the meeting with the School Board takes place and until the Town Council knows what they are going to do with the project as a whole, to perhaps come back with options on projects that will not be affected by the re-design.

On this matter, Town Manager Pidermann went on to explain that a Town workshop will be scheduled to take place in the next 2 or 3 months – by then the agreement between the TOML and the School Board will be completed, and that at that Town workshop, Town staff will then talk about the design, different options and funding options.

Vice Mayor Collazo then made a motion to allocate monies towards purchasing portable dugouts, for Pinto A and Pinto B fields; he explained that these portable dugouts could be repurposed in the future and can be taken to alternative parks and this would provide an immediate benefit to the park. The motion was seconded by Mayor Cid.

Councilmember Ruano then made an amendment to Vice Mayor Collazo's motion to include \$10,000 for the repairs of the Boundless Mathew Palacios Park. The motion was seconded by Councilmember Fernandez.

Mr. Angel explained that the price tag to repair the Mathew Palacios Park is approximately \$32,000 and he understands that this project could be done via the sinking funds option. Mr. Angel mentioned that he would like to present this to the Town Council in the June meeting. After Mr. Angel's explanation, Councilmember Ruano withdrew her amendment.

Vice Mayor Collazo's motion to purchase portable dugouts was approved unanimously. Councilmember Alvarez was absent.

Vice Mayor Collazo then proceeded to make another motion,- to repay the anonymous person who donated the funds to repair Field #5, to re-imburse the unknown angels for any and all expenses that they incurred in relation to repairs. The Town Manager suggested that Mr. Angel do some research and find out who was the unknown angel and come back with recommendations to discourage future unknown angels from doing this in the future and to discuss this in the June regular council meeting.

OPTIMIST PARK ENHACEMENT OPTIONS (Angel)

2) A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PURCHASE OF GOODS AND SERVICES FOR COURT RESURFACING IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO UTILIZE THE MARTIN COUNTY BOARD OF COMMISSIONERS CONTRACT RFB2019-3106 WITH SPORT SURFACES LLC. PURSUANT TO SECTION 7 OF ORDINANCE 17-203 (THE TOWN'S PROCUREMENT ORDINANCE); AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Angel presented the item regarding the tennis courts.

Vice Mayor Collazo made the motion to approve the item and it was seconded by Mayor Cid. Mayor Cid asked for the Town staff to look into getting a tennis provider. The motion passed unanimously. Councilmember Alvarez was absent.

Councilmember Rodriguez stated that the Duque family was very grateful to Town staff and especially to Mr. Danny Angel- for his great, above and beyond work- regarding the Jackey Park. Councilmember Dieguez made a motion to reopen the New Order of Business and it was seconded by Vice Mayor Collazo. The motion passed unanimously. Councilmember Alvarez was absent.

B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA AMENDING THE SPECIAL RULES OF ORDER OF THE TOWN OF MIAMI LAKES F/K/A THE TOWN COUNCIL MEETING RULES AND PROCEDURES; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

Councilmember Dieguez then proceeded to motion to discuss Item 12B simultaneously with Item 13A. Mayor Cid seconded the motion and all were in favor. Councilmember Alvarez was absent.

Town Manager Pidermann presented the item and explained the proposed changes to the Special Rules of Order. He recommended to rename the first portion of the Agenda, as "Proclamations, Recognitions and Awards", instead of "Special Presentations". Then he recommended to take "Special Presentations" and re-define them as presentations of guests speakers, outside agencies, representatives from audit teams, etc.., and place it between Committee Reports and Consent Calendar. Councilmember Rodriguez made a motion to move it and it received a second from Vice Mayor Collazo. The motion passed 5-1, with Mayor Cid voting in opposition. Councilmember Alvarez was absent.

Councilmember Dieguez then presented his item, Item 13A and explained that he would like to foster a discussion on how they can be more efficient with their meetings. He explained that in the spirit of trying to be more efficient with the handling of the time and also give the public a greater opportunity to hear the information and get them more involved, he discussed the possibility of at least holding two different meetings – one for the more substantive items and the second meeting for the community type items. Councilmember Dieguez mentioned that if his colleagues did not have an appetite two bifurcate the meetings, he would gladly withdraw his item. Councilmember Dieguez motioned to approve his item and it was seconded by Councilmember Ruano for discussion.

After discussion, Councilmember Dieguez withdrew his item and stated that he would be coming back with a different proposal in the near future.

13. NEW BUSINESS ITEMS

A. Council Meeting Efficiency (Dieguez)

This item was discussed simultaneously with Item 12b.

B. Paver Crosswalk (Cid)

Mayor Cid presented his item. He stated that we owe it to those residents to have those nice pavers installed and although the price tag is \$65,000, he stated that perhaps in the capital fund there is money to be found.

Mayor Cid then made a motion to direct staff that during the next budget cycle, to keep this project in mind -to look into the capital project fund. Vice Mayor Collazo seconded the motion and all were in favor. Councilmember Alvarez was absent

C. Committee Vacancy (Rodriguez)

Councilmember Rodriguez presented his item and he motion for vacancies of Town committees to be brought before the Town Council in order to ensure that the seats are filled; that the ordinance should provide for notice to a councilmember who holds a vacancy, opportunity to appoint and a mechanism to bring the vacancy before the councilmember should the council member holding the vacancy be unwilling or unable to make the appointment again; this is just giving direction to the Town Attorney to flush out the item. The motion was seconded by Councilmember Fernandez.

After discussion Councilmember Rodriguez amended his motion to table this item until next meeting, to give the Town Attorneys time to flush out the issue a little better. After some additional discussion, Councilmember Dieguez called for the vote to take place. Vice Mayor Collazo then stated that he wanted to proceed with voting on the main motion and that he moved for calling the question. Mayor Cid then asked the Town Clerk to call the roll on the motion. Councilmember Ruano then asked for clarification on the motion.

Councilmember Rodriguez stated that that the Town Attorneys had stated earlier that he could make a motion to table the item but he emphasized that the motion to table was going to fail, so, Councilmember Rodriguez asked the Town Attorneys if he could pull -withdraw- the item at this moment.

Deputy Town Attorney Cobiella responded that the motion is on the floor and that the motion now belongs to the body, so he explained to Councilmember Rodriguez that he could not withdraw his motion at that time; Deputy Town Attorney Cobiella explained that instead, Councilmember Rodriguez could take a vote on tabling the item to the next meeting. Vice Mayor Collazo then asked the Town Attorneys if the question on the main motion could be called. Town Attorney Gastesi then responded that you cannot vote on the main motion, unless Councilmember Rodriguez withdraws the motion to table. At this moment, Mayor Cid seconded the motion to table the item.

The Town Clerk called the roll on the motion to tabling the item and the motion failed 2-4; with Councilmember Dieguez, Councilmember Fernandez, Councilmember Ruano and Vice Mayor Collazo voting in opposition. Councilmember Alvarez was absent.

After additional discussion, the Town Clerk called the roll on the main motion and the motion failed 2-4; Councilmember Dieguez, Councilmember Fernandez, Councilmember Ruano and Vice Mayor Collazo voted in opposition. Councilmember Alvarez was absent.

D. Privacy Protection (Dieguez)

Councilmember Dieguez presented his item and asked the Town Attorneys if there is something additional that could be done locally, to strengthen privacy protections. The motion was seconded by Mayor Cid. All were in favor. Councilmember Alvarez was absent.

E. Public Comments (Cid)

Mayor Cid presented his item and explained that regarding the sign language interpreter portion of his item, he will work with the Chair of the Special Needs Advisory Board. Then he clarified and emphasized that this new business item is not about changing public comments, that his goal is to enhance the portion of Public Comments by having an open mic session, an opportunity to go back and forth, before the regular council meetings. Mayor Cid made a motion to allow for an open mic session to take place between 5pm to 6pm, in Council Chambers, before every regular council meeting and for this to be livestreamed. Vice Mayor Collazo seconded the item for discussion.

Vice Mayor Collazo liked this item but commented that from 5pm to 6pm is a bad time for him due to his work schedule. Vice Mayor Collazo asked the Mayor to perhaps set aside another day in the calendar or another time during the day, so that all elected officials could also participate on this open mic session.

Vice Mayor Collazo also commented on the time keeping during Public Comments and he spoke about the request from the EAC regarding special accommodations for additional time. Vice Mayor Collazo stated that he spoke to Town Clerk Inguanzo about this issue and that the Town Clerk explained that persons needing special accommodations to participate in the meeting should call Town Hall and request the accommodation of time, prior to the meeting, in accordance with ADA. Mayor Cid was in favor of making changes. Councilmember Rodriguez mentioned that he is fine with this item because it will be broadcasted in social media.

Councilmember Dieguez opined that perhaps Saturdays would be a better option for this to take place and for the Assistant to the Council to be present during these meetings to work in collaboration with the Mayor's Assistant and both of them meet the demands of the residents and their concerns.

Councilmember Ruano liked the idea of having an open forum with the residents and be able to interact with the residents. She suggested that perhaps having an open forum – a Town hall setting with residents, every quarter -not every month would be a great idea. She also stated that she won't be able to see from the Dais, the Facebook comments that Mayor Cid proposed to be displayed in the flat screen; regarding the sign language interpreter, she inquired about the costs allocated to this service.

Mayor Cid stated that there are organizations that might want to do the sign language service free of charge and that he would like to work on this with the SNAB. Regarding the streaming of the Facebook on the tv monitor, Mayor Cid stated that when someone sends an email to the Town Clerk, she goes above and beyond in trying to make sure that all elected officials are aware of the email received and that she states the name of the person who sent the email into the record. Mayor Cid understands that Facebook comments should have the same public records requirements and that these comments should be seen by everyone and treated the same way as electronic emails. Mayor Cid asked the Town Clerk to look into this.

After discussion, Mayor Cid gave direction to the Town Manager to set up a time (day and time) that is good for everyone, so that they can participate in the open mic sessions and for the Town Manager to come back to the Town Council with this information.

F. Updates on Town Sign Ordinance (Dieguez)

Councilmember Dieguez presented the item and asked the Town Attorneys to go ahead and review our existing Sign Code, to ensure that it meets existing law, and for them to come back with updates at a future date. Mayor Cid seconded the motion and all were in favor. Councilmember Alvarez was absent.

G. Wall on 87th Avenue (Cid)

Mayor Cid presented the item and stated that many residents west of 87th Avenue have brought this item to his attention. He explained that the walls for the most part, are in despair and that this is not our brand.

Mayor Cid then made a motion to move forward on making this happen; he stated that there is no HOA so he directed the Town Manager to have the Code Department communicate with those residents and explain and showcase them with the 3 different options: either they do it themselves, get involved and create a special taxing districts or have a volunteer paint a "Welcome to Miami Lakes" mural -free of charge. Vice Mayor Collazo seconded the motion and all were in favor.

Councilmember Rodriguez added that while the Town Manager is looking into this matter, for him to look at the walls on 143rd street, between NW 87th and NW 89th – the ones at the PLC of Bob Graham Educational Center. All were in favor. Councilmember Alvarez was absent.

14. MAYOR AND COUNCILMEMBER REPORTS:

A. Census Report (Dieguez)

Councilmember Dieguez explained that the apportionment figures have been released and that most likely by September 2021, the Town will be getting the specific population count of Miami Lakes. He reported that Florida gained one additional congressional seat that the State of New York lost one congressional seat by 89 people – he shared this information to prove the point that "every person counts". He stated the good news that after doing some research and comparing with other municipalities, the Town of Miami Lakes is on the top 10 municipalities in terms of self-response count.

15. MANAGER'S REPORTS

A. Governor's Emergency Orders 21-101 & 21-102 (Pidermann)

Town Manager Pidermann presented the item and asked the Town Council for direction on how to move forward regarding the following areas: public meetings, businesses, facilities rentals and town facility visitor access. The Town Council discussed these topics and made four separate motions.

Regarding Public meetings – such as Regular Council Meetings, Planning and Zoning, Special Master Hearings and committee meetings, Mayor Cid made a motion to go back to normal, to

wear a mask if you want (optional), but no restrictions regarding capacity. The motion was seconded by Councilmember Dieguez. All were in favor. Councilmember Alvarez was absent.

Regarding businesses, Mayor Cid made a motion to extend the current status quo until the attorneys have an opportunity to present those ordinances to us. The motion was seconded by Councilmember Dieguez. All were in favor. Councilmember Alvarez was absent.

During discussion, the Town Council asked for ordinance to be presented in first reading in the June meeting to address the regulations created by the Restaurant Recovery Program., which allowed restaurants to temporarily add or expand existing outdoor seating areas, in order to reach 100% of their pre-Covid allowed capacity. The Town Attorney Gastesi explained that if you want to enact procedures, you have to enact them via ordinances; that you can't allow for businesses to violate zoning issues and parking restrictions.

Regarding the rental of facilities, Mayor Cid made a motion to re-open facility rental at full capacity on May 12th, facial coverings not mandated. All were in favor. Councilmember Alvarez was absent.

Regarding visitor access to Town facilities, Vice Mayor Collazo moved that during routine business visits with Town staff, facial coverings will be required. The motion was seconded with Councilmember Dieguez. All were in favor. Councilmember Alvarez was absent.

B. Monthly Infrastructure Report (Acosta)

Mr. Carlos Acosta, Public Works Director, stated that capital projects are moving forward and he provided a brief summary on each project.

He provided an update on the following projects: Safe Routes to School -Miami Lakeway South/North project is going through the final inspection; that the Safe Routes to School-Bob Graham Educational Center project is in the design phase and that the design contract is expected to be brought to the Town Council soon; West Lakes Drainage Improvement Project is going well- 50% has been completed; 59th Avenue Extension Project design phase is 90% completed and that in June the project will go out for bid; NW 83rd Place Drainage Improvement Project is 60% completed and they are working with the lake owner for a proposed outfall location -they are looking into different options; Streetlights Improvement Project is going very well-the project is in the design phase and should have preliminary plans submittal in May; the Backup Generator at Roberto Alonso Community Center is awaiting the FDEO grant manger notification for the development of the agreement; regarding the Fairway Drive Mid-Block Crossing project, crosswalk warrant analysis was submitted to the County and we are waiting for the County's approval; regarding Montrose Road Mid-Block Crossing, the design order was approved and forwarded to the consultant to begin the design phase.

Mr. Acosta also answered questions posed by the Town Council.

C. Monthly report on Miami Lakes Optimist Park (Angel)

Mr. Danny Angel, Parks and Recreation Director, provided an update on Miami Lakes Optimist Park during the discussion of Item 12A.

D. In-House Sidewalk Repair Crew Cost Analysis (Acosta)

Mr. Carlos Acosta, Public Works Director, explained that at the April Regular Council Meeting, the Town Council directed Town staff to conduct an analysis of the costs to having an in-house crew. Thus, at this meeting, Mr. Acosta explained that having an in-house crew could potentially increase the Town's current sidewalk repair output. Mr. Acosta provided a cost analysis, and the estimated in-house crew yearly total cost is \$364,992.00. Mr. Acosta answered questions posed by the Town Council.

E. Recreation Program Services Update – Summer Camp Plan (Angel)

Mr. Danny Angel, Parks and Recreation Services, explained that at the April Regular Council Meeting, the Town Council approved the award of Recreation Program services contracts to Camp Wannado Afterschool Program to service at the Optimist Clubhouse, the YMCA to service at the Roberto Alonso Community Center and Snapology to service at the Youth Center. The Town Council directed the Town Manager to come back with a detailed curriculum from each provider. Thus, Mr. Angel provided detailed information about each camp providers and about services to be provided starting June 2021.

F. Town Manager's Monthly Police Report (Major Ruiz)

Town Commander Ruiz presented the monthly Police Report. He stated that in terms of crime, the town stayed stable from March to April - with a slight increase in the category of robberies, due to a domestic argument. Town Commander also stated that the LPRs are functioning well.

G. Budget Presentation Timeline (Hernandez)

Melissa Hernandez, Budget Officer, presented the proposed budget preparation timeline.

Councilmember Fernandez made a motion to get the first draft of the budget that is presented to the Town Council to project the 6% franchise fee, as an option; he also requested a menu of options to see the whole things presented to the Town Council in the first Sunshine Meeting. Mayor Cid seconded the motion. Councilmember Alvarez asked for the first draft also to include the 3%, 4% and 6% in the menu of options. The motion passed and all were in favor.

Councilmember Rodriguez made a motion for the Sunshine Meeting on Budget to take place on July 15th, instead of July 8th and Councilmember Fernandez seconded the motion and all were in favor.

Councilmember Rodriguez then asked for a Special Call Meeting to take place on July 20th, to set the millage, instead of setting the millage on the July 13th Regular Council Meeting. Councilmember Dieguez seconded the motion and all were in favor.

H. American Rescue Plan (Pidermann)

Mayor Cid made a motion to waive the Special Rules of Order and it was seconded by Councilmember Dieguez and all were in favor.

Town Manager Pidermann explained that the United States Treasury Department issued guidance and clarification, on May 10th, 2021, allowing uses for local government proceeds from the Federal American Rescue Plan. The Town of Miami Lake is earmarked to receive \$13,181,110. Town Manger Pidermann asked the Town Council to direct all proceeds received to be used for Stormwater capital improvement projects. Councilmember Dieguez moved to adopt the resolution and it was seconded by Councilmember Fernandez. The motion passed and all were in favor.

16. ATTORNEY'S REPORTS:

Town Attorney Gastesi reported that in the Bridge litigation, they did everything they could to resolve it. He stated that he is disappointed that the case is not settled. He stated that they are in the middle of the appeal and that they hired the Weiss Serota firm for this appeal.

Regarding the Valiente case, the insurance carrier filed a motion for summary judgement. In regards to the Pizzi case, he stated that the case is not moving very quickly.

Deputy Town Attorney Cobiella reported that they were able to reach a settlement agreement with Town of Miami Lakes and ATL Diversified, which was the contractor who worked on the second phase of the Canal Stabilization project. Vice Mayor Collazo made the motion to ratify the agreement and it was seconded by Councilmember Rodriguez. The motion passed and all were in favor.

18. ADJOURNMENT:

There being no further business to come before the Town Council, the meeting adjourned at 10:43 pm.

Approved this 8th day of May 2021

	Manny Cid, Mayor
Attest:	
Gina M. Inguanzo, Town Clerk	_



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers

From: Edward Pidermann, Town Manager

Subject: Optimist Park Playground Resurfacing Project

Date: June 8, 2021

Recommendation:

It is recommended that the Town Council authorize the Town Manager to award a contract to Robertson Industries to resurface the Matthew Palacios Playground at Optimist Park, not to exceed budgeted funds

Background

At the May 11th Council Meeting, the chair of the Special Needs Advisory Board (SNAB) presented a request to reallocate funds from their budget to assist with funding the resurfacing of the Matthew Palacios Boundless Playground at Optimist Park. SNAB desires to showcase this amenity on an upcoming video as its one of very few accessible playgrounds in Miami-Dade County. The Council denied the Board's request to reallocate funds from the committee budget as it was stated this should not be a function of the board and should be funded via another source.

The playground has been open for over ten (10) years and the safety surface has exceeded its intended lifespan. Staff is recommending to re-top existing surface with 1.5" Re-New Re-top as it's the most effective way to prevent future demolition of the entire surface. This preventative solution is a 1.5 inch re-top that includes a new 1" padded layer under a new .5" wear course layer Tot Turf rubber surfacing. This process not only repairs hazards on the surface but will significantly add cushioning for safer recreation and play. The product has a five (5) year warranty and will fill in all cracks, holes, edge separation and voids.

In accordance with Section 7 of the Procurement Ordinance, Staff is recommending piggybacking the City of Miami Contract #783382-24 awarded to Robertson Industries for the purchase and installation of Playground Safety Surface. Market analysis was conducted by Staff, and it was determined that the pricing under this contract is the most advantageous procurement method available to the Town.

Staff identified funds in the long-term Infrastructure Renewal and Replacement Fund (Sinking Fund) to pay for
this project. The total project cost is \$31,980 and it anticipated to be completed within 45 days after approval,
weather permitting.

Attachments:

RESOLUTION NO. 21-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO UTILIZE CITY OF MIAMI CONTRACT 783382-24 WITH ROBERTSON INDUSTRIES, INC. WAIVING THE PROCUREMENT PROCEDURES; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO ACCESS THE CITY OF MIAMI CONTRACTS AND TO **IMPLEMENT** THEIR **TERMS** AND **CONDITIONS**; AUTHORIZING THE TRANSFER OF FUNDS FROM THE **INFRASTRUCTURE SINKING FUND** CONTINGENCY RESERVE LINE ITEM TO AN EXPENSE LINE ITEM FOR MIAMI LAKES OPTIMIST CLUB; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (ANGEL)

WHEREAS, the Town of Miami Lakes (the "Town") has an immediate need for resurfacing of playground areas in order to ensure safety of its users at Matthew Palacios Playground at Optimist Park; and

WHEREAS, during the May 11, 2021 Town Council Meeting, the Town Council listened to the Special Needs Advisory Board's request for the resurfacing of the Matthew Palacios Playground at Optimist Park, safety surface; and

WHEREAS, the Matthew Palacios Playground at Optimist Park, safety surface was installed over ten (10) years ago and has exceeded its intended lifespan; and

WHEREAS, Section 7 of the Town of Miami Lakes Ordinance 12-142 ("the Town's Procurement Ordinance") authorizes the purchase of goods and services from current contracts of other public, governmental, state/federal funded or non-profit entities, where the contracts have resulted from a formal competitive procurement process ("Piggy Back Contracts"); and

WHEREAS, the Town has discovered existing contracts, that were formally procured by the City of Miami for the resurfacing of the playground area; and

WHEREAS, in order to provide the Town the ability to access competitively priced playground resurfacing repair services, the Town Manager recommends Piggy Backing the City of Miami's existing contract, attached hereto as Exhibit "A"; and

WHEREAS, the completion of said project will require an expenditure of Thirty One Thousand Nine Hundred Eighty Dollars and 00/100 (\$31,980.00); and

WHEREAS, Section 4 of Ordinance 20-269 authorizes the Town Council to modify any department, category line, total or line item of the Budget by Resolution so long as the modification does not exceed the Town's total budgeted funds for the Fiscal Year; and

WHEREAS, in order to cover the budgetary gap for this project, funds in the amount of Thirty One Thousand Nine Hundred Eighty Dollars and 00/100 (\$31,980.00) will be transferred from the Capital Budget Sinking Fund Line Item to a Capital Budget Sinking Fund Expense Line Item for Miami Lakes Optimist Park; and

WHEREAS, the Town Council approves of the Town Manager's recommendations and approves access the City of Miami Contract Number 783382-24, awarded to Robertson Industries for the purchase and installation of resurfacing equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. Approval of the Contracts. The Town Council hereby approves the access to the City of Miami's Contract Number 783382-24 with Robertson Industries, Inc. for Rubber Resurfacing as included herein as Exhibit "A,"

Section 3. Authorization of Town Officials. Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the City of Miami Contract Number 783382-24 with Robertson Industries, Inc., including any necessary amendments and, or documents necessary to effectuate this Resolution.

Section 4. Authorization to Transfer Funds. The Town Manager and/or his designee are authorized to take all steps to implement the transfer of Thirty One Thousand Nine Hundred Eighty Dollars and 00/100 (\$31,980.00) funds from Capital Budget Sinking Fund Line Item to an Capital Budget Sinking Fund Expense Item for Miami Lakes Optimist Park.

Section 5. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager by the Town's Procurement Ordinance, the Town Manager is authorized to expend budgeted funds in the amount of Thirty One Thousand Nine Hundred Eighty Dollars and 00/100 (\$31,980.00) in order to implement the terms and conditions of this Resolution, and the use of the City of Miami Contract Number 783382-24 with Robertson Industries, Inc.

Section 6. Execution of the Contract. The Town Manager is authorized to execute the Contracts in substantially the same form attached herein as Exhibits "A" with Robertson Industries, Inc.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

Passed and adopted this day of	2021
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:	
Mayor Manny Cid	
Vice Mayor Luis E. Collazo	
Councilmember Carlos O. Alvarez	<u></u>
Councilmember Josh Dieguez	
Councilmember Tony Fernandez	<u></u>
Councilmember Jeffrey Rodriguez	
Councilmember Marilyn Ruano	<u></u>
Attest:	MANNY CID MAYOR
Gina M. Inguanzo TOWN CLERK	
Approved as to form and legal sufficiency:	
Raul Gastesi, Jr. Gastesi, Lopez and Mestre, PLLC TOWN ATTORNEY	

Page 4 of 5
Resolution No 21 -____

EXHIBIT A

CITY OF MIAMI CONTRACT 783382-24 ROBERTSON INDUSTRIES, INC.



Agreement

I.	Parties
	This Agreement, 2021-35 is made this day of
	between Robertson Industries, Inc. ("Contractor"), located at 2414 W 12 th St. Ste 5, Tempe,
	AZ 85281 and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes,
	FL 33014.

II. Recitals

Whereas the Town desires to enter into an agreement with Contractor for playground resurfacing services in an amount not to exceed budgeted funds; and

Whereas Contractor has agreed to provide said services to the Town in accordance with its contract with the City of Miami, dated August 30, 2018, except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with Contractor, in accordance with the terms of Contract 783382(24), which is attached hereto as Exhibit "A" and made a part of this Agreement.

Therefore, both parties agree as follows:

III. Incorporation of Recitals

The provisions and recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.

IV. Products and Services

Contractor shall provide playground resurfacing services to the Town in accordance with the terms of the above referenced Contract. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit "A", are incorporated herein by reference, except to the extent otherwise provided herein.

V. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Contractor from the Contract:

CONTRACT NUMBER

The Town of Miami Lakes' Playground Resurfacing agreement will be referenced as Contract #2021-35.

6601 Main Street • Miami Lakes, Florida, 33014 Office: (305) 364-6100 • Fax: (305) 558-8511 Website: www.miamilakes-fl.gov



EFFECTIVE DATE		
Month	Day	of 2021

SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

INVOICING

Contractor shall provide the Town with an invoice once per month for the goods delivered in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

INSURANCE

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

REPRESENTATION ON AUTHORITY OR PARTIES/SIGNATORIES



Each person signing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

VI. Points of Contact

The points of contact for the Town shall be:

<u>Contract Management</u>: Nathalie Garcia or designee, Procurement Specialist (305) 364-6100 ext. 1166 <u>GarciaN@miamilakes-fl.gov</u>

<u>Project Manager</u>: Daniel Angel or Designee, Operations Business Manager (305) 364-6100 ext. 1131 <u>AngelD@miamilakes-fl.gov</u>

The point of contact for **Contractor** shall be:

Name:	, email:
Title:	, phone:
Contractor	 Town of Miami Lakes
Signature	Edward Pidermann, Town Manager
Name (Print)	
Title	Attest:
	Gina Inguanzo, Town Clerk



CORPORATE RESOLUTION

WHEREAS,	, Inc. desires to enter into a contract
with the Town of Miami Lakes for	the purpose of performing the work described in the
Agreement to which this resolution is	attached; and
WHEREAS, the Board of Direc	tors at a duly held corporate meeting has considered the
matter in accordance with the By-Law	rs of the corporation;
Now, THEREFORE, BE IT RESOI	VED BY THE BOARD OF
DIRECTORS that the	type title of officer)
	, is hereby authorized
(type name of officer)	, is herea y duction led
and instructed to enter into a contract	ct, in the name and on behalf of this corporation, with the
Town of Miami Lakes upon the ter	ms contained in the proposed Agreement to which this
resolution is attached.	
DATED this da	y of, 20
·	Corporate Secretary
	(Corporate Seal)

6601 Main Street • Miami Lakes, Florida, 33014 Office: (305) 364-6100 • Fax: (305) 558-8511 Website: www.miamilakes-fl.gov



Exhibit "A" CONTRACT 783382(24) Poured-In-Place Rubber Surface Repair Services



Procurement Department

IFB NO.:

783382(24)

DESCRIPTION:

POURED-IN-PLACE RUBBER SURFACE REPAIR

SERVICES

TERM OF CONTRACT:

THREE (3) YEARS WITH THE OPTION TO RENEW FOR

THREE (3) ADDITIONAL ONE (1) YEAR PERIODS

CONTRACT PERIOD:

AUGUST 30, 2018 THROUGH AUGUST 29, 2021

COMMODITY CODE:

91394-00

SECTION #1 - VENDOR AWARD

Robertson Industries, Inc. 2414 W. 12th Street, Suite 5 Tempe, AZ 85281

Contact: Gleen Haab Phone: (954) 882-1366 Email: ghaab@totturf.com Leadex Corporation 1581 NW 88th Avenue Doral, FL 33172 Contact: Frank Fonseca Phone: (305) 266-2028

Email: frank@leadexcorp.com

SECTION #2 - AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

C.C. AWARD DATE:

JULY 26, 2018

AMENDED AMOUNT:

N/A

RESOLUTION NO: FILE ID:

18-0342 4230

INSURANCE REQUIREMENTS: PERFORMANCE BOND:

YES N/A

ANNUAL CONTRACT AMOUNT: N/A

APPLICABLE ORDINANCES:

N/A N/A

Notes: CONTRACT PERIOD: AUGUST 30, 2018 THROUGH AUGUST 29, 2021

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAMI, DEPARTMENT OF PARKS AND RECREATION

Contract Administrator: Vladimir Jeannot

Phone: (305) 416-1780

SECTION #4 - PROCURING AGENCY

CITY OF MIAMI, DEPARTMENT OF PROCUREMENT

Buyer: Victoria Giraldo **Phone:** (305) 416-1916

Prepared By: Aimee Gandarilla, 8/15/18

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:

WWW. MIAMIGOV.COM/PROCUREMENT

Installation / Maintenance / Repair of Poured-In-Place Rubber Surfacing System BID PRICING SHEET

Item No.	Description	Unit Of Measure	200 sq ft to 1000 sq ft	1001 sq ft to 2000 sq ft	2001 sq ft to		
	0.5" wear course retop over existing PIP surfacing	Sq Ft	7.29	6.89	3000 sq ft 6,68	4000 sq ft 6.63	5500 sq ft 6.19
2	1.5" Re-New retop (1" buffings + new 0.5" wear course) install over existing PIP surfacing	Sq Ft	13.50	12.50	12.00	10.95	9,95
3	Maintenance Roll Coat (Aromatic) Includes 100 Sq. Ft. of wear course repairs per pad	Sq Ft	6.90	6.50	6.25	6.00	5.75

Patch repairs

· ·		Up to 200 sq ft	201 to 350 sq ft
4 1/2" wear course pa	atch work Sq F	29.20	17.75

Edge repairs

P		Up to 100 LFT	101 to 250 LFT	251 to 350 LFT
5 edge repair up to 12" wide	LFT (linear feet)	32.75	29.75	26.50

Misc

·			Up to 250 LFT	Over 250 LFT
6	4" x 6" concrete curbing	LFT	17.50	15.50

Labor Rate

	***************************************	Per Hour Rate
7 Installation/Repair Labor Rate		65.00

^{*} Labor rate includes all materials, labor, tools, equipment, transporatation, etc. and all things necessary to execute, complete, and deliver the work requested by the User Department.

LESDEX apartin 4/10/18

Attachment B: Bid Pricing Sheet

Robert son Industriusand

9422

Installation / Maintenance / Repair of Poured-in-Place Rubber Surfacing System BID PRICING SHEET

ltem No.	Description	Unit Of Measure	200 sq ft to 1000 sq ft	1001 sq ft to 2000 sq ft	2001 sq ft to 3000 sq ft	3001 sq ft to 4000 sq ft	4001 sq ft to 5500 sq ft
1	0.5" wear course retop over existing PIP surfacing	Sq Ft	69.65	• 7.37	*6.40	-6.04	*5.75
73	1.5" Re-New retop (1" buffings + new 0.5" wear course) install over existing PIP surfacing	Sq Ft	·13.74	-11.81	*10.66	16.25	•998
3	Maintenance Roll Coat (Aromatic) includes 100 Sq. Ft. of wear course repairs per pad	Sq Ft	*/6.23	*4.48	3 .15	* 2.68	2.30

Patch repairs

<u></u>			Up to 200 sq ft	201 to 350 sq ft	
4	1/2" wear course patch work	·	* 78.99	* ZZ.15	

Edge repairs

		Up to 100 LFT	101 to 250 LFT	251 to 350 LFT	
5	edge repair up to 12" wide	LFT (linear feet)	\$ 46.48	*35.92	* _{ZO} ,So

Misc

		Up to 250 LFT Over 250 LFT		
6	4" x 6" concrete curbing	LFT	°78.75	* 17.65

Labor Rate

		Per Hour Rate	
7 Installation/Repair Lab	or Rate Hour	NA	Included In Adour

^{*} Labor rate includes all materials, labor, tools, equipment, transporatation, etc. and all things necessary to execute, complete, and deliver the work requested by the User Department.



Miami FL

Resolution R-18-0342

A RESOLUTION OF THE MIAMI CITY COMMISSION ACCEPTING THE BIDS RECEIVED APRIL 10, 2018, PURSUANT TO INVITATION FOR BID ("IFB") NO. 783382, TO ESTABLISH A PRE-QUALIFIED POOL, FOR POURED-IN-PLACE RUBBER SURFACING REPAIR SERVICES FROM ROBERTSON INDUSTRIES, INC. ("ROBERTSON"), AND LEADEX CORPORATION ("LEADEX"), THE TWO MOST (2) RESPONSIVE AND RESPONSIBLE BIDDERS, FOR THE PARKS AND RECREATION DEPARTMENT ("PARKS"), ON AN AS-NEEDED BASIS, FOR AN INITIAL PERIOD OF THREE (3) YEARS, WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE (1) YEAR PERIODS; ALLOCATING FUNDS FROM THE PARKS GENERAL FUND AND OTHER FUNDING SOURCES, SUBJECT TO THE AVAILABILITY OF FUNDS AND **BUDGETARY APPROVAL AT THE TIME OF NEED; AUTHORIZING THE CITY** MANAGER TO ADD SUPPLIERS TO THE CONTRACT AS DEEMED NECESSARY BY THE CITY; FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL OTHER DOCUMENTS, INCLUDING ANY AMENDMENTS, RENEWALS, AND EXTENSIONS, SUBJECT TO ALLOCATIONS, APPROPRIATIONS, AND **BUDGETARY APPROVAL HAVING BEEN PREVIOUSLY MADE, AND IN COMPLIANCE** WITH APPLICABLE PROVISIONS OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, ("CITY CODE"), INCLUDING THE CITY OF MIAMI'S PROCUREMENT ORDINANCE, ANTI-DEFICIENCY ACT, AND FINANCIAL INTEGRITY PRINCIPLES, ALL AS SET FORTH IN CHAPTER 18 OF THE CITY CODE, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, AND IN COMPLIANCE WITH APPLICABLE REGULATIONS, AS MAY BE NECESSARY FOR SAID PURPOSE.

Information

Department:

Department of Parks Sponsors:

and Recreation

Category:

Procurement

Resolutions Category

Attachments

Agenda Summary and Legislation

4230 Memo - Manager's Approval

4230 Corporate Detail

4230 Bid Responses

4230 Invitation for Bid

Financial Impact

\$275,000 Annually (Approximately \$1,650,000 for six (6) years in the aggregate) General Account No: General Fund and other funding sources

Body/Legislation

WHEREAS, the City of Miami ("City") Parks has a need for poured-in-place rubber surfacing repair services; and

WHEREAS, on March 16, 2018, the Department of Procurement ("Procurement") issued Invitation for Bid ("IFB") No. 783382 to establish a pre-qualified pool for poured-in-place rubber surfacing repair services on an as needed basis;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

- Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.
- Section 2. The bids received April 10, 2018, pursuant to IFB No. 783382, to establish a prequalified pool for the purchase of poured-in-place rubber surfacing repair services from Robertson Industries, Inc. ("Robertson") and Leadex Corporation ("Leadex"), the two most (2) responsive and responsible bidders, on an as-needed basis, for an initial period of three (3) years, with the option to renew for three (3) additional one (1) year periods, are accepted.
- Section 3. Funds to be allocated from the Parks General Fund and other funding sources, subject to the availability of funds and budgetary approval at the time of need.
- Section 4. The City Manager is authorized[1] to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations, and budgetary approval having been previously made, and in compliance with applicable provisions of the Code of the City of Miami, Florida, as amended, ("City Code"), including, the City's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with applicable regulations, as may be necessary for said purpose.
- Section 5. The City Manager is further authorized¹ to add suppliers to the contract as deemed necessary by the City.

Section 6. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.[2]

Select Language

^[1] The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to, those prescribed by applicable City Charter and City Code provisions.

^[2] If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

R-18-0342 A RESOLUTION OF THE MIAMI CITY COMMISSION ACCEPTING TH... Page 3 of 3 Powered by Go gle Translate



AGENDA ITEM SUMMARY FORM

File ID: #4230

Date: 06/07/2018

Requesting Department: Department of

Parks and Recreation

Commission Meeting Date: 07/26/2018

Sponsored By:

District Impacted: All

Type:

Resolution

Subject:

Invitation for Bid - Poured-In-Place Rubber Surface Repair Services

Purpose of Item:

The nature of this item is to establish a resolution of the Miami City Commission, pursuant to IFB 783382 to establish a Pre-qualified Pool for poured-in-place rubber surface repair services for the Parks and Recreation Department ("Parks"), on an as needed basis, with various vendors Robertson Industries, Inc., ("Robertson") and Leadex Corporation ("Leadex"), for an initial contract term of three (3) years, with the option to renew for three (3) additional one (1) year periods. Authorizing the City Manager to add suppliers to the contract as deemed necessary by the City. Further authorizing the City Manager to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and budgetary approval having been previously made, and in compliance with applicable provisions of the Code of the City of Miami, Florida, as amended, ("City Code"), including, the City of Miami's Procurement Ordinance, Anti-deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with applicable regulations, as may be necessary for said purpose.

Background of Item:

On March 16, 2018, the Procurement Department ("Procurement") issued IFB No. 783382. As required by the Procurement Code, the IFB was advertised and issued online. On April 10, 2018, at the bid closing, three (3) bids were received. All bids were evaluated; one bid from No-Fault Group, Inc. was deemed non-responsive for qualifying their pricing. Procurement is recommending award for the Pre-qualified Pool to Robertson, and Leadex, which met all requirements, per bid specifications. The estimated contract amount is \$275,000 annually, and \$1,650,000 for all six (6) years in the aggregate.

Budget Impact Analysis

Item is an Expenditure Item is NOT Related to Revenue Item is NOT funded by Bonds

Total Fiscal Impact:

\$275,000 Annually (Approximately \$1,650,000 for six (6) years in the aggregate)
General Account No: General Fund and other funding sources

Reviewed By

Department of Parks and Recreation	nKev
Office of Management and Budget	Luis
Office of Management and Budget	Chr
Department of Procurement	Ann
City Manager's Office	Nze
Legislative Division	Vale
City Manager's Office	Miri
Office of the City Attorney	Vale
Office of the City Attorney	Vict
City Commission	Tod

n Kevin M Kirwin
Luis Hernandez-Torres
Christopher M Rose
Annie Perez
Nzeribe Ihekwaba
Valentin J Alvarez
Miriam Arcia
Valentin J Alvarez
Victoria Méndez
Todd B. Hannon

Department Head Review
Budget Analyst Review
Budget Review
Procurement Review
Assistant City Manager Review
Legislative Division Review
City Manager Review
Deputy City Attorney Review
Approved Form and Correctness
Meeting

 Completed
 06/08/2018 8:38 AM

 Completed
 06/18/2018 3:22 PM

 Completed
 06/19/2018 1:11 PM

 Completed
 06/25/2018 9:04 AM

 Completed
 06/26/2018 3:38 PM

 Completed
 06/26/2018 3:38 PM

 Completed
 06/27/2018 11:40 AM

 Skipped
 06/29/2018 11:16 AM

 Completed
 06/29/2018 11:33 AM

 Pending
 07/26/2018 9:00 AM



City of Miami Legislation

Resolution

City Hall 3500 Pan American Drive Miami, FL 33133 www.miamigov.com

File Number: 4230 Final Action Date:

A RESOLUTION OF THE MIAMI CITY COMMISSION ACCEPTING THE BIDS RECEIVED APRIL 10, 2018, PURSUANT TO INVITATION FOR BID ("IFB") NO. 783382, TO ESTABLISH A PRE-QUALIFIED POOL, FOR POURED-IN-PLACE RUBBER SURFACING REPAIR SERVICES FROM ROBERTSON INDUSTRIES. INC. ("ROBERTSON"), AND LEADEX CORPORATION ("LEADEX"), THE TWO MOST (2) RESPONSIVE AND RESPONSIBLE BIDDERS, FOR THE PARKS AND RECREATION DEPARTMENT ("PARKS"), ON AN AS-NEEDED BASIS, FOR AN INITIAL PERIOD OF THREE (3) YEARS, WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE (1) YEAR PERIODS; ALLOCATING FUNDS FROM THE PARKS GENERAL FUND AND OTHER FUNDING SOURCES, SUBJECT TO THE AVAILABILITY OF FUNDS AND BUDGETARY APPROVAL AT THE TIME OF NEED; AUTHORIZING THE CITY MANAGER TO ADD SUPPLIERS TO THE CONTRACT AS DEEMED NECESSARY BY THE CITY: FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL OTHER DOCUMENTS, INCLUDING ANY AMENDMENTS, RENEWALS, AND EXTENSIONS, SUBJECT TO ALLOCATIONS, APPROPRIATIONS, AND BUDGETARY APPROVAL HAVING BEEN PREVIOUSLY MADE, AND IN COMPLIANCE WITH APPLICABLE PROVISIONS OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, ("CITY CODE"), INCLUDING THE CITY OF MIAMI'S PROCUREMENT ORDINANCE, ANTI-DEFICIENCY ACT, AND FINANCIAL INTEGRITY PRINCIPLES, ALL AS SET FORTH IN CHAPTER 18 OF THE CITY CODE, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, AND IN COMPLIANCE WITH APPLICABLE REGULATIONS, AS MAY BE NECESSARY FOR SAID PURPOSE.

WHEREAS, the City of Miami ("City") Parks has a need for poured-in-place rubber surfacing repair services; and

WHEREAS, on March 16, 2018, the Department of Procurement ("Procurement") issued Invitation for Bid ("IFB") No. 783382 to establish a pre-qualified pool for poured-in-place rubber surfacing repair services on an as needed basis;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The bids received April 10, 2018, pursuant to IFB No. 783382, to establish a pre-qualified pool for the purchase of poured-in-place rubber surfacing repair services from Robertson Industries, Inc. ("Robertson") and Leadex Corporation ("Leadex"), the two most (2) responsive and responsible bidders, on an as-needed basis, for an initial period of three (3) years, with the option to renew for three (3) additional one (1) year periods, are accepted.

Section 3. Funds to be allocated from the Parks General Fund and other funding sources, subject to the availability of funds and budgetary approval at the time of need.

Section 4. The City Manager is authorized¹ to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations, and budgetary approval having been previously made, and in compliance with applicable provisions of the Code of the City of Miami, Florida, as amended, ("City Code"), including, the City's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with applicable regulations, as may be necessary for said purpose.

Section 5. The City Manager is further authorized¹ to add suppliers to the contract as deemed necessary by the City.

Section 6. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.²

6/29/2018

APPROVED AS TO FORM AND CORRECTNESS:

¹ The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to, those prescribed by applicable City Charter and City Code provisions.

² If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.



City of Miami

Procurement Department

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: www.miamigov.com/procurement

Number: 783382

Title: Invitation for Bid for Poured-In-Place

Rubber Surface Repair Services

Issue Date/Time: 16-MAR-2018

Closing Date/Time: 04/10/2018 @ 11:00:00

Pre-Bid/Pre-Proposal Conference: Voluntary

Pre-Bid/Pre-Proposal Date/Time: March 28,2018 at 10:00 a.m.

Pre-Bid/Pre-Proposal Location: City of Miami MRC Building 6th floor

South.

Deadline for Request for Clarification: Monday, April 2,2018 at 2:00 p.m.

Contracting Officer: Giraldo, Victoria

Hard Copy Submittal Location: City of Miami - City Clerk

3500 Pan American Drive

Miami FL 33133 US

Contracting Officer E-Mail Address: Victoria Giraldo@miamigov.com

Contracting Officer Facsimile: 305-400-5361

Certification Statement

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, F.O.B. DESTINATION, the items or services specified herein.

The undersigned-hereby-certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS:

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

PROPOSER NAME:		#
ADDRESS:		
PHONE:	FAX:	
EMAIL:	CELL(Optional):	
SIGNED BY:		
TITLE:	DATE:	

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS RESPONSE.

ine:	- 1

Description: BIDDERS ARE NOT REQUIRED TO ENTER A UNIT PRICE ON THIS LINE. BIDDERS SHALL SUBMIT THEIR BID PRICES UTLIZING ATTACHMENT B - BID PRICE SHEET, LOCATED UNDER THE HEADER AND ATTACHMENTS SECTION OF THIS SOLICITATION IN THE ISUPPLIER SOURCING SYSTEM.

Category: 91394-00	
Unit of Measure: Dolla	ľ

Unit Price: \$	Number of Units: 1	Total: \$	

Table of Contents

Ferms and Conditions	
1. General Conditions	5
1.1. GENERAL TERMS AND CONDITIONS	5
- 2-Special Conditions	25
2.1. PURPOSE	25
2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL	
INFORMATION/CLARIFICATION	25
2.3. METHOD OF AWARD	25
2.4. TERM OF CONTRACT	
2.5. CONDITIONS FOR RENEWAL	25
2.6. EQUITABLE ADJUSTMENT	25
2.7. NON-APPROPRIATION OF FUNDS	26
2.8. BIDDERS MINIMUM REQUIREMENTS	26
2.9. INSURANCE REQUIREMENTS	
2.10. PRE-BID CONFERENCE	
2.11. PROJECT MANAGER	
2.12. CONTRACTOR TO BE REPRESENTED	
2.13, SUPERVISION	
2.14. RESPONSE TIME	
2.15. COMPLETION TIME	
2.16. SPECIFICATION EXCEPTION	
2.17. COMPLETED WORK	
2,18, HOURLY LABOR RATE	30
2.19. METHOD OF PAYMENT	30
2.20, LIQUIDATED DAMAGES	30
2.21, DAMAGES TO PUBLIC/PRIVATE PROPERTY	
2.22. WORKMANSHIP AND MATERIALS	
2.23. MATERIALS/PRODUCT QUALITY	
2.24. WARRANTY	
2.25. USE OF PREMISES	
2.26. SAFETY MEASURES	31
2.27. FAILURE TO PERFORM	
2.28. ADDITIONAL CONTRACTOR(S) OR SUBCONTRACTOR(S)	32
2.29. ADDITIONS/DELETIONS OF PRODUCTS/SERVICES/LOCATIONS	32
2.30, TERMINATION	
2.31. ADDITIONAL TERMS AND CONDITIONS	
3. Specifications	34
3.1 SPECIFICATIONS/SCOPE OF WORK	2.4

Terms and Conditions

1. General Conditions

1.1. GENERAL TERMS AND CONDITIONS

Intent: The General Terms and Conditions described herein apply to the acquisition of goods/equipment/services with an estimated aggregate cost of \$25,000.00 or more.

Definition: A formal solicitation is defined as issuance of an Invitation for Bids, Request for Proposals, Request for Qualifications, or Request for Letters of Interest pursuant to the City of Miami Procurement Code and/or Florida Law, as amended. Formal Solicitation and Solicitation shall be defined in the same manner herein.

- 1.1. ACCEPTANCE OF GOODS OR EQUIPMENT Any good(s) or equipment delivered under this formal solicitation, if applicable, shall remain the property of the seller until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods/equipment supplied to the City are found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense.
- **1.2.** ACCEPTANCE OF OFFER The signed or electronic submission of your solicitation response shall be considered an offer on the part of the bidder/proposer; such offer shall be deemed accepted upon issuance by the City of a purchase order.
- 1.3. ACCEPTANCE/REJECTION The City reserves the right to accept or reject any or all responses or parts of after opening/closing date and request re-issuance on the goods/services described in the formal solicitation. In the event of such rejection, the Director of Purchasing shall notify all affected bidders/proposers and make available a written explanation for the rejection. The City also reserves the right to reject the response of any bidder/proposer who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform the requirements defined in this formal solicitation. The City further reserves the right to waive any irregularities or minor informalities or technicalities in any or all responses and may, at its discretion, re-issue this formal solicitation.
- **1.4. ADDENDA** It is the bidder's/proposer's responsibility to ensure receipt of all Addenda. Addenda are available at the City's website at: http://www.ci.miami.fl.us/procurement

1.5. ALTERNATE RESPONSES WILL NOT BE CONSIDERED.

- 1.6. ASSIGNMENT Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of the resulting Contract, or any or all of its right, title or interest herein, without City of Miami's prior written consent.
- 1.7. ATTORNEY'S FEES In connection with any litigation, mediation and arbitration arising out of this Contract, each party shall bear their own attorney's fees through and including appellate litigation and any post-judgment proceedings.
- 1.8. AUDIT RIGHTS AND RECORDS RETENTION The Successful Bidder/Proposer agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder/Proposer shall maintain and retain any and all of

Page 5 of 35

the books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City.

1.9. AVAILABILITY OF CONTRACT STATE-WIDE - Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all goods/services, specified herein from the successful bidder(s)/proposer(s) at the contract price(s) established herein, when permissible by federal, state, and local laws, rules, and regulations.

Each Governmental, not-for-profit or quasi-governmental entity which uses this formal solicitation and resulting bid contract or agreement will establish its own contract/agreement, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the successful bidder(s)/proposer(s).

1.10. AWARD OF CONTRACT:

- A. The Formal Solicitation, Bidder's/Proposer's response, any addenda issued, and the purchase order shall constitute the entire contract, unless modified in accordance with any ensuing contract/agreement, amendment or addenda.
- **B.** The award of a contract where there are Tie Bids will be decided by the Director of Purchasing or designee in the instance that Tie Bids can't be determined by applying Florida Statute 287.087, Preference to Businesses with Drug-Free Workplace Programs.
- C. The award of this contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Technical Specifications. Bidder/Proposer shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the City. Where Bidder/Proposer is in default of these contractual requirements, the City, through action taken by the Purchasing Department, will void its acceptance of the Bidder's/Proposer's Response and may accept the Response from the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or re-solicit the City's requirements. The City, at its sole discretion, may seek monetary restitution from Bidder/Proposer and its bid/proposal bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Bidder's/Proposer's default.
- **D.** The term of the contract shall be specified in one of three documents which shall be issued to the successful Bidder/Proposer. These documents may either be a purchase order, notice of award and/or contract award sheet.
- **E.** The City reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, and/or awarded. If the right is exercised, the City shall notify the Bidder/Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Bidder/Proposer are in mutual agreement of such extensions.
- **F.** Where the contract involves a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.
- **G.** The City reserves the right to award the contract on a split-order, lump sum or individual-item basis, or such combination as shall best serve the interests of the City unless otherwise specified.
- H. A Contract/Agreement may be awarded to the Bidder/Proposer by the City Commission based upon the minimum qualification requirements reflected herein. As a result of a RFP, RFQ, or RFLI, the City reserves the right to execute or not execute, as applicable, an Agreement with the Proposer, whichever is determined to be in the

Page 6 of 35

City's best interests. Such agreement will be furnished by the City, will contain certain terms as are in the City's best interests, and will be subject to approval as to legal form by the City Attorney.

- 1.11. BID BOND/ BID SECURITY A cashier's or certified check, or a Bid Bond signed by a recognized surety company that is licensed to do business in the State of Florida, payable to the City of Miami, for the amount bid is required from all bidders/proposers, if so indicated under the Special Conditions. This check or bond guarantees that a bidder/proposer will accept the order or contract/agreement, as bid/proposed, if it is awarded to bidder/proposer. Bidder/Proposer shall forfeit bid deposit to the City should City award contract/agreement to Bidder/Proposer and Bidder/Proposer fails to accept the award. The City reserves the right to reject any and all surety tendered to the City. Bid deposits are returned to unsuccessful bidders/proposers within ten (10) days after the award and successful bidder's/proposer's acceptance of award. If sixty (60) days have passed after the date of the formal solicitation closing date, and no contract has been awarded, all bid deposits will be returned on demand.
- 1.12. RESPONSE FORM (HARDCOPY FORMAT) All forms should be completed, signed and submitted accordingly.
- 1.13. BID SECURITY FORFEITED LIQUIDATED DAMAGES Failure to execute an Agreement and/or file an acceptable Performance Bond, when required, as provided herein, shall be just cause for the annulment of the award and the forfeiture of the Bid Security to the City, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained. Award may then be made to the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or all responses may be rejected.
- 1.14. BRAND NAMES If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or bidder/proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade or quality of goods only. When the City does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Bidders/Proposers will submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid/proposed. The City shall be the sole judge of equality and its decision shall be final. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. Such samples are to be furnished after formal solicitation opening/closing only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.
- 1.15. CANCELLATION The City reserves the right to cancel all formal solicitations before its opening/closing. In the event of bid/proposal cancellation, the Director of Purchasing shall notify all prospective bidders/proposers and make available a written explanation for the cancellation.
- 1.16. CAPITAL EXPENDITURES Contractor understands that any capital expenditures that the firm makes, or prepares to make, in order to deliver/perform the goods/services required by the City, is a business risk which the contractor must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of any contractor. If contractor has been unable to recoup its capital expenditures during the time it is rendering such goods/services, it shall not have any claim upon the City.
- 1.17. CITY NOT LIABLE FOR DELAYS It is further expressly agreed that in no event shall the City be liable for, or responsible to, the Bidder/Proposer/Consultant, any sub-contractor/sub-consultant, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City has no control.
- 1.18. COLLUSION —Bidder/Proposer, by submitting a response, certifies that its response is made without previous understanding, agreement or connection either with any person, firm or corporation submitting a response

for the same items/services or with the City of Miami's Purchasing Department or initiating department. The Bidder/Proposer certifies that its response is fair, without control, collusion, fraud or other illegal action. Bidder/Proposer certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred and the City reserves the right to reject any and all bids/responses where collusion may have occurred.

- 1.19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, records keeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods or equipment offered, including but not limited to:
- A. Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.
- B. Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.
- C. The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.
- **D.** Environment Protection Agency (EPA), as applicable to this Formal Solicitation.
- E. Uniform Commercial Code (Florida Statutes, Chapter 672).
- F. Americans with Disabilities Act of 1990, as amended.
- G. National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.
- H. National Forest Products Association (NFPA), as applicable to this Formal Solicitation.
- I. City Procurement Ordinance City Code Section 18, Article III.
- J. Conflict of Interest, City Code Section 2-611;61.
- K. Cone of Silence, City Code Section 18-74.
- L. The Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.

Lack of knowledge by the bidder/proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

Copies of the City Ordinances may be obtained from the City Clerk's Office.

1.20. CONE OF SILENCE - Pursuant to Section 18-74 of the City of Miami Code, a "Cone of Silence" is imposed upon each RFP, RFQ, RFLI, or IFB after advertisement and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Contracts for the provision of goods and services and public works or improvements for amounts greater than \$200,000. The Cone of Silence prohibits any communication regarding RFPs, RFQs, RFLI or IFBs (bids) between, among others:

Potential vendors, service providers, bidders, lobbyists or consultants and the City's professional staff including, but not limited to, the City Manager and the City Manager's staff; the Mayor, City Commissioners, or their respective staffs and any member of the respective selection/evaluation committee.

The provision does not apply to, among other communications:

Oral communications with the City purchasing staff, provided the communication is limited strictly to matters of process or procedure already contained in the formal solicitation document; the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-proposal or pre-bid conferences, oral presentations before selection/evaluation committees, contract negotiations during any duly noticed public meeting, or public presentations made to the Miami City Commission during a duly noticed public meeting; or communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable RFP, RFQ, RFLI or IFB (bid) documents (See Section 2.2. of the Special Conditions); or communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI OR IFB by City Purchasing staff.

Proposers or bidders must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the Office of the City Clerk (clerks@miamigov.com), which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Office of the City Clerk.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render any award voidable. A violation by a particular Bidder, Proposer, Offeror, Respondent, lobbyist or consultant shall subject same to potential penalties pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission. Proposers or bidders should reference Section 18-74 of the City of Miami Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review City of Miami Code Section 18-74 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk at 305-250-5360, to obtain a copy of same.

- **1.21. CONFIDENTIALITY** As a political subdivision, the City of Miami is subject to the Florida Sunshine Act and Public Records Law. If this Contract/Agreement contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.
- 1.22. CONFLICT OF INTEREST Bidders/Proposers, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Bidder/Proposer or its employees must be disclosed in writing to the City. Further, you must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in your firm.
- A. Bidder/Proposer further agrees not to use or attempt to use any knowledge, property or resource which may be within his/her/its trust, or perform his/her/its duties, to secure a special privilege, benefit, or exemption for himself/herself/itself, or others. Bidder/Proposer may not disclose or use information not available to members of the general public and gained by reason of his/her/its position, except for information relating exclusively to governmental practices, for his/her/its personal gain or benefit or for the personal gain or benefit of any other person or business entity.
- B. Bidder/Proposer hereby acknowledges that he/she/it has not contracted or transacted any business with the City or any person or agency acting for the City, and has not appeared in representation of any third party before any board, commission or agency of the City within the past two years. Bidder/Proposer further warrants that he/she/it is not related, specifically the spouse, son, daughter, parent, brother or sister, to: (i) any member of the commission; (ii) the mayor; (iii) any city employee; or (iv) any member of any board or agency of the City.
- C. A violation of this section may subject the Bidder/Proposer to immediate termination of any professional services agreement with the City, imposition of the maximum fine and/or any penalties allowed by law.

Page 9 of 35

Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics.

- **1.23. COPYRIGHT OR PATENT RIGHTS** Bidders/Proposers warrant that there has been no violation of copyright or patent rights in manufacturing, producing, or selling the goods shipped or ordered and/or services provided as a result of this formal solicitation, and bidders/proposers agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.
- **1.24. COST_INCURRED BY BIDDER/PROPOSER** = All-expenses involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Bidder(s)/Proposer(s).

1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)

- (a) Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective Contractual Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the city attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of city Contracts. The debarment shall be for a period of not fewer than three years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of city Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the city attorney, and the City Commission.
- (b) Causes for debarment or suspension. Causes for debarment or suspension include the following:
 - (1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.
 - (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
 - (3) Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.
 - (4) Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of nonresponsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
 - (5) Debarment or suspension of the Contractual Party by any federal, state or other governmental entity.
 - (6) False certification pursuant to paragraph (c) below.
 - (7) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which the violation remains noncompliant.
 - (8) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.
 - (9) Any other cause judged by the City Manager to be so serious and compelling as to affect the

Page 10 of 35

responsibility of the Contractual Party performing city Contracts.

- (c) Certification. All Contracts for goods and services, sales, and leases by the city shall contain a certification that neither the Contractual Party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).
- (d) Debarment and suspension decisions. Subject to the provisions of paragraph (a), the City Manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly-to-the-Contractual-Party, along-with-a-notice-of-said-party's-right-to-seek-judicial-relief.
- 1.26. DEBARRED/SUSPENDED VENDORS—An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit response on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 1.27. DEFAULT/FAILURE TO PERFORM The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder/Proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Bidder/Proposer to meet any terms of this agreement, the City will notify the Bidder/Proposer of the default and will provide the contractor three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the Contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the work or deliver the goods/services required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.
- **B.** Failure to begin the work under this Contract within the time specified.
- C. Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- **D.** Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.
- **E.** Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the successful Bidder/Proposer incapable of performing the work in accordance with and as required by the Contract.
- F. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this Contract.

1.28. DETERMINATION OF RESPONSIVENESS - Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation. A "responsive" response is one which follows the requirements of the formal solicitation, includes all documentation, is submitted in the format outlined in the formal solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure

Page 11 of 35

to comply with these requirements may deem a Response non-responsive.

- A. Responsible Bidder shall mean a bidder/proposer who has submitted a bid/prposal and who has the capability, as determined under the City Procurement Ordinance, in all respects to fully perform the contract requirements, and the integrity and reliability of which give reasonable assurance of good faith and performance.
- 1.29. DISCOUNTS OFFERED DURING TERM OF CONTRACT Discount Prices offered in the response shall be fixed after the award by the Commission, unless otherwise specified in the Special Terms and Conditions. Price discounts off the original prices quoted in the response will be accepted from successful Bidder(s)/Proposer(s) during the term of the contract. Such discounts shall remain in effect for a minimum of 120 days from approval by the City Commission Any discounts offered by a manufacturer to Bidder/Proposer will be passed on to the City.
- **1.30. DISCREPANCIES, ERRORS, AND OMISSIONS** Any discrepancies, errors, or ambiguities in the Formal Solicitation or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the Formal Solicitation and will become part of the purchase agreement (contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications.
- A. Order of Precedence Any inconsistency in this formal solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.
- 1) Addenda (as applicable)
- 2) Specifications
- 3) Special Conditions
- 4) General Terms and Conditions
- 1.31. EMERGENCY / DISASTER PERFORMANCE In the event of a hurricane or other emergency or disaster situation, the successful vendor shall provide the City with the commodities/services defined within the scope of this formal solicitation at the price contained within vendor's response. Further, successful vendor shall deliver/perform for the city on a priority basis during such times of emergency.
- 1.32. ENTIRE BID CONTRACT OR AGREEMENT The Bid Contract or Agreement consists of this City of Miami Formal Solicitation and specifically this General Conditions Section, Contractor's Response and any written agreement entered into by the City of Miami and Contractor in cases involving RFPs, RFQs, and RFLIs, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Response, the Formal Solicitation and then the Response shall control. This Contract may be modified only by a written agreement signed by the City of Miami and Contractor.
- 1.33. ESTIMATED QUANTITIES Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of determining the low bidder or most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices bid/proposed or at lower prices in this Formal Solicitation.

1.34. EVALUATION OF RESPONSES

A.Rejection of Responses

The City may reject a Response for any of the following reasons:

Page 12 of 35

- 1) Bidder/Proposer fails to acknowledge receipt of addenda;
- 2) Bidder/Proposer mistates or conceals any material fact in the Response;
- 3) Response does not conform to the requirements of the Formal Solicitation;
- 4) Response requires a conditional award that conflicts with the method of award;
- 5) Response does not include required samples, certificates, licenses as required; and,
- 6) Response was not executed by the Bidder's/Proposer(s) authorized agent.

The foregoing is not an all inclusive list of reasons for which a Response may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

B. Elimination From Consideration

- 1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.
- 2) A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
- 3) A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.

C. Determination of Responsibility

- 1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder/Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.
- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder/Proposer, including past performance (experience) with the City or any other governmental entity in making the award.
- 3) The City may require the Bidder(s)/Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.35. EXCEPTIONS TO GENERAL AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS -

Exceptions to the specifications shall be listed on the Response and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid (IFB) to be considered non-responsive. It also may be cause for a RFP, RFQ, or RFL1 to be considered non-responsive; and, if exceptions are taken to the terms and conditions of the resulting agreement it may lead to terminating negotiations.

- **1.36. F.O.B. DESTINATION** Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the bidder/proposer must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid/proposal price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid/proposal.
- 1.37. FIRM PRICES The bidder/proposer warrants that prices, terms, and conditions quoted in its response will be firm throughout the duration of the contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance or resulting purchase orders or contracts, which are to be performed

Page 13 of 35

or supplied over a period of time.

1.38. FLORIDA MINIMUM WAGE - The Constitution of the State of Florida, Article X, Section 24, states that employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the contractor's and its' subcontractor(s) responsibility to understand and comply with this Florida constitutional minimum wage requirement and pay its employees the current established hourly minimum wage rate, which is subject to change or adjusted by the rate of inflation using the consumer price index for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States Department of Labor. Each adjusted minimum wage rate calculated shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

At the time of responding, it is bidder/proposer and his/her subcontractor(s), if applicable, full responsibility to determine whether any of its employees may be impacted by this Florida Law at any given point in time during the term of the contract. If impacted, bidder/proposer must furnish employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of submitting a response constitute successful bidder's/proposer's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of contract and waiver of any contractual price increase request(s). The City reserves the right to request and successful bidder/proposer must provide for any and all information to make a wage and contractual price increase(s) determination.

- **1.39. GOVERNING LAW AND VENUE** The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida. In any action or proceeding each party shall bear their own respective attorney's fees.
- **1.40. HEADINGS AND TERMS** The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.
- 1.41. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) Any person or entity that performs or assists the City of Miami with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the City of Miami Privacy Standards. HIPAA mandates for privacy, security and electronic transfer standards, which include but are not limited to:
- A. Use of information only for performing services required by the contract or as required by law;
- B. Use of appropriate safeguards to prevent non-permitted disclosures;
- C. Reporting to the City of Miami of any non-permitted use or disclosure;
- **D.** Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- E. Making Protected Health Information (PHI) available to the customer;
- F. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
- G. Making PHI available to the City of Miami for an accounting of disclosures; and
- H. Making internal practices, books and records related to PHI available to the City of Miami for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information

Page 14 of 35

practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.42 INDEMNIFICATION - Contractor shall indemnify, hold/save harmless and <u>defend</u> at its own costs and expense the City, its officials, officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract and will indemnify, hold harmless and defend the City, its officials, officers, agents, directors and employees against, any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted work, even if it is alleged that the City, its officials and/or employees were negligent. These indemnifications shall survive the term of this Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by Contractor, or persons employed or utilized by Contractor.

This indemnity will survive the cancellation or expiration of the Contract. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and which conforms to the limitations of §725.06 and/or §725.08, Fla. Statues, as amended from time to time as applicable.

Contractor shall require all Sub-Contractor agreements to include a provision that they will indemnify the City. The Contractor agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the City participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the City in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement.

- 1.43. FORMATION AND DESCRIPTIVE LITERATURE—Bidders/Proposer must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Bidder/Proposer must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS) as required, covering the products offered. Reference to literature submitted with a previous response or on file with the Buyer will not satisfy this provision.
- 1.44. INSPECTIONS The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Contractor under this Contract conform to the terms and conditions of the Formal Solicitation. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-79), as same may be amended or supplemented from time to time.
- **1.45. INSPECTION OF RESPONSE** Responses received by the City pursuant to a Formal Solicitation will not be made available until such time as the City provides notice of a decision or intended decision or within 30 days after bid closing, whichever is earlier. Bid/Proposal results will be tabulated and may be furnished upon request via fax or e-mail to the Sr. Procurement Specialist issuing the Solicitation. Tabulations also are available on the City's

Page 15 of 35

Web Site following recommendation for award.

1.46. INSURANCE - Within ten (10) days after receipt of Notice of Award, the successful Contractor, shall furnish Evidence of Insurance to the Purchasing Department, if applicable. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions entitled "Insurance Requirements". The City shall be listed as an "Additional Insured."

Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the insurance certificate is received-within-the-specified-time-frame-but-not-in-the-manner-prescribed-in-this-Solicitation-the—Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Solicitation within fifteen (15) calendar days after receipt Notice of Award, the contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder/Proposer may be prohibited from submitting future responses to the City. Information regarding any insurance requirements shall be directed to the Risk Administrator, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1604.

The Bidder/Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in effect for the duration of the contractual period; including any and all option terms that may be granted to the Bidder/Proposer.

1.47. INVOICES - Invoices shall contain purchase order number and details of goods and/or services delivered (i.e. quantity, unit price, extended price, etc); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act).

1.48. LOCAL PREFERENCE

- A. City Code Section 18-85, states, "when a responsive, responsible non-local bidder submits the lowest bid price, and the bid submitted by one or more responsive, responsible local bidders who maintain a local office, as defined in Section 18-73, is within fifteen percent (15%) of the price submitted by the non-local bidder, then that non-local bidder and each of the aforementioned responsive, responsible local bidders shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local bidder. Contract award shall be made to the lowest responsive, responsible bidder submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local bidder and a non-local bidder, contract award shall be made to the local bidder."
- B. City Code Section 18-86, states, "the RFP, RFLI or RFQ, as applicable, may, in the exercise of the reasonable professional discretion of the City Manager, director of the using agency, and the Chief Procurement Officer, include a five (5%) percent evaluation criterion in favor of proposers who maintain a local office, as defined in Section 18-73. In such cases, this five (5%) percent evaluation criterion in favor of proposers who maintain a local office will be specifically defined in the RFP, RFLI or RFQ, as applicable; otherwise, it will not apply.
- **1.49. MANUFACTURER'S CERTIFICATION** The City reserves the right to request from bidders/proposers a separate Manufacturer's Certification of all statements made in the bid/proposal. Failure to provide such certification may result in the rejection of bid/proposal or termination of contract/agreement, for which the bidder/proposer must bear full liability.
- 1.50. MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS No contract or understanding to modify this Formal Solicitation and resultant purchase orders or contracts, if applicable, shall be binding upon the City unless made in writing by the Director of Purchasing of the City of Miami, Florida through the issuance of a change order, addendum, amendment, or supplement to the contract, purchase order or award sheet

Page 16 of 35

as appropriate.

- **1.51. NO PARTNERSHIP OR JOINT VENTURE** Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Miami and Contractor, or to create any other similar relationship between the parties.
- 1.52. NONCONFORMANCE TO CONTRACT CONDITIONS Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing Laboratories as determined by the City. The data derived from any test for compliance with specifications is public record and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at Bidder's/Proposer's expense. These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in bidder/proposer being found in default in which event any and all re-procurement costs may be charged against the defaulted contractor. Any violation of these stipulations may also result in the supplier's name being removed from the City of Miami's Supplier's list.
- 1.53. NONDISCRIMINATION Bidder/Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this formal solicitation. Furthermore, Bidder/Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

In connection with the conduct of its business, including performance of services and employment of personnel, Bidder/Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

1.54. NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION - At such times as may serve its best interest, the City of Miami reserves the right to advertise for, receive, and award additional contracts for these herein goods and/or services, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources for the purchase of these goods and/or services as may be available.

It is hereby agreed and understood that this formal solicitation does not constitute the exclusive rights of the successful bidder(s)/proposer(s) to receive all orders that may be generated by the City in conjunction with this Formal Solicitation.

In addition, any and all commodities, equipment, and services required by the City in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under this solicitation, unless such purchases are determined to be in the best interest of the City.

- 1.55. OCCUPATIONAL LICENSE Any person, firm, corporation or joint venture, with a business location in the City of Miami and is submitting a Response under this Formal Solicitation shall meet the City's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside the City of Miami shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the response; however, the City may at its sole option and in its best interest allow the Bidder/Proposer to supply the license to the City during the evaluation period, but prior to award.
- **1.56. ONE PROPOSAL** Only one (1) Response from an individual, firm, partnership, corporation or joint venture will be considered in response to this Formal Solicitation.

Page 17 of 35

- 1.57. OWNERSHIP OF DOCUMENTS It is understood by and between the parties that any documents, records, files, or any other matter whatsoever which is given by the City to the successful Bidder/Proposer pursuant to this formal solicitation shall at all times remain the property of the City and shall not be used by the Bidder/Proposer for any other purposes whatsoever without the written consent of the City.
- **1.58. PARTIAL INVALIDITY** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.
- 1.59. PERFORMANCE/PAYMENT BOND -A Contractor may be required to furnish a Performance/Payment Bond as part of the requirements of this Contract, in an amount equal to one hundred percent (100%) of the contract price.
- 1.60. PREPARATION OF RESPONSES (HARDCOPY FORMAT) –Bidders/Proposers are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All bid/proposed amounts, if required, shall be either typewritten or entered into the space provided with ink. Failure to do so will be at the Bidder's/Proposer's risk.
- **A.** Each Bidder/Proposer shall furnish the information required in the Formal Solicitation. The Bidder/Proposer shall sign the Response and print in ink or type the name of the Bidder/Proposer, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, as required.
- **B.** If so required, the unit price for each unit offered shall be shown, and such price shall include packaging, handling and shipping, and F.O.B. Miami delivery inside City premises unless otherwise specified. Bidder/Proposer shall include in the response all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Bidder/Proposer to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will be presumed correct.
- C. The Bidder/Proposer must state a definite time, if required, in calendar days for delivery of goods and/or services.
- D. The Bidder/Proposer should retain a copy of all response documents for future reference.
- E. All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.
- F. Responses are to remain valid for at least 180 days. Upon award of a contract, the content of the Successful Bidder's/Proposer's response may be included as part of the contract, at the City's discretion.
- G. The City of Miami's Response Forms shall be used when Bidder/Proposer is submitting its response in hardcopy format. Use of any other forms will result in the rejection of the response. IF SUBMITTING HARDCOPY FORMAT, THE ORIGINAL AND THREE (3) COPIES OF THESE SETS OF FORMS, UNLESS OTHERWISE SPECIFIED, AND ANY REQUIRED ATTACHMENTS MUST BE RETURNED TO THE CITY OR YOUR RESPONSE MAY BE DEEMED NON-RESPONSIVE.
- 1.61. PRICE ADJUSTMENTS Any price decrease effectuated during the contract period either by reason of

market change or on the part of the contractor to other customers shall be passed on to the City of Miami,

1.62. PRODUCT SUBSTITUTES - In the event a particular awarded and approved manufacturer's product becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

1.63. CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS -

Contractor-represents and warrants to the City-that it has not employed or retained any person or company employed by the City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

1.64. PROMPT PAYMENT –Bidders/Proposers may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for response evaluation purposes.

Bidders/Proposers are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Bidder/Proposer must enter zero (0) for the percentage discount to indicate no discount. If the Bidder/Proposer fails to enter a percentage, it is understood and agreed that the terms shall be 2% 20 days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from successful bidders/proposers during the term of the contract.

- 1.65. PROPERTY Property owned by the City of Miami is the responsibility of the City of Miami. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Miami. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City of Miami shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property, if any.
- **1.66. PROVISIONS BINDING** Except as otherwise expressly provided in the resulting Contract, all covenants, conditions and provisions of the resulting Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- 1.67. PUBLIC ENTITY CRIMES A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Page 19 of 35

- 1.68. PUBLIC RECORDS Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City of Miami Code, Section 18, Article III, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records". Contractor's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of this Contract by the City.
- **1.69. QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT** All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.
- **1.70. QUALITY OF WORK/SERVICES** The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation.
- 1.71. REMEDIES PRIOR TO AWARD (Sec. 18-106) If prior to Contract award it is determined that a formal solicitation or proposed award is in violation of law, then the solicitation or proposed award shall be cancelled by the City Commission, the City Manager or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

1.72. RESOLUTION OF CONTRACT DISPUTES (Sec. 18-105)

- (a) Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the city attorney, shall have the authority to resolve controversies between the Contractual Party and the city which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than \$25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to controversies based upon breach of Contract, mistake, misrepresentation or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.
- (b) Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission or the City Manager which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this section.

1.73. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (Sec. 18-104)

(a) Right to protest. The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed \$25,000.

Protests thereon shall be governed by the Administrative Policies and Procedures of Purchasing.

1.Protest of Solicitation.

i. Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a Contract may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the Request for Proposals, Request for Qualifications or Request for Letters of Interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer; or

Page 20 of 35

ii. Any prospective bidder who intends to contest the Solicitation Specifications or a solicitation may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

2. Protest of Award.

- i. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the proposer of the notice of the City Manager's recommendation for award of Contract, which will be posted on the City of Miami Purchasing Department website, in the Supplier Corner, Current Solicitations and Notice of Recommendation of Award Section. The notice of the City Manager's recommendation can be found by selecting the details of the solicitation and is listed as Recommendation of Award Posting Date and Recommendation of Award To fields. If "various" is indicated in the Recommendation of Award To field, the Bidder/Proposer must contact the buyer for that solicitation to obtain the suppliers name. It shall be the responsibility of the Bidder/Proposer to check this section of the website daily after responses are submitted to receive the notice; or
- ii. Any actual Responsive and Responsible Bidder whose Bid is lower than that of the recommended bidder may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the bidder of the notice of the city's determination of non responsiveness or non responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.
- iii. A written protest based on any of the foregoing must be submitted to the Chief Procurement Officer within five (5) days after the date the notice of protest was filed. A written protest is considered filed when received by the Chief Procurement Officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence and shall be accompanied by the required Filing Fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the Chief Procurement Officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

- (b) Authority to resolve protests. The Chief Procurement Officer shall have the authority, subject to the approval of the City Manager and the city attorney, to settle and resolve any written protest. The Chief Procurement Officer shall obtain the requisite approvals and communicate said decision to the protesting party and shall submit said decision to the City Commission within 30 days after he/she receives the protest. In cases involving more than \$25,000, the decision of the Chief Procurement Officer shall be submitted for approval or disapproval thereof to the City Commission after a favorable recommendation by the city attorney and the City Manager.
- (c) Compliance with filing requirements. Failure of a party to timely file either the notice of intent to file a protest or

Page 21 of 35

the written protest, together with the required Filing Fee as provided in subsection (f), with the Chief Procurement Officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section

- (d) Stay of Procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the Contract until the protest is resolved by the Chief Procurement Officer or the City Commission as provided in subsection (b) above, unless the City Manager makes a written determination that the solicitation process or the Contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.
- (e) Costs. All costs accruing from a protest shall be assumed by the protestor.
- (f) Filing Fee. The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the Bid or proposed Contract, or \$5000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Chief Procurement Officer and/or the City Commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above.
- 1.74. SAMPLES Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, bidder(s)/proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the City.
- 1.75. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES Contractor shall not sell, assign, transfer or subcontract at any time during the term of the Contract, or any part of its operations, or assign any portion of the performance required by this contract, except under and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.
- 1.76. SERVICE AND WARRANTY When specified, the bidder/proposer shall define all warranty, service and replacements that will be provided. Bidders/Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your response.
- 1.77. SILENCE OF SPECIFICATIONS The apparent silence of these specifications and any supplemental specification as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship and services is to be first quality.

All interpretations of these specifications shall be made upon the basis of this statement.

If your firm has a current contract with the State of Florida, Department of General Services, to supply the items on this solicitation, the bidder/proposer shall quote not more than the contract price; failure to comply with this request will result in disqualification of bid/proposal.

1.78. SUBMISSION AND RECEIPT OF RESPONSES - Responses shall be submitted electronically via the Oracle System or responses may be submitted in hardcopy format to the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133-5504, at or before, the specified closing date and time as designated in the IFB, RFP, RFQ, or RFLI. NO EXCEPTIONS. Bidders/Proposers are welcome to attend the solicitation closing; however, no

Page 22 of 35

award will be made at that time.

A. Hardcopy responses shall be enclosed in a sealed envelope, box package. The face of the envelope, box or package must show the hour and date specified for receipt of responses, the solicitation number and title, and the name and return address of the Bidder/Proposer. Hardcopy responses not submitted on the requisite Response Forms may be rejected. Hardcopy responses received at any other location than the specified shall be deemed non-responsive.

Directions-to-City-Hall:-

FROM THE NORTH: I-95 SOUTH UNTIL IT TURNS INTO US1. US1 SOUTH TO 27TH AVE., TURN LEFT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, I BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT. FROM THE SOUTH: US1 NORTH TO 27TH AVENUE, TURN RIGHT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, I BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

- **B.** Facsimile responses will not be considered.
- C. Failure to follow these procedures is cause for rejection of bid/proposal.
- **D.** The responsibility for obtaining and submitting a response on or before the close date is solely and strictly the responsibility of Bidder/Proposer. The City of Miami is not responsible for delays caused by the United States mail delivery or caused by any other occurrence. Responses received after the solicitation closing date and time will be returned unopened, and will not be considered for award.
- E. Late responses will be rejected.
- F. All responses are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- **G.** Modification of responses already submitted will be considered only if received at the City before the time and date set for closing of solicitation responses. All modifications must be submitted via the Oracle System or in writing. Once a solicitation closes (closed date and/or time expires), the City will not consider any subsequent submission which alters the responses.
- **H.** If hardcopy responses are submitted at the same time for different solicitations, each response must be placed in a separate envelope, box, or package and each envelope, box or package must contain the information previously stated in 1.82.A.
- 1.79. TAXES The City of Miami is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Bidders/Proposers should be aware of the fact that all materials and supplies which are purchased by the Bidder/Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended and all amendments thereto and shall be paid solely by the Bidder/Proposer.
- **1.80. TERMINATION** The City Manager on behalf of the City of Miami reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:
- A. The contractor is determined by the City to be in breach of any of the terms and conditions of the contract.
- B. The City has determined that such termination will be in the best interest of the City to terminate the contract for

Page 23 of 35

its own convenience;

- C. Funds are not available to cover the cost of the goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.
- **1.81. TERMS OF PAYMENT** Payment will be made by the City after the goods and/or services awarded to a Bidder/Proposer have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the City of Miami.

Payment shall be made after delivery, within 45 days of receipt of an invoice and authorized inspection and acceptance of the goods/services and pursuant to Section 218.74, Florida Statutes and other applicable law.

- **1.82. TIMELY DELIVERY** Time will be of the essence for any orders placed as a result of this solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on their Response. Deliveries are to be made during regular City business hours unless otherwise specified in the Special Conditions.
- **1.83. TITLE** Title to the goods or equipment shall not pass to the City until after the City has accepted the goods/equipment or used the goods, whichever comes first.
- **1.84.TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE-** All Responses submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets."

If the Response contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the Solicitation number and title marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your Response as a "trade secret" you agree to indemnify and hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging your claim.

- **1.85. UNAUTHORIZED WORK OR DELIVERY OF GOODS-** Neither the qualified Bidder(s)/Proposer(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor. The qualified Bidder(s)/Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the contract or any work performed by an employee not otherwise previously authorized.
- **1.86. USE OF NAME** The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Solicitation are to be mentioned, or imply the name of the City, without prior express written permission of the City Manager or the City Commission.
- **1.87. VARIATIONS OF SPECIFICATIONS** For purposes of solicitation evaluation, bidders/proposers must indicate any variances from the solicitation specifications and/or conditions, no matter how slight. If variations are not stated on their Response, it will be assumed that the product fully complies with the City's specifications.

Page 24 of 35

2. Special Conditions

2.1. PURPOSE

The purpose of this Solicitation is to establish a contract, for rubber surfacing installation services, as specified herein, from a source(s), fully compliant with the terms, conditions and stipulations of the solicitation.

2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

Any questions or clarifications concerning this solicitation shall be submitted by email or facsimile to the Procurement Department, Attn: Victoria Giraldo; fax: (305) 400-5361 or email: VictoriaGiraldo@miamigov.com, and a copy filed with the Office of the City Clerk, pursuant to Section 1.20. Cone of Silence. The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than Monday, April 2,2018 at 2:00 p.m.. All responses to questions will be sent to all prospective bidders/proposers in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

2.3. METHOD OF AWARD

The City reserves the right to make multiple awards if it is in the best interest of the City. If a multiple award is given, request for Task Order assignments will be made on the basis of the unit prices submitted and the availability of the bidders work unit to the schedule set by the City of Miami. The City will however, before selecting the vendor from whom to order, utilize the best bid dependent upon availability at the time, as required during the contract period.

2.4. TERM OF CONTRACT

The Contract shall commence upon the date of notice of award and shall be effective for three (3) years with the option to renew for three (3) additional one (1) year periods, subject to the availability of funds for succeeding fiscal years.

Continuation of the contract beyond the initial period is a City prerogative; not a right of the Successful Bidder(s). This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

2.5. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- (2) Availability of funds

2.6. EQUITABLE ADJUSTMENT

The Procurement Department may, in its sole discretion, make an equitable adjustment in the contract terms and/or

Page 25 of 35

pricing if pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to circumstances beyond the Successful Bidder(s) control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Successful Bidder(s) that continued performance of the contract would result in a substantial loss. Successful Bidder(s) may have to supply documentation to justify any requested percentage increase in cost to the City of Miami.

2.7. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to the Successful Bidder(s) or his assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City. No guarantee, warranty or representation is made that any project(s) will be awarded to any firm(s).

2.8. BIDDERS MINIMUM REQUIREMENTS

Bids will be considered only from firms that are regularly engaged in the business of providing goods and/or services as described in this Bid; that have a record of performance for three (3) years; and that have adequate financial support, equipment and organization to insure that they can satisfactorily provide the goods and/or services if awarded a Contract under the terms and conditions herein stated. Bidder shall:

- (1) Not have any member, officer, or stockholder that is in arrears or is in default of any debt or contract involving the City, is a defaulter surety otherwise, upon any obligation to the City, and/or has failed to perform faithfully on any previous contract with the City.
- (2) Have no record of pending lawsuits or criminal activities, and have never been declared bankrupt within the last three (3) years.

2.9. INSURANCE REQUIREMENTS

INDEMNIFICATION

Successful Bidder shall pay on behalf of, indemnify and save City and its officials harmless, from and against any and all claims, liabilities, losses, and causes of action, which may arise out of Successful Bidder's performance under the provisions of the contract, including all acts or omissions to act on the part of Successful Bidder, including any person performing under this Contract for or on Successful Bidder's behalf, provided that any such claims, liabilities, losses and causes of such action are not attributable to the negligence or misconduct of the City and, from and against any orders, judgments or decrees which may be entered and which may result from this Contract, unless attributable to the negligence or misconduct of the City, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim, or the investigation thereof.

The Successful Bidder shall furnish to City of Miami, c/o Procurement Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

Page 26 of 35

Commercial General Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence \$1,000,000

General Aggregate Limit \$2,000,000
Products/Completed Operations \$1,000,000

Personal and Advertising Injury \$1,000,000

B. Endorsements Required

City of Miami listed as an additional insured Primary Insurance Clause Endorsement Premises and Operations Liability Contingent and Contractual Exposures

Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability
Combined Single Limit
Any Auto, Owned or Scheduled Autos
Including Hired, Borrowed or Non-Owned Autos
Any One Accident \$1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

Worker's Compensation

Limits of Liability Statutory: State of Florida Waiver of Subrogation

A. Employer's Liability

Page 27 of 35

\$100,000 for bodily injury caused by an accident, each accident. \$100,000 for bodily injury caused by disease, each employee \$500,000 for bodily injury caused by disease, policy limit

B. Umbrella Liability

Each Occurrence \$1,000,000 Policy Aggregate \$1,000,000

City of Miami listed as additional insured. Policy is excess follow form over all applicable liability policies listed herein.

BINDERS ARE UNACCEPTABLE.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Successful Bidder.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: CITY BID NUMBER AND/OR TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the Successful Bidder of his liability and obligation under this section or under any other section of this Agreement.

- —If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.
- --In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall:
- (4) Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Invitation To Bid.
- (5) The City may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Bidder in conjunction with the General and Special Terms and Conditions of the Bid.

The Successful Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Bidder.

Page 28 of 35

2.10. PRE-BID CONFERENCE

A Voluntary pre-bid conference will be held on March 28,2018 at 10:00 a.m., at City of Miami MRC Building 6th floor South. During this conference, a discussion of the requirements of the solicitation will occur. The purpose of the pre-bid conference is to allow potential Bidders an opportunity to present questions to staff and obtain clarification of the requirements of the solicitation documents. Each potential Bidder is required, prior to submitting a Bid, to acquaint itself thoroughly with any and all conditions and/or requirements that may in any manner affect the-work-to-be performed. No-allowances-will-be-made-because-of-lack-of-knowledge-of-these-conditions.

All questions and answers adversely affecting the scope of work/specifications of the bid will be included in an addendum and sent immediately following the conference to all the attendees.

2.11. PROJECT MANAGER

Upon award, Successful Bidder(s) shall report and work directly with Vladimir Jeannot, or designee, who shall be designated as the Project Manager(s) for the City.

2.12. CONTRACTOR TO BE REPRESENTED

The Successful Bidder(s) at all times must either be personally present at the worksite or be represented at the worksite by a responsible agent or agents designated by the Successful Bidder(s) in written notice to the City prior to the beginning of work. Such notification shall include pertinent data such as addresses, phone numbers, etc., where said agent or agents may be contacted at any time of the day or night. The agent or agents shall be clothed with full authority to act for the Successful Bidder(s) in all cases, and to carry out any instructions relative to the work may be given by the City.

2.13. SUPERVISION

Successful Bidder(s) shall employ a competent supervisor, at no additional cost to the City, who shall be in charge of project and monitor the quality of the work and performance of the Successful Bidder's personnel during the progress of the project. The supervisor shall be the primary representative for the Successful Bidder(s) and all communications given to and all decisions made by the supervisor shall be binding to the Successful Bidder(s). Notwithstanding, the supervisor shall be considered to be, at all times, an employee of the Successful Bidder(s) under its sole direction and not an employee or agent of City of Miami.

2.14. RESPONSE TIME

A <u>twenty-four (24)</u> hour response time is required. Failure to respond to a service call within the specified time may result in the successful vendor paying any and all costs associated with the repairs performed by a secondary vendor.

2.15. COMPLETION TIME

Substantial completion shall be achieved within a reasonable time period, weather permitting, from Notice to Proceed.

Page 29 of 35

2.16. SPECIFICATION EXCEPTION

Any obvious error or omission in the specifications shall not be used to the benefit of the Bidder(s) but shall put the Bidder(s) on notice to inquire or identify the same from the City.

2.17. COMPLETED WORK

The City shall be notified by the Successful Bidder upon completion of work. The City shall inspect and approve completed work before authorizing payment. Work not satisfactorily completed shall be redone by the Successful Bidder at no additional charge to the City.

2.18. HOURLY LABOR RATE

The hourly rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the Bidder. This rate is assumed to be at straight time for all labor, except as otherwise noted.

2.19. METHOD OF PAYMENT

Payment will be made upon final completion and acceptance of the project. The City will pay the contract price minus any liquidated damages and/or other damages to the Successful Bidder(s) upon final completion and acceptance. Payment will be made on partial deliveries accepted by the City when the amount due on such deliveries so warrants at the discretion of the City.

2.20. LIQUIDATED DAMAGES

Failure to complete the project in accordance with the specifications and to the satisfaction of the City within the time stated, shall result in liquidated damages being assessed. The Successful Bidder shall be subject to an assessment of liquidated damages in the amount of \$100.00 for each and every calendar day the work remains incomplete (not to exceed the total amount of the contract), as compensation due to the City for loss of use and for additional costs incurred by the City due to such noncompletion of the work. The City shall have the right to deduct said liquidated damages from any amount due or that may become due to the Successful Bidder under this agreement or to invoice the Successful Bidder for such damages if the costs incurred exceed the amount due to the Successful Bidder.

2.21. DAMAGES TO PUBLIC/PRIVATE PROPERTY

The Successful Bidder shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the Successful Bidder, at his/her expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from date damage was done).

2.22. WORKMANSHIP AND MATERIALS

Page 30 of 35

All parts installed and materials used in performance of this Contract shall be new and unused (of current design or manufacture). Salvage materials will not be allowed without the express consent of the City. All materials and workmanship shall be of the highest quality and shall conform to all applicable laws, statutes, codes and ordinances, so as to ensure safe and functional operation. The City shall be the sole judge as to parts and workmanship.

2.23, MATERIALS/PRODUCT QUALITY

The Successful Bidder(s) hereby acknowledges and agrees that all materials/products, except where recycled content is specifically requested, supplied by the Successful Bidder(s) in conjunction with this Bid shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials/products supplied to the City by the Successful Bidder(s) are found to be defective or do not conform to specifications, the City reserves the right to cancel the order and return such materials/products to the Successful Bidder(s) to replace the materials/products at the Successful Bidder's expense.

2.24. WARRANTY

The Successful Bidder(s) will be required to provide a warranty in which the Successful Bidder(s) agrees to repair or replace components of playground system that fail in materials or workmanship within the specified warranty period. Warranty shall not be conditioned on the City providing periodic application of sealers or other coatings, or any other maintenance, to the wear course during the warranty period. If such coatings are required during the warranty period, they shall be provided by the Successful Bidder(s) at no additional cost to the City.

2.25. USE OF PREMISES

The Successful Bidder(s) shall confine his/her equipment, apparatus, the storage of materials, and the operation of his/her workmen to the limits indicated by law, ordinances, permits, or direction of the project manager, and shall not unreasonably encumber the premises with his/her materials. The Successful Bidder(s) shall take all measures necessary to protect his/her own materials.

2.26. SAFETY MEASURES

The Successful Bidder(s) shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by his/her operation and work in progress must be posted.

All employees of the Successful Bidder(s) shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The Successful Bidder(s) shall use only equipment that is fully operational and in safe operating order. The Successful Bidder(s) shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity - work shall cease until it is safe to proceed.

2.27. FAILURE TO PERFORM

Should it not be possible to reach the Successful Bidder(s) or supervisor and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, the City reserves the right to

Page 31 of 35

declare Successful Bidder(s) in default of the contract or make appropriate reductions in the contract payment.

2.28. ADDITIONAL CONTRACTOR(S) OR SUBCONTRACTOR(S)

There are no implied or express guarantee that all Successful Bidders under this contract will receive work assignments during any given catastrophic events such as tornadoes, hurricanes, severe storms or any other public emergency. However, the City reserves the right to assign work to multiple Successful Bidders at any given point in time, add Contractor(s) who were not part of the initial award to the contract or direct Successful Bidder(s) to hire Subcontractor(s), which may or may not be part of this bid contract, to expedite the clean-up efforts of debris to restore normalcy and order to the lives of City residents, businesses, and general public in an expeditious manner.

2.29. ADDITIONS/DELETIONS OF PRODUCTS/SERVICES/LOCATIONS

Although this Solicitation identifies specific locations/services/products to be serviced, it is hereby agreed and understood that any location/services/products may be added/deleted to/from this contract at the option of the City. When an addition to the contract is required, the successful bidder(s) under this contract shall be invited to submit price quotes for these new locations/services/products. If these quotes are comparable with market prices offered for similar services/products, they shall be added to the contract whichever is in the best interest of the City and an addendum and a separate purchase order shall be issued by the City.

2.30. TERMINATION

A. FOR DEFAULT

If Successful Bidder defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Miami. In such event the Successful Bidder shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Bidder was not in default or (2) the Successful Bidder's failure to perform is without his or his Subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Miami.

B. FOR CONVENIENCE

The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interest of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Miami the Successful Bidder will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.31, ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included as part of your solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General

Page 32 of 35

Conditions and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Bidder's authorized signature affixed to the Bidder's acknowledgment form attests to this.

3. Specifications

3.1. SPECIFICATIONS/SCOPE OF WORK

Background

There are approximately 131 park facilities located in the City of Miami. This solicitation is designed to acquire rubber surfacing services necessary to repair the City's playground areas in a timely, efficient, and safe manner. This contract will include all current and future parks of the City of Miami, as well as use by any other user department of the City.

The Successful Bidder shall:

- 1. Furnish all labor, materials, supplies, tools, equipment, and heavy equipment necessary to perform work as needed and as requested by the Parks and Recreation Department (Parks)
- 2. Provide and pay for all materials, labor, tools, equipment, safety/protection barriers, transportation, taxes, insurance, etc. and all things necessary to execute, complete, and deliver the work requested by Parks.
- 3. Visit the designated sites at the direction of Parks to identify and confirm the repairs requested by Parks and to provide a quote for said repair prior to scheduling work.
- 4. Provide and use only "new" repair parts and materials on any project. Factory "seconds", refurbished, defects, discontinued, and/or surplus aftermarket parts and supplies shall not be used.
- 5. Be responsible for the removal of all debris from the site. All work areas shall be left in a clean and safe condition.
- 6. Not use the City facility's dumpster to dispose of any debris related to the project's work.
- 7. Only proceed with repair/installation when existing and forecasted weather conditions permit playground surface system installation to be performed according to manufacturer's written instructions and warranty requirements.
- 8. Provide a warranty in which the Successful Bidder agrees to repair or replace components of playground system that fail in materials or workmanship within the specified warranty period.

Additionally:

- 1. The playground safety surface system shall provide for resilient, seamless rubber surface installed meeting the following requirements:
 - A. Fall protection as required by Federal and State Statues, Standards, Regulations and any reference material noted herein.
 - B. Accessibility as required by Federal and State Statutes, Standards and Regulations.

Page 34 of 35

- C. Surfaces intended to serve as accessible paths of travel shall be firm, stable and slip-resistant and as required by Federal and State Statutes, Standards and Regulations.
- 2. Only installers approved by the safety surfacing manufacturer will be considered for qualification
- 3. Warranty-shall-not-be-conditioned-on-the-City-providing-periodic-application-of-sealers-or-other-coatings, or any-other maintenance, to the wear course during the warranty period. If such coatings are required during the warranty period, they shall be provided by the installer at no additional cost to the City.

Large Scale Projects and Other Materials

- 1. All installation projects larger than 5500 sq ft will be quoted on an as needed basis.
- 2. All patch repair requests over 350 sq ft will be quoted on an as needed basis.
- 3. All fencing that may be needed to protect the area from the public shall be quoted by Successful Bidder on a separate line item.

Note:

Any obvious error or omission in the specifications shall not be used to the benefit of the Successful Bidder(s) but shall put the Bidder(s) on notice to inquire or identify the same from Parks.

The City reserves the right to purchase parts directly to complete any projects required under this contract.

PROPOSAL # 21-31769



A PAYCORE Company

Robertson Industries, Inc.

2414 West 12th Street, Suite 5 Tempe, AZ 85281 (800) 858-0519

FAX: (602) 340-0402 www.totturf.com

Date Issued: March 12, 2021

PRODUCT NAME

Phone:

Project Name: Optimist Park 1.5" retop

Address: 6411 NW 162nd Street Miami Lakes, FL 33014

DESCRIPTION

Name: Glenn Haab Contact: Manny Martinez Phone: (305) 819-7768

Email:

Email: msrtinezm@miamilakes-fl.gov **Sales Representative**

Phone: (954) 882-1366

Email: ghaab@totturf.com

PRICE EXPIRES: 06/10/2021

UNIT PRICE | TOTAL

Q2?

INITIALS

Fax: (602) 340-0402

TotTurf ReNew Re-Top Optimist Park: Line 8) 1.5" Re-New retop			3,000	\$10.66	\$31,980.00			
Surfacing Repairs	Surfacing Repairs Picnic Park: Line 16)1/2" wear course patch work		32	\$28.99	\$927.68			
GRAND TOTAL	GRAND TOTAL \$32,907.68							
CONTRACT TYPE:	Regul	ar W	AGE TYPE:	Non-Prevailing	UNION:		CA GRANT:	
DETAILED SCOPE:								
Quote is to retop existing PIP surface with 1.5" Re-NEW Retop (1" buffings layer to fill in cracks, holes, edge separation, voids) + new 0.5" wear course PIP colors quoted are 50% std green / 50% black mix with aromatic urethane 5 year warranty on 1.5" Re-new retop								
***at same mobilization & while retopping Optimist park - PIP repairs to be made at Picnic Park @ Youth Center:								
4'x4' = 16sf @ corner of surface AND 4'x4' = 16sf @ slide exist								
PIP color blue/black mix TOTAL 32SF of 0.5" repairs								
30 day warranty on PIP repairs								
*Pricing as per City of Miami PIP Rubber Surface repair services contract #783382 / Blanket PO# 1807353								
Scheduling/Site Contact	:					ES	TIMATED INSTA	ALL DATE:











TERMS & CONDITIONS:

- Quote is based on the information provided here within and is subject to change based on final installation unless otherwise indicated in writing. Any changes or additions to this proposal will affect pricing.
- 2. Changes to the proposed scope not agreed to here within or separately in writing may result in additional charges (change order). Work cannot commence until Change Order(s) are fully executed.
- 3. ANY additional site work not included here within, including sub base, is the responsibility of the owner.
- 4. Job site access must be at a maximum of 25' for trucks and mixer, with no stairs. Irrigation, sprinkler, and/or water systems must be shut off 24 hours before install and remain off until 24 hours after the installation has completed.
- 5. Charges for downtime/stand-by may be assessed in the event that installation is delayed due to the site not being ready as scheduled or if installation is interrupted for reasons other than those related to weather or general public emergencies.
- 6. Security during install and upon completion is the responsibility of the owner, unless specified otherwise in Project Scope.
- 7. Excess material at the job site upon completion is property of Robertson Industries, Inc., unless otherwise noted here within.
- 8. Installations scheduled after 90 days of proposal acceptance may be subject to price adjustments.
- Scheduling and crew deployment is subject to local weather conditions.
- 10. Warranty will NOT be issued unless "Completion Sheet" is signed.
- 11. All projects over \$2,500.00 will be issued a preliminary lien.

Force Majeure: No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

PROPOSAL ACCEPTANCE: I agree to the scope and details as provided for the abovementioned proposal as well as the terms 0

	t. I am duly authorized approve and accept this proposal as stated.
CONTRACT to follow	□ PURCHASE ORDER to follow □ ACCEPT THIS AS OUR AGREEMENT
policy provided by yo	e via Check, Cash, or Credit Card. Customers requesting a line of credit must refer to the credit ur sales representative. your TAX EXEMPT CERTIFICATE if you or your company is claiming tax exemption.
	TOTAL PURCHASE AMOUNT: \$32,907.68
SIGNATURE:	DATE:
Printed Name: Company Name:	Title:
Address: BILLING Contact Name:	
BILLING Email:	Phone: Fax:
	ssue all POs. Contracts, and payments to ROBERTSON INDUSTRIES, INC.

Send ALL completed forms back to your Sales Representative: Glenn Haab: ghaab@totturf.com or Fax: (602) 340-0402

CLICK HERE TO PAY WITH A CREDIT CARD: PAY NOW!

Robertson Industries, Inc: 2414 West 12th Street, Suite 5, Tempe, AZ 85281 ~ (800) 858-0519, FX: (602) 340-0402

AZ: ROC091920, CLASS L-05 ~ CA: 667261, CLASS C/61 D/12 ~ FL: CGC 038554 ~ NV: 42331, CLASS C25 C40 **CALIFORNIA PWC REGISTRATION NUMBER: 1000002700 (DIR#)**

The PlayCore Surfacing Division Includes: Robertson Recreational Surfacing (Robertson Industries, Inc.), Sports Surface Specialties, Rubber Designs and American Recycling Center

TOWN OF MIAMI LAKES FY2020-2021 AMENDED BUDGET INFRASTRUCTURE SINKING FUND Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2020-21 AMENDED BUDGET	BUDGET LINE ITEM TRANSFERS JUNE	FY2020-21 AMENDED BUDGET	BUDGET AMENDMENT & LINE ITEM TRANSFERS COMMENTS
	INFRASTRUCTURE SINKING FUND				
	REVENUES				
307-361100	INTEREST INCOME	\$0		\$0	
307-370000	BUDGET CARRYFORWARD	\$151,471		\$151,471	
307-381109	TRANSFERS IN - GENERAL FUND	\$150,000		\$150,000	
	TOTAL INFRASTRUCTURE SINKING FUND REVENES	\$301,471		\$301,471	- -
	EXPENSES				
307-549002	CONTINGENCY RESERVE	\$270,351	(\$31,980)	\$238,371	
3077237-563000	INFRASTRUCTURE-PARK WEST- MARY COLLINS	\$5,900		\$5,900	
3077217-563000	INFRASTRUCTURE-ROYAL OAKS PARK-RACC	\$25,220		\$25,220	
3077247-563000	INFRASTRUCTURE-MIAMI LAKES OPTIMIST PARK-MLOP	\$0	\$31,980	\$31,980	Transfer from contingnecy reserve line item to fund the resurfacing of the boundless playground at MLOP.

\$301,471

\$0

\$0

\$0

\$301,471

\$0

TOTAL INFRASTRUCTURE SINKING FUND EXPENDITURES

NET INFRASTRUCTURE SINKING FUND

91 1 of 1



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers

From: Edward Pidermann, Town Manager

Subject: Authorization to Award a Contract for Agent/Broker of Record for Insurance Services, RFQ

No. 2021-21

Date: June 8, 2021

Recommendation:

It is recommended that the Town Council authorize the Town Manager to award a contract to A&A Insurance Services (A&A), the highest ranked proposer, for the Agent/Broker of Record for Insurance Services contract.

Background

The Town issued Request for Qualifications ("RFQ") 2021-21 for Agent/Broker of Record for Insurance Services on March 25, 2021. The RFQ was advertised in the Miami Daily Business Review, posted to DemandStar, Public Purchase, and posted in the Government Center Lobby.

To qualify for award, prospective Proposers were required to:

- 1. Be an active, registered business and have been in business for no less than five (5) years from the advertisement date of this RFQ;
- 2. Hold all required licenses within the State of Florida in order to provide the services listed in this RFQ; and
- 3. Have acted as full-service Agent/Broker for Florida local government for at least two (2) consecutive years within the past five (5) years demonstrated through at least two (2) client references.

On the date of the proposal deadline, April 22, 2021, we received five (5) proposals from the following Proposers:

- 1. A&A Insurance Services ("A&A")
- 2. Brown & Brown of Florida, Inc. dba Brown & Brown Miami Dade ("Brown & Brown")
- 3. Foundation Risk Partners, Corp. dba Accentria Public Risk ("Accentria")
- 4. National Benefit Service Center ("National Benefit")
- 5. National Marketing Group Services, Inc. ("National Marketing")

An Evaluation Committee was appointed, comprised of the following members:

- 1. Cynthia Alejo, Human Resources Specialist, Town of Miami Lakes
- 2. Ismael Diaz, Chief Financial Officer, Town of Miami Lakes
- 3. Lourdes Martinez-Rodriguez, CFM, Building and Zoning Department, Town of Miami Lakes

Procurement performed a due diligence review of the proposals for responsiveness and found that review of each proposal did not reveal any material defects in the proposal, nor in the Proposers' qualifications. Each Proposer has been in business for more than five (5) years, are appropriately licensed to do the work, and provided at least two (2) references demonstrating they have acted as a full-service Agent/Broker for a Florida local government for at least two (2) consecutive years within the past five (5) years.

The Evaluation Committee was provided the responsive proposals and met on May 19, 2021, to evaluate and rank the proposals. At the conclusion of this meeting, the Evaluation Committee moved to establish the following ranking:

- 1. A&A Insurance Services 329 pts.
- 2. Brown and Brown Miami-Dade 252 pts.
- 3. National Marketing Group Services, Inc. 248 pts.
- 4. Accentria Public Risk 179 pts.
- 5. National Benefit Services Center 170 pts.

A&A Insurance Services has been the Town's Agent/Broker of Record for Insurance Services since 2013. They were ranked the highest due to their customer service approach, prior good standing relationship with the Town, and their approach in handling the Town as their account.

Based on the Evaluation Committee's established ranking, it is recommended that the Town Council authorize the Town Manager to award a contract to A&A Insurance Services, the top-ranked Proposer, to serve as the Town's Agent/Broker of Record for Insurance Services.

Attachments:

RESOLUTION NO. 21-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR RFQ 2021-21, TO A&A INSURANCE **FOR** AGENT/BROKER OF RECORD **SERVICES SERVICES**; **AUTHORIZING** INSURANCE THE MANAGER TO TAKE ALL **NECESSARY STEPS** IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO **EXECUTE** THE **CONTRACT: PROVIDING** INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") requires a contractor to provide agent/broker of record for insurance services for the Town; and

WHEREAS, in accordance with Chapter 2, Article V, Division 2, Section 2-157 of the Town Code, the Town issued a Request for Qualifications ("RFQ") No. 2021-21 on March 25, 2021, for Agent/Broker of Record for Insurance Services; and

WHEREAS, the RFQ was advertised in the Miami Daily Business Review, was posted online via two public bidding websites, DemandStar and Public Purchase, and was physically posted in the Government Center Lobby; and

WHEREAS, the Town received five (5) proposal by the proposal deadline from A&A Insurance Services ("A&A"), Brown & Brown of Florida LLC. dba Brown & Brown Miami Dade ("Brown & Brown"), Foundation Risk Partners, Corp. dba Accentria Public Risk ("Accenria"), National Benefit Service Center ("National Benefit") and National Marketing Group Services, Inc. ("National Marketing"); and

WHEREAS, the Town's Procurement Department performed a due diligence review of the proposals for responsiveness and found that all proposals were responsive; and

WHEREAS, an Evaluation Committee was appointed comprised of the following individuals: Cynthia Alejo, Ismael Diaz, and Lourdes Rodriguez; and

WHEREAS, the Evaluation Committee recommended awarding a contract to A&A for the services requested in the RFQ; and

WHEREAS, the Town Manager concurs with the finding of the Evaluation Committee and recommends the approval of a contract with A&A for Agent/Broker of Record for Insurance Services; and

WHEREAS, A&A shall receive payment in the form of commissions from the insurance carriers and no amount of compensation shall be paid directly from the Town; and

WHEREAS, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into a contract with A&A for Agent/Broker of Record for Insurance Services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. Approval of the Contract. The Town Council hereby approves the award of a contract to A&A in substantially the form attached hereto as Exhibit "A" for Agent/Broker of Record for Insurance Services (hereinafter referred to as "Contract").

Section 3. Authorization of Town Officials. The Town Manager, his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract.

Page 3 of 5	
Resolution No.	

Section 4. Execution of the Contract. The Town Manager is authorized to execute the Contract with A&A and to execute any extension and/or amendments to the Contract, subject to approval as to form and legality by the Town Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this day of	2021
	who moved its adoption. The
	and upon being put to a vote, the vote was
as follows:	
Mayor Manny Cid	
Vice Mayor Luis E. Collazo	
Councilmember Carlos O. Alvarez	
Councilmember Joshua Dieguez	
Councilmember Jeffrey Rodriguez	
Councilmember Tony Fernandez	
Councilmember Marilyn Ruano	
Attest:	Manny Cid MAYOR
Gina M. Inguanzo TOWN CLERK	
Approved as to form and legal sufficiency:	
Raul Gastesi, Jr. Gastesi, Lopez & Mestre, PLLC TOWN ATTORNEY	

Page **4** of **5** Resolution No.____

EXHIBIT A

Agreement between the Town of Miami Lakes and

A&A Insurance Services

for

Agent/Broker of Record for Insurance Services, RFQ 2021-21

PROFESSIONAL SERVICES AGREEMENT FOR AGENT/BROKER OF RECORD FOR INSURANCE SERVICES

2021-21



The Town of Miami Lakes Council:

Mayor Manny Cid
Vice Mayor Luis Collazo
Councilmember Carlos Alvarez
Councilmember Josh Dieguez
Councilmember Tony Fernandez
Councilmember Jeffrey Rodriguez
Councilmember Marilyn Ruano

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

TABLE OF CONTENTS

Recita	ls	4
Sectio	n A: General Terms and Conditions	4
1.	Definitions	4
2.	General Conditions	5
a	. Term	5
b	. Scope of Services	5
C.	. Compensation	5
3.	Additional Services	6
4.	Performance	6
a	Performance and Delegation	6
b	. Removal of Unsatisfactory Personnel	6
C.	Consultant Key Staff	6
d	. Time for Performance	7
5.	Standard of Care	7
6.	Annual Plan Proposals	7
7.	Subconsultants	9
8.	Default	9
a	. General	9
b	. Conditions of Default	9
C.	Time to Cure Default; Force Majeure	9
9.	Termination of Agreement	10
a	. Town's Right to Terminate	10
b	. Consultant's Right to Terminate	10
C.	Termination Due to Undisclosed Lobbyist or Agent	10
10.	Documents and Records	10
a	. Ownership of Documents	10
b	. Delivery upon Request or Cancellation	10
C.	Nondisclosure	11
d	. Maintenance of Records	11
11.	Insurance	12
a	. Companies Providing Coverage	12

k).	Verification of Insurance Coverage	12
C	: .	Forms of Coverage	12
12.		Miscellaneous	13
ā	Э.	Indemnification	13
k).	Entire Agreement	13
C	: .	Nonexclusive Agreement	14
C	d.	Successors and Assigns	14
6	€.	Applicable Law and Venue	14
f	•	Notices	14
٤	ξ.	Interpretation	15
ł	١.	Joint Preparation	15
i		Priority of Provisions	15
j		Mediation – Waiver of Jury Trial	15
k	ζ.	Compliance with Laws	16
I		No Partnership	16
r	n.	Discretion of Town Manager	16
r	١.	Resolution of Disputes	16
C) .	Contingency Clause	17
ŗ).	Third-Party Beneficiary	17
C	۱.	No Estoppel	17
Section	n B	Scope of Services	18
1.	Sc	ope of Services	18
2	_	subsect Towns	20

This Agreement made this day of	in the year 2021 ("Agreement") by and
between the Town of Miami Lakes, Florida, hereina	fter called the "Town," and A&A Insurance Services ,
Inc., hereinafter called the "Consultant," having a pri	ncipal office at 11764 W. Sample Rd. Suite 103, Coral
Springs, FL 33065.	

RECITALS

WHEREAS the Town has requested the Consultant to provide agent/broker of record for insurance services ("Services").

WHEREAS, the Consultant has the necessary expertise to provide the requested Services and has agreed to provide said Services.

WITNESSETH, that the Town and the Consultant, for the considerations herein set forth, agree as follows:

SECTION A: GENERAL TERMS AND CONDITIONS

1. Definitions

- **a. Additional Services** means any Work defined as such in this Agreement, secured in compliance with Florida Statutes and Town Code.
- **b. Attachments** means the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.
- **c. Consultant** means A&A Insurance Services, Inc., which has entered into the Agreement to provide professional services to the Town.
- d. Deliverables mean all documentation and any items of any nature submitted by the Consultant to the Town's Project Manager for review and acceptance pursuant to the terms of this Agreement.
- e. Errors means Services or work product prepared by the Consultant that are not correct or are incomplete, which results in the need for revision or re-issuance of the Services performed or developed based on the Services provided for under this Agreement.
- **f. Hourly Rates** means the expense to the Consultant and on an hourly rate basis for employees in the specified professions and job categories assigned to provide Services under this Agreement. Hourly rates are inclusive of al indirect expense, cost, overhead, and margin.
- **g. Fee** means the amount of compensation mutually agreed upon for the completion of Basic Services as determined in accordance with Article A.2.c. Fee Amount.
- **h. Project Manager** means the <u>Title of Project Supervisor</u> who will manage and monitor the Services to be performed under this Agreement.
- *i.* **Professional Services** means those services within the scope of practice for property, casualty, and liability insurance program.
- *j. Scope of Service(s)* means the activities, tasks, objectives, deliverables, and completion of work provided for under this Agreement.
- **k.** Town Council means the legislative body of the Town of Miami Lakes.

- *I. Town Manager* means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- m. Town or Owner means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town's performance is pursuant to Town's position as the owner of a Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances will be deemed to have occurred pursuant to Town's authority as a governmental body and will not be attributable in any manner to Town, as the owner, as a party to this Agreement. For purposes of this Agreement, "Town" without modification means the Town Manager.
- **n. Work Order** means a document approved and issued by the Town authorizing the performance of Additional Services to be provided by the Consultant.
- **o. Work Order Proposal** means a document prepared by the Consultant, at the request of the Town for Services to be provided by the Consultant.

2. **General Conditions**

a. Term

The Term of this Agreement shall be for three (3) year(s) commencing on the effective date of the Agreement.

The Town, by action of the Town Manager, has the option to extend the term of the Agreement for two (2) one-year(s) terms, subject to continued satisfactory performance as determined by the Town Manager and to the availability and appropriation of funds.

b. Scope of Services

Consultant agrees to provide the Services as specifically described and set forth in Section B.

c. Compensation

Consultant shall receive payments in the form of commissions from the insurance carriers and no amount of compensation shall be paid directly by the Town.

Should the Town qualify for the large insurance category for a business the Town may negotiate with the Consultant for a flat rate fee in lieu of the insurance company receiving compensation directly from the carriers.

The Consultant will disclose to the Town any and all commissions received by the Consultant for the Services provided to Town pursuant to this Agreement. Such commissions shall not include, and the Consultant shall not accept in connection with the Services any additional remuneration. Any agreed upon price increase by the Town shall be capped at the maximum percentage stated in Attachment B of the Consultant's response to the RFQ. Should the Agreement be changed to a flat rate fee the Consultant shall not accept any remuneration other than the amount(s) stipulated in the Agreement in connection with providing the Services.

Should the Town fall within the large employer category during the term of the Agreement the Town and Consultant shall agree upon a Flat Rate Fee, which would then become the Consultant's sole compensation for the Services provided under this Agreement.

The price for the insurance premium(s) shall be reviewed and approved by the Town each year of the Agreement, including option years.

All Services undertaken by the Consultant before the Town's approval of this Agreement shall be at the Consultant's own risk and expense.

3. Additional Services

When the Town desires to obtain insurance pursuant to this Agreement, the Town will notify the Consultant in writing of the specifics of the insurance required, including, but not limited to, the nature of the coverage, the amount of the coverage, and a specification of named insureds, additional insureds, or additional named insureds. The Consultant shall then proceed to obtain quotes for the requested insurance. At such time as the Consultant has completed the process, the Vendor shall submit to the Town a report detailing the work performed by the Consultant, the insurance options available to the Town, the Consultants recommendations with explanation for the recommendation, and all costs, including premiums and commissions, associated with each option. The Town shall review the options and shall either select one of the options available or reject all options. If the Town selects an option, the Town will issue a Purchase Order to the company or companies providing the insurance under that option.

4. Performance

a. Performance and Delegation

The Services to be performed hereunder must be performed by the Consultant or Consultant's own staff, unless otherwise provided in this Agreement, or approved, in writing by the Town Manager. Said approval will not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any subconsultant.

b. Removal of Unsatisfactory Personnel

The Project Manager or Town Manager may make written request to Consultant for the prompt removal and replacement of any personnel employed or retained by the Consultant to provide and perform Services pursuant to the requirements of this Agreement. The Consultant must respond to the Town within seven (7) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. All decisions involving personnel will be made by the Town. Such request will solely relate to said employees working under this Agreement and not as employees of the Consultant or subconsultant.

c. Consultant Key Staff

The parties acknowledge that Consultant was selected by the Town, in part, on the basis of qualifications of particular staff identified in Consultant's response to Town's solicitation, hereinafter referred to as "Key Staff". Consultant must ensure that Key Staff are available for

Services hereunder as long as said Key Staff are in Consultant's employ. Consultant must obtain prior written acceptance of Project Manager to change Key Staff. Consultant must provide the Project Manager with such information, as may be necessary, to determine the suitability of proposed new Key Staff personnel. The Project Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance will not constitute any responsibility or liability for the individual's ability to perform.

d. Time for Performance

The Consultant agrees to start all Services hereunder upon execution of the Agreement and complete each, task within the time stipulated in the Agreement. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various tasks may be granted by the Town Manager should there be a delay on the part of the Town in fulfilling its obligations under this Agreement as stated herein. Such extension of time shall not be cause for any claim by the Consultant for extra compensation.

5. Standard of Care

Consultant is solely responsible for the technical accuracy and quality of its Services. Consultant must perform due diligence, in accordance with best industry practices, performing the Services under this Agreement. Consultant will be responsible for the professional quality, technical accuracy and coordination of all reports, and other documents furnished by the Consultant under this Agreement. Consultant must, without additional compensation, correct or revise any errors, omissions, or deficiencies in its reports, documents, or other Services.

6. Annual Plan Proposals

Consultant shall meet with the Project Manager and any other Town representatives designated by the Town Manager as frequently as necessary during the development of the benefit plan options and presentation of the annual benefits plans and establishing of the goals and objectives of the Town Benefits program.

A. Initial Benefits Plan Proposals

Within <u>30</u> days of execution of the Agreement, the Consultant shall provide to the Project Manager an annual benefits plan, which shall include multiple options for Health and Dental Insurance and provide details detailed explanations of benefits, and downsides for each option, and the Consultant's recommendation.

As part of the subsequent year plan proposals the Consultant shall:

- Research, design and propose employee benefit plans for the Town
- Provide an analysis of the proposed plans and identify available cost savings plan alternatives and creative funding options.
- Determine the appropriate employee and employer benefit contribution levels
- Provide Town with information on what other municipalities and companies of comparable size and location are currently doing or will be doing with their benefits in the upcoming plan year.

- Conduct negotiations and develop appropriate information for management purposes
- Prepare and present a written analytical report of the proposals received including recommendation(s) and supporting documentation for recommendations.
- Review plan documents (employee booklets) and master contracts before adoption and printing.
- Assist with developing Town employee benefit program communication materials.
 Coordinate the design, printing, and production of those materials, as edited and approved by the Town's Benefits Administrator.
- Advise and assist the Project Manager with the review of contracts, plan documents, insurance policies and other documents for applicability, accuracy, consistency, and legal compliance.
- Assist Town with the development of performance guarantees relating to vendors' performance of services to the Town, and evaluation of the performance of vendors.

B. Subsequent Year Benefits Plan Proposals

For subsequent years of the Agreement the Consultant shall provide the Project Manager an annual benefits plan, which shall include multiple options for Health and Dental Insurance and provide details detailed explanations of benefits, and downsides for each option, and the Consultant's recommendation. The annual benefit plan proposal must be submitted to the Project Manager no later than sixty (60) days prior to the open enrollment period.

As part of the subsequent year plan proposals the Consultant shall:

- Using current and historical Town health and medical benefit plans as benchmarks, research, design and propose employee benefit plans for the Town as appropriate.
- Provide an analysis of the current plan, including a review of current and past performance
- Review additional available cost savings plan alternatives and creative funding options.
- Determine the appropriate employee and employer benefit contribution levels.
- Review and recommend annual contribution strategy from active participants and retirees.
- Provide Town with information on what other municipalities of comparable size and location will be doing with their benefits in the upcoming plan year.
- Conduct renewal negotiations and develop appropriate information for management purposes.
- Prepare and present a written analytical report of the proposals received including recommendation(s) and supporting documentation for recommendations.
- Review plan documents (employee booklets) and master contracts before adoption and printing.
- Assist with the planning and implementation of selected changes including transition from the current to new vendors, the renewal proposal, and other benefits changes.
- Assist with developing Town employee benefit program communication materials.
 Coordinate the design, printing, and production of those materials, as edited and approved by the Town's Project Manager.

- Advise and assist the Town's Project Manager with the review of contracts, plan documents, insurance policies and other documents for applicability, accuracy, consistency, and legal compliance.
- Assist Town with the development of performance guarantees relating to vendors' performance of services to the Town, and evaluation of the performance of vendors.

7. Subconsultants

☐ Unless this box is checked, the use of subconsultants is prohibited under this Agreement.

8. Default

a. General

If Consultant fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Consultant will be in default. Upon the occurrence of a default hereunder the Town, in addition to all remedies available to it by law, may immediately, upon written notice to Consultant, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Consultant while Consultant was in default must be immediately returned to the Village. Consultant understands and agrees that termination of this Agreement under this section does not release Consultant from any obligation accruing prior to the effective date of termination. The Town, at its sole discretion, may allow the Consultant a specified time to correct a default.

b. Conditions of Default

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

- i. Consultant fails to obtain or maintain the required insurance.
- ii. Consultant fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the Town, beyond the specified period allowed to cure such default.
- iii. Consultant fails to commence the Services within the time provided or contemplated herein or fails to complete the Services in a timely manner as required by this Agreement.

c. Time to Cure Default; Force Majeure

Town through the Town Manager will provide written notice to Consultant as to a finding of default, and Consultant must take all necessary action to cure said default within time stipulated in said notice, after which time the Town may terminate the Agreement. The Town, at its sole discretion, may allow additional days to perform any required cure if Consultant provides written justification deemed reasonably sufficient.

Should any such failure on the part of Consultant be due to a condition of Force Majeure as the term is interpreted under Florida Law, then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

9. Termination of Agreement

a. Town's Right to Terminate

The Town Manager has the right to terminate this Agreement for any reason or no reason, upon thirty (30) days' written notice. Upon termination of this Agreement, documents, analysis, materials, and/or reports, including all electronic copies related to Services authorized under this Agreement, whether finished or not, must be turned over to the Town. The Consultant will be paid for the Services performed and accepted, provided that said documentation is turned over to the Project Manager or Town Manager within ten (10) business days of termination.

b. Consultant's Right to Terminate

The Consultant shall have the right to terminate this Agreement, in writing, following breach by the Town, if the breach of the Agreement has not been corrected within thirty (30) days from the date of the Town's receipt of a written statement from Consultant specifying its breach of its duties under this Agreement.

c. Termination Due to Undisclosed Lobbyist or Agent

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 he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

For the breach or violation of this provision, the Town has the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

10. Documents and Records

a. Ownership of Documents

All documents, analysis, materials, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, including all electronic digital copies, will be considered works made for hire and are the property of the Town, without any restriction or limitation on their use. Upon expiration or termination of the Agreement the Consultant must turn over all records, documents, and data, whether used or not used, including electronic data as required under Florida Statute 119.0701(d). Consultant is to keep copies of all such records, documents, or data for its records. However, Article A6.03 will continue in full force and effect after the expiration or termination of this Agreement.

b. Delivery upon Request or Cancellation

Failure of the Consultant to promptly deliver all such documents in the possession of the Consultant, both hard copy and digital, to the Town Manager within ten (10) days of cancellation, or within ten (10) days of request by the Town Manager, will be just cause for the Town Manager to withhold payment of any fees due Consultant until Consultant delivers all such documents. Consultant will have no recourse from these requirements.

c. Nondisclosure

To the extent allowed by law, Consultant agrees not to divulge, furnish, or make available to any third person, firm, or organization any information or documentation related to this Agreement, without Town Manager's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant must require all of its employees, agents and Subconsultants comply with the provisions of this paragraph. Consultant will be entitled to limited use of the information and documents related to this Agreement, which will be used for the sole purpose of marketing to generate new business clients.

d. Maintenance of Records

Consultant will keep adequate records and supporting documentation, which concern or reflect its Services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, must be kept in accordance with statute. Otherwise, the records and documentation will be retained by Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, has the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity will be conducted only during normal business hours. The Consultant agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Consultant.

Consultant shall also comply with the following requirements of the Florida Public Records Law including:

- i. Consultant must keep and maintain all public records required by the Town in order to perform services under this Agreement.
- ii. Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. 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 term and following completion of the contract if the Consultant does not transfer the records to the Town.
- iv. Upon completion of the contract, Consultant shall transfer, at no cost, to the Town all public records in the possession of the Consultant or keep and maintain public records required by the Town to perform the service under this contract. If the Consultant transfers all public records to the Town upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the

Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

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 TOWN'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (305) 364-6100 x 1138; EMAIL CLERK@MIAMILAKES-FL.GOV; OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.

11. Insurance

The Consultant must not start Services under this Agreement until the Consultant has obtained all insurance required hereunder and the Town Manager has approved such insurance. Should the Consultant not maintain the insurance coverage required in this Agreement, the Town may cancel this Agreement or, at its sole discretion, must purchase such coverage and charge the Consultant for such coverage purchased.

a. Companies Providing Coverage

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies must have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

b. Verification of Insurance Coverage

The Consultant must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of award to the Consultant. Consultant must maintain coverage with equal or better rating as identified herein for the term of this Agreement. Consultant must provide written notice to the Town Manager of any material change, cancellation or notice of non-renewal of the insurance within 30 days of the change. Consultant must furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

c. Forms of Coverage

i. <u>Commercial General Liability and Automobile Liability</u>

Consultant must maintain commercial general liability coverage with limits of at least \$500,000 per occurrence, \$500,000 aggregate for bodily injury and property damage. The coverage must include Premises and Operations, Contingent and Contractual Liability, and Products and Completed Operations, with additional endorsements, as applicable. Coverage must be written on a primary, non-contributory basis with the Village listed as an additional insured as reflected by endorsement CG 2010 11/85 or its equivalence. Notice of cancellation is read (30) days/(10) days for nonpayment.

ii. Business Automobile

The Consultant must provide business automobile liability coverage including coverage for all owned, hired, and non-owned autos with a minimal combined single limit of

\$100,000 naming the Village as an additional insured with respect to this coverage. Notice of cancellation should read (30) days/(10) days for nonpayment.

iii. <u>Professional Liability Insurance</u>

The Consultant must maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of \$500,000 per claim, \$500,000 aggregate providing for all sums which the Consultant will be legally obligated to pay as damages for claims arising out of the Services performed by the Consultant or any person employed by the Consultant in connection with this Agreement. This insurance must be maintained for at least one year after completion of the construction and acceptance of the construction and acceptance of any project covered by this Agreement.

iv. Workers' Compensation Insurance

The Consultant must maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440, as amended, and Employee's Liability with a minimum limit of \$500,000 each occurrence. Should the Consultant be exempt from Florida's Worker's Compensation insurance requirement the Consultant must provide documentation from the State of Florida evidencing such exemption.

v. <u>Modifications to Coverage</u>

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles, or other insurance obligations by providing a thirty (30) day written notice to the Consultant. Consultant must comply with such requests unless the insurance coverage is not then readily available in the national market and may request additional consideration from Town accompanied by justification.

12. Miscellaneous

a. Indemnification

The Consultant will hold harmless, indemnify the Town, its officials, and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Consultant or the Subconsultants. The Consultant will pay all claims and losses of any nature whatsoever in connection therewith in the name of the Town when applicable, and will pay all costs, including without limitation reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. The Consultant's obligation under this paragraph will not be limited in any way by the agreed upon the Agreement value, or the Consultant's limit of, or lack of, sufficient insurance protection and applies to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Consultants, its agents, servants, or representatives.

b. Entire Agreement

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Consultant and supersedes all prior negotiations, representations, or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either

party of a breach of any provision of this Agreement will not be deemed to be a waiver of any other breach of any provision of this Agreement.

c. Nonexclusive Agreement

Consultant Services under this Agreement are to be provided on a nonexclusive basis and the Town, at its sole discretion and right, may engage other firms to perform the same or similar Service, provided, however, that the Town will first notify the Consultant that the Town has engaged such similar Service and that the duties performed or Service provided, to the extent they may conflict between the Consultant and those other firms engaged, are delineated by the Project Manager so that the Consultant and those similarly engaged are clear as to their responsibilities and obligations.

d. Successors and Assigns

The performance of this Agreement must not be transferred, pledged, sold, delegated, or assigned, in whole or in part, by the Consultant without the written consent of the Town Council or Town Manager, as applicable. It is understood that a sale of the majority of the stock or partnership shares of the Consultant, a merger or bulk sale, or an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

The Consultant's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Consultant will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

The Consultant's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Consultant will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

e. Applicable Law and Venue

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party concerning this Agreement, or arising out of this Agreement, must be brought in Miami-Dade County, Florida. Each party will bear its own attorney's fees except in actions arising out of Consultant's duties to indemnify the Town under Article A7 where Consultant must pay the Town's reasonable attorney's fees.

f. Notices

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended and at the place last specified; and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For Town of Miami Lakes:
Edward Pidermann
Town Manager
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

With a copy to:
Nathalie Garcia
Procurement Manager
6601 Main Street
Miami Lakes, Florida 33014
garcian@miamilakes-fl.gov

For Consultant:

Ana Roque
President
A&A Insurance Services, Inc.
11764 W. Sample Rd. Suite 103
Coral Springs, FL 33065
Anaroque01@gmail.com

q. Interpretation

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction will be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement includes the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

h. Joint Preparation

Preparation of this Agreement has been a joint effort of the Town and Consultant and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

i. Priority of Provisions

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail over any document incorporated by reference and be given effect.

j. Mediation – Waiver of Jury Trial

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the Agreement, the parties to this Agreement agree all disputes between them will be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis. The Consultant agrees to include such similar contract provisions with all Subconsultants and/or independent Consultants and/or Consultants

retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation, the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

k. Compliance with Laws

Consultant must comply with all applicable laws, codes, ordinances, rules, regulations, and resolutions, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. This includes the Consultant maintaining in good standing all required licenses, certificates, and permits as required to perform the Services.

i. Non-Discrimination

Town warrants and represents that it does not and will not engage in discriminatory practices and that there must be no discrimination in connection with Consultant's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, or national origin. Consultant further covenants that no otherwise qualified individual will, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

ii. ADA Compliance

Consultant must affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor, or services funded by the Town, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines, and standards. Additionally, the Consultant must take affirmative steps to insure nondiscrimination in employment of disabled persons.

I. No Partnership

Consultant is an independent Consultant. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. The Consultant has no authority to bind the Town to any promise, debt, default, or undertaking of the Consultant.

m. Discretion of Town Manager

Any matter not expressly provided for herein dealing with the Town or decisions of the Town will be within the exercise of the reasonable professional discretion of the Town Manager.

n. Resolution of Disputes

Consultant understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Agreement by the Town will be submitted for resolution in the following manner.

The initial step will be for the Consultant to notify the Procurement Manager in writing of the dispute identified in Article A8.05, Notices. Consultant must, within five (5) calendar days of the initial notification, submit all supporting documentation to the Procurement Manager. Failure to submit such notification and documentation will constitute a waiver of protest by the Consultant.

Upon receipt of said documentation the Procurement Manager will review the issues relative to the dispute and issue a written finding.

Should the Consultant and the Procurement Manager fail to resolve the dispute the Consultant may submit an appeal of the Procurement Manager's finding in writing within five (5) calendar days to the Town Manager. Failure to submit such an appeal of the written finding shall constitute acceptance of the finding by the Consultant. Upon receipt of said notification the Town Manager will review the issues relative to the dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Consultant being entitled to seek judicial relief in connection therewith. Should the amount of compensation require approval or disapproval by the Town Council, Consultant will not be entitled to seek judicial relief unless:

- i. it has first received the Town Manager's written decision, approved by the Town Council if applicable, or
- ii. a period of sixty (60) calendar days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of ninety (90) calendar days has expired where the Town Manager's decision is subject to Town Council approval; or
- iii. Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Manager.

o. Contingency Clause

Funding for this Agreement is contingent on the availability of funds and continued authorization for the services and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds, or change in regulations, upon thirty (30) days' notice. The Consultant shall be entitled to discontinue Services, which may include uncompleted hearings, without any recourse by the Town if the funding is not available to pay for Services not yet begun. In any event, the Town acknowledges that it will pay for Services performed that have been properly authorized by the Project Manager.

p. Third-Party Beneficiary

Consultant and the Town agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third-party under this Agreement.

q. No Estoppel

Neither the Town's review, approval, or acceptance of, or payment for Services performed under this Agreement will be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Consultant will be and remain liable to the Town in accordance with applicable laws for all damages to the Town caused by the Consultant's negligent performance of any of the Services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

END OF SECTION

SECTION B SCOPE OF SERVICES

1. Scope of Services

The Request for Qualifications ("RFQ"), inclusive of its Scope of Work, and A&A Insurance Service Inc's. submittal in response to the RFQ are hereby incorporated into the Agreement and shall stipulate the Scope of Work to be performed by A&A Insurance Services, Inc.

The Contractor shall provide Agent/Broker Professional Services for the provision of health, dental, life, and other related employee benefit programs. The Program must cover retirees as well as active employees. The Proposer shall assist with the strategic plan, design, and negotiation of the most cost effective programs as well as the implementation and ongoing servicing of those plans. The Proposer must provide a superior level of service and must be able to develop a benefits plan that is comparable to the benefits available to employees currently. Service by Proposer is expected to begin on October 1, 2021, but this date is subject to change.

- 1. Solicit, evaluate, and negotiate plan proposals and rate quotes from existing and October 1, 2021 alternate insurance carriers for annual renewals. Make recommendations to the Town.
- 2. Provide thorough analysis and recommendation of benefit plan designs, cost-saving, and benefit enhancement options.
- 3. Assist with the implementation of programs and changes.
- 4. Conduct annual open enrollment meetings for all employees. Prepare open enrollment materials such as booklets, flyers, payroll stuffers, and posters.
- 5. Prepare insurance applications, compile support information needed and requested by insurance companies.
- 6. Assist with the resolution of all employee claim issues and all employer eligibility and billing disputes.
- 7. Conduct periodic plan review and provide plan design recommendations which will result in more effective benefits and cost-saving opportunities, with an annual budget analysis.
- 8. Provide Town administration recommendations on how best to utilize available plans and limit premium increases.
- 9. Assist the Town with the formation and implementation of a wellness plan.
- 10. Assist the Town with the development and implementation of a retiree healthcare policy, which provides Plans with comparable levels of service to that provided to existing Town employee participants.
- 11. Prepare comprehensive Employee Benefit Guides and other educational materials as requested.
- 12. Inform the Town of current and changing legislation, legal decisions, trends, and other developments affected employee benefits plans. Advise on and discuss methods to comply with these changes.
- 13. Coordinate provision of Section 125 via third party.
 - a. Facilitate the Town's compliance with requirements, including, but not limited to: OPEB, COBRA, Section 125 Cafeteria Plan, HIPAA, Healthcare Reform issues, and other state and/or federal mandated benefits.

- 14. Assist with COBRA/HIPPA audits, as needed.
- 15. Provide administration or pay for administrative services for COBRA and Retiree Health Insurance, as mandated by federal regulations and Florida Statute. (Including but not limited to "initial notices" all "qualifying event" notices, pricing and payment procedures and provide for premium collection services for all employer sponsored health and dental insurance programs.)
- 16. Assist with the development and design of year-round educational and informational materials, payroll stuffers, employee meetings, annual health fairs, and other initiatives to increase employees' awareness and understanding of their benefit plans.
- 17. Assist the Town in receiving and reviewing claims data and determining premium impact of any coverage changes.
- 18. Assist the Town with benefit renewals by ensuring that all potential carriers receive claims and employee census data and seek alternative coverage if requested.
- 19. Promptly responding to questions and requests.
- 20. Provide benchmarking to indicate how the Town's benefits compare to our peers from a geographical, industry sector, and organization size perspective.
- 21. Provide and administer one annual employee survey to determine areas of employee concern/or needed improvement within existing benefits. Complete analysis of survey results and prepare and provide a concise report accompanying an action plan based on survey results.
- 22. Provide assistance with employee healthcare advocacy to alleviate the need for clients to be involved with personal employee healthcare issues.
- 23. Hold employee direct contact meetings to assist employees with benefit decisions minimum of two (2) times a year, as needed.
- 24. Provide analysis and recommendations on newest benefit plans on the market.
- 25. Provide market analysis with annual market review and proposal summaries of all major insurance options compared to existing insurance programs.
- 26. Resolve any claims disputes such as "balance billing" or "collection notices."
- 27. Assist with claim resolutions if employees are experiencing challenges with getting their claims paid.
- 28. Provide assistance in obtaining authorizations, especially when urgent care is needed.
- 29. Ensure personnel availability for meetings, phone calls, and e-mail correspondence as required.
- 30. Maintain the confidentiality of Town records and data where applicable under federal and state laws.
- 31. Submission of written reports and other documents as required by the state and/or federal government.
- 32. Provide dedicated personnel as the primary contact for managing the account relationship with the Town.
- 33. Meet with specific Town staff throughout the year as reasonably necessary (minimum is quarterly).

2. CONTRACT TERM

This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years from the date of execution by the Town. The Town retains two (2) options to extend the term of this Agreement for additional one-year terms.

END OF SECTION

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST	(A&A Insurance Services)
Signature	Signature
Print Name, Title	Print Name, Title of Authorized Officer or Official
ATTEST:	(Corporate Seal)
Firm's Secretary	
(Affirm Firm's Seal, if available)	
ATTEST:	Town of Miami Lakes , a municipal corporation of the State of Florida
Gina Inguanzo, Town Clerk	Edward Pidermann, Town Manager
	APPROVED AS TO LEGAL FORM AND CORRECTNESS:
	Town Attorney

CERTIFICATE OF AUTHORITY

I HEREBY CERTIFY that at a meeting of the Board of Directors of, a corporation organized and existing under
the laws of the State of, held on theday of,,, a
resolution was duly passed and adopted authorizing (Name)as
(Title)of the corporation to execute agreements on behalf of the
corporation and providing that his/her execution thereof, attested by the secretary of the
corporation, shall be the official act and deed of the corporation.
further certify that said resolution remains in full force and effect.
IN MUTNICS MUITPEOF I have because cat my hand this
IN WITNESS WHEREOF, I have hereunto set my hand this, day of
Secretary:
Print:
NOTARIZATION
STATE OF)
) SS:
COUNTY OF)
The foregoing instrument was acknowledged before me this day of
, 20, by, who is personally known
to me or who has produced as identification and who (did /
did not) take an oath.
SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA
PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

ATTACHMENT A – RFQ/A&A INSURANCE SERVICES RESPONSE

REQUEST FOR QUALIFICATIONS

AGENT/BROKER OF RECORD FOR INSURANCE SERVICES

RFQ NO. 2021-21



The Town of Miami Lakes Council:

Mayor Manny Cid
Vice Mayor Luis Collazo
Councilmember Carlos Alvarez
Councilmember Josh Dieguez
Councilmember Tony Fernandez
Councilmember Jeffrey Rodriguez
Councilmember Marilyn Ruano

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

DATE ISSUED: March 25, 2021

CLOSING DATE: 11:00 AM, April 22, 2021

Table of Contents

SI	ECTION A. NOTICE TO PROPOSERS	4
	A1. SOLICITATION OVERVIEW	4
	A2. MINIMUM REQUIREMENTS TO SUBMIT A RESPONSE:	4
	A3. CONE OF SILENCE:	4
SI	ECTION B. PROJECT OVERVIEW	5
	B1. OVERVIEW	5
	B2. GENERAL DESCRIPTION OF SCOPE OF SERVICES	5
	B3. CONTRACT TERM	7
SI	ECTION C. SUBMISSION OF A RESPONSE	8
	C1. GENERAL INSTRUCTIONS	8
	C2. SUBMITTAL REQUIREMENTS	8
	C3. ADDITIONAL INFORMATION OR CLARIFICATION	8
	C4. AWARD OF A CONTRACT	9
	C5. UNAUTHORIZED WORK	9
	C6. CHANGES/ALTERATIONS/ASSIGNMENTS	9
	C7. SUBCONTRACTOR(S)	9
	C8. DISCREPANCIES, ERRORS, AND OMISSIONS	9
	C9. DISQUALIFICATION/REJECTION OF RESPONSES	9
	C10. PROPOSER'S EXPENDITURES	10
	C11. DUE DILIGENCE	10
	C12. EXECUTION OF RESPONSE	10
	C13. CERTIFICATION OF ACCURACY OF RESPONSE	
SI	ECTION D. SOLICITATION TERMS AND CONDITIONS	12
	D1. LEGAL REQUIREMENTS	12
	D2. NON-APPROPRIATION OF FUNDS	12
	D3. BUSINESS TAX RECEIPT REQUIREMENT	12
	D4. LOCAL PREFERENCE	12
	D5. REVIEW OF RESPONSES FOR RESPONSIVENESS	12
	D6. CLARIFICATIONS	12
	D7. KEY PERSONNEL	12
	D8. AUDIT RIGHTS AND RECORDS RETENTION	13
	D9. PUBLIC RECORDS	13

D10. DEBARRED/SUSPENDED VENDORS	13
D11. NONDISCRIMINATION	13
D12. CONTINGENT FEES	13
D13. ASSIGNMENT; NON-TRANSFERABILITY OF RESPONSE	13
D14. TIE BIDS - DRUG FREE WORKPLACE	14
D15. PROTEST PROCESS	14
D16. AFFIDAVITS	14
D16.01. COLLUSION	14
D16.02. RELATIONSHIPS WITH THE TOWN AFFIDAVIT	14
D16.03. CONFLICT OF INTEREST	14
D16.04. ANTIKICKBACK	15
D16.05. PUBLIC RECORDS AFFIDAVIT	15
D16.06. PUBLIC ENTITY CRIMES ACT	15
SECTION E. INSTRUCTIONS FOR PREPARING A RESPONSE	17
E1. PREPARATION REQUIREMENTS	17
E1.01. TECHNICAL COMPONENT OF THE RFQ:	17
E1.02. RESPONSE SUBMISSION FORMAT	18
SECTION F. EVALUATION/SELECTION PROCESS	20
F1. PREPARATION REQUIREMENTS	20
F1.01. EVALUATION PROCEDURES	20
F1.02. EVALUATION CRITERIA	21
F1.03. SOLICITATION SCHEDULE	21
EXHIBIT A – CONTRACT 2021-21	22
EXHIBIT B – OTHER EXHIBITS/FORMS	23
CLIENT REFERENCE LETTER	24
COST INFORMATION	26
EXHIBIT C – MEDICAL AND DENTAL PLAN DETAILS	27
EXHIBIT D – TOWN ENROLI MENT INFORMATION	28

SECTION A. NOTICE TO PROPOSERS

RFQ Name: Agent/Broker of Record for Insurance Services

RFQ No.: 2021-21

Responses Due: 11:00 AM, April 22, 2021

A1. SOLICITATION OVERVIEW

The Town of Miami Lakes, Florida, ("Town") is accepting sealed Responses from qualified firms to provide agent/broker of record for insurance services ("Services"). See Exhibit A, Contract 2021-21, Section 2 for a full scope of services and additional specifications. Responses must be submitted in All Responses must be received by the Town Clerk at 6601 Main Street, Miami Lakes, Florida 33014, by no later than 11:00 AM on April 22, 2021, at which time the Technical component of each Response will be opened.

Copies of the RFQ will only be made available on the Public Purchase and the Onvia DemandStar ("DemandStar") website. Copies of the RFQ, including all related documents can be obtained by visiting the Town's website at www.miamilakes-fl.gov, under Current Solicitations on the Procurement Department page, on Public Purchase's website at www.publicpurchase.com, or at DemandStar's website at www.demandstar.com. If you use Public Purchase or DemandStar it is strongly recommended that you register with them to receive notifications pertaining to this solicitation.

A2. MINIMUM REQUIREMENTS TO SUBMIT A RESPONSE:

To be eligible for award, Proposers must:

- 1. Be an active, registered business and have been in business for no less than five (5) years from the advertisement date of this RFQ;
- 2. Hold all required licenses within the State of Florida in order to provide the services listed in this RFQ; and
- 3. Have acted as a full-service Agent/Broker for a Florida local government for at least two (2) consecutive years within the past five (5) years demonstrated through at least two (2) client references.

The Town will consider a Proposer as responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change of name has been filed with the State of Florida or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposer must include documentation substantiating such name change as part of its Response for the Town to consider crediting the years of experience from the Proposer under its previous name. Failure to include such documentation with the Response will result in a determination of non-responsive.

A3. CONE OF SILENCE:

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFQ's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. Any questions concerning the substance of this or any other solicitation advertised by the Town must be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. No other communications, oral or otherwise, will be accepted. Failure to comply with the Cone of Silence may result in the rejection of a Response. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

SECTION B. PROJECT OVERVIEW

B1. OVERVIEW

The Town of Miami Lakes ("Town") is a municipality in Miami-Dade County with approximately 45 full-time employees, 34 part-time employees, and 7 elected officials. Part-time employees working thirty (30) hours, or more are eligible for health benefits and are encouraged to participate in health initiatives. The Town of Miami Lakes currently contracts with A&A Insurance. The Town's benefit plan year is currently December 1st, with annual enrollment taking place in October. The Town currently contracts with A&A Insurance. The current benefit carriers for the Town's insurance benefits program ("Program") consist of the following:

- Health Insurance United Health Care Choice Plus HMO Open Access
- Dental Insurance United Health Care choice of Indemnity or HMO plan)
- Life Insurance- Reliance Standard (one time employee's salary)
- Supplemental Life Insurance Reliance Standard (Voluntary up to 3 times employee's salary)
- Vision United Health Care
- Employee Assistance Program UHC
- COBRA Administration UHC

B2. GENERAL DESCRIPTION OF SCOPE OF SERVICES

The Town is seeking Responses from qualified vendors to provide Agent/Broker Professional Services for the provision of health, dental, life, and other related employee benefit programs. The Program must cover retirees as well as active employees. The selected Proposer shall assist with the strategic plan, design, and negotiation of the most cost -effective programs as well as the implementation and ongoing servicing of those plans. The selected Proposer must provide a superior level of service and must be able to develop or maintain a benefits plan that is comparable to the benefits available to employees currently. Service by Proposer is expected to begin on October 1, 2021, but this date is subject to change.

- 1. Solicit, evaluate, and negotiate plan proposals and rate quotes from existing and October 1, 2021 alternate insurance carriers for annual renewals. Make recommendations to the Town.
- 2. Provide thorough analysis and recommendation of benefit plan designs, cost-saving, and benefit enhancement options.
- 3. Assist with the implementation of programs and changes.
- 4. Conduct annual open enrollment meetings for all employees. Prepare open enrollment materials such as booklets, flyers, payroll stuffers, and posters.
- 5. Prepare insurance applications, compile support information needed and requested by insurance companies.
- 6. Assist with the resolution of all employee claim issues and all employer eligibility and billing disputes.
- 7. Conduct periodic plan review and provide plan design recommendations which will result in more effective benefits and cost-saving opportunities, with an annual budget analysis.
- 8. Provide Town administration recommendations on how best to utilize available plans and limit premium increases.
- 9. Assist the Town with the formation and implementation of a wellness plan.

- 10. Assist the Town with the development and implementation of a retiree healthcare policy, which provides Plans with comparable levels of service to that provided to existing Town employee participants.
- 11. Prepare comprehensive Employee Benefit Guides and other educational materials as requested.
- 12. Inform the Town of current and changing legislation, legal decisions, trends, and other developments affected employee benefits plans. Advise on and discuss methods to comply with these changes.
- 13. Coordinate provision of Section 125 via third party.
 - a. Facilitate the Town's compliance with requirements, including, but not limited to: OPEB, COBRA, Section 125 Cafeteria Plan, HIPAA, Healthcare Reform issues, and other state and/or federal mandated benefits.
- 14. Assist with COBRA/HIPPA audits, as needed.
- 15. Provide administration or pay for administrative services for COBRA and Retiree Health Insurance, as mandated by federal regulations and Florida Statute. (Including but not limited to "initial notices" all "qualifying event" notices, pricing and payment procedures and provide for premium collection services for all employer sponsored health and dental insurance programs.)
- 16. Assist with the development and design of year-round educational and informational materials, payroll stuffers, employee meetings, annual health fairs, and other initiatives to increase employees' awareness and understanding of their benefit plans.
- 17. Assist the Town in receiving and reviewing claims data and determining premium impact of any coverage changes.
- 18. Assist the Town with benefit renewals by ensuring that all potential carriers receive claims and employee census data and seek alternative coverage if requested.
- 19. Promptly responding to questions and requests.
- 20. Provide benchmarking to indicate how the Town's benefits compare to our peers from a geographical, industry sector, and organization size perspective.
- 21. Provide and administer one annual employee survey to determine areas of employee concern/or needed improvement within existing benefits. Complete analysis of survey results and prepare and provide a concise report accompanying an action plan based on survey results.
- 22. Provide assistance with employee healthcare advocacy to alleviate the need for clients to be involved with personal employee healthcare issues.
- 23. Hold employee direct contact meetings to assist employees with benefit decisions minimum of two (2) times a year, as needed.
- 24. Provide analysis and recommendations on newest benefit plans on the market.
- 25. Provide market analysis with annual market review and proposal summaries of all major insurance options compared to existing insurance programs.
- 26. Resolve any claims disputes such as "balance billing" or "collection notices."
- 27. Assist with claim resolutions if employees are experiencing challenges with getting their claims paid.

- 28. Provide assistance in obtaining authorizations, especially when urgent care is needed.
- 29. Ensure personnel availability for meetings, phone calls, and e-mail correspondence as required.
- 30. Maintain the confidentiality of Town records and data where applicable under federal and state laws.
- 31. Submission of written reports and other documents as required by the state and/or federal government.
- 32. Provide dedicated personnel as the primary contact for managing the account relationship with the Town.
- 33. Meet with specific Town staff throughout the year as reasonably necessary (minimum is quarterly).

See Exhibit A, Contract 2021-21, Section 2 for a full scope of services and additional specification. Should there be any discrepancy between this Section and Section 2 of the Contract, then the Contract provisions shall govern.

B3. CONTRACT TERM

This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years from the date of execution by the Town. The Town retains two (2) options to extend the term of this Agreement for additional one-year terms.

SECTION C. SUBMISSION OF A RESPONSE

C1. GENERAL INSTRUCTIONS

Proposers must carefully review all the materials contained herein and prepare their Response in accordance with this RFQ. The detailed requirements set forth below will be used to evaluate the Responses and failure of a Proposer to provide the information requested for a specific requirement may render their Response non-responsive and will result in rejection.

C2. SUBMITTAL REQUIREMENTS

Responses must be submitted in sealed envelope(s) or package(s) with the RFQ number, title, and due date clearly noted on the outside of the envelope(s) or package(s) in the following manner:

RFQ No. 2021-21

Agent/Broker of Record for Insurance Services

Sealed, written Responses must be received by the Town of Miami Lakes; Town Clerk's Office, no later than the date, time, and at the location indicated in Section A of the RFQ, in order to be considered responsive. Faxed documents are not acceptable. Responses received at any other location than the Town Clerk's Office or after the Response due date and time will be deemed non-responsive and will not be considered.

Only one (1) Response from an individual, firm, partnership, corporation, or business entity, will be considered in response to this RFQ. Subcontractors may be included in more than one Response submitted by more than one Proposer. An individual, firm, partnership, corporation, or business entity that submits a Response may not be a subcontractor on another Response submitted under this RFQ. Responses from joint ventures will **not** be considered. Where Proposer is listed as a subcontractor on another Response both Responses will be rejected as non-responsive.

C3. ADDITIONAL INFORMATION OR CLARIFICATION

Proposers must e-mail their requests for additional information or clarifications ("RFI") in accordance with the "Cone of Silence" requirements. Requests for additional information or clarifications **must** be submitted to procurement@miamilakes-fl.gov. The request must include the Proposer's name, the RFQ number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing **no later than seven calendar days prior to the Response due date.** Late or mis-delivered requests may not receive a reply.

The Town will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the Response Submission Date. The Town, at its sole discretion, may not issue a response to an RFI submittal. Proposers should not rely on any oral or written representations, statements, or explanations, other than those made in this RFQ or in any written addendum to this RFQ. Where there appears to be conflict between the RFQ and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the Town's Procurement webpage and on DemandStar and it is the Proposer's sole responsibility to ensure receipt of all addendum prior to submitting its Response. The Proposer should check the Town's webpage, Public Purchase (www.publicpurchase.com) or DemandStar (www.demandstar.com) for all addenda.

The Proposer must complete and sign the Acknowledgment of Addenda form or sign each issued Addendum and include in its Response in order to have the Response considered. In the event a Proposer fails to acknowledge receipt of such addenda, the Town may, at its sole discretion, determine that such

failure to acknowledge any or all addenda does not materially affect the Response, waive the submittal of said form(s) or the acknowledgement of one or more addendum on the form.

C4. AWARD OF A CONTRACT

A contract **may** be awarded to the Successful Proposer(s) of this RFQ by the Town Council, based upon the qualification requirements and Town Manager's recommendation. The Town reserves the right to execute or not execute, as applicable, a contract with the Successful Proposer(s), where it is determined to be in the Town's best interests. The Town reserves the right to cancel this solicitation entirely, in which case no award will be made. Therefore, the Town does not represent that any award will be made.

C5. UNAUTHORIZED WORK

The Successful Proposer(s) must not begin any work until the Town issues a Notice to Proceed. Such Notice to Proceed will constitute the Town's authorization to begin Work. Any unauthorized work performed by the Successful Proposer(s) is done at the Proposer's own risk, will be deemed non-compensable by the Town, and Proposer will not have any recourse against the Town for performing unauthorized work.

C6. CHANGES/ALTERATIONS/ASSIGNMENTS

Responses will be valid and irrevocable for at least 120 days after the Response due date. Proposer may change or withdraw a Response at any time prior to the Response due date. All changes or withdrawals must be made in writing to the Procurement Department. Oral/Verbal modifications will not be allowed and will be disregarded. No written modifications will be accepted after the Response due date. Proposers must not assign or otherwise transfer their Response. A transfer or assignment of the Response will result in the rejection of the Response as non-responsive.

C7. SUBCONTRACTOR(S)

Proposers are not permitted to subcontract any of the Services required under this RFQ without the prior written consent of the Town Manager.

Subcontractor(s) is an individual or company who has a contract with the Proposer to assist in the performance of the work required under this RFQ. Subcontractor(s) will be paid through the Proposer and not paid directly by the Town. The Proposer must clearly reflect in its Response the major Subcontractor(s) to be utilized in the performance of the Work. Any and all liabilities regarding the use of a Subcontractor(s) will be borne solely by the Successful Proposer and insurance for each Subcontractor(s) must be maintained in good standing and approved by the Town throughout the duration of the Contract. Neither the Successful Proposer nor any of its Subcontractor(s) are to be considered employees or agents of the Town.

C8. DISCREPANCIES, ERRORS, AND OMISSIONS

Any discrepancies, errors, omissions, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the Procurement Department in the same manner as provided for in Section B3, Additional Information or Clarification. Should it be necessary, the Town will issue a written addendum to the RFQ clarifying such conflicts or ambiguities.

C9. DISQUALIFICATION/REJECTION OF RESPONSES

This RFQ requires the use and submission of specific Town Forms, along with any supporting documentation or information that may be requested herein. These forms and documents are required for being considered responsive to the solicitation. Failure to utilize Town Forms or to submit supporting documentation or information will result in the rejection of the Response as non-responsive.

Modification of, retyping, or any other unauthorized alteration of Town Forms will result in the rejection of the Response as non-responsive.

The Town reserves the right to disqualify Responses before or after the submission deadline upon evidence of, including but not limited to, collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response, to reject any or all Responses in whole or in part, or to cancel this RFQ and reissue another for the same or similar services.

Throughout the RFQ, the phrases "must," "will," and "shall" denote mandatory requirements. Any Response that does not meet the mandatory requirements is subject to immediate disqualification.

The Town reserves the right to reject a Response from any Proposer(s) who has had performance issues under other contracts with the Town, including, but not limited to, issues performing to contractual standards, failure to deliver projects or services on time, default, or other significant issues the Town deems relevant. The Town may also reject a Response when it determines, in its sole discretion, that the Proposer is not in a position to perform the requirements defined in this RFQ.

Any Response submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods, services, fees, etc. to the Town or where the Town has an open or liquidated claim against a Proposer for monies owed the Town at the time of Response submission, or if a Proposer has been declared in default or abandoned a prior Town contract or agreement, or has been debarred by an federal, State of Florida, or Florida public entity within the past five (5) years will be rejected as non-responsive and will not be considered for award.

C10. PROPOSER'S EXPENDITURES

Proposer acknowledges and agrees that any expenditure it makes in the course of preparing and submitting a Response or in providing any information requested by the Town in connection with this RFQ are exclusively at the expense of the Proposer. The Town will not pay for or reimburse any expenditure, or any other expense incurred by Proposer in connection with preparing and submitting a Response, remaining in compliance with the RFQ and Contract Documents after a recommendation of award is made, or filing for administrative or judicial proceedings resulting from the solicitation process.

C11. DUE DILIGENCE

Proposers is solely responsible for performing all necessary investigations to inform themselves thoroughly as to all difficulties and issues involved in the completion of all Work required pursuant to the mandates and requirements of the RFQ and the Agreement. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the Work as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of the Proposer to fulfill, in every detail, all of the requirements of the Agreement, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time

C12. EXECUTION OF RESPONSE

The Response must be physically and duly signed by an authorized corporate officer, principal, or partner (as applicable) in blue ink with a signature in full. Proposer must complete the required Certificate of Authority, which is attached hereto as a required form. Any person signing the Response as an agent of the Proposer must include legal evidence of signing authority. Failure to properly execute the Response may result in the Response being rejected as non-responsive.

Proposers who are nonresident corporations must furnish to the Town a duly certified copy of their authorization to transact business in the State of Florida with the Response. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be the basis for rejection of the Response.

Proposer acknowledges and agrees that submitting its Response to this RFQ does not constitute an agreement or contract with the Town.

C13. CERTIFICATION OF ACCURACY OF RESPONSE

Proposer, by virtue of submitting its Response, certifies and attests that all the information contained within the Forms, Affidavits and documents related thereto included in its Response are true and accurate.

Any Proposer who submits in its Response any information that is determined by the Town, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, will be disqualified from consideration for award of the Contract.

END OF SECTION

SECTION D. SOLICITATION TERMS AND CONDITIONS

D1. LEGAL REQUIREMENTS

This RFQ is subject to all applicable federal, state, county, and Town codes, rules, ordinances, laws, and regulations that in any manner affect any of the services covered herein. By virtue of submitting a Response, the Proposer acknowledges and agrees that it is has full knowledge of such codes, rules, ordinances, laws, and regulations, and that it shall comply with the same. Lack of knowledge of any applicable code, rule, ordinance, law, or regulation will in no way relieve the Proposer from the responsibility to comply with these requirements.

D2. NON-APPROPRIATION OF FUNDS

If insufficient funds are appropriated and budgeting or funding is otherwise unavailable in any fiscal period for the services provided for in this RFQ, then the Town will have the unqualified right to terminate the Contract upon written notice to the Successful Proposer, without any penalty or expense to the Town.

D3. BUSINESS TAX RECEIPT REQUIREMENT

Successful Proposer(s) must meet the Town's Business Tax Receipt requirements in accordance with the Town Code, as amended, before conducting business within the Town. *See* Miami Lakes, Florida, Municipal Code §§ 37-56 – 37-66. Proposer(s) with a business location outside the Town must meet the applicable local or County Business Tax Receipt or Occupational License requirements.

D4. LOCAL PREFERENCE

This RFQ is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Proposers seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at http://www.miamilakes-fl.gov.

D5. REVIEW OF RESPONSES FOR RESPONSIVENESS

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFQ. A "responsive" Response is one which meets the requirements of the RFQ and is submitted in the format outlined in the RFQ, is of timely submission, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required on each document. Failure of the Proposer to provide the information as required under this RFQ may result in a rejection of the Response as non-responsive. A non-responsive Response will not be provided to the Evaluation Committee for consideration for an award of a contract.

D6. CLARIFICATIONS

The Town reserves the right to make site visits, visit the Proposer's place(s) of business, request clarifications of information submitted and request or obtain any necessary supporting documentation or information of one or more Proposers, after the deadline for submission of Responses. After the submittal of its Response, Proposer cannot submit any additional documents or information except upon the specific request of the Town. Any such submittal will not be considered and may result in a Response being rejected as non-responsive.

D7. KEY PERSONNEL

Subsequent to submission of a Response and prior to award of a Contract, Key Personnel must not be changed. Any changes in Key Personnel **will** result in the Response being rejected and not considered for award.

D8. AUDIT RIGHTS AND RECORDS RETENTION

The Successful Proposer must provide access at all reasonable times to the Town, or to any of its duly authorized representatives, to any books, documents, papers, and records of Proposer which are directly pertinent to this RFQ, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer must maintain and retain any and all of the books, documents, papers and records pertinent to the RFQ and any resulting Contract for not less than three (3) years after the Town makes final payment, and all other pending matters are closed. Proposer's failure to or refusal to comply with this condition will result in the immediate termination of the Contract (if awarded) by the Town.

D9. PUBLIC RECORDS

Proposer understands that the Response is a "public record, and the public will have access to all documents and information pertaining the Response and the RFQ, subject to the provisions of Chapter 119, Florida Statutes. The Proposer, by submitting a Response, acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law.

Proposer must claim the applicable exemptions to disclosure as provided by said Florida Statute in its Response by identifying the materials to be protected and the reason why such exclusion from public disclosure meets the requirement of Chapter 119, Florida Statutes, and is necessary and legal.

D10. DEBARRED/SUSPENDED VENDORS

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a Response or contract with a public entity for the construction or repair of a public building. In addition, such entity or affiliate may not perform any work as a supplier, subcontractor, or consultant, or subconsultant under any contract with any public entity, and may not transact business with any public entity. Any Proposer who submits a Response that includes such an entity or affiliate will be deemed non-responsible and the Response will not be considered.

D11. NONDISCRIMINATION

Proposer agrees that it will not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFQ. Furthermore, Proposer agrees that no otherwise qualified individual will solely by reason of his/her race, sex, color, age, religion, national origin, marital status, or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

D12. CONTINGENT FEES

Proposer represents and warrants to the Town that it has not employed or retained any person or company, to solicit or secure the award of a contract, and that it has not offered to pay, paid, or agreed to pay any person, company, corporation, or firm any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of a contract.

D13. ASSIGNMENT; NON-TRANSFERABILITY OF RESPONSE

A Response must not be assigned, transferred, purchased, or conveyed. A Proposer who is, purchased by or merged with any other corporate entity during any stage of the Response process, from date of submission of the Response through, to and including awarding of and execution of a contract, will have its Response deemed non-responsive and will not be considered or further considered for award.

Attachment A contains specific language as to the assignment, transfer, sale, or conveyance of the Contract after it has been executed and any such action after execution may result in the termination of said Contract, unless it meets the specific applicable provisions of the Contract.

D14. TIE BIDS - DRUG FREE WORKPLACE

Proposer that meets the requirements of Florida Statute 287.087 will receive preference should a tie occur in the ranking of the Responses by the Evaluation Committee.

Should a tie in the ranking of Responses occur the tied Proposers will be requested to submit an affidavit, if applicable, attesting to meeting the requirements.

D15. PROTEST PROCESS

Any Proposer wishing to file a protest as to the requirements or award of this RFQ must do so in accordance with Ordinance 17-203 (Procurement Ordinance), which is available at http://www.miamilakes-fl.gov/index.php?option=com content&view=article&id=67&Itemid=269.

D16. AFFIDAVITS

The following Affidavits are required to be submitted with the Proposer's Response:

D16.01. COLLUSION

The Proposer must include in its Response, in the applicable section of its Response, the Non-Collusive Affidavit, included in this RFQ as Form NCA. Failure by the Proposer to submit this affidavit will result in the Response being deemed non-responsive.

Where two (2) or more related parties, as defined in this Article, each submit a Response to the RFQ₇ such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under the RFQ. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals of one Proposer have a direct or indirect ownership interest in another Proposer for the same project. RFQ Responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Responses have worked together, discussed the details of their Responses prior to submission of their Responses or worked together in independently submitting Responses such actions will be deemed to be collusion.

The Proposer must certify that its Response is made without previous understanding, agreement, or connection either with any person, firm, or corporation submitting a Response for the same services, or with any Town department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Town will investigate all situations where collusion may have occurred, and the Town reserves the right to reject any and all Responses where collusion may have occurred.

D16.02. RELATIONSHIPS WITH THE TOWN AFFIDAVIT

The Proposer must identify any relationship the owners or employees have with the Town's elected officials or staff using Form PR included in this RFQ.

D16.03. CONFLICT OF INTEREST

Proposer, by responding to this RFQ, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the Town is financially interested, directly or indirectly, in the services specified in this RFQ. Proposer further certifies that its Response is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if

this or any solicitation issued by the Town. Proposers must complete and submit Form COI with its Response.

Proposer must include as part of its Response a detailed statement describing any relationships; professional, financial, or otherwise that it may have with the Town, its elected or appointed officials, its employees, or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFQ. Additionally, the Proposer must give the Town written notice of any other relationships; professional, financial, or otherwise that it enters into with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

Further, Proposer must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer's company.

Failure by the Proposer to disclose this information will result in the Response being deemed non-responsive.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

D16.04. ANTIKICKBACK

Proposers must complete and submit Form AK with their Response, attesting that no portion of the sum of the bid will be paid to any employees of the Town, its elected officials, the Proposer, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by any member of the Proposer's firm.

D16.05. PUBLIC RECORDS AFFIDAVIT

Proposers must complete and submit Form PRA with their Response. The Proposer must comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Response authorizes release of your firm's credit data to the Town.

All prospective Proposers must complete and submit the Compliance with Public Records Law affidavit with their Response. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Proposers, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

D16.06. PUBLIC ENTITY CRIMES ACT

Proposers must submit Form PEC with their Response to attest to their compliance with Section 287.133, Florida Statutes. In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any

goods or services to the Town, may not submit a Response on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment. Proposer must complete the Public Entity Crime Affidavit included in the RFQ.

END OF SECTION

SECTION E. INSTRUCTIONS FOR PREPARING A RESPONSE

Proposer's Response to this RFQ must contain the following information and documents and follow the instructions in its preparation. Failure to do so may deem your Response non-responsive. Non-responsive submittals will receive no further consideration and will not be provided to the Evaluation Committee.

E1. PREPARATION REQUIREMENTS

Each Response must contain the following documents and forms required by Sections E1.01 and E1.02, each fully completed, and signed as required. Proposers must prepare their Responses utilizing the same format outlined below in Section E1.03. Each section of the Response as stipulated in E1.03 must be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFQ that has not been requested or which the Proposer considers confidential, unless specifically required by the RFQ. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers are not to include any documents not specifically required or requested, including, but not limited to; media and public relations literature, annual reports, pictures, etc. Such documentation will not be considered and will be redacted from the copies provided to the Evaluation Committee. The submission of such documentation may adversely affect the evaluation of the Response by the Evaluation Committee. Page limitations may have been established for some of the Town Forms, as well as other documents. Any pages submitted in excess of the page limitations will be redacted or removed and not provided to the Evaluation Committee for consideration during the evaluation process. The font size and type for Town Forms are set and cannot be changed. Proposer should use the font style Calibri, Times New Roman, or Arial, with a font size of 11 or 12 for any other information or documents to be submitted.

Hard cover binders are not to be used in the submission of the Response. Only heavy stock paper, not exceeding 100#, is to be used for the front and back covers, as well as the required section dividers. Proposers should also make every effort to utilize recycled paper in preparing its Response. Double sided printing is permitted provided that the Response complies with the format set forth in E1.03 below.

E1.01. TECHNICAL COMPONENT OF THE RFQ:

The Proposer's response to the requirements of the Technical Response should provide complete detailed responses to all of the submission requirements of the Technical component of the RFQ. Missing, incomplete or vague responses to the questionnaire or any of the submittal requirements can adversely impact the evaluation of the Response. The technical portion of the Response must contain sufficient information to enable the Evaluation Committee to evaluate each of the criteria to be used in scoring the Technical component of the Response.

1. Company Declaration

Proposer must complete and submit Form CPD, Company Profile & Declaration for this section of its Response.

2. Qualifications of the Proposer

Proposer must complete and submit Form CQQ, Company Qualifications Questionnaire for this section of its Response.

3. **Understanding and Approach**

Proposer must complete and submit the following for this section of its Response.

- a. Provide details explaining your firm's approach to assisting local municipalities to maximize benefits for employees while minimizing the financial impact of rising insurance premiums. (Health, etc.) Cite specific examples from your relevant experience. Cite examples of innovative concepts your firm has employed.
- b. Provide details on how your firm will successfully perform the required Services for the Town. Responses should detail timeframes for proving the Services, specific resources dedicated to providing the Services, and methodology of Service delivery.
- c. Provide Key Personnel that would be handling the Town'

4. Accessibility

Proposer must complete and submit the following for this section of its Response.

- a. The office location of the account executive directly responsible for handling the Town's account.
- b. Description of the current corporation of the account executives' personal book of business including the following:
 - i. Number of accounts for which the account executive is responsible.
 - ii. How the Town's account would compare in size and scope to the other clients of the agent/broker.
 - iii. Steps the account executive or firm will take to assure that proper attention will be given to the Town's account as your volume of business grows.

5. References

Proposer must fill out Form CRL – Client Reference Letter to demonstrate the Firm acted as a full-service Agent/Broker for a Florida local government for <u>at least</u> two (2) consecutive years within the past five (5) years.

6. Cost Information

Proposers must fill out the "Cost Information Form" explaining the proposed Broker fee structure.

7. Comments on Agreement

Proposer shall include any comments related to the Town's Professional Services Agreement included as part of the RFQ.

8. Forms

In addition to the Forms and documents identified elsewhere in the RFQ the following Form must be submitted:

- Form AK Anti-Kickback Affidavit
- Form PEC Public Entity Crime Affidavit
- Form NCA Non-Collusive Affidavit
- ➤ Form COI Conflict of Interest Affidavit
- Form PR Public Relations Affidavit
- Form PRA- Public Records Affidavit
- Form CE Contract Execution Form

E1.02. RESPONSE SUBMISSION FORMAT

Responses are to be prepared and submitted in the following format and in the stated order. Failure to comply with this format may adversely impact the evaluation of the Response. Part A and B are to be submitted in separate sealed envelopes or boxes.

Part A - Technical component

- 1. Company Declaration
 - a. Form CPD Company Declaration
- 2. Qualifications of Proposer
 - a. Form CPQ Company Profile Questionnaire
- 3. Understanding & Approach
- 4. Accessibility
- 5. References
 - a. Form CRL Client Reference Letter
- 6. Comments on Agreement
 - a. Provide comments on Agreement if any
- 7. Cost Information Form
- 8. Forms
 - a. Form AK Anti-Kickback Affidavit
 - b. Form PEC Public Entity Crime Affidavit
 - c. Form NCA Non-Collusive Affidavit
 - d. Form COI Conflict of Interest Affidavit
 - e. Form PR Public Relations Affidavit
 - f. Form PRA Public Records Affidavit
 - g. Form CE Contract Execution Form

SECTION F. EVALUATION/SELECTION PROCESS

F1. PREPARATION REQUIREMENTS

F1.01. EVALUATION PROCEDURES

The procedure for response evaluation and selection is as follows:

- 1. Request for Qualifications issued.
- 2. Receipt of Responses.
- 3. Opening of Technical components and listing of all Responses received.
- 4. Preliminary review of the Technical Responses by Town staff for compliance with the submission requirements of the RFQ, including verification that each Responses includes all required documents.
- 5. Review by Town Staff to confirm that the Proposer's Team is qualified to render the required services according to State regulations.
- 6. The Evaluation Committee ("Committee"), appointed by the Town Manager, will meet to evaluate each responsive Response Technical component in accordance with the requirements of the RFQ. At the Committee's option, the Proposers may be required to attend an interview session. The Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview session.
- 7. Town staff will then calculate the total score of each Response and advise the Committee of each Response's combined score.
- 9. The Committee will form its recommendation of the most qualified Proposer(s) to the Town Manager inclusive of the ranking and scoring of the Responses.
- 10. The Town Manager will review the Evaluation Committee's recommendation and make a his/her own recommendation to the Town Council for award, reject all Responses, or return the recommendation to the Committee for reconsideration. In the event of a tie the recommendation of the Town Manager will control. The Town Manager may submit a recommended Proposer or "short list" of a combination of a recommended Proposer and the "short list" to the Town Council.
- 11. As stated in the solicitation the Town Manager or designees may conduct negotiations with the highest ranked Proposer.
- 12. If the Town is unsuccessful in negotiating a Contract with the selected Proposer the negotiations with the Proposer may be terminated and the Town Manager will attempt to negotiate a Contract with the next highest ranked Proposer and so on.
- 13. The Town Council will make the final selection and award.

F1.02. EVALUATION CRITERIA

Responses will be evaluated according to the following criteria and respective weight:

>	Qualifications of the Proposer	Maximum 35 points
>	Understanding & Approach	Maximum 30 points
>	Qualifications & Experience of the Project Team	Maximum 30 points
>	Accessibility	Maximum 15 points

Total Points: 110

F1.03. SOLICITATION SCHEDULE

Below is the anticipated schedule for this solicitation. Dates are subject to change at the sole discretion of the Town.

> Date Solicitation Issued: March 25, 2021

➤ Due Date for Submittals: April 22, 2021

> Due Diligence Period: April 22-29, 2021

> Evaluation Committee Meeting: May 3-7, 2021

> Evaluation Committee Award Recommendation: May 10, 2021

➤ Intent to Award Issued: May 10-11, 2021

> Town Council Award Date: June 8, 2021

Town of Miami Lakes

AGENT/BROKER OF RECORD FOR INSURANCE SERVICES

RFQ NO. 2021-21



4-22-2021

Proposed by: A & A Insurance Services, Inc. 11764 W. Sample Rd. suite 103 Coral Springs, FI 33065 954-993-4070 Cell Phone

www.anaisuranceservices.com

Request for Proposals RFQ. 2021-21

Table of Contents

Letter of Transmittal	Tab 1
Executed Agreement	Tab 2
Certificate of Authority	
Attachment A	Tab 3
Attachment A Responses requiring additional pages.	
Question #3 Section E Letter	
Question #4 Section E letter	
Question #7 Section E Letter	
Exhibit B/ Forms	Tab 4
Certificate of Women & Minority Business	
Ana Roque Resume	
Agent Errors and Omissions liability Insurance	
Metlife Certificate of Office insurance policy	
Company Qualification Questionnaire	Tab 5
Company Profile and Declaration	Tab 6
Client Reference letters	Tab 7
Sworn Statement of Public Entity Crimes	Tab 8
Key Personnel	Tab 9
Cost Information	
All affidavits	Tab 10
Non-Conclusive Affidavit	
Anti-Kickback Affidavit	
Conflict of Interest Affidavit	
Public Relations Affidavit	
Compliance with Public Records Law	



April 22nd, 2021

Nathalie Garcia 6601 Main Street Miami Lakes, FL 33014

Dear Ms. Garcia,

What a remarkable 15 years it has been with Town of Miami Lakes, I have followed with excitement as you have grown over the years. I have had the pleasure of working with your employees, assisting them in filing claims and much more. I feel I have been able to do a great job over the past years due to my passion of helping people and customer service. I give much credit to your exceptional HR department who continues to keep me informed and does not hesitate to reach out to me when an employee has questions or concerns.

Moreover, it is with so much gratitude and excitement that I send you this attached proposal. In this proposal shares all the details, but If you need any additional information as you consider your options, please let me know. I would also be happy to connect you with a few of my customers, including the two that are mentioned in this proposal if you would like another perspective.

Thank you for this opportunity and I am looking forward to continuing to work with the wonderful Town of Miami Lakes.

Thanks for your time and consideration,

With love,

Ana Roque

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST	Ana Roque
	- Ana & Mago
Signature	Signature
	Ana Roque, President
Print Name, Title	Print Name, Title of Authorized Officer or Official
ATTEST:	(Corporate Seal)
Firm's Secretary	
(Affirm Firm's Seal, if available)	
ATTEST:	Town of Miami Lakes, a municipal corporation of the State of Florida
Gina Inguanzo, Town Clerk	Edward Pidermann, Town Manager
	APPROVED AS TO LEGAL FORM AND CORRECTNESS:
	Town Attorney

CERTIFICATE OF AUTHORITY

I HEREBY CERTIFY that at a meeting of the Board of Directors of
A & A Insurance Services, a corporation organized and existing under the laws of the State of, held on the 3rd day of, March, 1999, a
the laws of the State ofFlorida, field off the State ofFlorida
resolution was duly passed and adopted authorizing (Name) Ana Roque as (Title) President of the corporation to execute agreements on behalf of the
corporation and providing that his/her execution thereof, attested by the secretary of the
corporation, shall be the official act and deed of the corporation.
I further certify that said resolution remains in full force and effect.
Truttier certify that said resolution, is the said to said the sa
- nc1
IN WITNESS WHEREOF, I have hereunto set my hand this 5, day of April
20.75
Secretary: Preside And Mog
Print: ANA ROQUE
NOTARIZATION
STATE OF FLOR: da) SS: COUNTY OF Brownd)
) SS:
COUNTY OF Broward
The foregoing instrument was acknowledged before me this day of
April 2021 by Ana Roque , who is personally known
to me or who has produced as identification and who (did /
did not) take an oath.
did flot/ take all easily
EDGARDO ALVARADO
SIGNATURE OF NOTARY PUBLIC Notary Public - State of Florida Compression # GG 175527
STATE OF FLORIDA My Comm. Expires Jan 16, 2022
Elgardo Averado
PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

ATTACHMENT A - RFQ/CONSULTANT'S RESPONSE

Question # 3 Section E

Understanding and Approach

- A. This is a great question; our method is we go to the market every year to make sure that we can save the Town money on their renewal. Our number one priority is to get you the best plans at the best rates. We negotiate with the insurance companies until we reach the benefits and the rates that make Town of Miami lakes happy. Our goal is to always stay at or under your budget.
- B. When it comes to servicing, we strive to give a white glove service. I keep a close relationship with all my reps to make sure I can provide the quickest turn around time, depending on the time of day and severity of the situation we can usually get the problem resolved within a few hours or latest a day or two. We take pride in having a great relationship with the insurance companies we work with and in doing so this makes for a smooth process. We have always given the outmost priority to any issues and problems that the town has. We are always ready to help any employee right away if they need us. We understand how the Town of Miami Lakes works and how quickly they need to have issues resolved. Since Ana Roque handles the Town of Miami Lakes herself, she plans to continue this service model.
- C. Ana Roque, President and CEO

Question # 4 Section E

Accessibility

- A. The office location 11764 W. Sample Rd. Suite 103 Coral Springs, Fl 33065
- B. Description of current corporation of the account executive's personal book of business.
 - 1. The executive is responsible for 20 accounts.
 - The Town's account compares in the fact that all the other accounts have about the same number of employees, between 20-50 employees each account.
 - 3. The account executive has an assistant that helps with the other accounts.

Question # 7 Section E

Comments on Agreement

We have no comments on the Town's Professional Services Agreement.

EXHIBIT B - OTHER EXHIBITS/FORMS

A&A Insurance Services

Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from: 10/07/2020 to 10/07/2022

John 12 John

V Jonathan R. Satter, Secretary Florida Department of Management Services 4050 Esplanade Way, Suite 380

Office of Supplier Diversity

Tallahassee, FL 32399 850-487-0915 www.dms.myflorida.com/osd



Ana Roque

11764 W Sample Rd #103 Coral Springs, FL, 33065 954-993-4070 anaroque01@gmail.com

PROFILE

Highly accomplished insurance broker with over 25 years' experience in demonstrating outstanding solution finding and service. While also providing valuable services to consumers in need of insurance coverage.

EXPERIENCE

A&A Insurance Services, Coral Springs, FL — 1995-Present

Provide consulting services to businesses regarding all aspects of employee benefits and make recommendations for program improvement and cost containment. I consult with companies of all sizes as well as individuals pertaining to health insurance benefit's along with offering worksite benefit's such as Aflac, Colonial and Allstate. Marketing of company to open new accounts and build new relationships while maintaining relationship with existing accounts. Help employees and HR managers with claims and billing issues.

AFLAC- Ft. Lauderdale, FL, - 1995-2012

District Sales Manager

Responsible for recruiting and training sales agents. Worked with business owners in developing Employee Benefits programs, conducted open enrollment meetings, and assisted employees in claims and billing issues.

EDUCATION - 1995

Gold Coast School of Insurance, Ft. Lauderdale, FL Completed 40-hour course for 215 License – license issued Life, Health & Variable Annuities #215, Fl.

PROFESSIONAL MEMBERSHIPS:

Palm Beach Association of Health Underwriters. National Association of Health Underwriters. Women & Minority Small Business Certification

SKILLS

customer service, sales, Microsoft Office & Excel, MLS, detail oriented, insurance companies, supplemental insurance, policy coverage and life insurance.

References Available Upon request

Certificate of Insurance - Sponsored Agent Errors and Omissions Liability Policy

For Life Insurance Company Sponsored Agents



This insurance is provided by the Company designated by a "X" in the box below:

Zurich American Insurance Company
Steadfast Insurance Company

Policy Number: EOC 9319136-09

THIS IS A CLAIMS MADE AND REPORTED POLICY. "CLAIMS" MUST FIRST BE MADE AND REPORTED IN WRITING TO THE COMPANY DURING THE "CERTIFICATE PERIOD" OR ANY APPLICABLE EXTENDED PERIOD OF THE POLICY. THE PAYMENT OF "DEFENSE COSTS" REDUCES THE LIMITS OF LIABILITY. PLEASE READ THE POLICY CAREFULLY. TERMS IN QUOTATION MARKS HAVE MEANING SET FORTH IN THE POLICY.

"Named Certificate Holder" and Address: ROQUE, ANA E - 3771 NW 87TH WAY CORAL SPRINGS, FL 33065 Aflac of Columbus, GA - Aflac of New York - CAIC Item 2. "Additional Insured": 8430 ENTERPRISE CIRCLE, STE 200 LAKEWOOD RANCH, FL 34202 Item 3. Producer Mailing Address: Item 4. Limits of Liability: Each "Claim"/Each "Named Certificate Holder" \$1,000,000.00 Aggregate Each "Named Certificate Holder" \$2,000,000.00 From; 1/1/2021 To: 1/1/2022 "Certificate Period": Item 5. 12:01 am local time at the address shown in Item 1. \$0 for AFLAC product claims, \$500 for non AFLAC product claims. Deductible: Item 6. See premium schedule. Premium: Item 7. Endorsement Effective at Inception: Please see Form and Endorsement Schedule

THIS "CERTIFICATE OF INSURANCE" IS ISSUED IN ACCORDANCE WITH THE "MASTER POLICY" ISSUED TO THE BY ACCEPTANCE OF THE POLICY THE "NAMED CERTIFICATE HOLDER" AGREES THAT THE STATEMENTS IN THE "CERTIFICATE OF INSURANCE" AND THE APPLICATION AND ANY ATTACHMENTS HERETO ARE THE "NAMED CERTIFICATE HOLDER'S" AGREEMENTS AND REPRESENTATIONS AND THE POLICY EMBODIES ALL AGREEMENTS EXISTING BETWEEN THE "NAMED CERTIFICATE HOLDER" AND THE COMPANY OR ANY OF ITS REPRESENTATIVES RELATING TO THIS INSURANCE.

Request a Copy of the Policy:

Contact Producer above at (800) 593-7657 or go to http://www.napa-benefits.org/aflac.

POLICY NUMBER:BP050746P2020

BUSINESSOWNERS BP DS 01 01 06

BUSINESSOWNERS POLICY DECLARATIONS

Econor	ny: ny Preferr	red Insurance Company	Producer: Dovetail Managing General Agency Corp.
		& A INSURANCE SERVIC	CES
NC.			
Mailing	Address.	11764 W Sample Rd	
viaiirig /	ludi 000.	TITOT VI Campie To	
		Coral Springs, FL 33065-3184	
Policy P	eriod:	FROM:10-30-2020	TO: 10-30-2021
		andard Time at your mailing add	ress shown above.
*EXCEF	PTIONS:	12:00 noon in Maine, Michigan a	nd North Carolina
	1		mises Information
Prem. No.	Bldg. No.	Premises Address:	
1	1	11764 W S	Sample Rd Coral Springs, FL 33065-3184
Prem.	Bldg.	Mortgageholder Name And A	Addrace:
No.	No.		
	1	BANK UNITED NA	ISAOA/ATIMA PO BOX 5919 TROY, MI 48007
1	1		
N RETU VE AGR	IRN FOR	THE PAYMENT OF THE PREM YOU TO PROVIDE THE INSU	
VE AGR	IRN FOR	THE PAYMENT OF THE PREM I YOU TO PROVIDE THE INSU	NIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY RANCE AS STATED IN THIS POLICY.
VE AGR	RN FOR REE WITH	THE PAYMENT OF THE PREM I YOU TO PROVIDE THE INSU Desc	MIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY RANCE AS STATED IN THIS POLICY. ription Of Business
Form of	RN FOR REE WITH Busines	THE PAYMENT OF THE PREM I YOU TO PROVIDE THE INSU Desc is:	NIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY RANCE AS STATED IN THIS POLICY.
Form of Indiv	RN FOR REE WITH Busines vidual anization liability co	THE PAYMENT OF THE PREMAYOU TO PROVIDE THE INSU Description: Partnership , including a corporation (but ompany)	INIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY Experimental Company The series of the series o
Form of Indiv Orgalimited Busine [63861]	Busines vidual anization liability co	THE PAYMENT OF THE PREMARYOU TO PROVIDE THE INSUIDES: Description:	MIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY RANCE AS STATED IN THIS POLICY. ription Of Business Doint Venture Limited Liability Company not including a partnership, joint venture or
Form of Indiv Orgalimited Busine [63861]	Busines vidual anization liability co	THE PAYMENT OF THE PREMARY YOU TO PROVIDE THE INSU	INIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY Experimental Company The series of the series o

Premises Number	Building Number	Type Of Property (Building Or Business Personal Property)	Actual Cash Value Of Building Option (Yes Or No)	Automatic Increase Building Limit (Percentage)**	Personal Property – Seasonal Increase (Percentage)	Limit Of Insurance*
1	1	Business Personal Property		%	25%	\$5,000
1	1	Building	No	4%	%	\$52,000

*Includes Automatic Increase Building Limit Percentage

**This percentage can only vary by premises, not by building.

Blanket Insurance	e
Indicate the type of property to be blanketed and the blanket limit	of insurance.
Type Of Property	Limit Of Insurance
	\$

	Deductibles (Ap	pply Per Location, Per Occurrence)	
Premises Number	Property Deductible	Optional Coverage (Other Than Equipment Breakdown Protection Coverage) Deductible	Windstorm Or Hail Percentage Deductible
1	\$500	\$500	29

Earth	quake/Volcanic Action Percenta	ge Deductible
Location:		%
Additional Coverages -	- Optional Higher Limits/Extende	ed Number Of Days (Per Policy)
Coverage	Additional Premium	Limit Of Insurance/Extended Number Of Days
Forgery Or Alteration	\$0	\$2,500
Business Income – Extended Number Of Days For Ordinary Payroll Expenses	\$0	60 Days
Extended Business Income – Extended Number Of Days	\$0	60 Days
Electronic Data – Increased Limit (Section I – Property)	\$0	\$10,000
Interruption Of Computer Operations – Increased Limit	\$0	\$10,000

Additional	Coverage -	Optional Higher Limits (Per	Premises)
Coverage	Premises Number	Additional Premium	Limit Of Insurance
Fire Department Service Charge	1	\$0	\$2,500

Additional C	overage - Business Income - Ordinary Pay	roll Additional Exemptions
Coverage	Exempt Job Classifications	Exempt Employees
Business Income		

Additional Coverage - Optional Higher Limits (Per Classification)			
Coverage	Class Code	Additional Premium	Limit Of Insurance

Business Income From Dependent Properties	\$0	\$5,000	

Additional Coverage	e – Business Inco	ome From Dependent Properties	
Secondary Dependent Properties	Yes	No	

Coverage	Class Code	Additional Premium	Limit Of Insurance
Accounts Receivable		\$0	\$10,000
Valuable Papers and Records		\$0	\$10,000
Outdoor Property		\$0	\$2,500
Business Personal Property Temporarily In Portable Storage Units		\$	\$
Other		\$	\$

	Optional Coverages (Applicab	le only if an "X" is show	n in the boxes below)
Loca	tion: 1		
	Coverage		Limit Of Insurance
1.	☐Outdoor Signs	\$	Per Occurrence
2.	☑Money And Securities	\$5,000	Inside The Premises
		\$2,000	Outside The Premises
3.	☑Employee Dishonesty	\$10,000	Per Occurrence Included
4.	Equipment Breakdown Protection Coverage		
5.	☐Burglary And Robbery (Named Peril Endorsement only)		
	Money And Securities	\$	Inside The Premises
	(Amount included when Burglary And Robbery option is selected)	\$	Outside The Premises
6.	Other	Specify:	\$
0,			Water Backup and Sump Overflow

SECTION II - LIABILITY AND MEDICAL EXPENSES

Each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II – Liability in the Businessowners Coverage Form and any attached endorsements.

ation: All				
C	Coverage		Lin	nit Of Insurance
oility And Medical E	Expenses	\$	1,000,000	Per Occurrence
Medical Expenses		\$	5,000	Per Person
amage To Premise	ses Rented To You	\$	50,000	Any One Premises
er Than Products/ gregate	Completed Operations	\$	2,000,000	
	Operations Aggregate	\$	2,000,000	
Optio	onal Coverages (Applicable	onl	y if an "X" is shown	in the boxes below)
Broadened Covera	age For Damage To Premises 14 55)	\$	0	Per Occurrence
	ties – Customer Goods Legal	\$		Per Occurrence
	For Guests' Property	\$		Per Occurrence
otional Limits)		\$		Per Guest
Motels – Liability F posit Boxes	or Guests' Property In Safe	\$		Per Occurrence
	Damage Liability Deductible		\$ 0	Refer to BP 07 04)
	Damage Liability Deductible er to BP 07 03); or			Refer to BP 07 04)
	er to BP 07 03); or	e:	\$ 0 Per Occurrence (Applicable Per Polic	у
	er to BP 07 03); or Endorseme	e:	\$ 0	у
□Per Claim (Refe	er to BP 07 03); or Endorseme	e:	\$ 0 Per Occurrence (Applicable Per Polic	у
□Per Claim (Refe	er to BP 07 03); or Endorseme	nts	\$ 0 Per Occurrence (Applicable Per Polic	y ent Title
□Per Claim (Refe	Endorsements	nts App	\$ 0 Per Occurrence (Applicable Per Polic Endorseme	y ent Title
□Per Claim (Refe	Endorsements	nts App	\$ 0 Per Occurrence (Applicable Per Polic Endorseme	y ent Title ation
□Per Claim (Refe	Endorsements Lumber Endorsements Class Code	App	\$ 0 Per Occurrence (Applicable Per Police Endorsement Discable Per Classific End	y ent Title ation orsement Title
□Per Claim (Refe	Endorsements Lumber Endorsements Class Code	App	\$ 0 Per Occurrence (Applicable Per Polic Endorseme	y ent Title ation orsement Title

\$ at each anniversary. ADVANCE PREMIUM \$ POLICIES SUBJECT TO PREMIUM AUDIT:			Fudansi	wanta Analiaahla	To Specific Buildings	
\$ at each anniversary. ADVANCE PREMIUM \$ POLICIES SUBJECT TO PREMIUM AUDIT: AUDIT PERIOD			Endorsem	ent		Title
\$ at each anniversary. ADVANCE PREMIUM \$ POLICIES SUBJECT TO PREMIUM AUDIT: AUDIT PERIOD						
ADVANCE PREMIUM \$ POLICIES SUBJECT TO PREMIUM AUDIT: AUDIT PERIOD ANNUALLY SEMI-ANNUALLY Countersignature Of Authorized Representative Name: Title: Signature: Date: For assistance, please contact your agent or you may					nd is payable	at inception, and
POLICIES SUBJECT TO PREMIUM AUDIT: AUDIT PERIOD ANNUALLY SEMI- ANNUALLY Countersignature Of Authorized Representative Name: Title: Signature: Date: For assistance, please contact your agent or you may	-		ach anniversar	у.		
AUDIT PERIOD	ADVANCE F	IVEINION A				
Countersignature Of Authorized Representative Name: Title: Signature: Date: For assistance, please contact your agent or you may	POLICIES S	UBJECT TO I	PREMIUM AUI	DIT:		
Name: Title: Signature: Date: For assistance, please contact your agent or you may	AUDIT PERI	OD □	ANNUALLY		□ QUARTERLY	□ MONTHLY
Name: Title: Signature: Date: For assistance, please contact your agent or you may			Counters	signature Of Auth	orized Representative	
Signature: Date: For assistance, please contact your agent or you may	Name:					
Date: For assistance, please contact your agent or you may	Title:					
For assistance, please contact your agent or you may	Signature:					
	Date:					
			ntact your age	nt or you may		
or mail to: 1333 Main St., Suite 600 Columbia, SC 29201	133					

they were still our officers.

Facsimile Signature of Secretary

Wave C. Turon

Facsimile Signature of President

16: shore Ponnovole

officers either before or after the contract is issued, the contract may be issued with the same effect as if



Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

a. Profes	ssional Licenses/Certifications (nclude name and license #)*	
2-15 Life and	d Health License		1995
Women & N	linority Business Certificate		2020
Type of Comp	e certifications of small or disadvantage bus pany: Individual Partner please describe the type of com	ship T Corporation LL LL pany:	.C 🗆 Other
	EIN Number: , of Business Professional Regul		
b. Dept			
b. Dept	of Business Professional Regul Date Licensed by DBPR: License Number:	4-1-1999 A225553	4-1-1999
b. Dept	, of Business Professional Regul	4-1-1999 A225553	4-1-1999
b. Dept	of Business Professional Regularia. Date Licensed by DBPR: License Number: registered to conduct business Date filed: Document Number:	ation Category (DBPR): 4-1-1999 A225553 In the State of Florida:	

Page 1 of 5



f. Name of Qualifier, license number, and relationship to company:

g. N/A	Names of previous Quarelationship to compa	alifiers during the past five (5) year ny and years as qualifier for the co	rs including, license numbers mpany:			
h. Name and Licenses of any prior companies						
Nar	me of Company	License Name & No.	Issuance Date			
Compa	ny Ownership					
a.	Name	partners of the company: Title President	% of ownership 100%			

Page 2 of 5



 Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

		Signa	atory Aut	hority	
Name Title		All	Cost	No- Cost	Other
Ana Roque President		V			
	-1				
	2,0				
	_				
Explanation for Other:					
Employee Information					
a. Total No. of Employees:	1	_			
b. Total No. of Managerial/Admin. Employees:	1				
 Number of Trades Personnel and total number (Apprentices must be listed separately for each classification) 	r per cla	assificat	ion:		
None					
Employer Modification Rating:					
Insurance & Bond Information:					
a. Insurance Carrier name & address:					
Zurich American Insurance Company 843	0 Enter	prise C	ircle, Ste	200 La	kewood i

Page 3 of 5



	b.	Insurance Contact Name, telephone, & e-mail: Zurich 800-593-7657
	c.	Insurance Experience Modification Rating (EMR): N/A (if no EMR rating please explain why)
	d.	Number of Insurance Claims paid out in last 5 years & value: 0
7.	Have a	ny lawsuits been file against your company in the past 5 years? Yes No
	lawsuit judgm	in a separate attachment, identify each lawsuit and its current disposition. For each t provide its case number, venue, the year the suit was filed, the basis for the claim or ent, its current disposition and, if applicable, the settlement unless the value of the nent is covered by a written confidentiality agreement.
8.	To the	best of your knowledge, is your company or any officers of your company currently under gation by any law enforcement agency or public entity. Yes No
		in a separate attachment, provide details including the identity of the officer and the of the investigation.
9.	compa	any Key Staff or Principals (including stockholders with over 10% ownership) of the any been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or bals have any pending violations of law, other than traffic violations? No
	If yes, includ	in a separate attachment, provide an explanation of any convictions or pending action ing the name of the Key Staff member or Principal involved and the nature of the offense.
10.		our company been assessed liquidated damages or defaulted on a project in the past five ars? \square Yes \blacksquare No
	If yes	, in a separate attachment provide an explanation including the name of the project, the instances of default or assessed damages, and the ultimate disposition of the issue.
11	to en	he Proposer or any of its principals failed to qualify as a responsible proposer, refused ter into a contract after an award has been made, failed to complete a contract during ast five (5) years, or been declared to be in default in any contract in the last five (5)? \square Yes \square No
	If yes	i, in a separate attachment provide an explanation including the year, the name of the ding agency, and the circumstances leading to default.
12	. Has t	he proposer or any of its principals ever been declared bankrupt or reorganized under ter 11 or put into receivership? $\ \square$ Yes $\ \blacksquare$ No

Page 4 of 5



If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

- 13. In a separate attachment, provide a list of all desk reviews of field reviews performed by Federal or State agencies within the past five (5) years including information on the result of each review, the review's current status, and whether any disciplinary action has been taken against the Proposer as a result of these reviews.
- 14. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFP, related to the Services to be performed under the Contract that Proposer believes is unique to its organization and would benefit the Town.

A & A Insurance is a certified Women & Minority business owner.

A & A Historiance is a certified World & Historia, 22
I have been servicing this account since 2006 with Aflac and in 2013 I was awarded the RFP
as your Agent of Record. Every employee has my personal cell phone number and
email address, because we are committed to giving the best service and fastest way possible.
Last year we were able to save the Town of Miami Lakes over \$120K by moving them from
Cigna to United Healthcare this year. In prior years, we have saved them over \$80k per year as
well. The benefits we choose are very rich and I believe the employees are very happy with the
health insurance and feel safe knowing that they are fully insured. If we get the honor of
keeping our contract, I assure you that we will continue to give you the same level of service
that you have been getting in the past and I would be happy to implement anything new
that you would like our agency to provide. We would be happy to accommodate Town of
Miami lakes as you see fit. Thank you for the opportunity to serve you.
By signing below, Proposer certifies that the information contained herein is complete and accurate to

the best of Proposer's knowledge.

3-31-2021 Date Signature of Authorized Officer

Ana E. Roque Printed Name

Form CQQ Page 5 of 5



Company Profile and Declaration

Solicitation Name:	Agent/Broker of Record for Insurance	Services			
Solicitation Number	2021-21				
Submitted By:	A & A Insurance Services				
	(Respondent Firms' Legal Name)				
	(Respondent D/B/A Name, if used for this	Project)			
	Ana Roque President				
	(Name and Title of Officer Signing the Sub	omittal for the Respondent)			
	(Contact Name, if different from Officer) 11764 W. Sample Rd. Suite 103				
	(Street Address)				
	Coral Springs, Fl 33065				
	(City/State/Zip Code)				
	anaroque01@gmail.com	954-993-4070			
	(Email Address)	(Phone Number)			
	Declaration				
I, Ana Roque		hereby declare that I am the			
	Print Name				
President	of A & A Insura	ance Services, Inc.			
Tir	tle	Name of Company			

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFQ are, to the best of my knowledge, true, accurate, and complete as of the submission date.



The Respondent further certifies as follows:

- This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFQ issued by the Town of Miami Lakes;
- Respondent has carefully examined all the documents contained in the RFQ and understands all
 instructions, requirements, specifications, terms and conditions, and hereby offers and proposes
 to furnish the products and/or services described herein at the prices, fees and/or rates quoted
 in the Respondent's Submittal, and in accordance with the requirements, specifications, terms
 and conditions, and any other requirements of the RFQ Documents;
- 3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
- Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFQ;
- Respondent is in full compliance with all applicable Federal, State, and local lows, rules, regulations and ordinances governing its business practices;
- 6. All statements, information and representations prepared and submitted in response to the RFQ are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFQ to independently verify the information provided in the Submittal;
- Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
- No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFQ;
- No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
- 10. Respondent has had no contact with Town personnel regarding the RFQ, the Project or evaluation of Submittals in response to this RFQ. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
- 11. The Proposal submitted by the Respondent has been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;

Page 2 of 3



- 12. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFQ; and
- 13. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

County, State ofFlorida	
day ofApsil	<u>,</u> 20 <u>21.</u>
	county, State ofFlorida

Page 3 of 3

(Notary Seal/Stamp)



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for RFQ 2021-21 for Agent/Broker of Record for Insurance Services

The above referenced firm has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the firm referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: aty of Cardenall
scope of Work: Aflae fee.
s contract still active? Yes No
Nas the work performed to acceptable quality standards? X Yes No
Nould you enter into a contract with the firm in the future? 🔯 Yes 🗌 No
f no to any of the above, please provide details below. Provide any other comment you feel appropriate.
Thank you for your assistance in helping us in evaluating our bid solicitation.
Name of Owner:
Name of individual completing this form: Evalua Krempler Date: 41621
Signature:
Telephone: 954-730-3097 E-mail: Ekremper @ landwill-fl
Sincerely,
Nathalie Garcia Procurement Manager



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for RFQ 2021-21 for Agent/Broker of Record for Insurance Services

The above referenced firm has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the firm referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity	Blue Ocean Press Inc.			
	oup Health/Gap Insurance ar	d Supplemental F	lans Vision, De	ental and Life
ls contract still active?				
Was the work perform	ned to acceptable quality sta	ndards? 🔀 Yes	No	
Would you enter into	a contract with the firm in t	ne future? X Yes	☐ No	
If no to any of the appropriate.	above, please provide deta			comment you feel
	ssistance in helping us in eva	luating our bid so	licitation.	
Name of Owner: The	omas Mounce	5.V. 2.V. 2		4 4 0004
Name of individual co	ompleting this form:leri l	Brewster	Date:_	4-1-2021
Signature:	Joi Brewster	Title:HR Ac	counting Mana	ager
Telephone: 954-973	-1819	_ E-mail: _ acco	unting@blueo	ceanpress.com
Sincerely,				
Nathalie Garcia Procurement Manag	er			

SWORN STATEMENT ON PUBLIC ENTITY CRIMES SECTION 287.133(3)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1.

Ana Roque President [print individual	l's name and title]
or A & A Insurance Services	
[print name of entity sub	omitting sworn statement]
hose business address is 11764 W. Sample Rd. Suite 1	03 Coral Springs FI 33065
1/15 11 11 11 12 12 12 12 12 12 12 12 12 12	antification Number (FFIN) is 65-0907804
	entification Number (FEIN) is 65-0907804
nd (if applicable) its Federal Employer Ide	

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity. 6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.] Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order] I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM. BEFORE ME, the undersigned authority, personally appeared ANA ROOM to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and executed said Affidavit for the purpose acknowledged to and before me that therein expressed. WITNESS, my hand and official seal this 5 day of 400My Commission Expires: Jan 16 12022 EDGARDO ALVARADO

Form PEC

Notary Public State of Florida at Large

Notary Public - State of Florida

Commission # GG 175527 My Comm. Expires Jan 16, 2022 TAB 9



KEY PERSONNEL

Proposers must provide the Key Personnel who would be tasked with handling the Town's account.

Job Classification
Sales and Service Rep for the Town of Miami Lakes
Service and enrollments
Customer Service and enrollments

Company Name:	A & A Insurance Services	
Signatory's Name:	Ana Roque	
Signatory's Title:	President	
Signatory's Signatu	re: Ano E Nog	



COST INFORMATION

Proposers must provide a statement explaining the proposed Broker fee structure. This Form must be included as part of your Proposal submitted to the Town.

Line of Business	Commission
Group Health Insurance	6_%
Group Dental Insurance	10 %
Group Vision Insurance	10.%
Group Life Insurance	15 %

Company Name: _	A & A Insurance Services	
Signatory's Name:	Ana Roque	
Signatory's Title: _	President	
Signatory's Signatu	ire: Ana & Rog	

TAB 10

NON-COLLUSIVE AFFIDAVIT

st duly sworn, deposes and says that:
(Owner, Partner, Officer, Representative the Bidder that has submitted the
ne preparation and contents of the attached Proposal and of all Proposal; ollusive or a sham Proposal; officers, partners, owners, agents, representatives, employees ant, have in any way colluded, conspired, connived or agreed, der, firm, or person to submit a collusive or sham Proposal in the attached Proposal has been submitted; or to refrain from the or have in any manner, directly or indirectly, sought by person Proposal or of any other Bidder, or to fix any overhead, profit, or the Proposal price of any other Bidder, or to secure through a unlawful agreement any advantage against (Recipient), or any lawful agreement on the part of the Bidder or any other of its rees or parties in interest, including this affiant.
of: By: Are & Nog.
Ana Roque
(Printed Name)
President
resident
(Title)
-

Form NCA

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA } SS:
COUNTY OF MIAMI-DADE }
I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein
bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and
or its design consultants, as a commission, kickback, reward or gift, directly or
indirectly by me or any member of my firm or by an officer of the corporation.
By: Ana E. Nog
Title: President
Λ
BEFORE ME, the undersigned authority, personally appeared ANA Ropueto me well
known and known by me to be the person described herein and who executed the foregoing
Affidavit and acknowledged to and before me that
Affidavit for the purpose therein expressed.
WITNESS, my hand and official seal this day of
My Commission Expires: San 16, 2022
EDGARDO ALVARADO Notary Public - State of Florida Commission # GG 175527
Notary Public State of Florida at Large My Comm. Expires Jan 16, 2022

Form AK

CONFLICT OF INTEREST AFFIDAVIT

State of }	
} SS: County of }	
Ana Roque	
	being first duly sworn, deposes and says that he/she is the (Owner,
Partner, Officer, Represen	tative or Agent) of A & A Insurance , the Proposer that has
submitted the attached Pr	oposal and certifies the following;
the Town has a financial under or through the a official (including Town employee or elected or Proposer, and further, the or child of any of them, interest means direct of Proposer. Any contract by the Town Council. For violates or is a party to the Dade County Code Sect Stat., the Code of Ethic furnishing the goods or submitting any future be herein, includes any per Proposer further certification.	omitting its Proposal that no elected official, committee member, or employee of all interest directly or indirectly in this Proposal or any compensation to be paid ward of a contract, and that no Town employee, nor any elected or appointed committee members) of the Town, nor any spouse, parent or child of such appointed official of the Town, may be a partner, officer, director or employee of nat no such Town employee or elected or appointed officer, or the spouse, parent alone or in combination, may have a material interest in the Proposer. Material r indirect ownership of more than 5% of the total assets or capital stock of the award containing an exception to these restrictions must be expressly approved urther, Proposer recognizes that with respect to this solicitation, if any Proposer a violation of the ethics ordinances or rules of the Town, the provisions of Miaminon 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. cs for Public Officers and Employees, such Proposer may be disqualified from services for which the Proposal is submitted and may be further disqualified from ids or proposals for goods or services to the Town. The terms "Proposer" as used son or entity making a bid or proposal to the Town to provide goods or services. es that the price or prices quoted in the Proposal are fair and proper and are not an conspiracy, connivance, or unlawful agreement on the part of the Proposer or
any other of its agents, Signed, sealed and deliver	representatives, owners, employees or parties in interest, including this affiant.
Witness	By: 4 & * * * * * * * * * * * * * * * * * *
Tribines.	
Witness	Ana Roque (Printed Name)
Willess	
	President
	(Title)
by me to be the person of and before me that A	0
	d and official seal this <u>S</u> day of <u>April</u> <u>302</u>
My Commission Expires:	EDGARDO ALVARADO
ap	Notary Public - State of Florida Commission # GG 175527
Notary Public State of Flo	rida at Large My Comm. Expires Jan 16, 2022 Form COI



PUBLIC RELATIONS AFFIDAVIT

idder's N	ame: Ana Roque		Solicitation No.: _	2021-21
execut	ting this affidavit,	Proposer discloses	any personal or business	relationship or past
perience	with any current T	own employee or elec	ted representative of the To	wn.
oposer s	shall disclose to the	Town:		
a)	Any direct or indi representative of t	rect personal interest the Town.	s in a vendor held by any	employee or elected
	Last name	First name	Relationship	
	Last name	First name	Relationship	
	Last name	First name	Relationship	
b)	Any family relation	nships with any emplo	yee or elected representative	
	Last Haine	T if st. flame	Rotationship	
	Last name	First name	Relationship	•
	Last name	First name	Relationship	To a
	1	4.3		
	Ano E-	Mug	4-8-2021	
	Authorized Signa	ature	Date:	
	Ana Roque		President	
	Print Name		Title:	

COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statues, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - Keep and maintain public records that ordinarily and necessarily would be required by TOWN
 in order to perform the services required under this Agreement;
 - Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: _	A & A Insurance Services		
Authorized represe	entative (print): Ana Roque		
Authorized represe	entative (signature): Ano	L. Mug Date:	4-1-2021



RFQ 2021-21

Agent/Broker of Record for Insurance Services

Addendum #1

Due Date: 11:00AM, April 22, 2021

This addendum is incorporated into and made a part of the Request for Qualifications ("RFQ"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFQ, which take precedence over the RFQ documents. <u>Underlined</u> word(s) indicate additions. Deletions are indicated by strikethrough.

Clarification:

1. Section E1.02 is hereby amended as follows:

"Responses are to be prepared and submitted in the following format and in the stated order. Failure to comply with this format may adversely impact the evaluation of the Response. Part A and B are to be submitted in separate sealed envelopes or boxes."

2. Section E1.01, Item 8 Forms is hereby amended as follows:

"Form AK - Anti-Kickback Affidavit

Form PEC – Public Entity Crime Affidavit

Form NCA - Non-Collusive Affidavit

Form COI – Conflict of Interest Affidavit

Form PR – Public Relations Affidavit

Form PRA- Public Records Affidavit

Form CE - Contract Execution Form"

Questions:

1. Who is the Town's current broker of services?

Response: A&A Insurance.

2. What is the commission the current broker receives for each line of service?

Response: The Town does not pay the commission.

3. Does the Town currently have a multiyear rate guarantee on any of your coverage?

Response: No.

4. What is your total annual premium for Medical, Dental, Vision, and Life?

Response: Estimated premiums for Employee Only coverage is \$469,000. Premiums are subject to change monthly due to enrollment changes. The Town pays 100% for Employee Only health, dental, vision, and life.

5. Does the Town offer their employees supplemental benefits?

Response: These benefits are voluntary.

6. Does the Town currently have a multiyear rate guarantee on any of your coverage?

Response: No.

Date Posted: April 13, 2021



Acknowledgement:	
	Ana & Roma
Name of Signatory	Signature
Title	Name of Bidder
 Date	



TOWN OF MIAMI LAKES MEMORANDUM

To: Honorable Mayor and Town Councilmembers

From: Edward Pidermann, Town Manager

Subject: Awarding of Professional Artist Service Agreement for the Miami Lakes MiGlo

Walking and Biking Trail

Date: June 8, 2021

Recommendation

It is recommended that the Town Council approve the public art concept as created by Artist Carola Bravo and recommended by the MiGlo Artist Selection Committee and authorize the Town Manager to enter into a professional artist service Agreement with Carola Bravo for the design, fabrication, and installation of the outdoor public art in an amount not to exceed \$22,500.

Background

The Miami Foundation, with support from Target, launched the 2019 Public Space Challenge (PSC). The PSC is a two-phased ideas contest open to anyone in Miami-Dade County with an idea for creating, improving, or activating public spaces. The PSC invests approximately \$250,000 in 12 unique project ideas that help create, activate, or improve how Miamians move around our community. During Phase 1, the Foundation sought the best ideas that focused on improved usability of existing public spaces and the creation of vibrant public spaces that connect Miamians to communities and each other. The Town submitted the Miami Lakes MiGlo Walking and Biking Trail (MiGlo) idea for Phase 1. The idea was to reimagine and revitalize an existing public space by creating a solar powered glow in the dark pathway for pedestrians and bicyclists to enjoy.

Over 200 competitive ideas were submitted in Phase 1 from individuals, groups, organizations, and municipalities throughout Miami-Dade County. All Phase 1 ideas were posted on the Foundation's PSC live platform for the public to vote, or "Like", their favorite idea. The Town disseminated social media posts and emails inviting Miami Lakers to vote for the MiGlo idea. MiGlo received hundreds of "Likes" and exceptional comments, and the idea was advanced to compete in Phase 2 as one of only 34 finalists. MiGlo received support from the Town's Neighborhood Improvement and Cultural Affairs Committees, Bike305, FDOT Bicycle Helmet Representative, and our social media community. In Phase 2, MiGlo was selected as one of the top 12 projects in the entire Miami-Dade County and received the maximum PSC award of \$25,000.

Professional Artist Service Agreement for MiGlo Memorandum Page 2 of 3

A Call to Professional Artists residing in Miami-Dade County (MDC) was issued for this artistic project through the MDC Art in Public Places Program of the MDC Department of Cultural Affairs. A total of fourteen (14) submittals were received.

The MiGlo Artist Selection Committee comprised of Town Staff, Town Committee Members, architect, bicycle and pedestrian experts, and a local professional artist reviewed, scored, and shortlisted the submittals. The Committee was comprised of:

- Rudy Lloredo, Neighborhood Improvement Committee Chair
- Felicia Salazar, Architect, Cultural Affairs Committee Vice-Chair
- Kristina Labossiere CPRP, Parks and Recreation Leisure Services Manager
- Michael Zayas-Morales, MBA, MCP, Transportation Planning Manager
- Barbara Baron, Professional Artist
- Sue Kawalerski, Bike305 Manager, MDC Parks, Recreation and Open Spaces
- Renée N. Wilson, MPA, BSBM, Grants/Governmental Affairs Manager, Liaison

Advisory:

• Omar Santos Baez, Public Works Engineer

The shortlisted top three Artists are as follows:

- 1) Carola Bravo Proposal Submittal #7
- 2) Deon Rubi Lucila Garcia de Onrubia Proposal Submittal #9
- 3) Panchi Sanfuentes Proposal Submittal #14

The Committee selected the top ranked Artist, Carola Bravo. The Artist's proposed concept, Water Glow, was recommended for the trail for its complementary ripple effects adjacent to the canal, harmonizing blue hues and color schemes signature to the Town, and its tranquil and multidimensional charm. In the event an agreement cannot be reached with the top-ranked Artist, it is further recommended that the Town Manager terminate negotiations, and instead, proceed with negotiations with each of the next highest-ranked Artists in order until an agreement is reached.

Benefits

The existing underutilized paved path is unattractive, uninspiring, and unseen after dark. Powered by the sun, the Miami Lakes MiGlo Walking and Biking Trail will provide a luminescent solar-powered glow on the dark path for Miami Lakes pedestrians and bicyclists to enjoy. The project will take place on the NW 170th Street recreation and bike trail, from NW 87th Avenue to NW 89th Avenue. This path is .25 miles in length and was selected for its proximity to Royal Oaks Park and perfect open space position to the sun. In addition, trees along the path will not block the sunlight needed to power the trail.

By painting the existing trail with a combination of durable anti-slip and photoluminescence paint, the path will emit a visually captivating solar-powered glow to improve lighting and safety for residents, pedestrians, and cyclists who use this trail. Similar glow in the dark paths exists in the Netherlands, Poland, Australia, and Singapore. This Project will encourage people to be more active, engage in public spaces, and improve public health. A kick-off, glow in the dark bicycle event is proposed to launch the project this Fall. The Miami Lakes MiGlo Walking and Biking

Professional Artist Service Agreement for MiGlo Memorandum Page 3 of 3 $\,$

Trail will be the first-of-its kind for South Florida and Miami-Dade County, highlighting the Town as, "Glowing Beautifully".

Attachments:

Exhibit A: Call to Artists

Exhibit B: Committee Scoresheets and Artists Proposals Exhibit C: Artist Carola Bravo Water Glow Concept

Exhibit D: Professional Artist Service Agreement Template

Call To Artists

Miami Lakes MiGlo Walking and Biking Trail

A 2019 Public Space Challenge Project



The Miami Lakes MiGlo Walking and Biking Trail Project was made possible by the 2019 Public Space Challenge, a program of The Miami Foundation with support from Target.

INTRODUCTION:

Project: Miami Lakes MiGlo Walking and Biking Trail

Project Budget: \$22,500

Location: On NW 170th Street from NW 87th Avenue to NW 89th Avenue (.25 miles in

length) in Miami Lakes

Deadline: Tuesday, January 21, 2020

Eligibility: Open Call to all Professional Artists residing in Miami-Dade County.

Call To Artists: The Town of Miami Lakes requests proposals from professional artists and/or artist teams to design and complete an outdoor glow in the dark permanent public art piece to artistically enhance an existing trail and complement the use and vision of the Town of Miami Lakes.

Artist Selection: The Town of Miami Lakes MiGlo Artist Selection Committee will review and rank proposals and provide recommendations on artist selection.

Project Summary: The core issue is an underutilized existing paved path. The current path is unattractive, uninspiring, and unseen after dark. The opportunity the Town seeks to address is to transform this existing underutilized path into the **Miami Lakes MiGlo Walking and Biking Trail**, a mobility intersects the arts glow in the dark trail.

Powered by the sun, the Miami Lakes MiGlo Walking and Biking Trail will provide a luminous path for pedestrians and bicyclists to enjoy. Similar glow in the dark trails exist in the Netherlands, Poland, Australia, and Singapore. The Miami Lakes MiGlo Walking and Biking Trail Project will be the first-of-its kind for South Florida and Miami-Dade County.

Funding Partnerships: The Miami Lakes MiGlo Walking and Biking Trail Project was made possible by the 2019 Public Space Challenge, a program of The Miami Foundation with support from Target. The Miami Foundation Public Space Challenge is an ideas contest open to anyone in Miami-Dade County with an idea for creating, improving or activating our local parks and public spaces. This year, the Foundation focused on mobility which connects residents to each other and the places they live.

PROJECT DESCRIPTION:

Project: Miami Lakes MiGlo Walking and Biking Trail Project

Budget: \$22,500

Location: On NW 170th Street from NW 87th Avenue to NW 89th Avenue (.25 miles in

length) in Miami Lakes

Opportunity for Public Art: The Miami Lakes MiGlo Walking and Biking Trail is a mobility intersects the arts glow in the dark permanent site-specific project, which improves an existing paved path by transforming traditional asphalt to a photo luminescent, magical solar-powered, MiGlo Trail. This Call to Artists is to commission an Artist to acquire materials and perform the design and implementation of a glow in the dark work of art on the trail.

Powered by the sun, the Miami Lakes MiGlo walking and biking Trail will provide a glow in the dark path for pedestrians and bicyclists of Miami-Dade County to enjoy! The Project will take place on NW 170th Street from NW 87th Avenue to NW 89th Avenue in the Town of Miami Lakes northwest neighborhood. This path is .25 miles in length and was selected for its close proximity to Royal Oaks Park, hundreds of neighborhood homes, and perfect open space position to the sun. In addition, trees along the path will not block the sunlight needed to power the trail. This Project will encourage people to be more active, engage in public spaces, and improve public health. This unique Project will be the first-of-its kind for South Florida and Miami-Dade County, thereby further branding local artists; Miami, Florida: and Miami Lakes as world-renowned talent destinations.

PHOTOS OF EXISTING SITE:







Town of Miami Lakes | 6601 Main Street, Miami Lakes, FL, 33014 | www.miamilakes-fl.gov

ADDITIONAL PHOTOS OF EXISTING SITE:





Town of Miami Lakes | 6601 Main Street, Miami Lakes, FL, 33014 | www.miamilakes-fl.gov

PROPOSED SCHEDULE: *Dates are subject to change*

ACTIVITY	DEADLINE
Call to Artists Opens.	Wednesday, December 18, 2019
Proposal Submission Deadline.	Tuesday, January 21, 2020
Town of Miami Lakes MiGlo Artist Selection Committee reviews and ranks proposals and provides recommendations.	February 2020 (TBD)
Artist Selection and Commission.	March 2020
Artist Purchases Materials, Commences, and Completes Solar Powered Luminescent Glow in the Dark Artwork on the .25 miles trail.	April 2020
MiGlo Launch Event (includes a Glow in the Dark Community Bike Ride at Night, media campaign, and collaborators and artist recognitions).	Between April 2020 to June 2020

PROPOSAL CONCEPT:

Submit Requested Documents via Submittable:

- BIOGRAPHY: Introduce yourself, education, credentials, and notable achievements.
- **IMAGES OF PREVIOUSLY COMPLETED WORK:** Upload five (5) images of your previously completed work. The Submittable system will prompt you to enter descriptions, including dimensions, completion date, location, client/agency, budget, and a brief written description of the work.
- **CONCEPT VISUALS:** Sketches and/or renderings of the proposed concept idea(s) in context within the specific site location on the .25 miles trail.
 - O Click on links for examples of similar projects around the world:
- https://www.npr.org/sections/parallels/2014/11/17/364136732/in-a-dutch-town-a-glowing-bike-path-inspired-by-van-gogh
- https://www.huffpost.com/entry/glow-in-dark-bike-path-lane-sun-poland n 57fd0732e4b068ecb5e1d57b
- **NARRATIVE:** Brief written narrative describing your proposed sketch of artwork.
- MATERIALS RESEARCH: Provide recommendation(s) on the best suited glow in the dark product, paint, or sand for the trail that is outdoor weather resilient, ADA

Town of Miami Lakes | 6601 Main Street, Miami Lakes, FL, 33014 | www.miamilakes-fl.gov

compliant, nontoxic, harmless, environmentally-friendly, non-flammable, creates a luminous glow that lasts for maximum hours per day after dark, and continues to glow for a maximum number of years, requiring little to no maintenance.

- MAINTENANCE PLAN: Describe how to maintain and preserve the life of your artwork.
- **BUDGET:** Provide an estimated project budget, inclusive of all costs to purchase glow materials, design, and implement the artwork(s). Please include estimated line items associated with the following categories as appropriate, including potential costs associated with:
 - 1. Materials
 - 2. Design of the artwork for .25 miles trail
 - 3. Installation of the artwork for .25 miles trail
 - 4. Artist Fee
 - 5. Maintenance of the artwork on the .25 miles trail

TRAIL MAP .25 MILES



PROPOSAL SUBMISSION:

Submit your proposal online via Submittable no later than Tuesday, January 21, 2020, at 11:59 PM (EST). *Deadline extended to Monday, February 10, 2020, at 11:59 PM (EST).

To view the application and submit, visit the **Miami-Dade County Art in Public Places** website and navigate to Calls To Artists: http://www.miamidadepublicart.org/#artists-calls. For general information about how to create or use a Submittable Account, visit http://help.submittable.com/knowledgebase/articles/225218-how-do-i-submit.

Town of Miami Lakes | 6601 Main Street, Miami Lakes, FL, 33014 | www.miamilakes-fl.gov



ABOUT THE TOWN OF MIAMI LAKES:

Incorporated in 2000, the Town of Miami Lakes is located in Northwest Miami-Dade County on both sides of the "big bend" along the Palmetto Expressway. Conveniently located just 16 miles North of Downtown Miami and 10 miles from Miami International Airport, the Town encompasses approximately 6.8 square miles; 31,628 residents; and over 1,700 businesses. The official boundaries are NW 170th Street and the Palmetto Expressway (SR 826) to the North; NW 138th Street to the South; NW 57th Avenue (Red Road) to the East; and Interstate 75 to the West. The Town of Miami Lakes is the perfect place for your family and business to continue "Growing Beautifully".

Known as one of the most beautiful areas in South Florida for its tree lined streets, large estate lots, and extremely low crime rates, Miami Lakes is home to a thriving business community, high quality office developments, and beautiful residential areas. This vibrant community is nationally recognized as one of the best examples of unique and innovative town planning. The Town is the recipient of various awards and recognition, including one of the 100 Best Communities for Young People, All-America City finalist, Tree City USA, Playful City USA, member of the AARP Network of Age-Friendly States and Communities, and a designated Florida Department of Elder Affairs Community for a Lifetime.

True to its name, there are 23 lakes nestled within the Town. There are also numerous opportunities to enjoy the outdoors with over 100 parks and tot-lots situated within walking distance of every neighborhood, confirming Miami Lakes has more parks per 1,000 residents than any other municipality in the State.

For residents, all of this means that one can enjoy a quality of life that is second to none—natural scenic beauty and a vibrant cultural environment. For businesses, Miami Lakes offers an ideal environment for success—a central location with immediate freeway and airway access while maintaining a hometown feel.

ADDITIONAL INFORMATION:

For additional information on this Project, please click on the <u>Town of Miami Lakes Press</u> <u>Release via Facebook</u> or contact Renée Wilson, Town of Miami Lakes Grants and Governmental Affairs Manager, at the Office at (305) 364-6100 x1225, or via email at <u>wilsonr@miamilakes-fl.gov</u>.

We look forward to partnering with you as Miami Lakes continues, "Growing Beautifully".

Below are the seven (7) scoring categories. The minimum and maximum points per category are listed.

Please record your points and final score for each artist proposal.



		1	2	3	4	5	6	7	FINAL
No.	Name	Biography (Maximum 15 pts)	5 Images of Work (Maximum 10 pts)	Narrative (Maximum 15 pts)	Research/ Materials (Maximum 15 pts)	Maintenance Plan (Maximum 15 pts)	Concept Visuals (Maximum 15 pts)	Project Budget (Maximum 15 pts)	Maximum Score
	Ernesto Kunde	/	V						25
2	Red Shostak-Vales	V					/		30
3	Sheila Fraga	/	/						25
ı	Magnus Sodamin	/	/	/	V	/		V	85
5	Jose Alvarez		V						10
5	Elite Kedan	V	V	/	V	/			70
7	Carola Bravo	/	V	/	V	/	V	V	100
3	GLAC Studio Maria Parada	/	V	/	V	/		V	85
•	Deon Rubi Lucila Garcia de Onrubia	V	-	/	V	V		V	85
LO	Gloria Porcella Erika Calesini	V	/	/	V	/		V	85
l 1	Elaine Defibaugh	/	V	/	/	V		/	85
12	Priscilla Aleman	V							15
13	Monica De Victoria	/	/						25
14	Panchi Sanfuentes	/	/	/	V	/		V	85

Below are the seven (7) scoring categories. The minimum and maximum points per category are listed. Please record your points and final score for each artist proposal.



		1	2	3	4	5	6	7	FINAL
No.	Name	Biography (Maximum 15 pts)	5 Images of Work (Maximum 10 pts)	Narrative (Maximum 15 pts)	Research/ Materials (Maximum 15 pts)	Maintenance Plan (Maximum 15 pts)	Concept Visuals (Maximum 15 pts)	Project Budget (Maximum 15 pts)	Maximum Score 100
1	Ernesto Kunde	15	5	0	0	0	0	0	20
2	Red Shostak-Vales	5	5	0	0	0	0	0	10
3	Sheila Fraga	15	5	0	0	0	0	0	20
4	Magnus Sodamin	5	5	8	8	8	5	10	49
5	Jose Alvarez	0	5	0	0	0	0	0	5
6	Elite Kedan	15	5	10	5	8	8	15	66
7	Carola Bravo	15	5	10	15	0	15	15	75
8	GLAC Studio Maria Parada	15	5	10	5	5	8	15	63
9	Deon Rubi Lucila Garcia de Onrubia	15	5	15	10	10	15	15	85
10	Gloria Porcella Erika Calesini	15	5	10	12	15	10	10	77
11	Elaine Defibaugh	15	5	15	12	12	10	10	79
12	Priscilla Aleman	15	5	15	10	10	12	15	82
13	Monica De Victoria	15	5	15	10	10	12	15	82
14	Panchi Sanfuentes	15	5	10	10	8	15	15	78
Prepar	ed by Miami Lakes Grants and Go	vernmental Affai	rs Office						

NOTE: NONE OF THE PARTICIPANTS SUBMITTED THE IMAGES WITH THE REQUIRED INFORMATION; THEREFORE, I HAD TO GIVE THE A SCORE OF 5 ON THAT ONE.

SOME OF THE DESIGN WERE VERY GOOD, BUT THEY SCORE LOW **304** HE SUBMITTAL PACKAGE.

Below are the seven (7) scoring categories. The minimum and maximum points per category are listed.

Please record your points and final score for each artist proposal.



		1	2	3	4	5	6	7	FINAL
No.	Name	Biography (Maximum 15 pts)	5 Images of Work (Maximum 10 pts)	Narrative (Maximum 15 pts)	Research/ Materials (Maximum 15 pts)	Maintenance Plan (Maximum 15 pts)	Concept Visuals (Maximum 15 pts)	Project Budget (Maximum 15 pts)	Maximum Score
1	Ernesto Kunde	6	5	0	0	0	0	0	11
2	Red Shostak-Vales	4	5	0	0			0	9
3	Sheila Fraga	8	3	0	0	0	0,	0	1)
1	Magnus Sodamin	6	8	5	5	12	14	7	57
5	Jose Alvarez	0	(0	0	0	0	0	0	4
5	Elite Kedan	15	6	6	0	0	4	8	39
7	Carola Bravo	(0	17	iÒ	7	7	14	5	56
3	GLAC Studio Maria Parada	18	8	18	5	7	11	B	55
)	Deon Rubi Lucila Garcia de Onrubia	8	6	8	(0	12.	10	12*	42
10	Gloria Porcella Erika Calesini	6	7	(0	Ó	7	10	5	49
1	Elaine Defibaugh	17	7	7	5	9	2	9	52
12	Priscilla Aleman	13	5	1	7	7	4	10	53
13	Monica De Victoria	8	7	5	10	5	7	9	47
14	Panchi Sanfuentes	Q	Q	8	Q	(0)	8	8	54

Below are the seven (7) scoring categories. The minimum and maximum points per category are listed.

Please record your points and final score for each artist proposal.



		1	2	3	4	5	6	7	FINAL
No.	Name	Biography (Maximum 15 pts)	5 Images of Work (Maximum 10 pts)	Narrative (Maximum 15 pts)	Research/ Materials (Maximum 15 pts)	Maintenance Plan (Maximum 15 pts)	Concept Visuals (Maximum 15 pts)	Project Budget (Maximum 15 pts)	Maximum Score
l	Ernesto Kunde	13	10	0	0	0	0	0	23
	Red Shostak-Vales	15	4	0	0	0	0	0	19
3	Sheila Fraga	15	5	0	0	0	0	0	20
1	Magnus Sodamin	15	8	15	10	10	15	10	83
5	Jose Alvarez	O	3	0	0	0	0	0	3
5	Elite Kedan	15	8	15	0	0	15	15	68
,	Carola Bravo	15	10	15	15	15	15	15	100
3	GLAC Studio Maria Parada	15	10	15	13	15	15	15	98
)	Deon Rubi Lucila Garcia de Onrubia	15	10	15	15	15	15	15	100
10	Gloria Porcella Erika Calesini	15	10	15	15	15	15	11	96
1	Elaine Defibaugh	15	10	15	15	15	10	15	95
2	Priscilla Aleman	15	9	15	15	15	18	15	99
3	Monica De Victoria	15	10	15	15	15	14	15	99
4	Panchi Sanfuentes	15	(0)	15	15	15	15	14	99

Below are the seven (7) scoring categories. The minimum and maximum points per category are listed. Please record your points and final score for each artist proposal.



		1	2	3	4	5	6	7	FINAL
No.	Name	Biography (Maximum 15 pts)	5 Images of Work (Maximum 10 pts)	Narrative (Maximum 15 pts)	Research/ Materials (Maximum 15 pts)	Maintenance Plan (Maximum 15 pts)	Concept Visuals (Maximum 15 pts)	Project Budget (Maximum 15 pts)	Maximum Score
	Ernesto Kunde	15	7	Ø	Ø	8	Ø	Ø	22
	Red Shostak-Vales	15	7	Ø	Ø	0	Ø	Ø	22
	Sheila Fraga	13	7	Ø	Ø	Ø	Ø	Ø	20
	Magnus Sodamin	13	7	7	5	5	5	5	47
	Jose Alvarez	0	6	0	Ø	Ø	Ø	Ø	6
	Elite Kedan	14	7	5	1	1	5	10	43
	Carola Bravo	15	7	15	15	10	15	15	92
	GLAC Studio Maria Parada	15	6	12	5	10	12	15	75
	Deon Rubi Lucila Garcia de Onrubia	13	7	13	12	5	14	15	79
0	Gloria Porcella Erika Calesini	14	7	10	10	5	10	10	66
1	Elaine Defibaugh	15	7	15	15	10	10	10	82
2	Priscilla Aleman	10	7	15	15	15	10	15	87
3	Monica De Victoria	15	10	15	15	10	10	15	90
4	Panchi Sanfuentes	15	10	12	12	B	15	15	79

Below are the seven (7) scoring categories. The minimum and maximum points per category are listed. Please record your points and final score for each artist proposal.



	1	2	3	4	5	6	7	FINAL	
Name	Biography (Maximum 15 pts)	5 Images of Work (Maximum 10 pts)	Narrative (Maximum 15 pts)	Research/ Materials (Maximum 15 pts)	Maintenance Plan (Maximum 15 pts)	Concept Visuals (Maximum 15 pts)	Project Budget (Maximum 15 pts)	Maximum Score 100	
Ernesto Kunde	8	5	0	0	0	0	0	13	
Red Shostak-Vales	8	5	0	0	0	0	0	13	
Sheila Fraga	10	5	0	0	0	0	0	15	
Magnus Sodamin	13	5	15	15	15	14	15		#2TE
Jose Alvarez	0	5	0	0	0	0	0	5	
Elite Kedan	15	5	10	0	0	11	15	56*	#4
	14	5	15	15	15	13	15		#2TIE
Maria Parada	3	5	11	7	8	7	15		
Deon Rubi Lucila Garcia de Onrubia	15	5	15	15	15	15	15		#1
Gloria Porcella Erika Calesini	13	5	13	15	14	12			#3
Elaine Defibaugh	15	5	9	10	5	8			
Priscilla Aleman	15	5	14	15					
Monica De Victoria	15	5	8	8	5	4	15	60	
Panchi Sanfuentes	15	5	12	15		10			#5
	Ernesto Kunde Red Shostak-Vales Sheila Fraga Magnus Sodamin Jose Alvarez Elite Kedan Carola Bravo GLAC Studio Maria Parada Deon Rubi Lucila Garcia de Onrubia Gloria Porcella Erika Calesini Elaine Defibaugh Priscilla Aleman Monica De Victoria	Name Biography (Maximum 15 pts) Ernesto Kunde Red Shostak-Vales Sheila Fraga IO Magnus Sodamin I3 Jose Alvarez. Carola Bravo Elite Kedan Carola Bravo GLAC Studio Maria Parada Deon Rubi Lucila Garcia de Onrubia Gloria Porcella Erika Calesini Elaine Defibaugh Priscilla Aleman Monica De Victoria Biography (Maximum 15 pts) 8 Biography (Maximum 15 pts) 13 IS III III III III III III	Name Biography (Maximum 15 pts) 5 Images of Work (Maximum 10 pts) Ernesto Kunde 8 5 Red Shostak-Vales 8 5 Sheila Fraga 10 5 Magnus Sodamin 13 5 Jose Alvarez. 0 5 Elite Kedan 15 5 Carola Bravo 14 5 GLAC Studio Maria Parada 3 5 Deon Rubi Lucila Garcia de Onrubia 15 5 Gloria Porcella Erika Calesini 13 5 Elaine Defibaugh 15 5 Priscilla Aleman 15 5 Monica De Victoria 15 5	Name	Name	Name	Name	Name	Name Biography (Maximum 15 pts) S Images of Work (Maximum 15 pts) S Images of Work (Maximum 15 pts) S Images of Work (Maximum 15 pts) Materials (Maximum 15 pts) Materials (Maximum 15 pts) S Images of Work (Maximum 15 pts) Materials (Maximum 15 pts) S Images of Work (Maximum 15 pts) S Images of W

A Although Scores, his concept visuals were superb and that's why I ranked him #4 (#5 if the top 5 the score is broken down)

		1	2	3	4	5	6	7	FINAL	RANK
Proposal No.	Name	Biography	5 Images of Work	Narrative	Research/ Materials	Maintenance Plan	Concept Visuals	Project Budget	Score	
7	Carola Bravo	80	44	80	82	62	87	80	515	1
9	Deon Rubi Lucila Garcia de Onrubia	81	43	81	73	72	69	87	506	2
14	Panchi Sanfuentes	83	48	72	75	49	63	80	470	3
11	Elaine Defibaugh	82	44	76	73	71	40	76	462	4
10	Gloria Porcella Erika Calesini	78	44	69	75	71	57	65	459	5
8	GLAC Studio Maria Parada	71	44	71	50	60	53	83	432	6
4	Magnus Sodamin	67	43	65	58	65	53	62	413	7
12	Priscilla Aleman	83	31	66	62	55	49	63	409	8
13	Monica De Victoria	83	47	58	54	45	47	69	403	9
6	Elite Kedan	89	41	61	21	24	43	63	342	10
1	Ernesto Kunde	72	42	0	0	0	0	0	114	11
3	Sheila Fraga	76	35	0	0	0	0	0	111	12
2	Red Shostak-Vales	62	26	0	0	0	0	15	103	13
5	Jose Alvarez	0	35	0	0	0	0	0	35	14
Prepared	by Miami Lakes Grants	s and Governmental Aff	airs Office							



Miami Lakes MiGlo Walking and Biking Trail

A Public Space Challenge Grant Funded Project



Town of Miami Lakes MiGlo Artist Selection Committee

The Miami Lakes MiGlo Walking and Biking Trail Project was made possible by the 2019 Public Space Challenge, a program of The Miami Foundation with support from Target.

INTRODUCTION:

Project: Miami Lakes MiGlo Walking and Biking Trail

Artist Budget: \$22,500

Location: On NW 170th Street from NW 87th Avenue to NW 89th Avenue (.25 miles in

length) in Miami Lakes

Project Summary: The Miami Lakes MiGlo Walking and Biking Trail is a mobility intersects the arts glow in the dark permanent site-specific project, which improves an existing paved path by transforming traditional asphalt to a photo luminescent, magical solar-powered, MiGlo Trail. Powered by the sun, the Miami Lakes MiGlo Walking and Biking Trail will provide a luminous path for pedestrians and bicyclists to enjoy. This path is .25 miles in length and was selected for its proximity to Royal Oaks Park, hundreds of neighborhood homes, and perfect open space position to the sun. In addition, trees along the path will not block the sunlight needed to power the trail. This Project will encourage people to be more active, engage in public spaces, and improve public health. Similar glow in the dark trails exist in the Netherlands, Poland, Australia, and Singapore. The Miami Lakes MiGlo Walking and Biking Trail Project will be the first-of-its kind for South Florida and Miami-Dade County.

Call To Artists: A Call to Professional Artists residing in Miami-Dade County (MDC) was created and issued by the Town of Miami Lakes Grants and Governmental Affairs Office in coordination with the MDC Art in Public Places Program of the MDC Department of Cultural Affairs via the online Submittable tool. Proposals were requested from professional artists and/or artist teams to design and complete an outdoor glow in the dark permanent public art piece to artistically enhance an existing trail and complement the use and vision of the Town of Miami Lakes. A total of fourteen (14) proposals were received.

Artist Selection Committee: The Town of Miami Lakes MiGlo Artist Selection Committee is tasked with performing the reviewing, scoring, and ranking of proposals and recommending an Artist or Artist Team to complete the glow in the dark work of art on the trail.

Funding Partnerships: This Project was made possible by the 2019 Public Space Challenge (PSC) Grant Program of The Miami Foundation with support from Target. The PSC promotes mobility which connects residents to each other and the places they live.

PHOTOS OF EXISTING PROJECT SITE:

Project: Miami Lakes MiGlo Walking and Biking Trail Project

Location: On NW 170th Street from NW 87th Avenue to NW 89th Avenue (.25 miles in length) in Miami Lakes









PROPOSAL REVIEW AND SCORING GUIDELINES:

It is prohibited to communicate with the Artists. The Committee Member is to score each proposal based on the guidelines and submissions contained herein. The maximum total score is 100 points per proposal. There are 14 proposal submissions in total. Below are the scoring categories, descriptions, and maximum points for each category. Please record your points and final score on the Artist Scoresheet provided in this package on page 6.

- BIOGRAPHY: Proposal includes artist introduction, together with education, credentials, and notable achievements. Maximum 15 points
- **IMAGES OF PREVIOUSLY COMPLETED WORK:** Proposal includes up to five (5) images of previously completed work, describing dimensions, completion date, location, client/agency, budget, and a brief written description of the work. **Maximum 10 points**
- **NARRATIVE:** Proposal includes a brief written narrative, describing the proposed sketch of artwork. **Maximum 15 points**
- MATERIALS RESEARCH AND RECOMMENDATION(S): Proposal includes recommendation(s) on the best suited glow in the dark product, paint, or sand for the trail that is outdoor weather resilient, ADA compliant, nontoxic, harmless, environmentally-friendly, non-flammable, creates a luminous glow that lasts for maximum hours per day after dark, and continues to glow for a maximum number of years, requiring little to no maintenance. Maximum 15 points
- MAINTENANCE PLAN: Proposal describes how to maintain and preserve the life of the artwork. Maximum 15 points
- CONCEPT VISUALS: Proposal includes sketches and/or renderings of the proposed MiGlo concept idea(s) in context within the specific site location on the .25 miles trail. Maximum 15 points
- **BUDGET:** Proposal provides an estimated project budget, inclusive of all costs to purchase glow materials, design, and implement the artwork(s), including potential costs associated with: **Maximum 15 points**
 - 1. Materials
 - 2. Design of the artwork for .25 miles trail
 - 3. Installation of the artwork for .25 miles trail
 - 4. Artist Fee
 - 5. Maintenance of the artwork on the .25 miles trail

Prepared by Town of Miami Lakes Grants and Governmental Affairs Office

TOWN CONTACT:

Thank you for your service to keep Miami Lakes, "Growing Beautifully"!

Should you require additional assistance, please contact:

Renée N. Wilson, MPA, Committee Liaison

Grants and Governmental Affairs Manager

Office: (305) 364-6100 x1225

Email: wilsonr@miamilakes-fl.gov

PROPOSED PROJECT SCHEDULE:

ACTIVITY	SCHEDULE
Call to Artists Opens.	Wednesday, December 18, 2019
Call to Artists Proposal Submission Deadline.	Monday, February 10, 2020
Postponed due to COVID-19.	March 2020 – January 2021
Site Testing with Stencil and Sample Glow Materials	February 2021 – March 2021
Town of Miami Lakes MiGlo Artist Selection Committee - Proposals Review and Score.	March 2021
Town of Miami Lakes MiGlo Artist Selection Committee - Meeting and Top 7 Scored Artists Proposals Presentations (Virtual).	April 2021
Top Ranked Artist Selected. Artist Notification and Commission.	May 2021
Artist Acquires Materials, Commences, and Completes Solar Powered Luminescent Glow in the Dark Artwork on the .25 miles Trail.	May 2021 – June 2021
MiGlo Launch Event (includes a Glow in the Dark Community Bike Ride at Night, media campaign, collaborators, TM Foundation, and Artist recognitions).	TBA: Between July 2021 to September 2021
Project Completion as per Grant Agreement	September 2021

Below are the seven (7) scoring categories. The minimum and maximum points per category are listed. Please record your points and final score for each artist proposal.



		1	2	3	4	5	6	7	FINAL
No.	Name	Biography (Maximum 15 pts)	5 Images of Work (Maximum 10 pts)	Narrative (Maximum 15 pts)	Research/ Materials (Maximum 15 pts)	Maintenance Plan (Maximum 15 pts)	Concept Visuals (Maximum 15 pts)	Project Budget (Maximum 15 pts)	Maximum Score 100
1	Ernesto Kunde								
2	Red Shostak-Vales								
3	Sheila Fraga								
4	Magnus Sodamin								
5	Jose Alvarez								
6	Elite Kedan								
7	Carola Bravo								
	GLAC Studio Maria Parada								
9	Deon Rubi Lucila Garcia de Onrubia								
	Gloria Porcella Erika Calesini								
11	Elaine Defibaugh								
12	Priscilla Aleman								
13	Monica De Victoria								
14	Panchi Sanfuentes								



Artist Proposal #1 Ernesto Kunde

Ernesto Kunde

7125 North Miami Ave Miami, Fl 33150 (305) 904-2253 ernestokunde@gmail.com www.kundeart.com

www.facebook.com/kundeart

Museum Exhibitions

2014

Urbanism: Perceived and Interpreted, Coral Gables, Museum, Miami, FL

2011

60th Annual All Florida Competition and Exhibition, Boca Raton Museum of Art, Boca Raton, FL

Solo Exhibitions

2015

Intertwined, Art and Culture Center of Hollywood, Hollywood, Fl

2014

On location, As seen, Anne Kolb Culture Center, Ft. Lauderdale, Fl Ft. Lauderdale, Fl *Symbiotic Promise*, Swenson Gallery, Miami, FL

2013

Made in Miami, Sardinas Gallery, St. Thomas University, Miami, FL
Seven Years Retrospective, Brockway Memorial Library, Miami, FL
Sweet Illusions: Iconic Landmarks and Mangroves of Florida, Design Center of the Americas, Dania Beach, FL

Spectrum, Pinecrest Gardens Gallery, Pinecrest, FL

2012

Nostalgia2, BAC Stage/Bakehouse Art Complex at The Stage, Miami, FL *Moving Mangroves*, Dolores but you can call me Lolita, Brickell, FL as part of the inaugural Brickell Art Walk

2011

Nostalgia, Rossetti Fine Art, Pompano Beach, FL

2010

Kunde in Gallery at Books and Books, Coral Gables, FL

Selected Group Exhibitions

2014

Grand Opening Exhibition, Trespass Gallery, Clarksville, TN **Session II**, Featuring Gallery Artists, Arthouse 429, West Palm Beach, FL

2013

Together We Fly, Audrey Love Gallery, BAC, FL Fresh Paint, curated by LASR Art, 4Midtown Penthouse, Miami, FL Behind the Scenes, Swenson Gallery, Miami, FL Analog Art, Sweat Records, Miami, FL Recently Acquired, Audrey Love Gallery, BAC, Miami, FL



2012

Bakehouse Art Complex, Artist in Residence, Miami, FL

Sun Sentinel: http://articles.sun-sentinel.com/2012-09-06/entertainment/fl-artist-profile-ernesto-kunde-090912-20120906_1_mangroves-bakehouse-art-complex-homelessness

Featured Artist on artmiami.tv

Finalist, Paint Me Miami Competition, sponsored by the Arts and Entertainment Council of Miami, FL

2011

Best in Show at "Spectrum 2011," Rossetti Fine Arts, Pompano, FL

"Artist Spotlight" at www.MiamiArtZine.com

"Fresh Art" in Sun Sentinel, City Link, http://www.sun-sentinel.com/citylink/sfl-fresh-art-ernesto-kunde-20110608,0,3450526.story

Public Art

2012

Teen Recreation Center, Pembroke Pines, FL

Corporate and Retail Placements

2014

Macy's South Beach, Miami Beach, FL

2013

Macy's South Beach, Miami Beach, FL

Wynwood Brewing Company, Miami, FL

Katsuya Restaurant at the SLS Hotel, Miami Beach, FL

2012

Bloomingdale's, Aventura and Miami at The Falls, FL

Teen Recreation Center, Pembroke Pines, FL

The Buro, Miami, FL UVA 69 Restaurant, Miami, FL A+A Village Treasures, Miami, FL

Selected Professional Activities

2012-2014 Wynwood Art Fair, Art Handler, Nancy Hoffman Gallery, New York, NY

2010-2014 ART MIAMI, Miami Art Week, Art Handler, Nancy Hoffman Gallery, New York, NY

2007-2009 Palm Beach Art and Antique Show, Art Handler, Oscar Kunde Moving Company, New York, NY

2007-2008 Art Handler, MBI Custom Fine Art Services, Miami, FL

Professional Affiliations

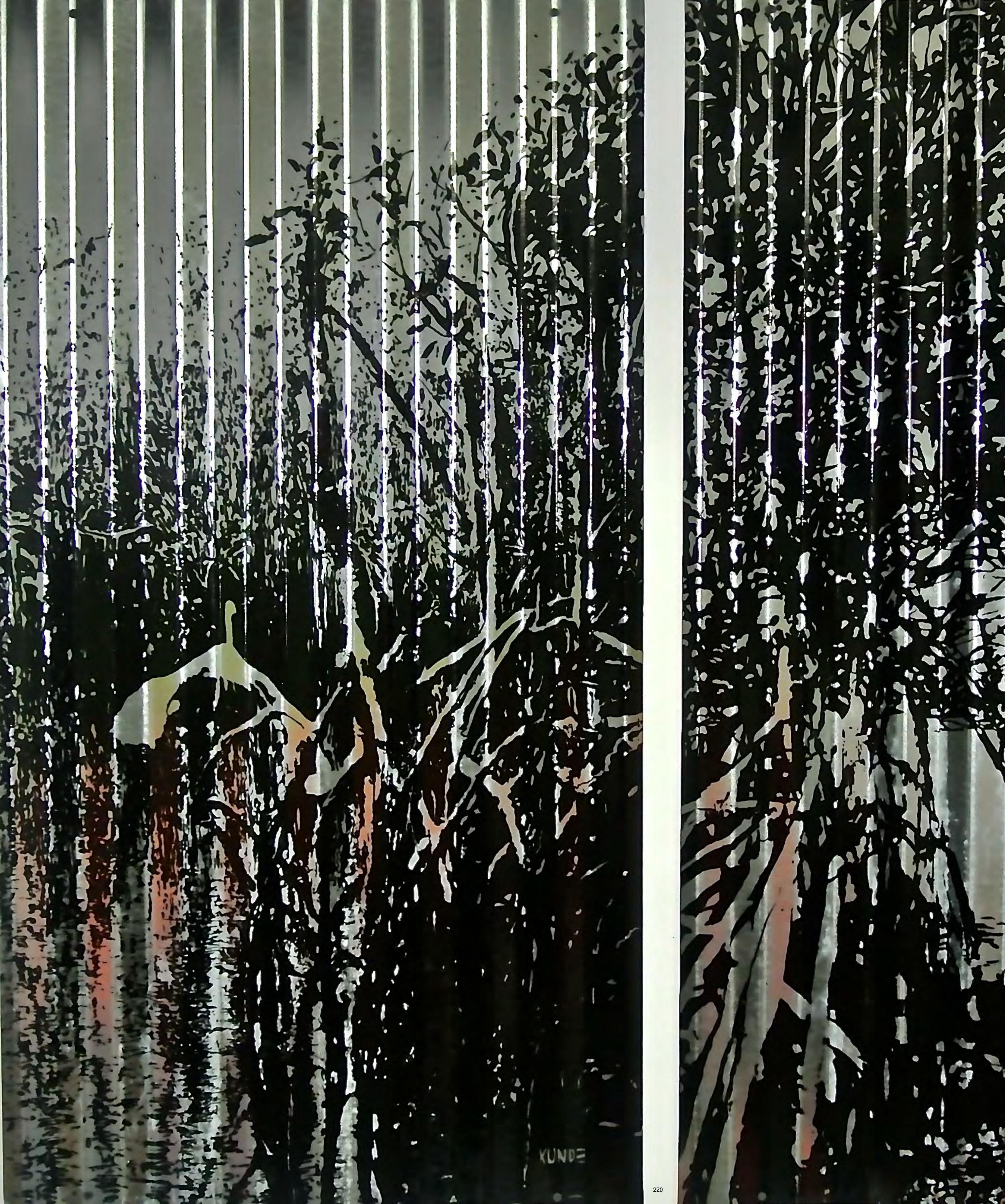
Art and Culture Center of Hollywood, Hollywood, Fl Bakehouse Art Complex, Miami, FL Miami Art League, Member, Miami, FL Locust Projects, Member, Miami, FL ArtServe, Member, Ft. Lauderdale, FL Broward Art Guild, Member, Ft. Lauderdale, FL

Education

2005 The Cooper Union (selected courses), New York, NY

1995 Landwirtschaft Praktikant, Mosbach, Germany

1993 Duque de Caxias, Afonso Penna, Paraiso, Rio Grande do Sul, Brazil













Artist Proposal #2 Red ShostakVales

RESUME

MAJOR PROJECTS:

- An Unusual Journey, launched 11.2010, 13 new paintings every month for 13 months.
- EVL World Studio and Store opened, Wynwood, Miami 11.2010, Erni's own studio where he paints, also you can buy his prints, limited editions and custom products.
- o Google Offices, NYC-2010, big mural installation.
- Sushi Maki, Coral Gables and Kendall-2010, 8 suspended murals installation and two big murals painted.
- Mercadito Restaurant, Miami Midtown-2010, 8 murals and canvas installations.
- Mercadito Restaurant, Chicago-2009, murals painted throughout entire 2 level upscale Mexican lounge. Google Staircase-2008, mural encompassing 5 stories of the NYC Google staircase.
- L'Officiel Magazine-2008, collaboration body painting project for fashion layout with photographer Irina Davis, Moscow, Russia.
- o **Indus Restaurant-2008**, custom hand painted atmospheric change throughout interior and exterior of restaurant.
- o **Alka Seltzer-2008,** 2 Hand painted promotional vehicles for Alka-Seltzer tablets.
- Wall Street Bar-2008, designed and painted 4 large scale New York based murals at the new Wall Street themed bar. Moscow, Russia.
- Bar One-2006, designed and painted large scale murals throughout bar interior in Moscow, Russia.
- Method Man- 2006, CD cover and promotional pieces for national tour. Def Jam Records.
- Dos Equis- 2006, mural, ad campaign, national print ad and bus design and painting. Mirrorball Ad Agency, NYC.
- The Apprentice- 2005, NBC TV series, mural design and execution on camera, NYC.
- Hispanic Heritage Festival- 2005, commissioned one man showcase, Time and Life Building, NYC.

- o General Cigar- 2005, Helix cigar national ad campaign and commission. NYC.
- Latin Flava- 2005, design and execution of 10 promotional vehicles. NYC.
- Urban Box Office-2005, 15 commissioned paintings for office interior. NYC.
- Chelsea Market- 1994-2005, continuous mural projects throughout buildings. NYC.
- o **Rock Steady Crew-2002-2004**, B-Boy Summit backdrops. murals for off-Broadway and world tour Musical,murals for PBS 20th anniversary celebration.
- The Experience Music Project- 2000, designed and painted sections of Hip-hop museum wing, Seattle, WA.
- Hootie and The Blow-Fish- 1996-1999, stage design for national tour, mural backdrops for local events.
- Pifan 97- 1997, First Annual Fantastic Film Festival, live mural painting. Puchon, Korea.
- Mercury Records- 1992, commissioned sculpture for reception lobby, mural installations and furniture designs. NYC.
- Sony Jazz Festival- 1991, back drop for Sony/CD 101 FM east coast tour.

RESTAURANTS AND NIGHTCLUBS FULLY DESIGNED:

- Atlas- 2006, Moscow, Russia.
- Freight 410- 2004, NYC.
- One 51- 2002, NYC.
- The Union Restaurant- 2000, Glastonbury, CT.
- Bliss- 1999, Hartford, CT.
- System- 1998, Hartford, CT.
- Velvet Nightclub- 1997, Hartford, CT.
- Grille 207- 1997, Hartford, CT.
- Cadillac Jacks- 1995, Orangeburg, NY.
- T-Birds- 1994, Queens, NY.

TELEVISION AND FILM:

- Emeril Live- 2005, appearance painting live on first episode of Emeril at Chelsea Market. Producer: Diana Wolny
- Mountain Dew- 2001, production designer for national television commercial. Dir: Hype Williams
- Nelly Furtado music video- 2001, Mural backdrops painted. Dir: Hype Williams
- Babyface music video- 1998, Mural backdrops and sculpture art direction. Dir: Hype Williams
- DMX and Funk Master Flex music video- 1997, Stage mural installation. Dir: Hype Williams
- NY Undercover, 1996, Fox TV series, various urban murals on various episodes. Producer: Don Kurt
- Sparks-1994, UPN TV series- Opening credit mural scene. Prod. Designer: Ed LaPorta
- Money Train- 1995, Columbia Pictures, graffiti work and design. Prod. Designer: Bill Groom
- Seven- 1995, New Line, graffiti and mural designs. Prod. Designer: Arthur Max
- Vampire in Brooklyn- 1995, Paramount Pictures, mural installation and consultations. Prod. Designer: Cynthia Charette
- Viper- 1994-1995, NBC TV series, episodic murals, consultation and storyboarding. Prod. Designer: Frank Pezza.
- The Flash- 1993-1994, CBS series, episodic murals created per set, per script. Producer: Don Kurt
- o **Sprite- 1989**, national TV ad campaign. Backdrops and murals created for.

PROJECTS WITH DAVID LACHAPELLE:

- o **Got Milk-2010**, backdrop painted for the Got Milk? ad-campaign photo shoot.
- Lady Gaga-2009, backdrop painted for the Rolling Stone/Lady Gaga photo shoot.
- Ed Hardy-2009, entire set, cut outs and props painted for photoshoot for Ed Hardy national ad campaign. Google Staircase-2008, mural encompassing 5 stories of the NYC Google staircase.
- o Burger King Commercial- 2005, backdrops and art direction. Installation for

- show at Dietch Gallery-2005, NYC.
- o The Vines music video-2004, various murals.
- o **No Doubt-** 2001, CD cover.
- o **The Face magazine- 2001**, with Giselle Bundchen photo backdrops.
- o George Magazine cover- 2000, with Giselle Bundchen photo backdrops.
- o Playboy Magazine- 1999, with Naomi Cambell photo backdrops.
- o Interview Magazine cover- 1999, with Lil Kim body painting.
- o Mariah Carey- 1999, body painting for CD cover design for Rainbow Album.
- o Gloria Estefan- 1998, mural design for DVD cover.
- o Rolling Stone Magazine- 1998, set and body painting with Eminem.
- Interview Magazine cover- 1997, set painting with Elton John.
- Variety Magazine- 1997, set painting with Madonna.
- Vanity Fair Magazine- 1996, set and body painting with Mike Myers.
- Details Magazine- 1995, set painting with Kim Basinger.













Artist Proposal #3 Sheila Fraga

SHEILA FRAGA

Born 1978 in Havana, Cuba. Lives and works in Miami, USA.
Miami, Fl 33174
Cell Phone 786-768-8347

EDUCATION

1996-1999	San Alejandro Academy of Fine Arts, Havana, Cuba
1994-1995	Manero Experimental Workshop of Paintings, La Ceiba, Cuba

PROFESSIONAL EXPERIENCE

GRUMBACHER CERTIFIED ART INSTRUCTOR

MICHAELS STORE, MIAMI, FL JULY 2015-2019

ART EXHIBITION INSTALLER AND INVENTORY MANAGER

"Wifredo Lam Cultutal Center" at Old Havana for the Sixth Havana Biennial, Cuba 1999-2001

INTERIOR DECORATOR

GUANTANAMERA CIGAR STORE, MIAMI, FL FROM JULY 2016 TO AUGUST 2018

SALA FURNITURE, MIAMI, FL FROM JULY 2014 TO JULY 2016

ILLUSTRATOR

Cover Magazine "*MOKO caribbean arts and letters*", Volume Issue 14, December 2018, located within the Virgins Islands, founding Editors by Richard George and David Knight Jr.

Cover Magazine "*Black Fox Literary*" Volume Issue 15, March 2017 at Fairleigh Dickinson University in Madison, New Jersey, managing Editors by Racquel Henry, Pamela Harris and Marquita Hockaday

Cover Magazine "Saw Palm: Florida Literature & Art "Volume Issue 11, April 2017 at University of South Florida, Tampa, managing Editor by Alysia Sawchyn

Cover Magazine "LA VOZ" Volume 12, March 2016 at Bard College, Mid-Hudson Valley NY, directing by Mariel Fiori

Illustrations and Cover Book "Sueño de un Ilegal", 2007 Buenos Aires, Argentina, writing by Rodolfo Bofill Phinney

Visual Artist

Volunteer-Mural Arts Program at E.W.F Stirrup Elementary School from Dec 11th Throu Dec 14th 2017

PopUp Art Shop from May to August 2017

ARTIST INTERVIEWS

Meet Sheila Fraga article of "How We Uncover Hidden Gems in Miami" at **VoyageMIA**, May, 2019, los Angeles, managing Editor by Erika Smith

AWARDS

Grand Prix Painting at Flora 2001: Homage to *Rene Portocarrero* for "Mother Feelings", Marianao, Cuba

PERMANENT COLLECTIONS

Aveiro University, Portugal NUNO SACRAMENTO, Arte Contemporanéa St. Paul Episcopal Cathedral, Rome, Italy San Alejandro Academy of Fine Arts, Havana, Cuba Natural History Museum, Old Havana, Cuba

SOLO EXHIBITIONS

2002	"Unfoldings", Domingo Ravenet Gallery, La Lisa, Cuba, curated by Carmen Garcia. "Cuban Identity", Virtual Gallery at Espectro Art Gallery, curated by Esther Maria Rest
2001	"My Pettit Space". St Paul Cathedral, Rome, Italy October 5, curated by The Rev. Dr. Michael L Vono + Rector
2000	"Attainable Nature", Nature History Museum, Old Havana. "Beginnings", Diaz Pelaez Gallery of San Alejandro Academy of Fine Arts, Cuba.
	"Artist Portfolio with 50 images at Virtual Gallery web site Espectro.com by Esther Maria Rest.
1999	Thesis Graduation Exhibition "Insight Space" at Pelaez Gallery, San Alejandro Academy of Fine Arts, Hayana, Cuba

GROUP EXHIBITIONS

Catch the Spirit! Personaland's global art show "Spirit" at The New York Open Center, New York City, September-October, Cuarted by Stewart Wilson

Fl, May 9, curated by Anaibis Yero 2018 "Documenta II" at Pompano Beach Cultural Center, Pompano Beach, FL, from Oct 26 -Jan 4, curated by (LAAP) "Grand Opening Event" at Coblan Italian Kitchen Store by Art & Design Gallery, Miami, FL, on Oct 25 to Dec 20 "LAAP Exhibition DOCUMENTA II: "The Influences of Religiosity in The Development of Humanity, at Art & Design Gallery, Miami, FL, on June 21 Thru July 3, curated by Anaibis Yero "No Constraints to Beauty" at Pompano Beach Cultural Center, Pomapano Beach, FL, on Mar 1 Thru Mar 30, curated by (LAAP) 2017 "American Contemporary Art Fairs 2017 Miami/Art Basel Week" at Antique & Design Mall, Miami, FL, on Nov 30-Dec 11, curated by (LAAP) "Art | Miami - Dade Exhibit/ Art Basel Week" at Stephen P. Clark Center, Miami, FL, on December 1 Through 15, curated by Office Community Advocacy "Fires of Rebellion" at Yendor Production/ Yendor Art from October 12-15th, Netwark NJ, curated by Malcolm Rolling Production Manager "Memories and Challenges of Contemporary Latin American Art" at Magnetic Pompano, Pompano Beach, FL, on August 14 Through September 17, curated by Anaibis Yero "FABRICA-Art Exhibition" at Magnetic Pompano, Pompano Beach, FL, on March 24Th, curated by Byron Swart "Jose Marti in honor of Cuba's Poet & Hero Art Group Exhibit", Milander Center of Art and Enterteinment, Hialeah, FL, on January 27th-February 24th, curated by Ana Juncadella Barbosa 2016 "Cuban Art. Contemporary Always", Gallery Rui Alberto, Port I Portugal, March, curated by Jose Sacramento 2015 "Blossoming Beauties", Group Show at Macaya Gallery, Miami, FL, from May14th, curated by Patrick Glémaud 2014 "Art Takes Miami, and a Special Digital Exhibition at SCOPE ART" in Miami, FL, on December 7th, during Art Basel Miami, presented by SeeMe & SCOPE Art Show Miami. "3rd Annual Juried International Exhibition of Contemporary Islamic Art" at LuminArte Fine Art Gallery, Dallas, Texas, October 25th-November 29th, curated by Matt Anzak 2010 "Elektro-Sexual", The Bridgeport Art Center, Chicago, Il, June 4th, curated by Sofia Moreno and Alexandra Kimczak "20 x20", Area 23 Gallery, Wynwood Art District, Miami, FL, May 8th

"CARIBBEAN ART: AFFINITY & CONTRAST" at Miramar Cultural Center, Miramar

2009 "Small Show", Diaspora Vibe Gallery, Miami, FL, December, curated by Rosie Gordon-Wallace "Fusion VI-Creative Vibrations" Artfusion Gallery, Miam, FL, October-December, curated by William Braemer "Esoteroc Illusions", Artfusion Gallery, Miami, FL, July-September, curated by William Braemer "Artistas Contemporáneaos Cubanos" Galeria José Lorenzo, Santiago de Compostela, Spain, March, curated by Jose Sacramento "Santiesteban Print Schmidt Grand Opening", Miami, FL, February, curated by Noel Santiesteban 2008 "Beyond the Beach" Exhibition at the Atelier Gallery, Miami, FL, December "A ULTIMA CEIA" Exposición Colectiva de Pintura, Escultura y Fotografía, Galeria de Arte Contemporáneo Sacramento, Aveiro, Portugal, July, curated by Jose Sacramento "SUA MAJESTADE, O REI!" Concurso/Exposición, Galeria de Arte Contemporáneo y el Museu do Vino Bairrada, Anadia, Portugal, curated by Jose Sacramento 2007 "The Grand Opening of Work of Art Gallery' Second Location", Pompano Beach, FL, December-January, curated by Marta Echazarreta, president at work of Art Gallery & Framing "Group Exhibition" Allison Antique Gallery, Miami, FL, curated by Gloria Allison Vice President "Street Cluster Artist 2007 Mad Hatter Festival" Coconut Grove, Miami, FL, curated by Barbara Tejada 2006 "Street Cluster Artist 2006 Mad Hatter Festival", Coconut Grove Miami, FL, November 11-12, curated by Barbara Tejada 2004 "Carnival", Last Friday Cultural Event of La Calle Ocho, Miami, FL "IDENTIFICACIONES", University of Aveiro, Portugal, curated by Jose Sacramento 2002 "Watercolors", Finalist Artist. Works presented at Watercolor Contest, Domingo Ravenet, Havana, Cuba 2001 "Cuban and American Artists Exhibition, U.S. Interests Section", Havana, Cuba "Los que llegan", young Artists Project, Gallery Domingo Ravenet, Havana, Cuba Séptimo Salón de Artes Plásticas Flora 2001: Homage to René Portocarrero, Marianao Cultural Center, Havana, Cuba 2000 Fayad Jamis Small Format "00 Exhibition, University of Havana Gallery, Nov-Dec Winter Auction, Imago Gallery, Grand Theatre of Havana, Havana, Cuba

Group Exhibition, Washington Street Art Center Gallery, Boston

2nd Exhibition of Students Graduated from San Alejandro Academy of Fine Arts, Simón Bolivar Gallery, Old Havana, March

1999 Auction Fall, Imago Gallery of The Great Theater of Havana, Cuba

Playa Salón "99, Servando Cabrera Moreno Gallery, Havana, Cuba, May-June

1998 Academia 98, Díaz Peláez Gallery, Marianao, Cuba, January

ON-LINE EXHIBITIONS

https://www.facebook.com/SHEILAFRAGAARTTASTE http://www.instagram.com/sheilafraga_cubanartist

Donated Artwork

2008	"Hope" Artwork was donated to the Learning Link Foundation for the Auction for the
	benefit of Children with Autism Spectrum Disorders and Fragile X Syndrome, Koubek
	Mansion and Gardens, Miami, FL, April

2001 "Hombres con Bueyes", Artwork Donated to the Marathon of Hope of the Terry Fox Foundation Fight Against Cancer, Canadian Embassy, Cuba, January

PERFORMANCES

2002	Spiritual event for Scientific Spiritism of Investigation School, Logia Masónica José de	
	Luz y Caballero, Havana Center, March	

1999 Gipsy Homage, "Baile de Fuego", Logia Masónica José de Luz y Caballero, Havana Center, Cuba
Rincón Gitano, Graduation Thesis, Díaz Peláez Gallery, San Alejandro Academy of Fine Arts, Havana, Cuba











Artist Proposal #4 Magnus Sodamin

Magnus Sodamin - CV

- "Rising Stars" | Artseen | Miami, FL | 2010
- Group show | Abro Gallery | Miami, FL| 2011
- o "Projects in Painting". Artseen | Miami, Fl | 2011
- Lotus house Fundraiser. | Marguilies Warehouse | Miami, Fl | 2010
- "Thru" | Bfa | Cifo. | Miami, Fl | 2012
- "Wunderlust" | Marina Blue | Miami, Fl | 2012
- "Society d'Arte" | Primary Projects | Miami, Fl. | 2012.
- "Champion" Primary Projects. | Primary Projects | Miami, Fl. | 2012.
- o "Collabo-Show" | Performance | Miami, Fl | 2013
- "Smash And Grab" | Locust Projects | 2013
- Wahab Whalid Residency. Downtown Miami. 2012-2014.
- o "The One (top 40)" | (L.A, Miami, Tokyo) | Natology/ Primary | 2014
- "Into the Rainbow Vein" solo exhibition | Primary | Miami, Fl | 2014
- "Some like it hot" | Group show | Miami History Museum | 2014
- "Smash and grab" | Locust Projects | 2013 2014 2015
- Deering Estate Residency. 2014-2015. Full year.
- "Illuminations" | Downtown art days grant | Downtown Development Authority 2014
- JDD project | Jose De Diego Middle school | 2014

- "International friendship exhibition" | Primary Projects | 2015
- "Infinity Split" |solo exhibition | Primary Projects | 2015
- o "+1" Group exhibition. Deering Estate. Group show.
- o "Smack Grendels" Group Exhibition curated by Jose Mertz. Miami Florida. June 20, 2015
- "Hide and Seek" Solo installation. Perfekt box in Museums Quartier. Curated by Perfekt World.
 Vienna, Austria June 20th, 2015.
- "Black and White" Groups show curated by Kathryn Mikesell. Miami Spaces Wynwood
 November 2015.
- o "Into the Wild" Group exhibition. Curated by Carol Jazzar. Miami Dade College Kendal Campus. October 2015.
- "Calm before the storm" Solo exhibition at Wynwood Walls, Miami art week, 2015.
- Mastermind Awards, Performance, Miami New times, November 2016.
- Two week residency at "Summit" Powder mountain Utah. February 2016.
- o 'Tropic House' Group exhibition. Primary Projects. Korea Town L.A. 2016
- Holland America Cruise line. Two week residency. November 2016.
- o Airie Residency. One month. Everglades, Florida. March 2017.
- o 'Impressions of our Landscape'. Solo exhibition. Primary Projects, Miami. September 2017.
- 'About Florida Bay' Group Show. Everglades visitor center. October 2017.
- Lyrics to Life'. Video installation. Dropbox & Genius. Downtown Los Angeles. March 2018.
- Vermont studio center residency. 1 month. October 2018.
- Sierra Nevada residency. 1 month. Colombia. March 2019.

- "Lush tropical landscape" Group Show. Dot Fiftyone Gallery. 2019.
- o Miami-dade art in pubic places. Commission. Caribbean Village. 2019.
- Curated "Florida Wild". Mckenzie Construction. 2019.
- O Artist in residence. Ritz Carlton South Beach. 2020











Narrative

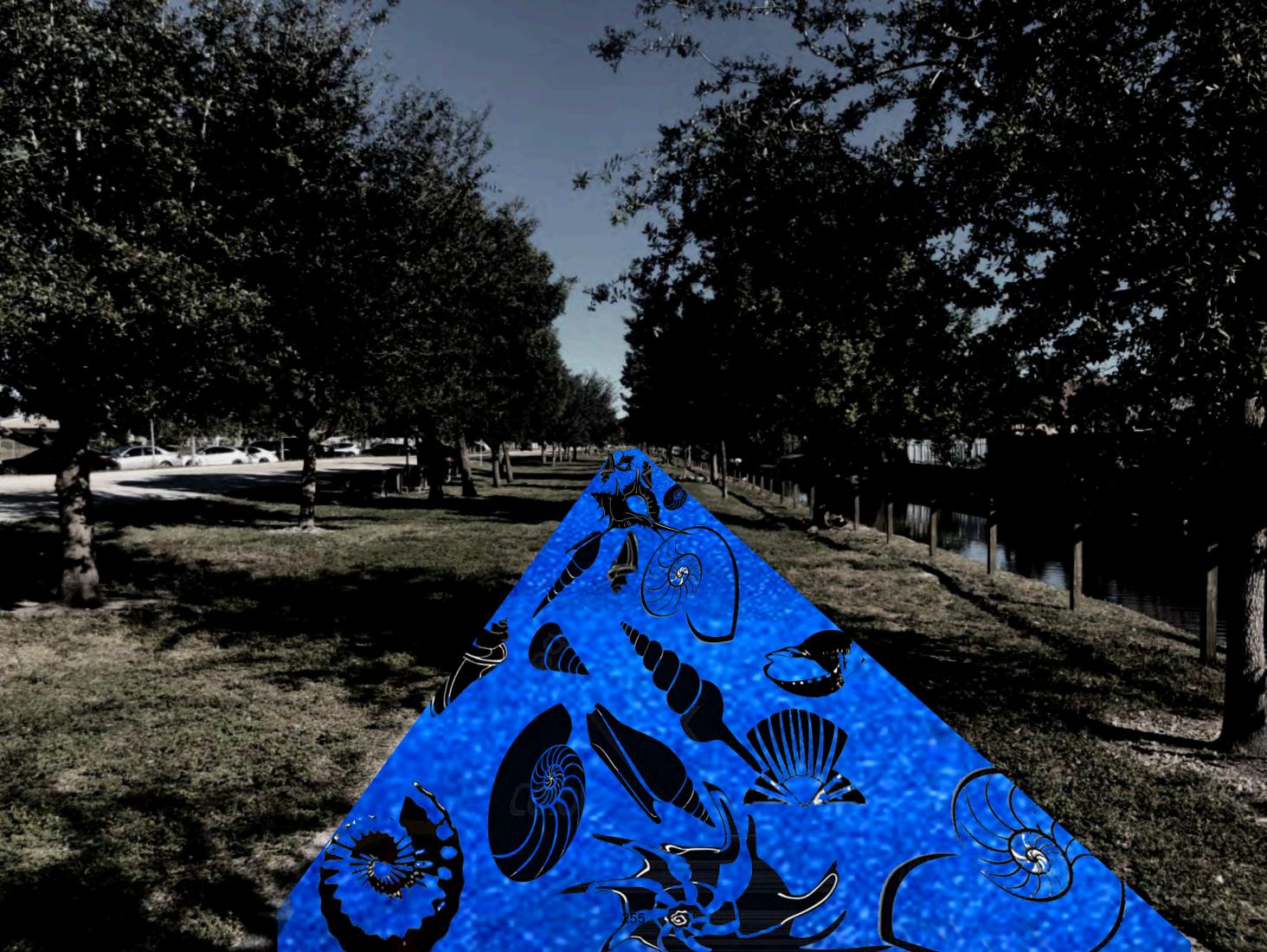
Based on forms of ancient sea life in Miami's Limestone foundation this project aims to allow the viewer to discover the natural beauty of forms just beneath them.

Materials Research

The black negative shapes will be created by casting concrete into shapes that can withstand foot traffic. CORE Glow TM Electricity Free pebble Lighting will be placed will outlay negative shell shapes.

Maintenance Plan

The lifespan of these pebbles can last 20 years so after that time period they can be changed out. These will all be embedded into the concrete path to prevent displace



Miami Lakes MiGlo Walking and Biking Trail Project

Budget \$22,500

- 250 lbs CoreGlow TM Electricity free pebble lighting =7,500.00
- 200 feet of contrete perimeter sidewalk Material (\$2500) + Labor(\$2,000)=\$4,500
- Design and labor of Concrete painted Shapes. \$ 6,460
- \$0 Maintence Fee
- Artist Fee \$4050
- Total = \$22,500



Artist Proposal #5 Jose Alvarez



Welcome to Document Cloud

Here are four tips to get work done from anywhere with Adobe Acrobat, Adobe Sign, and Adobe Document Cloud services.

- 01 Work where you want
- 02 Prepare polished PDFs
- 03 Share files with others
- 04 Get help from Adobe

01 Work where you want

Flexibility and freedom

Desktop, web, or mobile—it's up to you. Signed-in users can access files from any device.



Work on your desktop.

View, comment on, fill, sign, and send PDFs in free Acrobat Reader. Acrobat Pro and Acrobat Standard subscribers can also use premium tools to create, edit, export, and organize PDFs.

Use any browser. Access commonly used PDF and signing tools in the browser of your choice.

Work on the go. Work with PDFs anytime, anywhere with the free Adobe Acrobat Reader and Adobe Scan mobile apps. Subscribers can unlock additional mobile features, including create and export. Subscribers to Acrobat Pro DC can even edit text and images on their tablets.

02 Prepare polished PDFs

Create, combine, and organize

It's easy to create a PDF with the exact content you want.

Make trusted PDFs. Acrobat lets you turn practically anything into a high-quality PDF that looks great on any screen. Create a PDF from Microsoft Office files, a web



page, scanned documents, and more.

Merge multiple files into one PDF. Combine different file types—spreadsheets, images, presentations, and web pages—into a single PDF file that's easy to share or archive.

Organize pages. Drag and drop to reorder pages. You can also insert, delete, or rotate pages on your desktop, tablet, or mobile device.

03 Share files with others

Send, track, and manage

Now you can share files for viewing, commenting, or signature—and track status every step of the way.

Share files fast. Click, add, and send. It's that easy. And recipients can view on any device with no software required.

Collaborate better. Subscribers can also send files for signing or for review to collect group feedback in a single shared PDF file.

Get notifications. Sign in, and we'll let you know each time someone interacts with files you've shared.

Manage your files. You're in control. Track your file, forward it to others, or stop sharing at any time.



04 Get help from Adobe

We've got your back

Take advantage of tutorials and forums—and share your feedback with the Document Cloud team.

Get tutorials. Become an expert with short videos and online instruction.



Visit Adobe Forums. Ask questions and find answers in Document Cloud forums.















Artist Proposal #6 Elite Kedan

CV Art Elite Kedan

Education and Licensure

Registered Architect, Florida, AR0091483, 2002–current Registered Architect, New York, 028482, 2001–current

LEED Accredited Professional BD + C 2009–current

Harvard University, Master of Architecture in Urban Design, and Master of Architecture 1996

Cornell University, Bachelor of Architecture 1991

Selected Professional and Teaching Experience

Elite Kedan Architect, Miami 2005-current

Florida International University, School of Architecture, Adjunct Professor 2005–current

Shemesh Kedan Architects, New York and Miami 2003–2005

(work samples and experience prior to 2003 available on request)

Selected Residencies / Competitions

Anderson Ranch Residency, Snowmass, CO 2020

Studio Residency, ArtCenter South Florida, Miami FL, 2017 and 2018

School for Poetic Computation, New York NY, June - August 2016

Wavemaker Grant, Research and Development, 2016

AIRIE (Artist-In-Residence-in-Everglades), Artist in Residence, Everglades National Park, 2014

Atlantic Center for the Arts, New Smyrna Beach FL 2013

Monument, proposal for Bat Yam Biennale for Landscape Urbanism, 2012, Shortlisted

"Monumental: Exhibition Series" proposal for a series of exhibitions, Graham Foundation, 2010, Shortlisted

Selected Shows / Installations / Commissions

Pitchdeck, performance/video commissioned for Department of Reflection, Miami Beach FL, Oct. 2019

Something between a Geology and a Spill, Mural for The Standard Spa, Miami Beach FL, 2019

Future Relics, Oolite Arts, Shares commission, Sept. 2019

Systems A Home, ArtCenter South Florida, Miami Beach FL, Dec. 2018

Intertidal, A.S.T., ArtCenter South Florida, Miami Beach FL, Jan – Apr. 2018

Maritime Trajectories, storefront installation, Miami FL, 2015

Unbuilding, Florida International University, Miami Beach Urban Studios, Miami Beach FL, 2013

Fluid Geographies (35.6292, -82.3644), with Gustavo Matamoros, at Revisiting Black Mountain College 3: John

Cage's Circle of Influence; University of North Carolina-Asheville, NC, 2011

Selected Group Exhibitions / Installations

2018 Florida Biennial, Art and Culture Center/Hollywood, FL, 2018

Between a View and a Milestone, ArtCenter South Florida, 2018

Augmented Sunrise Beneath The Skin, Gr_und, Berlin, 2018

Flooded Sanctuaries, ArtCenter South Florida, Miami Beach FL March 2017

MemoryLab, A.S.T., curated by Obsolete Media Miami, HistoryMiami, Miami FL 2017

Sharjah Biennale 13, Tamawuj, A.S.T., curated by Christine Tohme, Sharjah UAE, 2017

Ecology in The Age of Inner Turmoil, A.S.T., Beefhaus, Dallas TX, 2017

Sea Change, A.S.T., Multimedia Cultural Center, Split, Croatia, 2016

Florida Dreaming, A.S.T., Schmidt Center Gallery, Florida Atlantic University, Boca Raton FL, 2016-17

Society for Power and Control, School for Poetic Computation, New York, NY, 2016

Anastrophe: Soon it Would be Hot, Lobby Mural, with Diann Bauer and Felice Grodin, Miami FL, 2015

Printed Web #3, Offprint London, Tate Modern, London, 2015

AIRIE In the Garden, Pinecrest Gardens, Miami FL, 2015

It Narratives: The Movement of Objects as Information, Franklin Street Works, Stamford, CT, 2014

Selected Publications / Citations

Urgency Reader, 2019 https://soulellis.com/work/urgencyreader/

Urgency Broadcasts, A.S.T., SFMOMA Open Space, "Microclimates," 2018

Future Cities: Miami | Research Intensive Transcripts, A.S.T., The Miami Rail, Issue 23, 2018

"Augmented Sunrise Beneath The Skin," Artmirror, 18 July 2018. Web.

"Augmented Sunrise Beneath The Skin," Daily Lazy, July 2018. Web.

Uszerowicz, Monica, "A Message to the Future from Artists on the Front Lines of Sea-Level Rise," *Hyperallergic*, 3 April 2018. Web.

Vazquez, Neil, "Intertidal Exhibit Imagines Miami Beach's Flooded Future," Miami New Times, 20 January 2018.

Stapley-Brown, Victoria, "Inside the Artist's Studio", The Art Newspaper, 6 Dec. 2018. Web and Print

The Water Cycle (Liquidity Trap); A.S.T., 4-page artwork, The Miami Rail, Issue 22, Art Basel Issue, 2017.

Uszerowicz, Monica, "Artists Sift Through Archives for Memories of Miami," Hyperallergic, 20 March 2017. Web.

Anne Tschida, "History with a Modern Twist," Biscayne Times, April 2017. Print and Web.

Moreno, Gean. "Atlas Miami: Flotsam From The Future." Art in America Dec. 2016. Print and Web. (A.S.T.)

Mallett, Whitney. "South Beach Chill: The 15th Art Basel In Miami." *Topical Cream* 10 Dec. 2016 Web. (A.S.T.) Kedan, Elite. "Miami Stories," *Miami Herald* 15 Nov. 2015. Web and Print.

"An Artist Spends A Month Absorbing Life In The Everglades." Interview with Lisann Ramos. Miami Stories, WLRN Miami Public Radio, 20 Nov. 2015. Radio broadcast.

Printed Web #3, selected work, Reader/Index, Zine and Skin, Ed. Paul Soulellis, 2015

Bay Magazine, Tampa Bay Times, house feature, "Linear Logic," by Judy Stark, Feb. 2013

Florida Architecture Magazine, house feature "Modern Masterpiece," by Peter Lioubin, Ed. 82, 2011

Architectural Record, "The Profession Adapts To New Technologies," by Norman Weinstein, Jan. 2011

BLDGBLOG, "Books Received," review, May 2010

Metropolis Magazine, Winter Books Roundup by George Beane, 2009

Competitions, "Box-ing Match in New Jersey," review by Sharon McHugh, Fall 2001

Selected Workshops / Panels / Presentations

The Digital Everglades: New Media, New Audiences, Everglades Coalition, Captiva Island FL, Jan. 2020

A.S.T. Current Work, Miami Beach Urban Studios, FIU, Miami Beach, FL September 2019

Creating for Mixed Reality, Kadenze/Pacific Northwest College of Art, completed July 2019

Python Programming with Rhinoscript Libraries, Kadenze/RISD, course completed June 2019

Future Perfect Conference, Data & Society Research Institute, New York, NY, June 7-8 2018

Conversation: The Contemporary Coast Public Program and Roundtable Discussion, with Dr. Meryl Shriver-Rice, ArtCenter/South Florida and FIU Miami Beach Urban Studios, Miami Beach FL, April 2018 (A.S.T.)

Machine Learning Literacy Workshop, School For Poetic Computation, New York, NY, Feb. 12 - 18, 2018

Future Cities: Miami | Research Intensive, developed and hosted by A.S.T., in partnership with Bas Fisher Invitational, FIU MBUS, Miami Beach, FL, October 21, 2017 (A.S.T.)

(Human) Learning Reading Group, with Federico Velez, Roxana Fabius, Felice Grodin, ArtCenter/South Florida, Miami Beach FL, Nov. 2016

Wild Culture with AIRIE, Presentation and discussion, with Deborah Mitchell and Jason Hedges. Miami Book Fair International, Miami FL, 22 Nov. 2015

There are no other Everglades in the World, Panel discussion, with Dr. Evelyn Gaiser, Jim Couper, Dr. Tom Lodge, Dr. Peter Machonis. Frost Art Museum, Florida International University, Miami FL, Oct. 2015

Provisional Practice; Panel Discussion w/ SHoP, nArchitects, LTL Architects, FRONT Inc.; Co-Moderator & Panelist, New York Architectural League, NY NY; April 2010

New Paradigms in Communicating Design Culture; Lecture and Panel Discussion, with Armando Montilla, Museum of Contemporary Art, Miami FL, March 2010

Architecture Forward, Lecture and Panel Discussion, with Marc Fornes, Nick Gelpi, Museum of Contemporary Art, Miami FL Feb. 2010

Emerging Modes of Architectural Practice, Lecture and presentation, University of Miami, School of Architecture, Miami FL 2010

Published and Self-Published Books

Everglades Atlas, (246 x 189 mm) 736 pages, 2015 (evergladesatlas.elitekedan.com)

Everglades Chart 1 - Selections from the Interior; digital tabloid, edition of 100, 2014

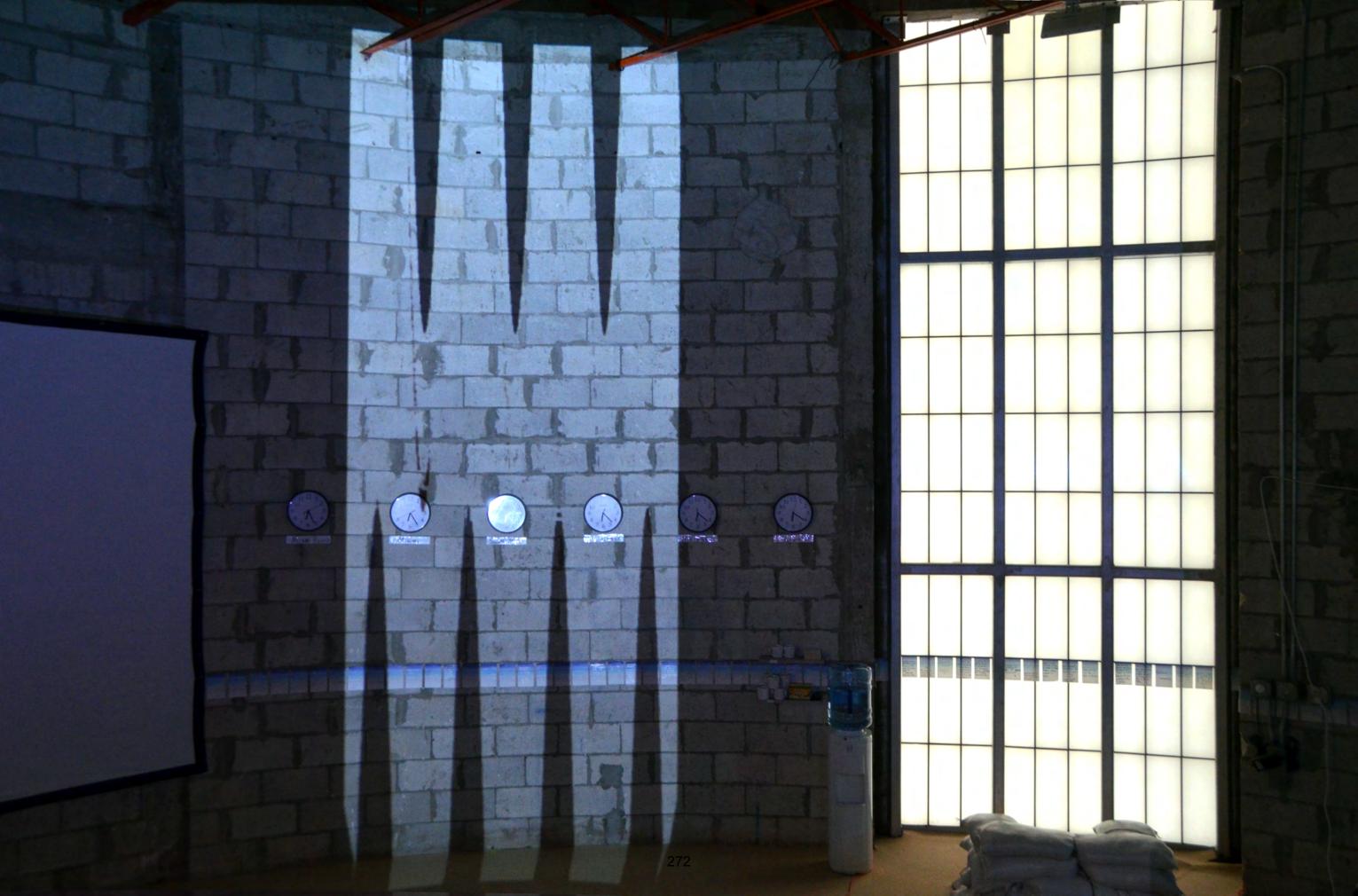
Urban Health, D7 Studio student research, FIU, 2014 (http://www.blurb.com/b/5457069-urban-health) *Something Interrupts My Speech,* 2013

Assignment 1: Work Completed between September 17, 2012 to November 19, 2012, 2013

Waterfront City, D7 Studio student work and research, FIU, 2009 (http://is.gd/RtGI0F)

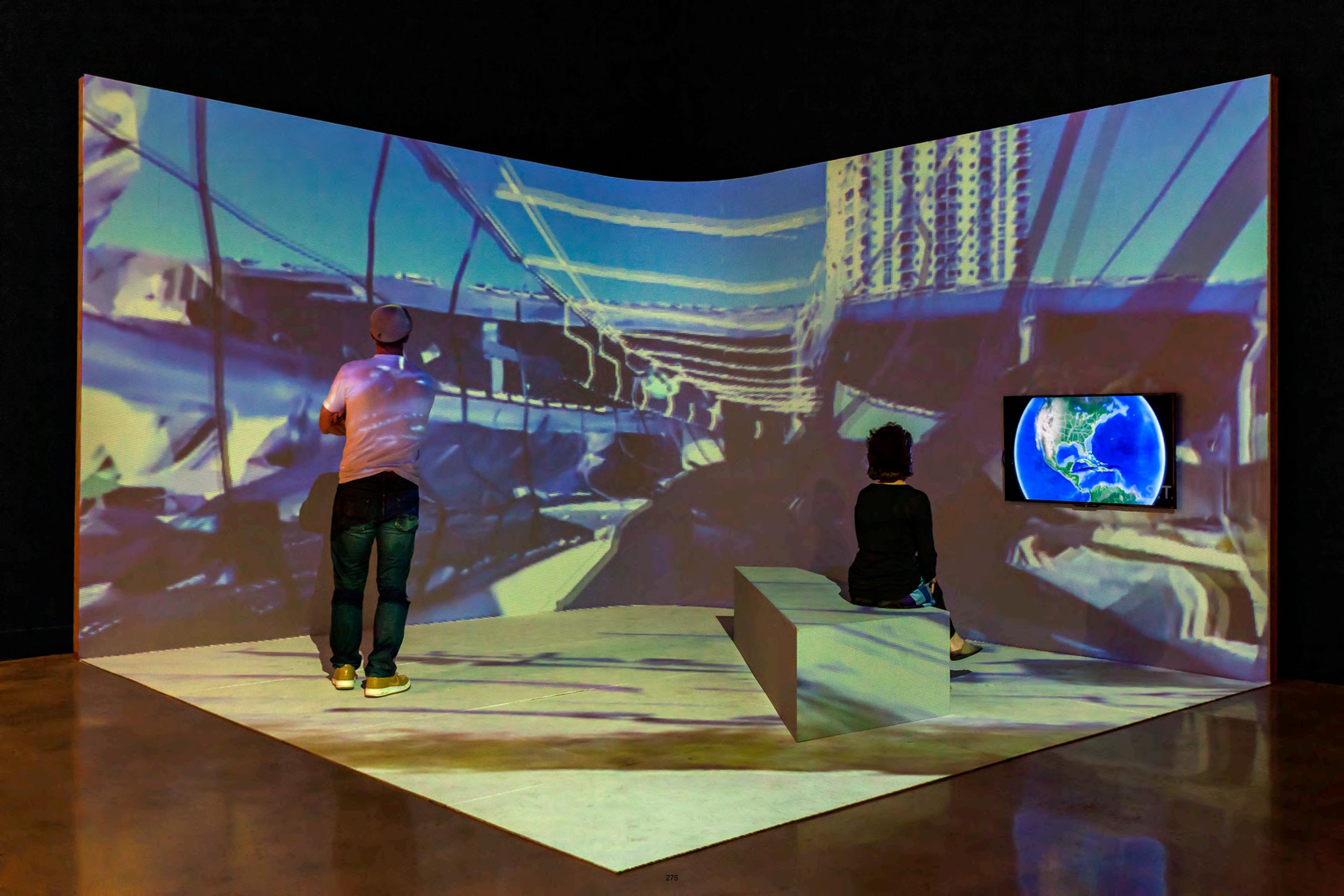
Provisional – Emerging Modes of Architectural Practice USA, Co-Editor, Princeton Architectural Press, 2010











Narrative

Concept: Light Bands A pattern of light bands, abstracting the tree shadows along the path, are the initial design strategy to illuminate, orient and add visual interest and delight to the existing pathway (see concept sketches attached). Locations and widths of light bands correspond to adjacent streets, directionality or mile markers. Additionally, discreetly located vertical light elements will amplify the horizontal path elements, and be similarly coated to transmit light at night. Together they will create a more dimensional and immersive environment. (Attached sketch for design intent only)

Materials Research

Material specification and related maintenance program to be provided upon selection of approved scheme.

Maintenance Plan

Maintenance plan to be provided upon selection of approved scheme.



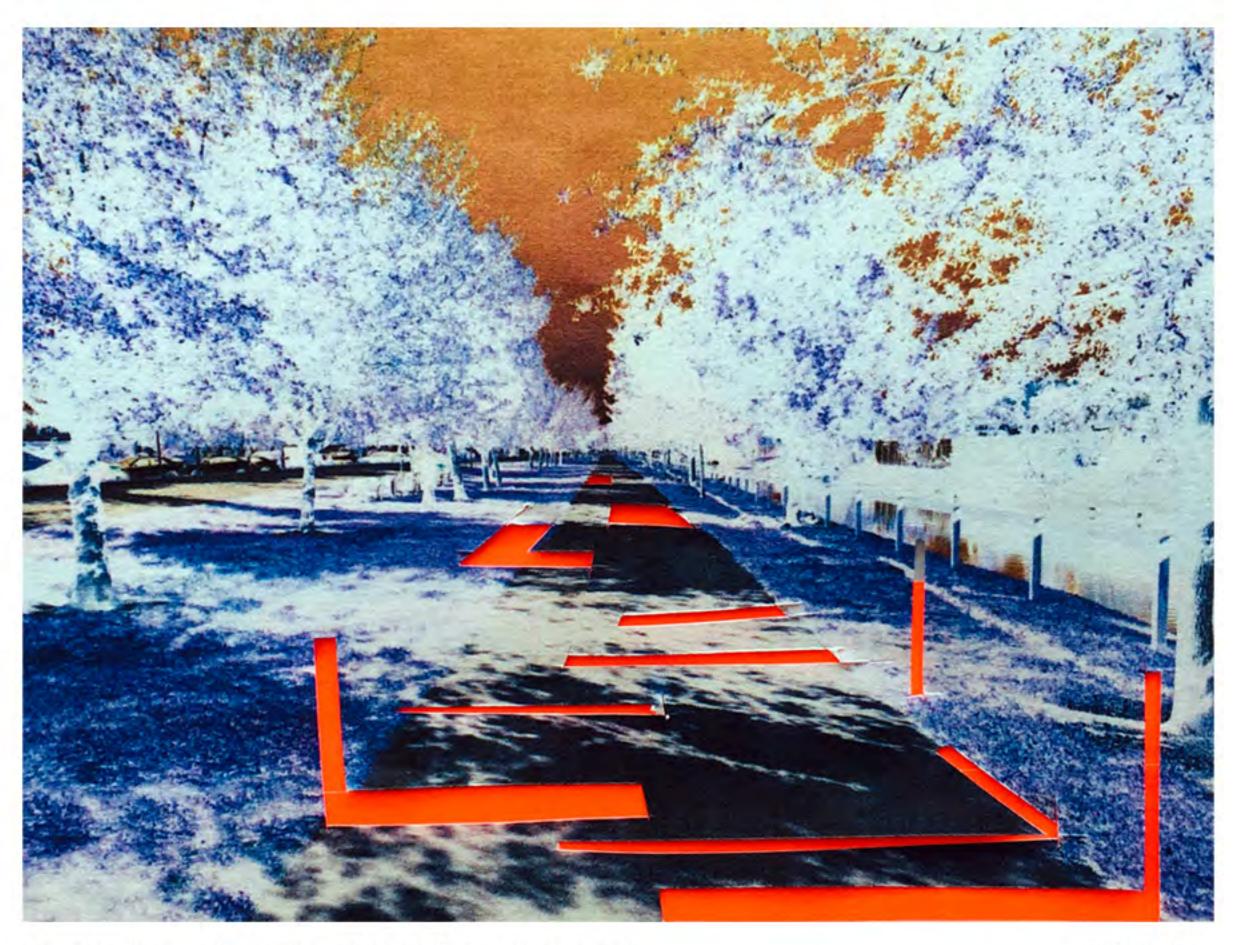
Concept Sketch / Miami Lakes MiGlo Walking and Biking Trail (1 of 3)

Elite Kedan



Concept Sketch / Miami Lakes MiGlo Walking and Biking Trail (2 of 3

Elite Kedan



Concept Sketch / Miami Lakes MiGlo Walking and Biking Trail

(3 of 3)

Elite Kedan

Miami Lakes MiGlo Walking and Biking Trail

Artist Proposal: Elite Kedan

Project Budget: \$22,500

Artist Fee (18%): \$ 4,050

Approx. 250 – 300 hours, includes the following:
Design of quarter mile path
Mockups and testing of materials/design
Revisions/design approvals process
Materials research, selection and approvals
Maintenance research and plan
Procurement and shipping of materials
Coordination of subcontractors
Supervision of construction/installation
Final design and related drawings

Design specifications to be provided upon selection of approved scheme.

Materials, Installation and Maintenance: \$ 18,450

Includes: materials, delivery and installation along the 1,320 ft. pathway; Fabrication of horizontal and vertical bands and painting/coating; as well as additional paint/coating supplies to repaint over time.

Material specification and related maintenance program to be provided upon selection of approved scheme.

Total: \$ 22,500

Elite Kedan / ekedan@gmail.com / 646.522.9557



Artist Proposal #7 Carola Bravo

CAROLA BRAVO

Carola Bravo is a Venezuelan, Miami-based, visual and video artist, architect, art promotor, and educator with an extensive exhibition and publication list. She holds a Ph.D. in Architecture, a Master in Art History (both from the Universidad Central de Venezuela), and a BSc in Architecture from the University of the Arts, Philadelphia, USA. Carola is well known for her immersive site-specific video and art installations, public art, and intimate studio work that address space and memory, changing territories and their geometry. Bernice Steinbaum Gallery represents her work, and it has been exhibited in Museums and Institutions, Galleries, and Art Fairs around the world. She has received significant recognition and public commissions such as The Baptist Hospital-Doral Competition (2019); Miami Dade Art in Public Places Competition for Royal Caribbean's Cruise Line Innovation Lab in Miami (2017); "Honorable Mention" for Public Intervention at the XI Architecture National Biennale in Caracas-Venezuela (2014) and the "Lorenzo II Magnífico Award" at the II Biennale Internazionale dell' Arte Contemporanea, Florence-Italy (1999). Exhibitions include: "Blurred Borders"-Frost Art Museum at FIU, Miami; "Legal Graffiti"-Zadok Gallery, Miami; "We are where we are not"-The Screening Room, Miami; "Imprecise Cartographies"-Center for Latin American Studies, Celarg-Caracas, among others. Carola is a former Titular Professor at the Simon Bolívar University in Venezuela, where she was Chair of the Architecture and Art Department and Head of the Art Section for more than 18 years.

In 2014, she created and founded HARTVEST PROJECT, an art venture dedicated to promoting public interest in the arts via creative and innovative educational experiences and entertainment platforms. Since January 2018, Carola has been running this project in alliance with the Village of Pinecrest and Pinecrest Gardens with the mission of offering art education to the community.

www.carolabravo.com www.hartvestprojhect.com carolabravoarte@gmail.com @carolabravoart @carolabravoartwork











Narrative

"WATER GLOW" My proposal for "Miami Lakes MIGLO" revolves around the concept of defining spaces and connecting people with them. I shed light on details commonly unnoticed by the gaze of the distracted pedestrian. They remind us about the importance of establishing connections to our places, giving us a sense of meaning and belonging. Miami is a Water City, and "Water" is the theme for this proposal. "WATER GLOW" is inspired by the shallow seas of Florida Bay. A detail of a Bathymetric Chart, the submerged equivalent of an above-water topographic map, of Miami's Biscayne Bay is the base for this public art piece. With this drawing on the pavement I hope to instill a sense of wonder and fascination with the ocean that could forge a greater understanding of what's at stake in the face of climate change. The map painted on the pavement shows the seafloor terrain as contour lines resulting in an immersive installation that surrounds us with a network of discourses: the geographical, the poetic, and the memory.

Materials Research

MATERIALS RESEARCH To meet the project budget of \$22,500 we propose to use the combination of two materials which will allow to cover an area of aprox. 20% of the total 0,25 mile Bike Trail. The "photoluminescent paint system" be used in selected areas in combination with "anti-slip heavy duty traffic paint". ALLUREGLOW PHOTOLUMINESCENT PAINT SYSTEM And WATCO ANTI-SLIP HEAVY DUTY TRAFFIC PAINT Allureglow USA Photoluminescent Paint / PRODUCT DESCRIPTION Allureglow USA Photoluminescent Paint is an easily applied coating that exhibits excellent light emitting properties. The coating has Zero Volatile Organic Compounds (VOC's), and cures to a flat matt finish. When cured, Allureglow USA Photoluminescent Coating is flexible, hard, and has excellent resistance to Ultra Violet rays. Allureglow USA Photoluminescent Paint adhesion to concrete is excellent, and adhesion to properly primed metal, most plastics, and wood surfaces is outstanding. Allureglow USA Photoluminescent Paint may be applied to new concrete surfaces and will allow the concrete to cure through the coating. Allureglow USA Photoluminescent Coating protects new concrete against efflorescence, and has excellent water and alkali resistance. To maximize abrasion resistance and coating durability, cured applications of Allureglow USA Photoluminescent Paint must be coated with a suitable clear coat. Allureglow USA Photoluminescent Paint / TECHNICAL DATA Shelf Life unopened: 2 Years @ 70°F or 21°C Pot Life: If product is in sealed spray gun pot, then the pot life is the same as the shelf life, however it is recommended that the product only be left in the gun for so long as it takes to perform the application. Drying time: From 10-30 minutes (depending on temperature and humidity). Drying may be accelerated by the application of warm air across the coated surface (under 100°F or 40°C) Curing time: Up to 24 hours, depending on temperature and humidity. Curing may be accelerated by the application of warm air across the coating surface (under 100°F or 40°C) Coverage or spread rate: 125-150 square feet per Gallon (12-14 square meters) Daytime colors: Vary from a dense liquid with slightly green milky appearance to a variety of colors. See container label for color. Glowing colors: Green/Yellow, Aqua Clean up: Use Warm Water Caution: Read the material safety data sheet before using this product. Whilst the product is classified non-hazardous, normal industrial practices should be observed, and the

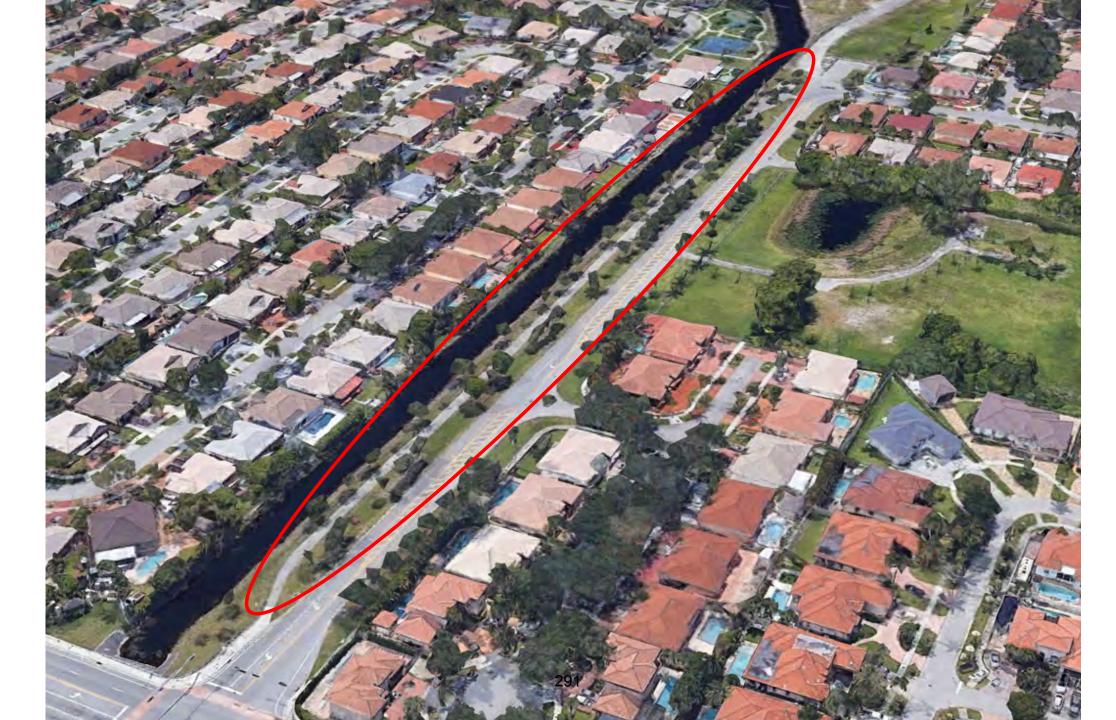
product should be stored and handled appropriately. Watco Heavy Duty Anti Slip Traffic/PAINT DESCRIPTION Is a tough two pack, anti-slip, solvent based epoxy resin coating for use in heavily trafficked areas, suca as ca parks, driveways and vehicle access areas. The hard aluminum oxide grit offers a good level of slip and abrasion resistance with just one high build application. This versatile, exceptionally strong coating contains a solvent which bites into asphalt surfaces, and slightly penetrates concrete surfaces for the maximum possible adhesion without the need of a primer.

Maintenance Plan

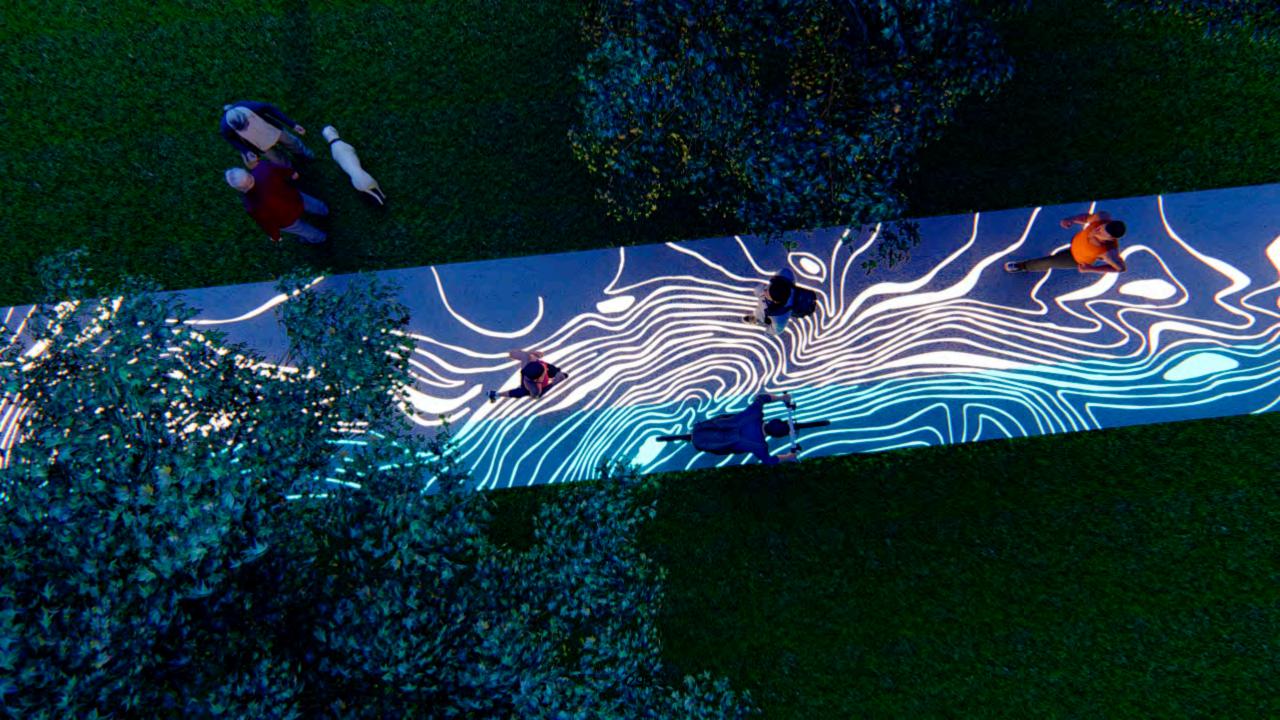
The products proposed for this project have a one year warranty from their manufacturers. They are heavy-duty products with a long lifespan. The artwork does not require any special cleaning, only with water, if needed. Depending on the use of the Bike Trail, after several years, the artwork will need a second coat of the same products. This maintenance will not be the responsibility of the artist.



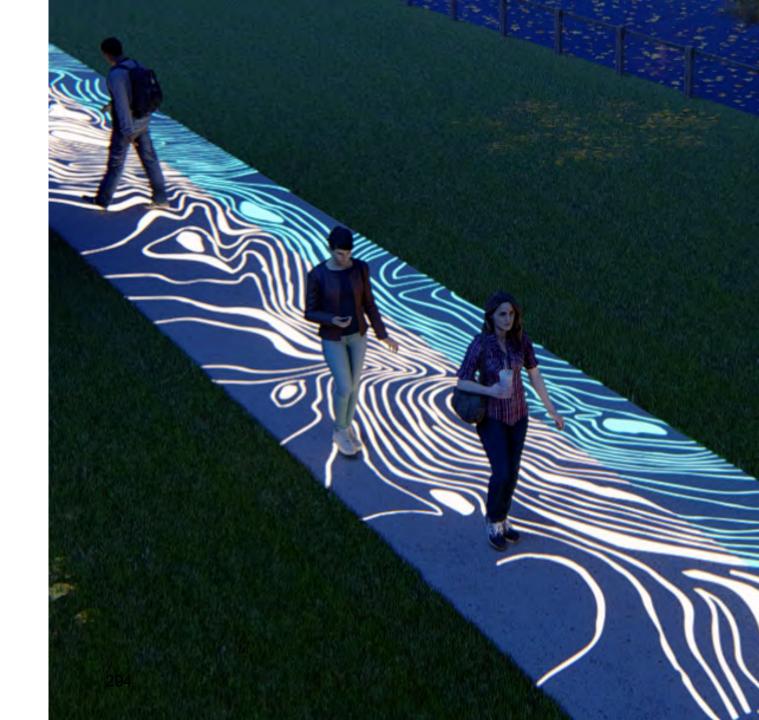
For Miami Lakes MiGlo Walking and Biking Trail Project





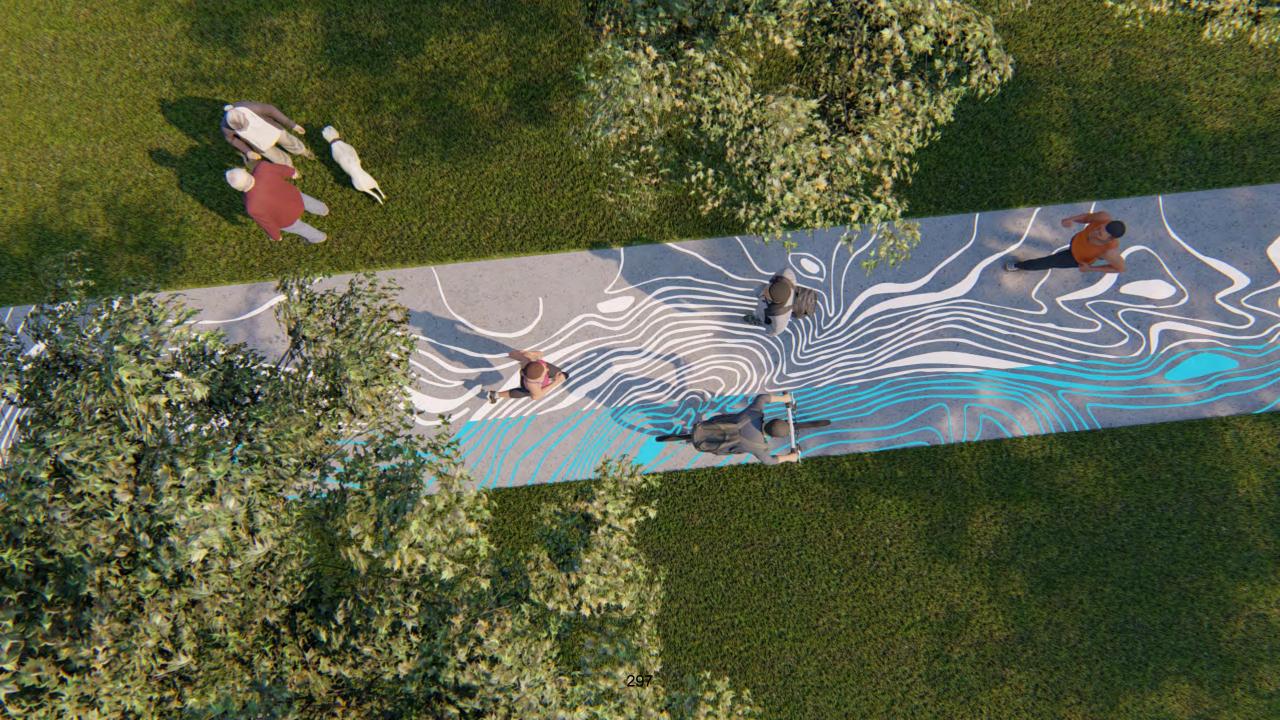


To meet the project budget of \$22,500 we propose to use the combination of two materials which will allow to cover an area of aprox. 20% of the total 0,25 mile Bike Trail. The "glow in the dark" paint will be used in part of the drawing in combination with "antislip heavy duty traffic paint".













MATERIALS RESEARCH

To meet the project budget of \$22,500 we propose to use the combination of two materials which will allow to cover an area of aprox. 20% of the total 0,25 mile Bike Trail. The "glow in the dark" paint will be used in part of the drawing in combination with "anti-slip heavy duty traffic paint".

ALLUREGLOW PHOTOLUMINESCENT PAINT SYSTEM



Allureglow USA Photoluminescent Safety Paint System

The Allureglow USA Safety Paint System has been specially formulated to meet Today's Highest and Most





Note: Actual Daytime and Glow Colors will vary depending on percentage of Concentrate Color added and Photoluminescent Base Ink Color used. Consult Technical Data and Material Safety Date Sheets for all products prior

Rigid Standards, for Photoluminescent Safety & Egress Products. All of our Paints have been Third Party Tested and meet ASTM Standards for UV Exposure, Impact Resistance, Flexibility, Glow Luminosity, and Adhesion to All Types of Surfaces, All of the AA-Series Paints are Low VOC, 100% Acrylic, Waterbased Formulas. These Paints are Best Applied Using HVLP or Airless Spray Equipment NOTE: The use of Compressed Air Type Sprayers will result in the paint prematurely drying at the Spray Tip, Brushing or Rolling can be done but is not recommended for best results. The Allureglow USA Paint System is made up of Four Components, AA-1000-WP White Primer, AA-2045 Photoluminescent Paints and AA-1000-CC Clear Top Coat & AG-CLA-100 Additive. The AA-2045 Photoluminescent Paints come in Green, Aqua and Sky Blue Glow and can be tinted virtually any Color with our Patented Color Concentrates. You are no longer limited to just the Pale Green Daylight Color that all of our competitors offer. Designers love this System, because they are able to match existing decor or colors, especially important in Hotels, Casinos and Residential High Rises. The Allureglow USA AA Series Paints are available in Quarts, Gallons, Five Gallon, Drums and Totes and because they are All Considered Non-Hazardous they can be shipped anywhere in the World, without any issues with Customs and or Regulatory Compliance. These Paints also Qualify for LEED Credits, as a result of their Low V.O.C. Formulas. Green Glow BASE PAINT AA-2045-GGB GLOW **COLORS &** AA-2045-AGB PART Blue Glow NUMBERS AA-2045-BGB (888) 493-4569 www.allureglowusa.com

WATCO ANTI-SLIP HEAVY DUTY TRAFFIC PAINT

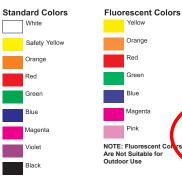






Allureglow USA Photoluminescent Safety Paint System





Note: Actual Daytime and Glow Colors will vary depending on percentage of Concentrate Color added and Photoluminescent Base Ink Color used. Consult Technical Data and Material Safety Date Sheets for all products prior

The Allureglow USA Safety Paint System has been specially formulated to meet Today's Highest and Most Rigid Standards, for Photoluminescent Safety & Egress Products. All of our Paints have been Third Party Tested and meet ASTM Standards for UV Exposure, Impact Resistance, Flexibility, Glow Luminosity, and Adhesion to All Types of Surfaces. All of the AA-Series Paints are Low VOC, 100% Acrylic, Waterbased Formulas. These Paints are Best Applied Using HVLP or Airless Spray Equipment, NOTE: The use of Compressed Air Type Sprayers will result in the paint prematurely drying at the Spray Tip, Brushing or Rolling can be done but is not recommended for best results. The Allureglow USA Paint System is made up of Four Components, AA-1000-WP White Primer, AA-2045 Photoluminescent Paints and AA-1000-CC Clear Top Coat & AG-CLA-100 Additive. The AA-2045 Photoluminescent Paints come in Green, Agua and Sky Blue Glow and can be tinted virtually any Color with our Patented Color Concentrates. You are no longer limited to just the Pale Green Daylight Color that all of our competitors offer. Designers love this System, because they are able to match existing decor or colors, especially important in Hotels, Casinos and Residential High Rises. The Allureglow USA AA Series Paints are available in Quarts, Gallons, Five Gallon, Drums and Totes and because they are All Considered Non-Hazardous they can be shipped anywhere in the World, without any issues with Customs and or Regulatory Compliance. These Paints also Qualify for LEED Credits, as a result of their Low V.O.C. Formulas.



www.allureglowusa.com

AGUSA SAFETY PAINT REV 1.8.

- 1) AA-1000-WP-FV White Primer
- 2) AA-2045-FV Photoluminescent Paints
- 3) AA-1000-CC-FV Clear Coat

ALLUREGLOW PHOTOLUMINESCENT PAINT SYSTEM

The Photoluminescent Paints are a 3 Part System.

- 1) First Apply our AA-1000-WP White Primer
- 2) Second Apply 3 Coats of the AA Series Photoluminescent Paints to achieve a Dry Mil Thickness of 10-12 Mils
- 3) Third Apply our AA-1000-CC Clear Coat in 1-2 Coats, in order to achieve the Maximum Glow Intensity.









Allureglow USA Photoluminescent Paint PRODUCT DESCRIPTION

Allureglow USA Photoluminescent Paint is an easily applied coating that exhibits excellent light emitting properties. The coating has Zero Volatile Organic Compounds (VOC's), and cures to a flat matt finish. When cured, Allureglow USA Photoluminescent Coating is flexible, hard, and has excellent resistance to Ultra Violet rays.

Allureglow USA Photoluminescent Paint adhesion to concrete is excellent, and adhesion to properly primed metal, most plastics, and wood surfaces is outstanding.

Allureglow USA Photoluminescent Paint may be applied to new concrete surfaces and will allow the concrete to cure through the coating. Allureglow USA Photoluminescent Coating protects new concrete against efflorescence, and has excellent water and alkali resistance. To maximize abrasion resistance and coating durability, cured applications of Allureglow USA Photoluminescent Paint must be coated with a suitable clear coat.

Allureglow USA Photoluminescent Paint TECHNICAL DATA

Shelf Life (unopened) 2 Years @ 70°F or 21°C

Pot Life If product is in sealed spray gun pot, then the pot life is the same as the

shelf life, however it is recommended that the product only be left in the

gun for so long as it takes to perform the application.

Drying Time From 10-30 minutes (depending on temperature and humidity). Drying may

be accelerated by the application of warm air across the coated surface

(under 100°F or 40°C)

Curing Time Up to 24 hours, depending on temperature and humidity. Curing may be

accelerated by the application of warm air across the coating surface

(under 100°F or 40°C)

Coverage or Spread Rate 125-150 square feet per Gallon (12-14 square meters)

Daytime Colors Vary from a dense liquid with slightly green milky appearance to a variety

of colors. See container label for color.

Glowing Colors Green/Yellow, Aqua

Clean Up Use Warm Water

CAUTION Read the material safety data sheet before using this product. Whilst the

product is classified non-hazardous, normal industrial practices should be

observed, and the product should be stored and handled appropriately.



Allureglow USA Product Disclosure Statement for Glow in the Dark Products

"Don't be left in the dark"

When determining if Allureglow USA Products are suitable for your intended application, you will need to fully charge the sample, by leaving under artificial light (fluorescent) for approximately 30 minutes or in direct sun light for 10 minutes prior to going to bed. Leave the sample out on your night stand or in a place where it will be visible during the night with the lights off. You will find that the "Initial Glow" after removing the sample from the light source and placing it in darkness is extremely bright. This "Initial Glow" will then begin to reduce gradually over the next few hours until it becomes a visually stable "Afterglow". This "Afterglow" will remain much the same throughout the night, until the room becomes light again in the morning. It is this level of "Afterglow" that will determine if the Allureglow USA Product is suitable for your application. It is most likely that this period of glow is the period that you, the observer, will need to be able to see clearly.

It is important to realize that our eyes take a considerable amount of time to adjust to darkness. The normal time that this takes is around 20 minutes, however it may take substantially longer for some people with visual problems (i.e. Color Blindness). This makes it extremely important that the Photoluminescent products you choose, possess a high "Initial Glow" level and a long and bright "Afterglow".

A common mistake made by people viewing Photoluminescent products is that they will charge the product under light, take it immediately into a dark room and see that it is glowing very brightly (Initial Glow). They will leave the item in the dark room and return to the light. Some time later they will return to the dark room and find that they can no longer see the item glowing (Afterglow). The reason why this occurs, is that our eyes cannot adjust to the light or darkness that quickly. If the person then stays in the dark room, they will gradually begin to see the item glowing as their eyes adjust to the darkness.

Allureglow USA Products have been developed to give both optimum levels of "initial Glow" and very long and bright "Afterglow".

Allureglow USA makes no representation as to the suitability of any given products; it is up to the Buyer or End User to determine if the Allureglow USA Product is suitable for the given application.

(888) 493-4569 www.allureglowusa.com



Allureglow USA Product Disclosure Statement for Reflective Products

"Don't be left in the dark"

When determining if Allureglow USA Reflective Products are suitable for your intended application, you will need to view the product using the following method:

Place the Reflective Product or Print 10 Feet away from you in a dark hallway or room. Standing straight in front 10 Feet away and using a fully charged flashlight, place the flashlight up between your eyes and move the flashlight back and forth slightly, you will see the light bounce back (reflecting back) at you.



Allureglow USA Reflective Products have been developed to give maximum levels of reflectivity.

Allureglow USA makes no representation as to the suitability of any given products; it is up to the Buyer or End User to determine if the Allureglow USA Product is suitable for the given application.

(888) 493-4569 www.allureglowusa.com

ANTI-SLIP HEAVY DUTY TRAFFIC PAINT





5 Liter/1.3 Gallon of non slip asphalt paint coating for highlighting external walkways, parking lot spaces and markings and for identifying safe or hazardous pedestrian and vehicle areas using color codes.

Version

Anti slip

Color

Black Green Yellow Navy Gray Tile Red White Safety Blue

Price break discounts available. Make a product selection above to see the price breaks.

RECOMMENDED AREAS OF USE

- Car parks
- Driveways
- Traffic routes and pedestrian walkways
- Vehicle access areas
- Colour coding and highlighting hazardous areas

FEATURES

- · Exceptionally strong, two pack, anti slip, solvent based epoxy resin
- Pre-blended grit offers slip resistance for pedestrians and vehicle traffic
- · Transforms, dull, drab asphalt, tarmac and concrete in heavy wear areas
- · Colours and protects with just one coat
- · High pigment level offers excellent hiding power
- · Suitable for both asphalt and concrete
- · Excellent chemical resistance
- Superior performance demonstrated by ISO testing to CE Mark EN1504-2

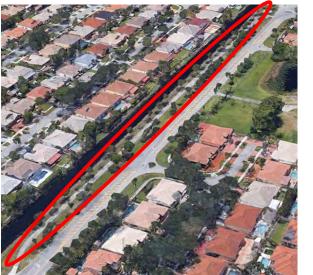
WATCO HEAVY DUTY ANTI SLIP TRAFFIC PAINT

Watco Heavy Duty Anti Slip Traffic Paint is a tough, two pack, anti slip, solvent based epoxy resin coating for use in heavily trafficked areas, such as car parks, driveways and vehicle access areas.

The hard aluminium oxide grit offers a good level of slip and abrasion resistance with just one high build application. This versatile, exceptionally strong coating contains a solvent which bites into asphalt surfaces, and slightly penetrates concrete surfaces for the maximum possible adhesion without the need (generally) for a primer.

306Heavy Duty Anti Slip Traffic Paint carries CE Mark EN 1504-2 and has impressive test results for slip resistance, hardness, abrasic adhesion and impact resistance.

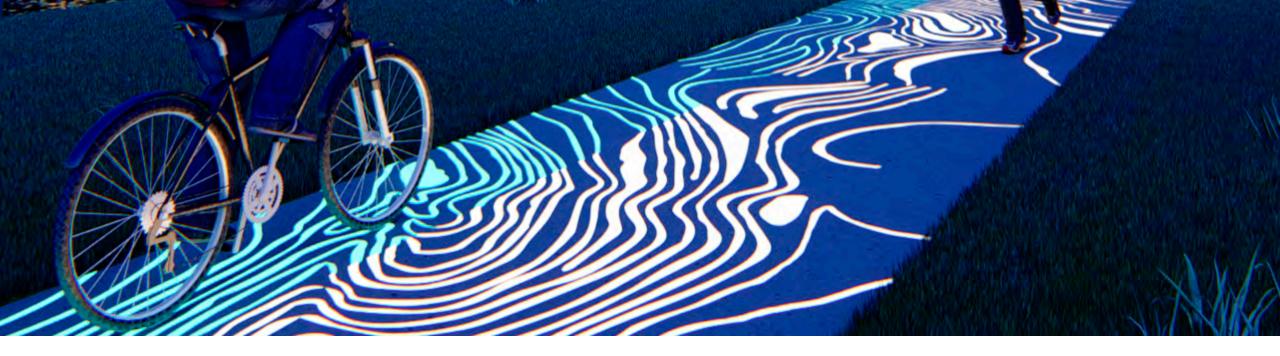




Estimate

For Miami Lakes MiGlo Walking and Biking Trail Project





Aproximate Estimate (For artwork that covers an area of aprox. 20% of the total bike trail)

1.Production (Design, Studio Overhead, Documentation)\$ 2,500	
2.Installation\$ 7,000	
3.Artist Fee\$ 4,000	
4.Materials\$ 9,000	

To meet the project budget of \$22,500 we propose to use the combination of two materials which will allow to cover an area of aprox. 20% of the total 0,25 mile Bike Trail. The "glow in the dark" paint will be used in part of the drawing in combination with "anti-slip heavy duty traffic paint".

5.Total.....\$22,500 (Project Budget)



Artist Proposal #8 GLAC Studio

Submitted by Maria Parada

ILIAN ARVELO

Academic Diploma, Fine Arts Academy of Milan – Italia. Higher Course of Art with Jannis Kounellis, Milan – Italia. Photography Course, NGO Nelson Garrido Caracas-Venezuela.

Graduated from the National School of Contemporary Dance, Caracas- Venezuela.

Candido Millan School of Fine Arts. Caracas-Venezuela.

DIEGO DAMAS

Architect Graduated from Universidad Jose Maria Vargas, Caracas, Venezuela

Fine Arts Academic Diploma, Fine Artys Academy of Milan Italy





Exhibitions

2019

+58ART, Canvas Miami Gallery Miami EEUU.

Mother, I see Mayself in your eyes, Concret Space, curator Dayaliz Gonsalez, Miami EEUU.

Photoalicante Fest, Alicante Spain.

Art Palm Beach 2019, GBG gallery curator Alejandra Mendez, West Palm Beach EEUU.

2018

Coral Gable art night show, Miami EEUU.

Colletion Suites, DORCAM, Painting, Sculture and Desing curator Jorge Gutierrez, Miami

2017

Energy, circularity and transformations (participation as artist y curators), Miami EEUU.

Miami New Media Festival 2017, Miami EEUU.

Video Art session Glacsystem art lab space, Miami Florida 2017.

2016

Venta /Matic. Miss Wynwood, Miami Florida.

Graphics Semiotics in the MACZUL, Contemporary Art Museum of Zulia,

Maracaibo, Venezuela

Symbiotic Graphics, Abra Caracas Gallery Los Galpones Art Center, Caracas Venezuela.

2015

P.I.G.S Traveling Exhibition of Contemporary Art Portugal, Italy, Greece, and Spain.

III Photography Festival Mérida Foto (special guests) Merida – Venezuela.

Border Line, Collective Photographic, D´ Museo Gallery Caracas – Venezuela.

2014

7 Biennial Arturo Michelena Room, Valencia - Venezuela.

City Video Fest, Valencia - Spain.

Arte e Cittá. Biennale Sessions, Biennale di Venezia, Venice Italy.

2013

Arte e Cittá, Museo Tuscolano, Rome Italy.

The right to the city and the Art Practice, Il diritto alla cittá e le praxeis dell'Arte, Biennale di Venezia, Marinonni Theater Venice Italy.

2011

Collective Exposition of Video Art Migrating, Urban, and Intimate, Contemporary Art Museum of Carcacas, Caracas Venezuela.

2010

International Biennial of Video Art, Los Andes University, Curator Benjamin Villarez, Merida Venezuela.

International Encounter of Multimedia Art French Alliance,

Won awarded with the 3rd Price, Caracas Venezuela.

International Biennial Asymmetry Video Art Fest . Cusco, Peru.

Biennale di Architettura di Venezia. Padiglione Carlos Scarpa (Venezuela), Venice Italy.

2008

Archetype, Imaginary y Myths Venice – Italy

2006

Collective sample of Fuorimisura Art, Outdoor Art curatori Massimo Mazzone, Umbria Italy.

Biennale di Architettura di Venezia Padiglione Carlos Scarpa (Venezuela) Venice, Italy

2005

Contemporary Collective Art (2nd Place Awared), Palazzo Reale. Milan Italy Collective. **Exhibition, Tusculano**'s Museum, Rome Italy.

Mostra Internazionale di video arte, Pescara Italy.

Socio Cultural Manager

Grants for Miami New Media Festival 2016-2017, 2017-2018 Grant for The Invisible Woman Project 2017-2018

Master Socio-Cultural Management Simon Bolivar University, Caracas, Venezuela. Dance Teacher Contemporary Dance, Arts Experimental University, Caracas, Venezuela. Choreographer, Release techniques and improvisation Movement Research NY, USA

Hers artistic activity goes between traditional, experimental and postmodern fusion. She had been involved in contemporary art processes since 1991, as a multimedia choreographer, curator and producer of festival, event and exhibitions, presented her artworks in Venezuela, Colombia, Puerto Rico, Peru, Brazil, Costa Rica, Cuba, Argentine, Russia and United States.

PROJECT, PROGRAMS, PRODUCTIONS AND CONSULTANCIES

Quaker Oatmeal, TV Latm- Commercial Meteorito Design, Producer,2019 Queen of South ,TV Series, Meteorito Design, Producer, 2019 Nissan, TV Commercial Meteorito Design, Producer,2018 Nikelodeom, Series TV Travelers Meteorito Design, Producer,2018 Creative Body, Buenos Aires Argentina, Director, 2018

Art Miami, XSM Gallery Santiago de Chile, Chile, Represented, 2019

Art Palm Beach, Alex Slato & The Business of Art, Project Manager 2018

Pinta Miami Art Fair, Alex Slato & The Business of Art, Project Manager 2017

Context Miami Hardcore Contemporary Art Space, project Manager, 2013-2015

Art Wynwood, The Chill Concept, Project Manager, 2014-2015

The invisible Woman Project Liaison Director, Grant Writer, 2017

Miami New Media Festival, Director, Grant Writer, 2013-2017

Miami Book Fair, Venezuelan Corner, Producer, 2017

Art Fashion Weekend, Producer 2015-2017

Arts Exhibits Connect Now Room, Arts Connection Foundation, Director -2017

Sound Connection, The Chill Concept, Director, 2014-2016

Art Exhibits Hard Core Contemporary Space, Project Manager, 2013-2014

Art Exhibits, Artistic Residency, Events, The Chill Concept, Project Manager, 2014-2016

Explorer Room, Nexus Digiprint, Diageo Group, Producer, 2012-2013

Maria Luisa Parada













Maria Parada

GLAC Studio

Narrative

Using texts and images with fluorescent paint to intervene a journey on foot or bicycle, creates a metaphor of a journey through literature. We selected phrases from writer and poet Walt Withman which will be interspersed with images of the indigenous fauna of South Florida. These species are ones that we constantly cohabit with and must create social and ecological responsibility to as citizens. The route is fragmented into geometric forms, which will create stations of permanence and rhythm. It will hint at the aesthetics of video games by transforming the linear path into a spatial expectation. The fragmentation of the route also generates savings in paint material to be able to cover the .25 miles required. The Idea is a tribute to a was an American poet, essayist, journalist and humanist, Walt Withman he was a part of the transition between transcendentalism and realism, incorporating both views in his works. Likewise is a tribute to Journey rock band (Don't stop belivin') which in 2009 became the top-selling track in iTunes history among songs not released in the 21st century

Materials Research

Glow in the Dark matte paint that brushes on to create a luminous effect in the dark up to two hours when fully charged by natural or artificial light. Non Toxic.

Maintenance Plan

Supervision of the artwork, and its possible restoration in a time of approximately 6 months for 1 year we wish to involved members of the community to accompanied and work with us, possible charters school artists who wish to earn community hours.

Journey



Ilian 🞢 velo, Diego Damas, Maria Luisa Parada



Sketches and/or renderings of the proposed concept idea(s) in context within the specific site location.



Don't stop

Walt Whitman (1819-1892)

Do not let the day end without having grown a little, without having been **happy**, without having increased your **dreams**.

Do not let yourself be over comedy by discouragement.

Do not let anyone take away the right to express yourself, which is almost a must.

Do not give up the desire to make your life something **extraordinary**.

Do not stop believing that words and poetry can change the world.

No matter what, our essence is intact.

We are passion-full beings.

Life is a desert and an oasis.

It knocks us down, it hurts us, it teaches us,

It makes us protagonists of our own history.

Although the wind blows against,

The powerful work continues:

You can contribute with one stanza.

Never stop dreaming,

because in dreams man is free.

Do not fall into the worst of errors:

silence.

The majority lives in a scary silence.

Do not resign to yourself Run away.

"I create my screams through the roofs of this world", says the poet.

Appreciates the beauty of simple things.

You can make beautiful poetry about little things,

but we can not row against ourselves.

That transforms life into hell.

Enjoy the panic that causes you the life you have ahead.

Live it intensely, without mediocrity

Think that the future is in you

and face that task with pride and with no fear.

Learn from those who can teach you.

The experiences of those who preceded us, of our "dead poets",

they help you walk through life

Today's society is us: The "living poets".

Do not let life happen to you without you living it ...

Using texts and images with fluorescent paint to intervene a journey on foot or bicycle, creates a metaphor of a journey through literature.

We selected phrases from writer and poet Walt Withman which will be interspersed with images of the indigenous fauna of South Florida. These species are ones that we constantly cohabit with and must create social and ecological responsibility to as citizens.

The route is fragmented into geometric forms, which will create stations of permanence and rhythm. It will hint at the aesthetics of video games by transforming the linear path into a spatial expectation. The fragmentation of the route also generates savings in paint material to be able to cover the 25 miles required.

The Idea is a tribute to a was an American poet, essayist, journalist and humanist, Walt Withman he was a part of the transition between transcendentalism and realism, incorporating both views in his works.

Likewise is a tribute to Journey rock band (Don't stop belivin') which in 2009 became the top-selling track in iTunes history among songs not released in the 21st century

GLAC ST	UDIO			
	Project Budget			
	Item	Description	Total	
1	Materials	Paint, Brushes, gloves, masks, etc	\$	10,000.00
2	Design	Design and formats, templates	\$	3,200.00
3	Installation	Installers	\$	3,000.00
4	Artists Fees	Professionals fees	\$	4,300.00
5	Mantenience	* materials & personals	\$	2,000.00
			\$	22,500.00

Do not hesitate to contact us for further information

glacstudioteam@gmail.com www.glacsystem.com

+13059882469



Project

Project Director María Luisa Parada

glacstudioteam@gmail.com

Phone: +1305- 9882469

	Item	Description	Total
1	Materials	Paint, Brushes, gloves, masks, etc	\$ 10,000.00
2	Design	Design and formats, templates	\$ 3,200.00
3	Installation	Installers	\$ 3,000.00
4	Artists Fees	Profesionals fees	\$ 4,300.00
5	Mantenience	* materials & personals	\$ 2,000.00
			\$ 22,500.00



Artist Proposal #9 Deon Rubi

Submitted by Lucila Garcia de Onrubia



Deon Rubi, born Buenos Aires, 1986, lives and works in Miami, Fl. Rubi studied Communication in Visual Arts at FIU (Miami) and at the Universidad del Cine (Bs.As.). Her work exists between art and design and centers around creating sculptural objects. Streamlined and elegant, her designs juxtapose thoughtful construction and raw materials to create multi-faceted objects imbued with formal dualities. Deon Rubi works away from medium, believing in an aesthetic approach that enables her to apply her singular modus operandi to new materials and projects. Taking conflicting styles and decanting them into a unified work of art, the work is a convergence of her many influences, including the Arts Decoratif style, Japanese craftwork, and the Modernist movement. Deon Rubi's work has been shown in art and design galleries since 2015. Select solo exhibitions include Love Always (Miami Center for Architecture and Design), 13 (Tile Blush Gallery) and X, X, X (Bas Fisher Invitational). Selected group exhibitions include QTS#1 (Chamber Projects), Gain (Central Fine Gallery) and Design/ Miami (Tile Blush).

CV

2019

The Very Near / Tile Blush Gallery / December / Design/Miami
13 / Solo Show / Tile Blush Gallery / November / Miami
Caribbean Village / Art in Public Places \$50,000 Commission / December / Miami
All That is Solid / Placeholder & Ground Control / July / Miami
Arsht Center / Art in Public Places Commission / Miami (pending)
Book Cover and Art Installation / De Beers Jewelry Company / April / Bal Harbour
The Body as a Centerpiece / Supplement Projects / March / Miami

2018

Quick Tiny Shows / Chamber Gallery / December / Buenos Aires X, X, X / Bas Fisher Invitational / September / Miami Return of the Living Dudd / Jonald Dudd / May / NYC

2017


69 / Relative / December / Miami
Design Social / Relative / October / Miami
Show Mein / Jonald Dudd / Spring Break Art Fair / May / NYC

2016

Under the Endless Sky / Giovanni Beltran / December / Design/Miami
Primitive Hut / Giovanni Beltran / May / Miami
EGOT / Design Pub / May / Miami
Intersectionality / MOCA / June / Miami

2015

Nun / Littlest Sister Art Fair / Spinello Projects / December / Miami G A I N: Group Show / CENTRAL FINE GALLERY / October / Miami Love Always, / Solo Show at MCAD / March / Miami Spring Fling / Locust Projects / May / Miami











Rubi, Deon

Narrative

For the Miami Lakes Pedestrian and Bike path, I propose taking inspiration from the natural surroundings of the trail. Miami Lakes and South Florida both boast a tropical lush landscape full of foliage and water features. In my proposal, people will walk and bike down a glowing path reflecting and highlighting one of South Florida's best features, nature. The first concept I propose is a path of glowing shady palm fronds against a starry sky. Monstera leaves, saw palms, ibises, and birds of paradise can also make appearances, highlighting local flora and fauna. The second concept presents another aspect of South Florida, water. Waves flow through the trail, creating a glowing water-world where one could find the occasional marine life, such as shells, manatees, turtles, and alligators. Both concepts can be easily achieved through custom made reusable stencils, used to create a pattern down the quarter-mile path. These motifs will be designed specifically for the trail and abstracted in a way to highlight their recognizable qualities yet maintain an artistic edge.

Materials Research

I recommend using ULTRA SUPER-LUMINOSITY AGT™ encapsulated Fine Glow Sand or AGT™ SUPER-LUMINOSITY ULTRA Glow Stones, depending on the condition of the path and whether it needs to be repaved. This material is specifically designed for bike paths and pedestrian walkways in city green spaces. They feature a very high luminosity and long glow duration of 8-12 hours with eight minutes of direct sunlight charge. They can be used integrally in concrete, overlays, stuccos or grouts, combined into sealers and GFRC spray mixes and are available in multiple colors.

Maintenance Plan

The above mentioned products have a guaranteed lifespan of 20 years, with little maintenance, and can be pressure washed if needed.

Miami Lakes MiGLo Walk and Bike Path

Concepts

Concept 1 - Flora and Fauna



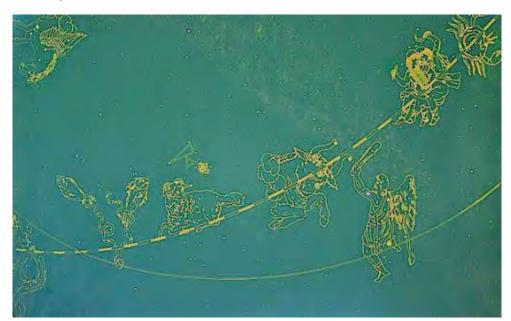


Concept 2 - Water and Marine Life





Inspiration



Clockwise from Top: Grand Central Station Ceiling & Mythology, South Florida history, Japanese patterned fabrics, South Florida's decorative architecture depicting nature.







MiGlo Working Budget	Deon Rubi
Materials & Installation	\$15,500.00
Design	\$1,500.00
Artist Fee	\$4,000.00
Documentation	\$500.00
Contingency	\$1,000.00
Total	\$22,500.00



Artist Proposal #10 Gloria Porcella -Erika Calesini

ERIKA CALESINI

Erika Calesini was born in Morciano di Romagna, Italy, in 1974. Driven by her great passion for fashion, she graduated from "Istituto Statale d'Arte, *F. Mengaroni*" in Pesaro, specializing in "Fashion and Costume Design". Then, she continued her studies at "Istituto Secoli", in Bologna, becoming a Fashion Designer. In 1994 she started to collaborate with prestigious fashion and design companies, until she decided to create her own clothing and fashion accessories brand called "Accessori di Erika", sold in the most famous stores in Italy.

In 2005, with the help of her father, who was an ironsmith, she tried to bend iron with the intention of making sense of this material, giving it a new soul. A creation can be considered a work of art when it gives rise to an emotion. That's when the work of art" *Albero di luce*" was born.

Erika Calesini will reinvent her artistic path choosing art as a starting point to show her creative spirit. Since the beginning of her career, the artist receives her first recognition for her work, organizing collective and personal exhibitions at galleries, museums, private and public areas. Erika Calesini not only considers art like a pure expression of her mind, but commitment, research and recycle, the base to create works of art made of sentiment and passion, with a devoted care for sustainability.

The Art of "creative recycling" between irony and environmental sensitivity.

She comes to do art residences in Miami for Gloria Porcella who lives in Miami Florida.

GLORIA PORCELLA

was born and raised in Rome, and then attended San Diego State University and University of California San Diego. Following university, Gloria interned for Sotheby's on New Bond street in London from 1995 to 1997 in the Impressionist and Modern Art Department In 1997, she returned to Rome to stage her first exhibition at Galleria Ca' d'Oro. She quickly became a prominent figure in the Italian art world, serving as a Councilor of Cultural Commission, Head of the Cultural Center in Rome, and as an advisor to the Ministry of the Environment in Italy. Gloria has staged exhibitions at the European Parliament of Brussels for Italian artist Giorgio de Chirico and is the European curator for American artist Seward Johnson.

Gloria expanded her work to Miami in 2010 where she lives now and she works with Erika Calesini in exclusive and where she began curating exhibitions linking Italian art with the United States. She recently opened her newest space in New York City in Chelsea in 2014. She works in public art projects around the world and has staged shows in Berlin, Gstaad, Hannover, Milan, Monte Carlo, Palermo, Rome, Sardinia, Siracusa, and Turin.











Gloria Porcella - Erika Calesini

Narrative

QUIET IN THE NIGHT To create this cycle path I was inspired by the calm that causes the night .. Being an artist, I love creating my works of art during the night as it is at that moment that my mind calms down and manages to create wonderful things .. I love the night when the sky merges with the earth and the stars inhabit it. I thought of combining the calm of the night with a very bright starry sky and exploiting the fluorescence of colors I recreated an open-air dream in the night. The sky going down and the wheels of the bike merge with each other creating harmony ...

Materials Research

BOTH ITALIAN PRODUCTS by GOBBETTO DEGA ALFA (A+B) Transparent, twocomponent resin treatment. DESCRIPTION: modified synthetic two-component resin, transparent and solvent-free, excellent resistance to scratching, wear, and water. USES: protect and cover different surfaces with a wet effect. Excellent for the protection of DEGA line floors. Suitable for homes, shops, exhibition spaces, etc. Also indicated for outdoor surfaces or in contact with water; such as terraces, swimming pools, showers, etc. APPLICATION: The mixing ratio is 1 to 0.4 (ex. 1000gr part A; 400gr part B). Mix before use, apply with a paint roller, brush or spray. It is advisable to apply 1/2 and wait at least 2-3 h between the 1st and the 2nd layers. TECHNICAL DETAILS: Temperature limit of exercise - 10° C. + 70°C. Least temperature of application +15° C. Out of dust 2 h a 20°C Complete hardening 24 ore a 20°C Specific weight 0,9 Kg./dmc. ca. Colour trasparente Application pennello, rullo o a spruzzo. Surrender for hand 100-150gr/mq. in funzione della porosità del supporto. Stocking 12 months ca. Wrappings Kit da Kg. 1,4 Kit da Kg. 7 Kit da Kg. 14 Mixing ratio 1÷0,4 DEGA BIO LIGHT DESCRIPTION: Dega Biolight is a monocomponent synthetic modified resin, without solvents, nontoxic. The resin bares a color at natural light and maintains it, in different gradations, glowing in the dark releasing the captured energy as phosphorescent light in five colors (green, yellow, red, orange and blue). For artworks exposed in exteriors, a version combined with a catalyst is available, which gives Dega Biolux a better resistance to atmospheric agents. Dega Biolux, thanks to its phosphorescent feature, allows the surface to create decorative and advertising, playful and functional surfaces, ideal for dark or hardly lit ambiance. USE: Ideal to decorate walls, interiors, and different kinds of objects; it can be applied in the construction field and in the furnishing, as well as in many different sectors, e.g. advertising, APPLICATION: The product is monocomponent, ready for use. Mix well before using, apply through a roll, brush or spray. It's suggested to apply 2/3 hands at 2/3hours distance from each hand. TECHNICAL DATA: The limit temperature of use -10°C; +70°C Minimum application temperature +15° C Dustfree About 30min. at 20°C Total hardening 18 hours Specific weight About 0,9 Kg/dmc Colour various Application Roll, brush or spray Render for each hand 100-150gr/sqm depending on porosity of the ground Stocking About 12 months Boxes Cans of 1 kg -5 kg -10 Kg

Maintenance Plan

AP/10 Cleaning product. DESCRIPTION: Non-toxic and biodegradable cleaning agents. AP 10 quickly acts emulsifying and dispersing dirt and grease.EMPLOYMENTS: the products are suitable to clean floorings and coatings. Detergent AP 10 is suitable to clean resin floorings. APPLICATION: Apply the products on the surfaces to be treated with a humid cloth. Let react a few minutes if necessary then rinse. TECHNICAL DETAILS: The values indicated mean test averages. What indicated the method of use and the results obtainable with our product correspond to our experiences, without however constituting our use and responsibility. Therefore, the sale of our product is not covered by a guarantee with regard to application and is carried out with the understanding that the user will determine the suitability. Gobbetto srl - Via Carroccio, 16 - 20123 Milano, Italy C.C.I.A.A Milano n. 991513 tel. +39 02 8322269 fax +39 02 89404269 Iscriz. n. 182471Trib. di Milano gobbetto@gobbetto.com www.gobbetto.com C.F. e Part. Iva 04018090151 Surrender dilution ratio in water from 5% to 10% Wrappings lt. 1 – lt. 5 – lt. 10





TEXTURE

Budget for Quiet in The Night

Price for Material

Preparation of surface with "Dega Plastic" blue (Not fluorescent)

€ 4,00/mq. x mq. 1.500

€ 6.000,00

Design with resin Dega Monosint Biolight Gialla (fluorescent)

€ 10,00/mq. prezzo medio x mq. 1.500 € 15.000,00

€ 21.000,00 circa \$21,000.00 TOTAL

Installation and Artist Fee \$ 8,000.00



Artist Proposal #11 Elaine Defibaugh

Elaine R Defibaugh

www.elainedefibaugh.com elaine@elainedefibaugh.com

(585)281-6424

	(303)201-0424
EDUCATION	
1987-89	Rochester Institute of Technology-MFA
1986	Yale University Summer School of Art & Music Norfolk
1984-87	Texas A&M Commerce-BFA
AWARD	
2018	Florida Opportunity Award
2013	Pollock-Krasner Foundation Artist Grant
2011	Pollock-Krasner Foundation Artist Grant
2008	Artist Grant-Constance Saltonstall Foundation for the Arts SOS Grant, Arts & Cultural Council for Greater Rochester
2010-2006	Chashama Subsidized Studio Space Program, New York, NY
2003	Arts & Cultural Council for Greater Rochester, Rochester, NY
2001-1996	5 SOS Grants, Arts & Cultural Council for Greater Rochester
1990	Patron Print for Memorial Art Gallery, Rochester, NY Rochester Framing Award-Finger Lakes Exhibition, Rochester, NY
1988	Joyce & Bob Jones Award, Faber Birren Color Award Show Purchase Prize Award, Allan Priebe, The University of Wisconsin
1986	The Ellen Battell Stoeckel Fellowship, Yale University Summer School of Art & Music, Norfolk, CT
ARTIST RESIDI	ENCIES
2018	Eileen Kaminsky Foundation, Artist Residency, Newark, NJ
	Biennal, Arts & Culture Center, Hollywood, FL
2015	Deering Estate, Artist Residency, Miami, FL
2012	CeRRCA/A.I.R. Casamarles, Catalina, Spain
	Brush Creek Arts Foundation, Saratoga, WY
2010	Fountainhead Residency, Miami, FL
2005-2003	Jentel Arts Foundation-Artist in Residency Program, Banner, WY
1990	Yaddo-Artist in Residency, Saratoga, NY
SOLO EXHIBIT	IONS
2020	Coconut Grove Art Festival Gallery, Coconut Grove, FL
2018	Frost Museum of Science, Miami, FL-Curator-Kevin Arrow
2016	Yasher Gallery, Brooklyn, NY
8	Gallery, Miami, FL
2014	Laguardia Community College, LIC, NY-Curator-Cris Cristafaro
2013 Art &	Culture Center of Hollywood, Hollywood, FL-Curator-Jane Hart
2012	l'espai de' art Les Quintanes, Barcelona, Spain-Curator-Pau Cata
2011	Pensacola State College, Anna Lamar Switzer Center, Pensacola Illumination Exhibition, Bottle Works, Johnstown, PA
2010	Gallery ID, Miami, FL

	Franklin 54 Projects, New York, NY
	Harlem School of the Arts, Harlem, NY-Curator-Adarsh Alphons
2008	Franklin 54 Gallery, New York, NY
	Casper College, Casper Wyoming
	Rockefeller University, New York, NY-Curator-Jennifer Groves
	Southwest Minnesota State University Art Museum, Marshall, MN-
	Curator-Edward Evans
2007	Jamestown Community College, Weeks Gallery, Jamestown, NY
	Curator-James Colby
	Chashama-Harlem Gallery, New York, NY-Curator-Janusz Jaworski
2002	Rush Library, Rush, NY,
2001	Gallery R, Rochester Institute of Technology, Rochester, NY
	Texas Tech University, Lubbock, TX-Curator-Jane Bell
1998	Hobart William & Smith College, Geneva, NY
1996	Beall Park Arts Center, Bozeman, MT
	Butler Institute of American Art, Youngstown, OH
1991	Cell Gallery, Writers & Books, Rochester, NY
1990	Pyramid Arts Center, Rochester, NY
GPOLII	P SHOWS
2019	"Woman of Vision", DORCAM, Doral, FL
2019	RCS, Swampspace, Miami, FL
	Biscayne Bay Show, Miami Art Society Center, Miami, FL
2018	Art & Culture Center, Hollywood, FL-Biennal
2017	Gwanaghwamun International Art Festival, Seoul, Rep of Korea
2016	Fresh Out of Storage, New York, NY-Curator-Ariela Kader
2015	Opa-locka Art Center, 4 Woman Exhibtion, Miami, FL-Ludlow Bailey
2015	Deering Estate, Festival of the Arts, Miami, FL-Kim Yantis
	Hollywood Art & Culture Center, Abracadabra, FL
2014	Manifest Destiny, Little Haiti Cultural Center, Miami FL-Marie Vickles
	Art & Culture Center of Hollywood, Hollywood, FL, Abracadabra
2013	Art & Culture Center of Hollywood, Hollywood, FL, Abracadabra
2012	Institute Cultura, Llorenc del Penedes, Catalunya
2010	Art Works Johnstown, Illumination Exhibition, Johnstown, PA
	Torrance Art Museum, Torrance, CA-Curator-Max Presneill
2010	Rochester Contemporary Art, Rochester, NY-Curator-Blue Cease
2008	Affordable Art Fair, New York City
2008	A.I.R. Gallery, Generations 6, New York City
	Delavan Gallery, Syracuse, NY
2007	Affordable Art Fair, New York City
	Bridge Art Fair, Chicago
2006	Franklin 54 Gallery, New York, NY
2005	Albright Knox-Members Gallery, Buffalo, NY
	Franklin 54 Gallery, New York, NY
2001	Gallery R, Rochester Institute of Technology, Rochester, NY
2000	Albright Knox-Members Gallery, Buffalo, NY
	Butler Institute of American Art-Mid-Year, Youngstown, OH
1999	Albright Knox-Members Gallery, Buffalo, NY

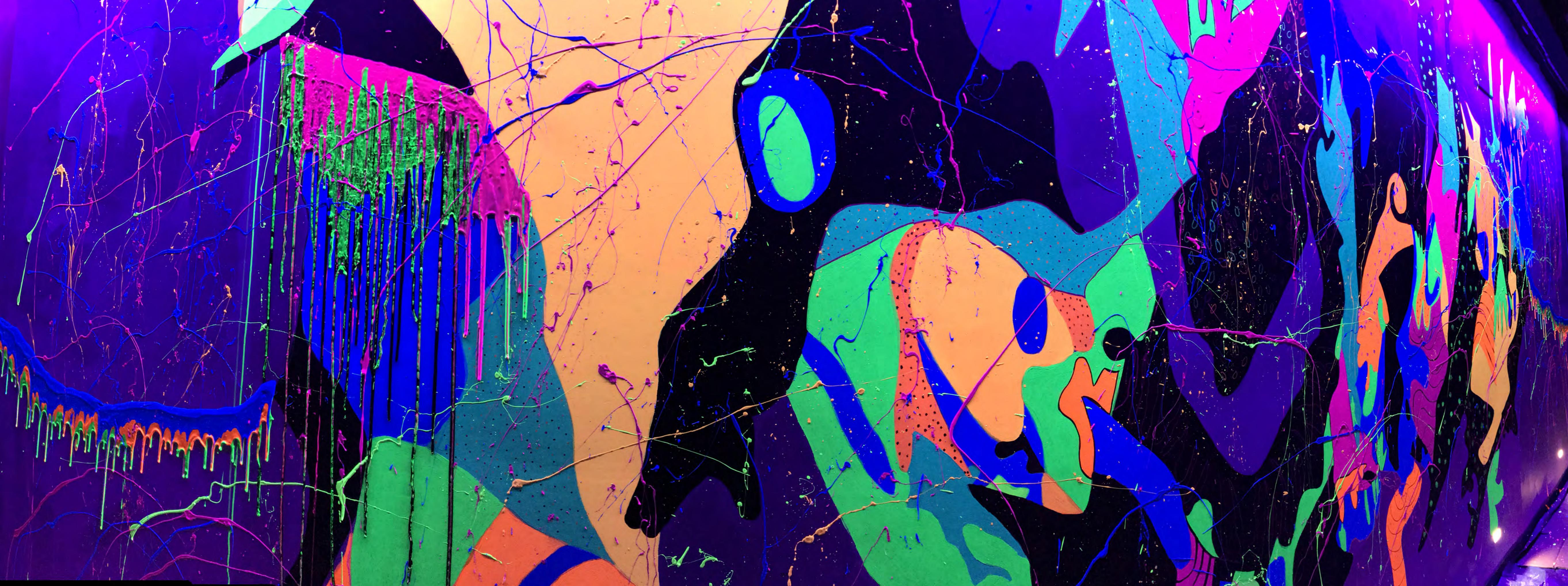
1997	Butler Institute of American Art- Mid-Year, Youngstown, OH Albright Knox-Members Gallery, Buffalo, NY
1996	55th Rochester Finger Lakes Exhibition, Memorial Art Gallery Albright Knox-Members Gallery, Buffalo, NY
	Everson Museum of Art, Biennial, Syracuse, NY-Curator-Tom Piche
1995	Memorial Art Gallery-Recent Acquisitions by Women Artists
	Albright Knox-Members Gallery, Buffalo, NY
	Butler Institute of American Art-Mid-Year, Youngstown, OH
1994	Butler Institute of American Art, Mid-Year, Youngstown, OH
	Hallwalls Contemporary Art, Buffalo, NY
1993	Bevier Gallery, Rochester Institute of Technology, Rochester, NY
	Albright Knox-The Members Gallery, Buffalo, NY
1992	Anderson Gallery, Buffalo, NY
1990	49th Rochester Finger Lakes Exhibition, Memorial Art Gallery
1989	Graduate Thesis Show, Bevier Gallery, RIT
	48th Rochester Finger Lakes Exhibition, Memorial Art Gallery
1988	San Diego Art Institute, 34th Annual, San Diego, CA
	8th Annual Faber Birren Color Award Show, Stamford, CT
	University of Wisconsin Oshkosh, MFA Annual Drawing, Oshkosh.

PERMANENT COLLECTIONS

2018	Eileen Kaminsky
2017	The Waskowmium, Burlington, VT
2010	Kathryn & Dan Mikesell, Fountainhead Residency, Miami, FL
2008	Buffalo Bill Historical Center, Cody, WY, Curator-Mindy Besaw
2004	The Elizabeth Collection, Rochester, NY
1998	SUNY Brockport College, Brockport, NY
1998	Jewish Home foundation, Rochester, NY-Curator-Deborah Ronnen
1996	Butler Institute of American Art, Youngstown, OH
1990	Memorial Art Gallery-Patron Print
1989	RIT/Wallace Memorial Library, Rochester, NY
1988	Allan Priebe Gallery, The University of Wisconsin, Oshkosh, WI

BIOGRAPHY: Elaine Defibaugh, born in New Castle, PA. Solo Exhibitions include, Frost Museum of Science, Yasher Gallery, Brooklyn, NY, & Gallery, Miami, FL, Laguardia Community College, LIC, NY, Pyramid Studio Gallery, Miami, FL, Art & Culture Center of Hollywood, Hollywood, FL, L'espai de'art Les Quintanes, Barcelona, Spain, Pensacola State College, Pensacola, FL, Gallery ID, Miami, FL, Franklin 54 Gallery, New York, NY, Casper College, Casper, WY, Rockefeller University, NY, NY, Southwest Minnesota State University, Marshall, MN, Jamestown Community College, Weeks Gallery, Jamestown, NY, Chashama-Harlem Gallery, New York, NY, Biscayne Institute, Miami, Florida, Rush Library, Rush, NY, Gallery R, Rochester Institute of Technology, Rochester, NY, Texas Tech University, "Day of the Dead", Lubbock, TX, Hobart William & Smith College, Geneva, NY, Beall Park Arts Center, Bozeman, MT, Butler Institute of American Art, Youngstown, OH, Cell Gallery, Writers & Books, Rochester, NY, Pyramid Arts Center, Rochester, NY. Elaine is a 2x recipient of the Pollock-Krasner Grant and has been invited to numerous artist residencies, including, Eileen Kaminsky Foundation, Yaddo, Vermont

Studio Center, Jentel Arts Foundation, RAID, CeRRCA Llorenc Del Penedes, Brush Creek Arts Foundation, Fountainhead & Deering Estate. You will find Elaine's work in collections such as the Buffalo Bill Historical Center of Cody, Butler Institute of American Art, Kathryn & Dan Mikesell, Elizabeth Collection, Everson Museum, Jewish Homes of Rochester, and various private collectors nationally & Internationally.











Elaine Defibaugh

Narrative

My proposed project is to consider this .25 mile trail as my canyas. I will use the 3 colors available with my product, which is yellow, green and white. I will over lap continuous line patterns painting directly from the natural environment on the trail. For example, if there are shadows of trees being cast onto the trail they will become part of the design. I'll execute this by attaching my paint brush to a stick and manually painting down the interweaving lines onto the bike and walking trail. I'll start with one color and when there is no more left of that color in the pan I'm working from then I will continue with another color. This will be created instantaneity from my experiences in that natural environment. The concept visuals that I've attached are from previous line works done in this style so you can get an idea of my vision. The title of this piece is "Arrhythimiaville" and the difference from this painting and what I will create on the trails is that the black lines will be in the luminous colors and not black. Let me be clear, I'm choosing to create this on site and from my response to what I'm experiencing. This is who I am as an artist and this is what will make this bike/walking trail very unique. I'm totally confident in my ideas, creative process, materials research and my execution. You might consider this an action linear painting that will light up the path transforming the experiences of the trail users. Before I begin a painting a take a large mural size canvas outside and put it on the ground and trace the shadows of trees as well as including contour drawings from the natural environment. This process has been part of my work since 2003.

Materials Research

The materials that I will use is produced by Allure Glow USA in California. I fill that its the right product for my proposed project. I've conducted a thorough research and this is the only paint that will withstand the elements and should last for up to 20 years. It is intended for highway markets. It will also offer the fluidity that I need for the execution of my design. PHOTOLUMINESCENT/GLOW IN THE DARK ROAD & LINE MARKING SAFETY GLOW PAINT GALLON.

Maintenance Plan

According to the materials guidelines maintenance isn't necessary. This paint is meant to withstand the elements on highways and is said to last to up to 20 years.



Budget

1) Materials	\$7,000
2) Design	\$2,500
3) Installation	\$4,000
4) Artist Fee	\$8,500
5) Maintenance	NA

Total \$22,000



Artist Proposal #12 Priscilla Aleman

Priscilla S. Aleman

8442 NW 166 Terrace, Miami Lakes, FL. 33016 Cell: (786) 385-2553

alemanpriscilla@gmail.com www.priscilla-aleman.com

Education:

2019	MFA, Columbia University, New York, NY	
2013	BFA, The Cooper Union Advancement in Science and Art, NY	
2009	Design and Architecture Senior High, Miami, FL	
Solo E	xhibitions:	
2020	Origins of Devotion, Wavehill Sunroom Project Space, Bronx, NY	
2013	Free Standing, Senior Thesis Show, The Cooper Union, NY	
Group Exhibitions:		
2019	Columbia MFA Thesis Exhibition, Lenfest Center for the Arts, NY	
2018	Young Arts Alumni Exhibition, Education as the Practice of Freedom, Miami FL	
	Columbia Student's First Year Show, Wallach Gallery, NY	
	Columbia Student Summer Show, Times Square, NY	
2017	Platform 450, The Deering Estate, Miami, FL	
2015	Do We Ever Really Touch, VCU Summer Studio Program, Richmond, VA	
2014	Circling Towards a Disciplinary Chora, Arts Letters and Numbers, NY	
2013	The Menschel Fellowship Exhibition, The Cooper Union, New York, NY	
2010	Cooper Union Showcase, The Cooper Union, New York, NY	
2009	Smithsonian American Art Museum, Washington D C (Presidential Scholars)	

In the Studio National Foundation for the Arts, Affirmation Arts, NY

Rush Philanthropic Arts Foundation Russell Simmons and Danny Simmons, FL

Jackie Hinchey-Sipes Gallery Design District, Miami Florida

Rush Arts Gallery and Resource Center in New York City's Chelsea Arts District

Baryshnikov Arts Center, New York (BAC) sculptures

The Margulies Collection (sculptures) Wynwood Art District, Miami, FL

Scholastics Art Awards, Miami Art Museum, Miami, FL

Tampa Bay Performing Arts Center, Florida from the Foundation of Education in Washington

D.C.

2008 Latino Art Beat, City of Miami and U.S. Department of Education in Washington D.C.

2007 Scholastic Art Awards, The Miami Art Museum, Miami, FL

Permanent Collections:

2020 Montgomery Botanical Center, Miami, FL

2019 WheatonArts Museum of American Glass, Millvillle, NJ

Residencies:

2019 Creative Glass Fellowship at WheatonArts, Millville, NJ

2018 Mildred's Lane, Lillie Archaeology Session, PA

2017 Fountain Head Studio Residency Program, Miami, FL

2015 VCU Summer Studio Program, Richmond, VA

2013- Arts Letters and Numbers residency program, Averill Park, NY

Awards/Scholarships: 2020 AIM Fellowship, The Bronx Museum, Bronx, NY 2019 Artist Fellowship, WaveHill Sunroom Project Space, NY 2019 The Dean Travel Grant (Iceland), Columbia University, NY 2018 The Dean Travel Grant (Mexico), Columbia University, NY Columbia Student Residency Grant, Columbia University, NY 2012 The Benjamin Menschel Fellowship Program, Cooper Union, NY 2009 Presidential Scholar Finalist, Washington D.C National Foundation for the Advancements in the Arts (Young Arts) Miami, FL The Russell Simmons Foundation scholarship 2006 Scholastics Gold key winner in art Nominee for American Vision Scholastics **Professional Experience:** 2020 Public Art Design team, A Social Sculpture, YoungArts, Miami, FL 2019 GreenSchool Educator, New York Botanical Garden, NY 2018 TA Ceramics 2 with JJ Peets, Columbia University, NY TA Sculpture 1 with Jon Kessler, Columbia University, NY 2015-Present Historic Preservation Committee Member, Town of Miami Lakes (Madden's Hammock), FL 2015-2017 Archaeological Technician, Archaeological and Historical Conservancy, Inc. Miami, FL 2015- Temporary Instructor, Miami-Dade County Public Schools, Miami, FL

2017	
2016 2010	Resident Advisor for Young Arts, Miami, FL
2016 2013- 2014	Studio Assistant, Frances Trombly, Miami, FL Teacher Assistant, Streb Lab for Action Mechanics, Brooklyn, NY
2010 2014	Teacher Assistant, Cooper Outreach Program, New York, NY Studio Assistant, Chitra Ganesh, Brooklyn Museum Exhibition, Brooklyn, NY
2009- 2013	Studio Assistant, Wangechi Mutu, Brooklyn, NY
2008- 2015	Art Handler and Intern, The Rubell Family Collection, Miami, FL
2012	Volunteer facial prosthetic fabricator, James J Peters VA Medical Center, Bronx, NY
2008- 2009	Studio Assistant, Wendy Wischer and Frances Trombly, Miami, FL

Artist Biography

Priscilla Aleman graduated from The Cooper Union with her BFA in Sculpture. Upon graduating she continued her art practice in Miami working with archaeologists, while establishing the historic preservation committee in the Town of Miami Lakes. Aleman's work has been exhibited at the Smithsonian American Art Museum, The Baryshnikov Arts Center, The Margulies Collection, The Deering Estate, YoungArts Foundation, among other venues. She has participated as Artist-in-Residence at Mildred's Lane, Wheaton Arts, VCU Summer Studio Program, and has received numerous grants including Columbia University Dean Travel Grant, The Benjamin Menschel Fellowship, the U.S. Presidential Scholar Program and is a Columbia University MFA alumnus.













Priscilla Aleman

Narrative

In my art practice, I research the correlation between the natural environment and the formation of communities. My training in archaeology influences my methodology for creating sculpture installations, enabling me to conduct an intimate investigation of history, nature and culture, and its relationship to a region. I am interested in how our understanding of sacred moves from its original position as a site, into a place with symbolic meaning by investigating devotional artifacts, rituals, and agriculture. In my art practice, I construct sculptural effigies. I replicate and invent artifacts for these effigies by collecting from my environment while also utilizing archives and research facilities in archaeology and horticulture. By having an understanding of the landscape's past traditions and its environmental layout, I design my own sanctified landscapes. The sculptures allow me to investigate significant figures and symbols, their transformations, and how these transformations shape our understanding, meaning, and function of an environment. The project titled Native Miami Lakes will be a glow-in-the-dark mural that runs the full length of the bike path. The location of this bike path is significant because it intersects NW 87th Avenue, a road bordering the marked archaeological site Madden's Hammock. I encountered Madden's Hammock when my family first moved to Miami Lakes and I was five years old. Growing up in Miami Lakes, I often ran away to Madden's Hammock for solitude. I was intrigued with the plant life growing along its border and fossils I would find in the construction piles. It became my sacred space. Madden's Hammock deeply influenced me and the themes I deal with in my artwork. I graduated from Columbia University with my MFA in sculpture. Since graduating, I have continued my art practice in Miami, working alongside archaeologist Bob Carr and establishing the Historic Preservation Committee in the Town of Miami Lakes. Since 2015, with the help of Councilmember Collazo and Mayor Cid, I have been working towards the preservation of Madden's Hammock through public outreach, education, and collections display. The formation of this committee is a long-term project towards creating public accessibility for Madden's Hammock that is both ecologically and mindfully preserved. In 2016, I gathered with the Miami Lakes council members, Seminole tribe representatives, County Archaeologist, and the property owner, to begin the conversation about Madden's Hammock's preservation. Because of Madden's Hammock's ecological and archaeological importance, I intend to use South Florida native plant imagery for the bike path, and to reference Madden's Hammock's history to create a glow-in-the-dark narrative. A pattern of dense (native) foliage, and figures engaging with plant life, will create a historic overview that bikers and pedestrians can enjoy as they travel along the path. The tropical and native flora will be arranged in both a systematic and seemingly organic layout throughout the bike path. It will give the cyclists an overview of Miami Lakes' ecological history in chronological order and a deeper understanding of Madden's Hammock's significance. The glow-in-the-dark mural will engage with historic and imagined depictions of Tequesta civilization, the Seminole Green Corn dance, and the evolving landscape of the Miami Lakes community. Examples of native

plant imagery incorporated into the design are wild coffee, saw palmetto, sabal palm, sea-grape trees, gumbo-limbo, along with introduced plant life such as mangos, papaya, ficus trees, black olive trees, coconuts, and other tropical species used in Miami Lakes landscaping.

Materials Research

The Allureglow USA Safety Paint System has been specially formulated to meet Today's Highest and Most Rigid Standards, for Photoluminescent Safety & Egress Products. All of the Paints have been Third Party Tested and meet ASTM Standards for UV Exposure. Impact Resistance, Flexibility, Glow Luminosity, and Adhesion to All Types of Surfaces. All of the AA-Series Paints are Low VOC, 100% Acrylic, Waterbased Formulas. These Paints are Best Applied Using HVLP or Airless Spray Equipment. The Allureglow USA Paint System is made up of Four Components, AA-1000-WP White Primer, AA-2045 Photoluminescent Paints and AA-1000-CC Clear Top Coat & AG-CLA-100 Additive. Allureglow USA Paint are All Considered Non-Hazardous. These Paints also Qualify for LEED Credits, as a result of their LowV.O.C. Formulas. The Allureglow USA range of Paints have been developed to meet the most stringent regulations regarding volatile organic compounds (VOC's). All Allureglow USA Paints are based on water borne 100% acrylic emulsions, and as such exhibit exceptional UV resistance and Weatherability. Allureglow USA Paints have been developed to possess excellent flexibility and hardness that resists cracking or scratching of the coatings when applied to rigid or non-rigid surfaces. Allureglow USA Products have been developed to give both optimum levels of "initial Glow" and very long and bright "Afterglow". The Initial Glow will last 2 hours and After Glow will last anywhere between 8-10 hours.

Maintenance Plan

Traffic dependent glow-in-the-dark road paint will last 5-8 years before touch ups will be needed. Stencils created for this project are reusable. A pressure washing plan may be advisable, for a more pristine photoluminescent effect and depending on traffic and degree of sedimentation.







Line Item	Cost USD	
Personnel		
Artist's fee	\$	3,600.00
Pre-Production, Production, Maintenance Plan		
Materials (Primer, Photolominescene Glow Paint, Top Coat)	\$	8,250.00
Shipping	\$	500.00
Stencils (lasercut Styrene 1/16" sheets)	\$	1,500.00
Maintenance plan (expected 5-year plan prior to retouching)	\$	525.00
Contractor		
Labor + equipment rental (standard HVOP spray gun, PPE)	\$	7,000.00
Contingencies (5% of expenses)	\$	1,125.00
Total	\$	22,500.00



Artist Proposal #13 Monica De Victoria

TM Sisters Studio

169 E Flagler Street #1101 tmsistersstudio@gmail.com 305-303-4916

Monica López De Victoria From: Miami, FL. Born: Gainesville, FL, 1980.

Bachelor of Fine Arts with Art History Minor and Honorary Honors College Degree- Phi Beta Kappa, Florida International University, Miami, FL

Tasha López De Victoria From Miami, FL. Born: Gainesville, FL, 1983. Education: Bachelor of Fine Arts, New World School of the Arts, Miami, FL

Solo Exhibitions:

2019

Ripplings, curated by Angelica Arbelaez, Walgreens Windows by ArtCenter South Florida, Miami Beach, FL

2018

Chromacasting, Bauhaus Foundation, Dessau, Germany

2017

angeles veloces arcanos fugaces, in collaboration with Assume Vivid Astro Focus, Faena Forum, Miami Beach, FL

2015

Electro, in collaboration with Sleeper Speaks, curated by ArtCenter South Florida, Untitled Art Fair, Miami Beach, FL

Star Track, in collaboration with BMW, III Points, Miami, FL

2014

Bounce Room, III Points- Music, Art, Tech Festival, Miami, FL

Join Me In a Land That Knows No End, curated by Paul Amenta, Site Lab Morton Hotel, Grand Rapids, MI

2013

Sky Tidings, curated by Omar Lopez Chahoud, Untitled Art Fair, Miami Beach, FL

Galaxy, Samsung Galaxy Gallery, III Points- Music, Art, Tech Festival, Miami, FL

Prismavolt, David Castillo Gallery, Miami, FL

2009

WHIRL CRASH GO!, Locust Projects, Miami, FL

(((sparks))), Hedreen Gallery at Seattle University, Seattle, WA

IDEALTONIGHT, Hollywood Art and Culture Center, Hollywood, FL

2005

Electric Lights from Such Great Heights, Rocket Projects, Miami, FL

2002

The Unidentical Not Twin Sisters' Show, Tessie Franzblau Gallery, North Miami, FL

Selected Group Exhibitions:

2019

Collab 6, Mana Contemporary, Miami, FL

White Magic City, Gwangju Media Art Festival, Asia Culture Center, Gwangju, South Korea Facing the Flat World, Goyang International Artist Residency, Museum of Modern and Contemporary Art in Korea, Seoul, South Korea

Interactive Playhouse, curated by Jennifer Clay, Interactive Initiative, Ft. Lauderdale, FL 2018

Haus Gropius || Zeitgenössisch, Bauhaus Artist Residency exhibition, Dessau, Germany ABMB Artist Studio, Dupont Building, Miami, FL

This is Normal, curated by HOXXOH, Aqua Art Fair, SuperChief Gallery, Miami, FL

Disruptive Female, curated by Rochi Llaneza, Collective 62 & Pinecrest Gardens, Miami, FL **2015**

100+ Degrees in the Shade, curated by Jane Hart, Miami Design District, FL

2014

Join Me In a Land That Knows No End, Miami, David Castillo Gallery PopUp, Miami Beach, FL ABMB Artist Studio, Downtown Art House, Miami, FL

Amerika, David Castillo Gallery, Miami Beach, FL

2013

ABMB Artist Studio, Downtown Art House, Miami, FL

I Think It's In My Head, curated exhibition at Girls' Club, Ft.Lauderdale, FL

2012

ABMB Artist Studio, Downtown Art House, Miami, FL

Croc Vibrations, Lacoste Flagship Store, Miami, FL

Lightness, Being, curated by Trong Nygon, Gallery Brooklyn, Brooklyn, NY

Artopia, Villa 221, Miami, FL

Shimmer, Miami Made, Adrianne Arsch Center for Performing Artis, Miami, FL

2011

Four Minutes, ThirtyThree Second, curated by Omar Lopez-Chahoud, LegalArt, Miami, FL Party Animals, Royal/T Gallery, Los Angeles, CA

2010 Cultural Consortium Recipients, Frost Museum, Miami, FL

Call and Response, Hamiltonian Gallery, Washington, DC

2010

Good N' Plenty, ArtCenter/South Florida, Miami, FL

Heart Happening, Margulies Collection, Miami, FL

New Works Miami, Miami Art Museum, Miami, FL

Sam's Book of Martyrs, Gallery, New York City, NY

Friends of Friends, Salt Lake City, UT

Aesthetics & Values, Frost Art Museum, Miami, FL

2009

Hot + Cold: Last Zine, Baer Ridgway Exhibitions, San Fransisco, CA

Optic Nerve XI, Museum of Contemporary Art, North Miami, FL

Portland Documentary and Experimental Film Festival, Clinton Street Theater, Portland, OR Bum Equipment, curated by Peter Burr, Gallery Homeland, Portland, OR

5 Year Anniversary, curated by Mia Nelson, Drake Hotel, Toronto, Canada

Confection, curated by Pres Rodriguez, O.H.W.O.W., Miami, FL

2008

Its Only Rock and Roll, curated by Jane Hart, ArtMbassy Berlin/Rome, Scope Art Fair, Miami, FL

Southern Gothic Now, curated by Clayton Colvin, Space 301, Mobile, AL

DREAM(land), curated by Annie Wharton, Los Angeles, CA

SCA3RAW, organized by Deborah Lovely, Society of Contemporary Art at the Art Institute of Chicago, Chicago, IL

2007

GEISAI Miami, organized by Takashi Murakami and Kaikai Kiki, juried by Tom Eccles, Massimiliano Gioni, Carol Kino, Lin Lougheed, & Watler Robinson, SoHo Studios, Miami, FL

Miami Contemporary Artists: Creating a Scene, curated by Gean Moreno, Freedom Tower, Miami, FL

The Ball of Artists, organized by Richard Massey and Robert Chambers, Vizcaya Museum and Gardens, Miami, FL

Material World, curated by Scott Murray, 2020 Gallery, Miami, FL

PERFORMA 07, organized by Roselee Goldberg, curated by Benjamin Weil and Silvia Cubina, Artists Space, New York, NY

Undertow, curated by Sibel Kocabasi and Alvaro Pereyra, Mimar Sinan University College of Fine Arts, Istanbul, Turkey

Revolt & Revere, curated by Jane Hart, ArtCenter South Florida, Miami, FL

Hurricane Projects: Outbursts of Energy, curated by Silvia Cubina, Moore Space, Miami, FL Art Club, curated by Susan Gesheidle, Gesheidle Gallery, Chicago, IL

Confluence: A Collaboration, curated by Bhakti Baxter and Jason Hedges, Fred Snitzer Gallery, Miami, FL

Uncertain States of America: American Art in the 3rd Millennium, curated by Hans Ulrich Obrist, Gunnar B. Kvaran, and Daniel Birnbaum, Warsaw, Poland; Herning, Denmark; Serignan, France; Prague, Czech Republic

Second Moscow Biennale of Contemporary Art, curated by Joseph Backstein, Daniel Birnbaum, Iaroslava, Nicolas Bourriaud, Gunnar B. Kvaran, Rosa Martinez, Hans Ulrich Obrist, and Fuliya Erdemci, TSUM, Moscow, Russia

Artists Books: Transgression/Excess and Paralipomena, curated by Dirk Meinzer, Space Other, Boston, MA

2006

MultiUser Knowledge Space[s], curated by Kerstin Niemann, Van Abbemuseum, Eindhoven, Netherlands

Uncertain States of America: American Art in the 3rd Millennium, curated by Hans Ulrich Obrist, Gunnar B. Kvaran, and Daniel Birnbaum, Reykjavik Art Museum, Reykjavik, Iceland

Milwaukee International Art Fair, Locust Projects curated by Claire Brukel, Milwaukee, WI

Optic Nerve VIII, curated by Bonnie Clearwater, Museum of Contemporary Art North Miami, FL Uncertain States of America: American Art in the 3rd Millennium, curated by Hans Ulrich

Obrist, Gunnar B. Kvaran, and Daniel Birnbaum, Serpentine Gallery, London, England *The Inside Game*, curated by Joel Leib, Portland Art Center, Portland, OR

Champagne, curated by Jose Carlos Diaz, Stealtharts, Birmingham, AL

Wonder Twin Powers, Activate!, curated by Jose Carlos Diaz, Gesheidle Gallery, Chicago, IL Uncertain States of America: American Art in the 3rd Millennium, curated by Hans Ulrich Obrist, Gunnar B. Kvaran, and Daniel Birnbaum, Center for Curatorial Studies, Bard College, AnnandaleonHudson, NY

Notes from the Underground What's Up in Miami, curated by Jose Carlos Diaz, Drake Hotel, Toronto, Canada

Champagne, curated by Jose Carlos Diaz, New Chinatown Barbershop Gallery, Los Angeles, CA

EPISODEN und FRAGMENTE, Visualisierung gemeinschaftlicher Beteligungsformen, curated by Kirsten Niemann, Filter Gallery, Hamburg, Germany

D.E.M.O.N.S. To Diamonds, Locust Projects, Miami, FL

Artist as Reconciler, curated by James Elaine and Makoto Fujimura, Great Hall Gallery, New York, NY

2005

Uncertain States of America: American Art in the 3rd Millennium, curated by Hans Ulrich Obrist, Gunnar B. Kvaran, and Daniel Birnbaum, Astrup Fearnley Museum of Modern Art, Oslo, Norway

For Everyone and No One, Museum of Contemporary Art, North Miami, FL

Co Operate, curated by Bhakti Baxter and Jason Hedges, Bas/Fisher Invitational, Miami, FL Flight, curated by Nikki Beem, Miami Light Project, Miami, FL

Sunshine All the Time, curated by Abner Nolan, Mezzanine Gallery, San Francisco, CA 555, I/O, Miami, FL

2004

Button Brigade, Art Basel Miami Beach, FL

The Last Show, The House, Miami, FL

Ten Years, curated by Jenna Balfe, Collins Building, Miami, FL

2003

Fresh Video, curated by DonnaMarie Baptiste and Nina Arias, Rocket Projects, Miami, FL Front and Center, The Box, Miami, FL

I Love Miami, curated by Jessica López, Gen Art, Miami, FL

Side Slide, curated by Matthew Chambers, Wynwood, FL

Bubble, Bubble, Boil...A Miami Visual Stew, MiamiDade Main Library, Miami, FL

Manifest Destiny, curated by Anat Ebgi, The Madonna Building, Miami, FL

2002

4 @ 924, ArtCenter South Florida, Miami Beach, FL

Miami in San Francisco, Artist's Television Access, San Francisco, CA

Electric Design Disasters, curated by Nancy Garcia, PS742, Little Havana, FL

2001

Beatles Tribute, Revolver, Miami, FL

United Artists, Green Door Gallery, Miami, FL

Fandango Mob Soiree, A.D. Doug Barnes, Miami, FL

Not a Commodity, curated by Fredric Snitzer, ArtCenter South Florida, Miami Beach, FL Emerging Perspectives, Espirito Santo Plaza, Miami, FL

Public Art Projects:

Hollywood Radius Parking Garage- Commissioned mural Project contact: Jill Wiesberg jweisberg@hollywoodfl.org

Budget: \$23,000

Bebe Flagship store on Lincoln Road- Permanent painted panels with architecturally mapped

video projection

Project contact: Mikel Bowman- mbowman@bebe.com

Budet: \$18,000

Lacoste Flagship store on Lincoln Road- Wall sculpture and permanent mural

Project contact: Mikel Bowman mbowman@lacosteusa.com

Budget: \$20,000

SiTELAB at the Morton Hotel in Grand Rapids Sculpture and room installation

Project contact: Paul Amenta paul@sitelab.org

Budget: \$3,000

Becks- Commissioned bottle design and art installation

Project contacts: Jessica Barlow jessica.barlow@proteinos.com & Fabian Garcia

Fabian.Garcia@anheuserbusch.com

Budget: \$19,000

Grolsh- Created a mural for community bike tour

Budget total: \$3,000

Upper East Side Garden- Putt-putt hole design and sculpture

Project contact: Peter Rozek peter_rozek@hotmail.com

Budget: \$5,000

James Hotel Miami Beach- Video and light installation Project contact: Janice Angel jangel@mocanomi.org

Budget: \$1,500

Shoppes at Bal Harbor- Video game and light sculpture

Project contact: Carolyn Travis ctravis@balharbourflorida.com

Budget: \$1,500

Drake Hotel in Toronto- Building mapped video game Project contact: Mia Nielsen mia@thedrakehotel.ca

Budget: \$4,000

Downtown Development Authority (DDA) City of Miami- Miami World Center's Downtown Art

House- Full building mural to beautify neighborhood

Project Contact: Sonja Bogensperger bogensperger@miamidda.com

Budget: \$3,000

Ft.Lauderdale/Hollywood Airport- Commissioned art video Project contact: Christina Roldan CROLDAN@broward.org

Budget: \$2,500

Artist Residencies:

- -Museum of Modern and Contemporary Art in Korea, Goyang International Artist Residency- Seoul, South Korea
- -Bauhaus Foundation Artist Residency- Dessau, Germany
- -Artist in Residence in the Everglades (AIRIE) National Park- Homestead, Florida, USA
- -The Farm Artist in Residence- Waiheke Island, New Zealand
- -LegalArt Artist Residency- Downtown Miami, Florida, USA
- -Cultural Festival AIR- Guadalajara, Mexico
- -Artist in Residence at the Drake-Toronto, Canada

Commissions:

Bauhaus Foundation Gwangju Media Art Festival

Becks Beer

BMW

bebe

III Points

Capital One

Locust Projects

Lacoste

Grolsh

Broward Arts and Culture

Ft.Lauderdale/Hollywood Int. Airport

ArtCenter South Florida

Museum of Contemporary Art North Miami

SiTELAB

Sweat Records

Downtown Development Authority (DDA) for City of Miami

Cannonball

Krelwear

Miami Bass Warriors

Jean Marie

In Dependence

Encounter

Ralf Nemec

Upper East Side Garden

Flamingo Night Life

Live Video Mixing/Visuals at Events:

- "Tropical Goth", Kitten Club, Berlin, Germany 2018
- "I Heart Art", Cannonball, Miami, FL 2013
- "Disco Nap", III Points Music Festival, Miami, FL 2013
- "Fly Me To The Moon", Delano Beachclub, South Beach, FL 2013
- "VJ Residency", Set Nightclub, South Beach, FL 2013-2014
- "TM Sisters and Otto Von Schirach", Ricochet, Miami, FL 2012
- "KREL DiscGlo Fashion Show", Eden Roc, South Beach, FL 2009
- "Miami Bass Warriors Record Release Performance", Vagabond, Miami, FL 2009
- "Death Print Premier", Colony Theater, South Beach, FL 2009
- "Disco Kill", Remote Controllers Warehouse, Miami, FL 2009
- "Flamingo", PS14, Miami, FL 2009
- "NightDrive", News Café Lounge, Miami, FL 2008
- "Synergy", Stockholm, Sweden 2008
- "Michna & Jose El Rey", Poplife PS14, Miami, FL 2008
- "Blood Sucker", performance with Otto Von Shirach, 305 Lounge, Miami Beach, FL
- "COPY & E*Rock", Poplife White Room, Miami, FL 2008
- "New West Electronic Art and Music Organization Festival", PS14, Miami, FL 2008
- "Trinumeral Music & Art Festival", Asheville, NC, 2008
- "Pop Art", Poplife White Room, Miami, FL 2008
- "Off Island", Official Art Basel After Hours event, Miami, FL, 2007
- "Palm Field Holiday BBQ", House Artists Studio, Miami, FL, 2007
- "OH". PS14. Miami. FL 2007
- "Flavorpill Art Basel Party", Poplife The District, Miami, FL, 2005
- "Tasty", Miami, FL, 2004

Bibliography

2015

"100+ Degrees in the Shade", curated by Jane Hart, Miami Design District, FL

2010

PERFORMA 07, Book

2009

Jane Hart, "TM Sisters- IDEALTONIGHT", Hollywood Art and Culture Center, Hollywood, FL Daisuke Nishimura, "Someone's Garden", Book, Tokyo Japan, December 2009 Cara Despain, Miami Art Guide, December, 2009

Miami Magazine, December, 2009

Tom Austin, "Give sister act a whirl", Miami Herald, October 26, 2009

Victor Barrenechea, "Big, Wet, Fast", Biscayne Times, August 2009

Colleen Dougher, "Float on", City Link, April 29 May 5 2009

Joanie Cox, "Polar Opposites", City Link, April 29 May 5 2009

Cara Despain, "Ideal Tonight", Wynwood Art Magazine, February 2009

Colleen Dougher, "Strange Magic", City Link, March 2009

Terry Lee Stone, "2009 Emerging Talents: Exploring the 25 Freshest Minds in Design",

STEP Inside Design Magazine, January/February 2009

2008

Richard Martin, "Act Locally", Miami Luxury Magazine, December 2008

Leigh Anne Miller, "Performance: Everywhere and All at Once", Art in America, March 2008

T.M. Shine, "The totally amazing, absolutely electrifying adventures of the TM Sisters" (cover image and story), City Link, January 28 2008

2007

Caroline Corbetta, "Vogue Arte", Vogue Italia, December 2007

Mark Ellwood, "Made in Japan", New York Times Style Magazine, Holiday 2007

Abel Folgar, "Me + You + Everyone We Know", MAP Magazine, Winter 2007

Julie Davidow & Paul Clemence, "Miami Contemporary Artists", Book 2007

Sarah Eberle, "Things that Matter to People Who Matter", Philadelphia City Paper, September 27, 2007

Robin Cembalest & Elisa Turner, "25 Trendsetters" (cover image and story), ARTnews, September 2007

Victor Barrenechea, "VideoGame Girls", Biscayne Times, September 2007

Elisa Turner, "Made In Miami", Miami Herald, July 2007

Jose Ortiz, "Essentials Du Moment", Ocean Drive Magazine, June 2007

Komeniek Ruyters, "Oog In Oog Met Playstation", De Volkskrant, May 2007

Igor Grebelnikov, "Arts in Mass", Harper's Bazaar Russia, April 2007

Brian Droitcour, "Mission to Moscow", ArtForum, March 2007

2006

Margery Gordon, "Flying Under the Radar", Art+Auction, December 2006

Nathaniel McBride, "Uncertain States of America and USA Today", Flash Art, Nov.Dec. 2006

Brett O'Bourke, "Festival promises moving show", Miami Herald, August 2006

Nick Hackworth, "Cultural Scrap Merchants", Evening Standard, September 2006 Adrian

Searle, "Rebels Without a Cause", The Guardian, September 2006

Garyson Perry, "America seized by doubt? Well, it has its benefits", The Times, September2006 Michael Workman, "Eye Exam: Original Voice", New City Chicago, September 2006 Benjamin

Genocchio, "How Young Europeans View America's 'Uncertain' State", New York Times, September 2006

Roberta Smith, "Endgame Rules: Borrow, Sample, Multiply, Repeat", New York Times, July 2006

Ina Blom, "The Young Americans", Texte zur Kunst, May 2006

Maria Iliazova, "Miami, The Way of Art", L'Officiel Russia, May 2006

Carlos Suarez De Jesus, "School's Out", Miami NewTimes, April 2006 Christiane Opitz, "Nie mehr allein", Szene Hamburg, April 2006

Julie Boukobza, "Miami, The Way of Art", L'Officiel France, April 2006

2005

"Uncertain States of America", Dazed and Confused, London, December 2005

Camille Lamb, "Art Basel 101", Miami Living, December 2005

Arthur C. Danto, "I'll Be Your Mirror" ArtForum, December 2005

Hans Ulrich Obrist, Daniel Birnbaum, Gunnar B. Kvaran, "Uncertain States of America:

American Art in the 3rd Millennium" exhibition catalog 2005

Elisa Turner, "Critic's Pick", Miami Herald, November 2005

Michelle Weinberg, "A Collaborative Canvas", Miami New Times, August 2005

Adriana Herrera T., "Planos de vuelo en el Miami Light Project", El Nuevo Herald, June 2005 **2004**

Tom Austin, "Miami, Exposed", Miami New Times, July 2004

Arjun Dhingra, "As of this afternoon, there are no prime suspects", Miami Hurricane Life and Art, November

2003

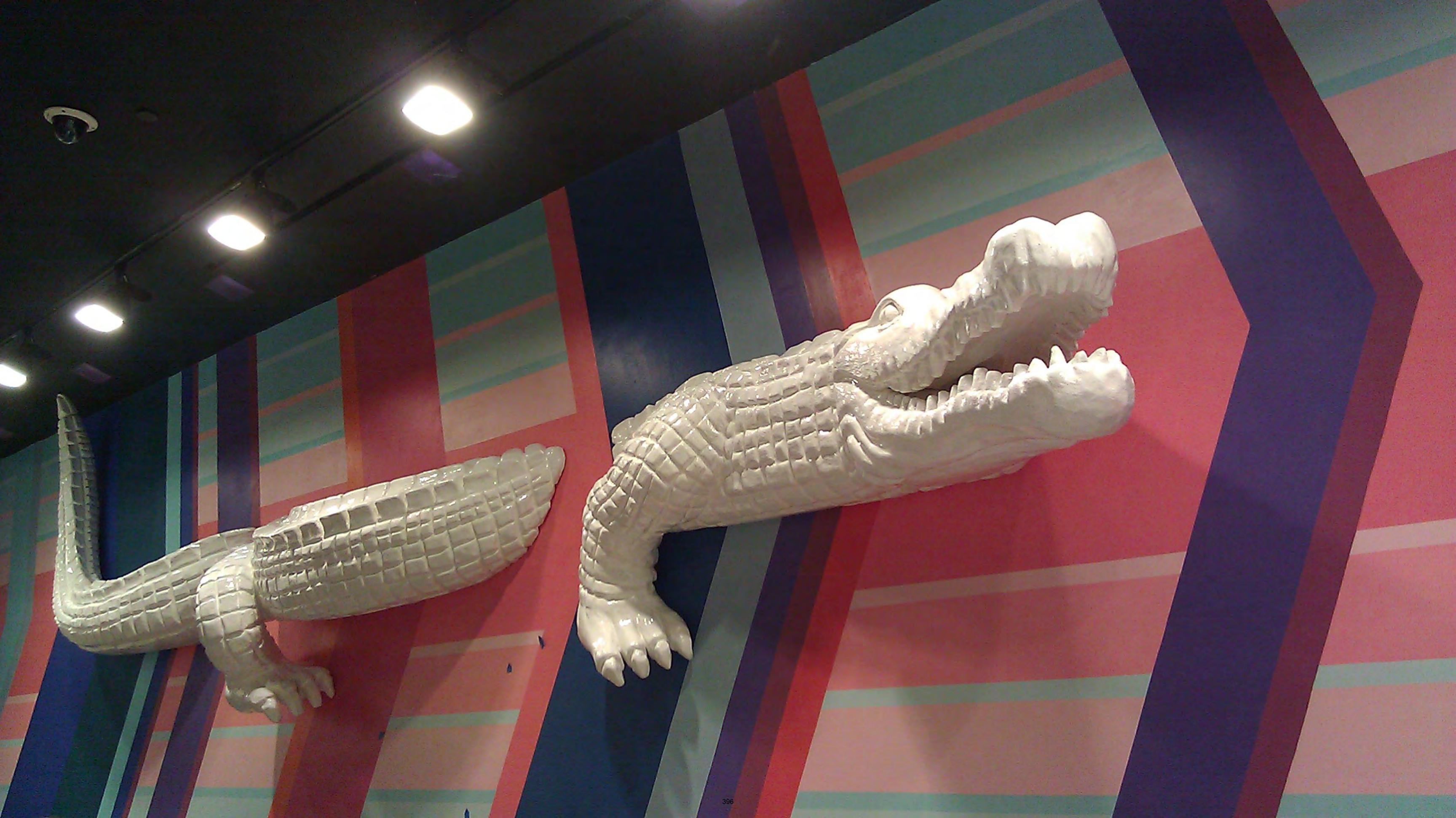
Chis Johnson, "Gen Art: Artists of the Month", Closer Magazine, April 2003











Monica De Victoria

Narrative

Underwater Outer-space Walk is an empowering pathway that inspires physical movement while teaching its travelers about the local creatures of our waters. As you move on this visual journey, the path will shift in sections of vibrant patterns, colors, and aquatic/galactic themes. Rippling waves of energy patterns and outer-space galaxies will move locals to push forward in their workout or stroll. The wave pattern also references overlapping interference waves found in nature, and specifically water. The path transition will go from fresh water inhabitants on the west side to brackish water in the center and then salt water creatures on the east side. Fish and water animals of South Florida, like the West Indian Manatee, Peacock Bass, Snook, American Crocodile, Mayan Cichlid, Sturgeon, shrimp, and anhinga will be integrated into the radiating waves. Also, using the double direction path split, the design provides directional assistance when bikers, joggers, walkers, and stroller pushers go both east and west. As you walk, the directional waves will connect with the wildlife commonly found in their water type of the water spectrum. Local Miami Lakes biking/walking enthusiasts will have an exciting journey into a luminescent astronomical underwater understanding of the ecology that is in our waters.

Materials Research

Core Glow is the company that is my top selection, "Eco-friendly pepple lighting that requires no electricity and no power". Their specs are common for this medium: Glow intensity is brightest at initial charge and is observed to follow the following: initial high intensity glow lasts approx 30 minutes, dropping to medium intensity glow by 120 minutes, medium intensity glow by 240 minutes, and ambient glow from 240 minutes onwards. Core Glow Safety - The phosphorescence given off by our CORE Glow™ Stone is not harmful, and provides safety of passage. Whether your mode of transportation is by vehicle or by foot let CORE Glow™ Stone illumination guide you. So what makes Core Glow different? What makes it better? And safer?! 3 things: the incredible brightness, the longevity of the product, and the non-toxic materials. Core Glow, made with SrAl2O4:Eu;Dy is the brightest glow technology available. This inert compound is biologically and chemically inert so does not break down or wear out over time. With proper maintenance your Core Glow projects will glow indefinitely. Also the components that make Core Glow are non-toxic and non-radioactive. I have researched this product and am confident that this is an excellent choice that complies with ADA requirements, is non-toxic, water resistant, UV resistant, is not flammable, eco-friendly, and BEAUTIFUL day and night colors!!!

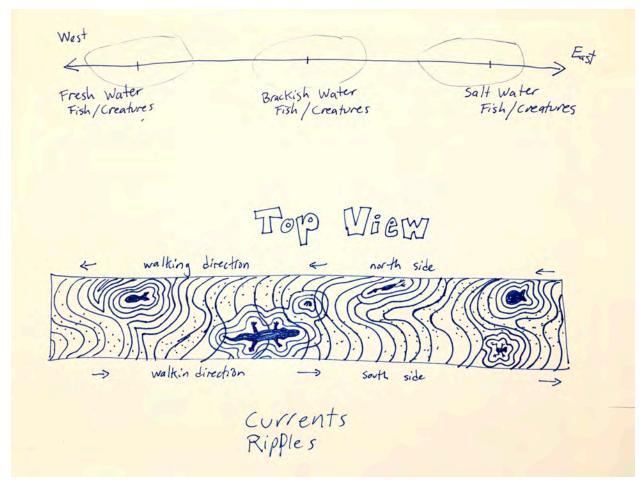
Maintenance Plan

The Synthetic resin (PS, PP, etc.), Marble, pebbles, and luminescent material, have excellent weather, chemical, UV, and water resistance that lasts over 20+ years. Normal minimal driveway/path maintenance is what this product needs. Yearly path check with estimated 5-10 year minor maintenance for this public artwork. \$3,000+ in budget for these needs.

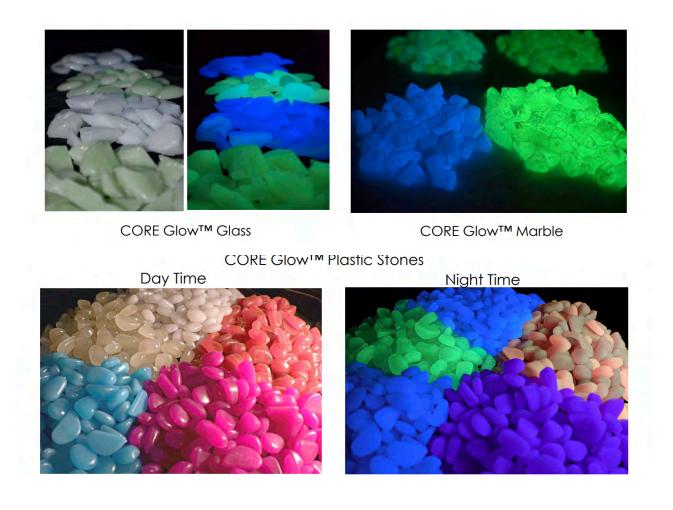
Underwater Outer-Space Walk

Design Layout Direction



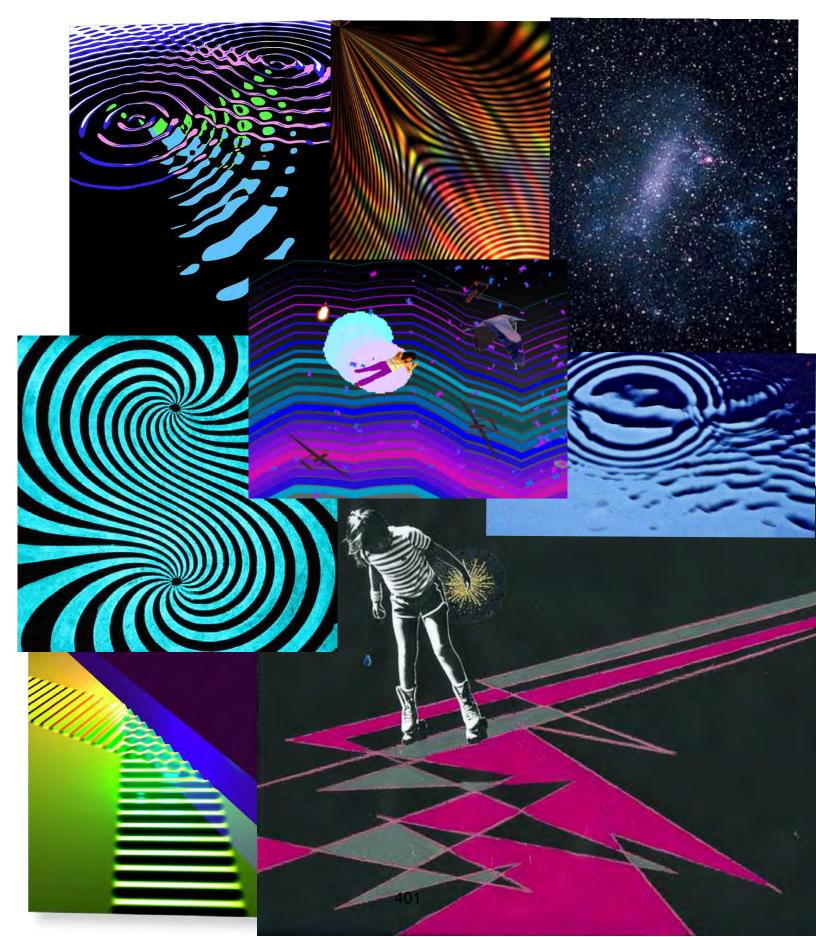


Materials





Reference Images



TM Sisters Studio

Underwater Outer-Space Walk

Budget Total:	\$22,500			
1. Materials (35%):	\$7,875			
2. Design (5.6%):	\$1,260			
3. Installation (20%):	\$4,500			
4. Artist Fee (18%):	\$4,050			
5. Maintenance (13.4%):	\$3,015			
6. Contingency (8%):	\$1,800			



Artist Proposal #14 Panchi Sanfuentes

PANCHI SANFUENTES

CELL USA: (786) 253 3066. panchi@meteoritodesign.comwww.meteoritodesign.com



STUDIES:

Art Director. Industrial Designer, Graduated from the Federal University of Paraná. Curitiba, Paraná, Brazil.

Based in Miami since 2003, PANCHI SANFUENTES (Meteorito Design) has worked successfully in a wide range of activities related to Audiovisual Media, Design and Art with a great willingness to work as a team and as a leader, excellent organizational efficiency and great recursive ability.

Meteorito design also has its own Design Studio where Panchi creates and rents props for all sorts of formats and events: videos, commercials, cinema, TV, art exhibitions, etc ...

Creator of the exclusive Set construction system made on Falconboard (structural cardboard), aka: "ReSets".

LANGUAGES: Spanish, Portuguese and English.

WORK ACTIVITY:

(2000-2019)

ART DIRECTION for more than a hundred commercials, vignettes, infomercials, Promos and TV spots of prestigious brands, which include:

Pepsi, Xfinity, Western Union, Coca Cola, Domino's Pizza, Microsoft, Oster, Quaker, Toyota, MasterCard, Walmart, Loreal, Lactaid, Dr. Pepper, Clairol, Johnson & Johnson, Kool Aid, Burger King, Zyrtec, Turbotax, National Geographic, DYSCOVERY in Spanish, TERRA .COM, HBO, among others.

SET DESIGN AND CONSTRUCTION of permanent and temporary Sets for several TV channels, notable among which are :

TELEMUNDO, UNIVISION, TV VENEZUELA, LA MUSICA, YAHOO, VME, HOLA TV, VIACOM, NICKELODEON, MTV, CANAL NUESTRA TELE, DE LA HOYA TV, UTILÍSIMA. DIRECT TV SPORTS, SONY TV, among others.

ART DIRECTION of SERIES, WEBSERIES AND TV SHOWS:

[&]quot;La reina del sur 2". (Co-Art Direction). Washington DC. Director: Carlos Bolado.

[&]quot;El Capo 2". (Co-Art Direction). FOX TELE COLOMBIA. Director: Lilo Vilaplana.

[&]quot;Secreteando". Webserie, (16 episodes, 2 seasons) TELEMUNDO NW. Director: Ubi Medina.

[&]quot;Mia Mundo". Webserie, (33 episodes, 2 seasons) TELEMUNDO NW. Director: Ubi Medina.

[&]quot;Tu mejor vida". Webserie, (6 chapters) TELEMUNDO NW. Director: Abraham Romero.

[&]quot;Y vuelvo a ti". Webserie, (11 chapters). TELEMUNDO NW. Director: Ubi Medina.

[&]quot;Estilos Robados". Webserie, (6 chapters). TELEMUNDO NW. Director: Ubi Medina.

[&]quot;Lorena en su Salsa". (TV show) UTILISIMA CHANNEL. Director: Herve Tornero.

[&]quot;Las Princesas / Off Script". Webserie, (20 chapters) NBC UNIVERSAL. Director: Errol Falcón.

SHORT FILMS:

- "La Tumba". Director: Jorge Martínez.
- "Prey". 48 hours contest. (best film & set design winner). Director: Isaac Mead-Long.
- "Buried". Director: Isaac Mead-Long.
- "I love USA, aunque no nací aquí". Director: Nacho Arguiro.
- "Julia durante el ocaso". Director: Inti Briones.

VIDEO CLIPS ART DIRECTION for more than 30, among which we can highlight:

Alejandro Sanz, Paulina Rubio, Dra. Polo, Pepe Alva, Fabián Alicastro, Joe Vasconcellos, Katy K, María Bestar, Los Fugitivos, Kevin Lyttle, Collectif, La Fouine, Marlín Limón, Elsten Torres, Carolina La O, Social Clash, Alejandra Alberti.

ART

Collaborates with artists in the realization of their aesthetic proposals, creating together with them, plastic installations, video art, performance, fashion shows and other expressive formats, putting at the service of the various artistic proposals, her knowledge and experience in Industrial Design and Art Direction.

Among the most outstanding works are:

- "SELFISH". Performance-Instalation. Miami New Media Festival. PAMM MUSEUM, Miami, 2016. Artists: Arnoldo Maal, Panchi Sanfuentes.
- "WILD SPEECH". Performance-Instalation. Miami New Media Festival. CHILL CONCEPT, Miami, 2015. Artist: Arnoldo Maal.
- "EL TRIP". Performance-Instalation-Live music. LMNT CONTEMPORARY GALLERY, Miami, 2014. Artists: Arnoldo Maal / Roberto Castillo.
- "El DJ ES CUPIDO". Fashion Art Show. CHILL CONCEPT GALLERY, Miami, 2014. Artists: Arnoldo Maal, Panchi Sanfuentes.
- "PENNY". Video Art- Instalation. MAC ART GALLERY, Fort Lauderdale, 2014. Artist: Milcho.
- "EL RETORNO DE LA MUSA". Video Art- Instalation. CURATOR'S VOICE ART PROYECT. Miami 2014. Artist: Milcho.
- "DOMINGO FAMILIAR". Video Instalation. ART AMERICAS, Miaml 2011 / SCOPE MIAMI, 2012. Artist: Milcho
- "BONITO". Video Art. Artist: Milcho. Miami, 2009.
- "LA PETITTE MORT". Video Art. Artist: Panchi Sanfuentes. Miami 2009.

Availability to work world wide.





SAME SPACE, 2 SETS "TRENDIANDO" AND "ENTREVISTAS CON HERNAN" SHOWS

DATE: MARCH 2019

CLIENT: NUESTRA TELE TV. NUESTRA TELE STUDIO, MIAMI.

BUDGET: \$16,000



"CELLFISH" MULTIMEDIA INSTALATION AND PERFORMANCE DATE: 2016 MIAMI NEW MEDIA FESTIVAL PAMM (PÉREZ ART MUSEUM MIAMI) BUDGET: \$6,000 407



"LOOK"
SHOW SET- NUEVON YOUTUBE CHANNEL
DATE: NOV 2013
LATIN WE PRODUCTIONS
CHALKBOARD STUDIOS, MIAMI
BUDGET ART DEPARTAMENT: \$7,000





REVERSIBLE SET. SAME SPACE, 2 SETS CARDBOARD, WOOD, LEDS DATE: JAN 2020 CLIENT: WARD LAW GROUP WARD LAW OFFICES, MIAMI LAKES

BUDGET: \$21,000









REVERSIBLE SETS. SAME SPACE, 5 SETS
TV SHOW SETS
DATE: JAN- JULY 2018
CLIENT: HOLA TV
IMAGINA STUDIOS, MIAMI
BUDGE 1645,000

Panchi Sanfuentes

Narrative

The proposal is that the design functions both day and night, using two two types of high traffic paint material, so that by day an abstract composition of geometric figures is seen, creating a pattern that gives a sense of rhythm and movement on the road, and in the night magically appear in glow the dark paint, drawings of native wildlife of Florida, creating awareness of identity and conservation

Materials Research

It Will be used a high trafic White Paint for the day view, and nixed with glow in the dark poder for the night effect Product Description Ultra Blue Glow in the Dark Powder is the brightest blue colored glow in the dark pigment currently being readily manufactured. It's glow color is actually a blue-green, also known as turquoise. It can be used in a variety of mediums including plastic, paint, fiberglass, concrete, wax, and gel. BRIGHTNESS, DURATION AND COLOR Ultra Blue Glow in the Dark Powder, although not as bright as its Ultra Green counterpart, is still an extremely bright glow in the dark pigment. It is 5 times brighter than the popular green zinc-based glow in the dark products available in most department stores. Technically, it will continue to glow for days. However, us humans can see it for about 12 hours after a full charge. Brightness Rating: Very High (9416) Duration: Very Long (9 hours) Glow Color: Aqua Blue Daytime Color: Almost Clear with White-Green Tint Very Bright, Long Duration, Unique Color MEDIUM COMPATIBILITY Earth Aluminate pigments are soluble in water and decompose in acid. This means that they will lose some brightness when mixed into water-based mediums. Acids will completely destroy their glow. Please note that they are still great for solvent, oil, or wax based products. They even can also be mixed into molten glass or plastic. They can be used in water-based mediums such as paint and concrete, but they will continue to lose a small amount of brightness over time until the water fully evaporates. Other color pigments in the medium will sometimes shield the glow pigments, preventing them from charging as fast or glowing as bright. Therefore, we suggest clear mediums when possible. Ultraviolet filters in mediums may block the ability for glow pigments to charge. This can both increase charge time or lower brightness depending on the quantity and quality of the ultraviolet filters. Most paint manufacturers will have special order product SKUs for non-ultraviolet filter versions of their paint.

Maintenance Plan

It Will be painted with a long lasting weather resistant material. That last with optimal britness for at least 5 years



PATH DURING THE DAY



PATH AT NIGHT



PATH DURING THE DAY



PATH AT NIGHT

BUDGET MI GLO PANCHI SANFUENTES

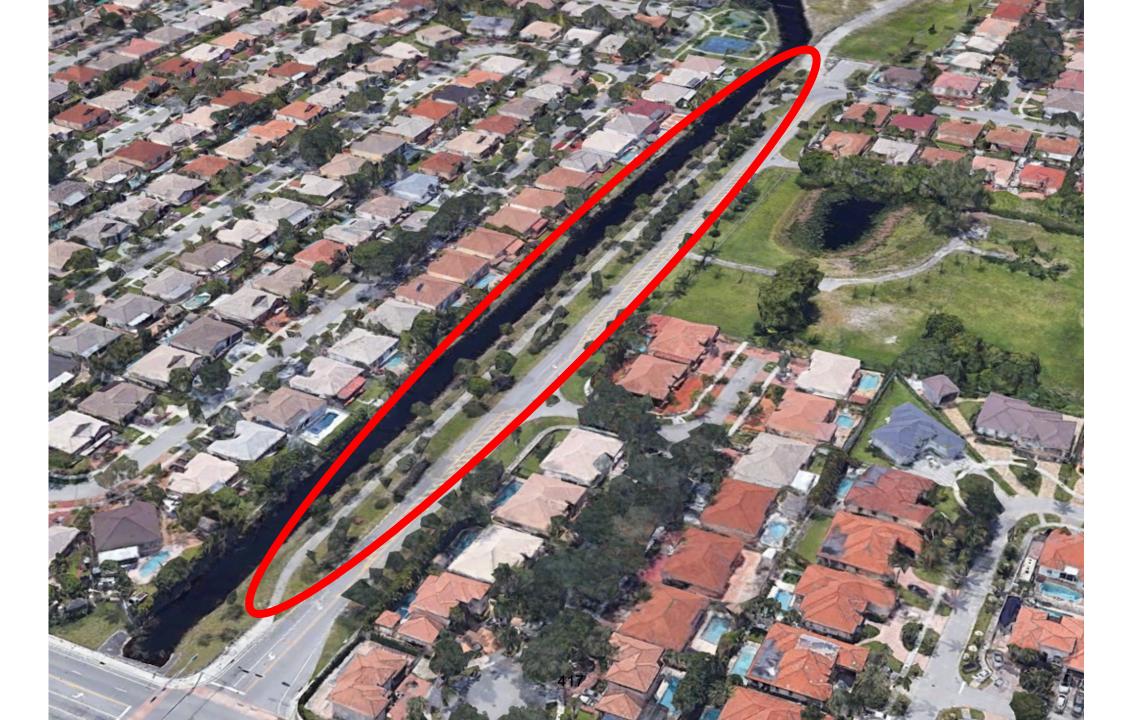
ITEM	DONDE	CANT	UNI		TOTAL	
MATERIALS						
PAINT					\$	8,500.00
TOOLS					\$	825.00
STENSILS					\$	2,000.00
INSTALATION						
WORKERS	5	3	\$	250.00	\$	3,750.00
MEALS ETC	5	3	\$	35.00	\$	525.00
DESIGN					\$	2,000.00
ARTIST FEE					\$	4,900.00
					\$	22,500.00



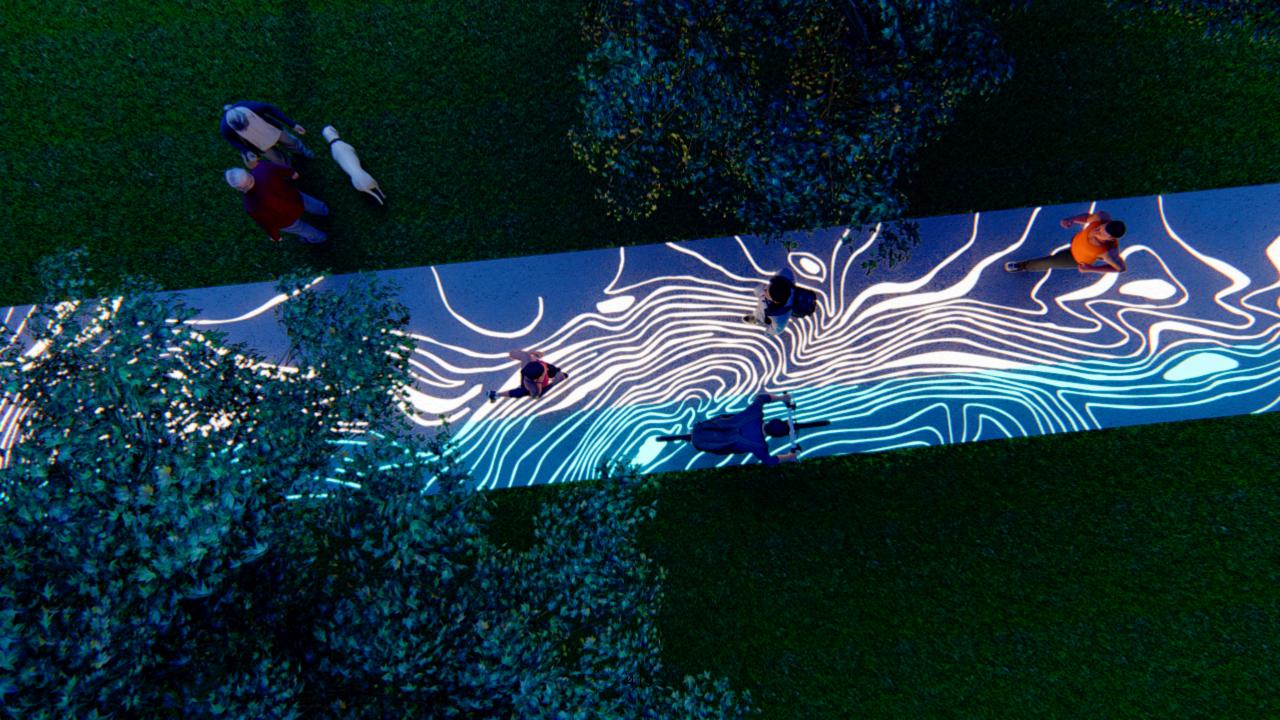
End of Proposals



For Miami Lakes MiGlo Walking and Biking Trail Project

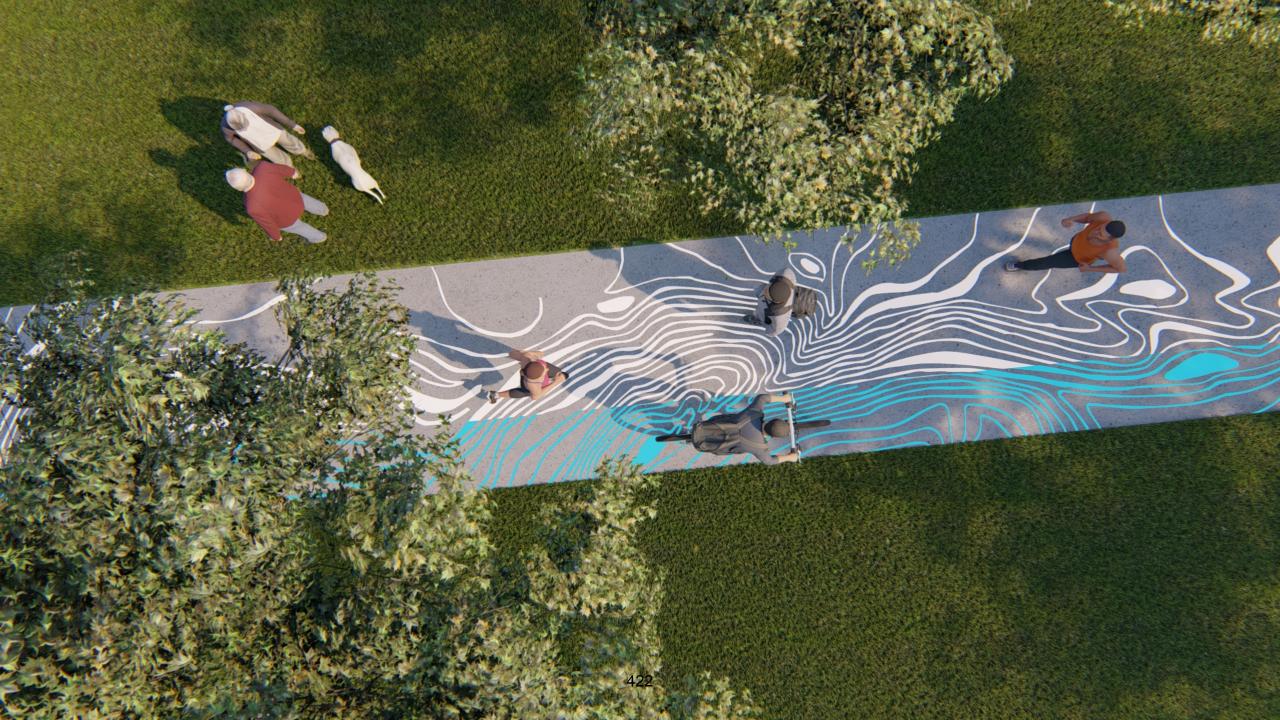












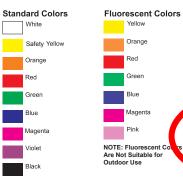






Allureglow USA Photoluminescent Safety Paint System





Note: Actual Daytime and Glow Colors will vary depending on percentage of Concentrate Color added and Photoluminescent Base Ink Color used. Consult Technical Data and Material Safety Date Sheets for all products prior

The Allureglow USA Safety Paint System has been specially formulated to meet Today's Highest and Most Rigid Standards, for Photoluminescent Safety & Egress Products. All of our Paints have been Third Party Tested and meet ASTM Standards for UV Exposure, Impact Resistance, Flexibility, Glow Luminosity, and Adhesion to All Types of Surfaces. All of the AA-Series Paints are Low VOC, 100% Acrylic, Waterbased Formulas. These Paints are Best Applied Using HVLP or Airless Spray Equipment, NOTE: The use of Compressed Air Type Sprayers will result in the paint prematurely drying at the Spray Tip, Brushing or Rolling can be done but is not recommended for best results. The Allureglow USA Paint System is made up of Four Components, AA-1000-WP White Primer, AA-2045 Photoluminescent Paints and AA-1000-CC Clear Top Coat & AG-CLA-100 Additive. The AA-2045 Photoluminescent Paints come in Green, Agua and Sky Blue Glow and can be tinted virtually any Color with our Patented Color Concentrates. You are no longer limited to just the Pale Green Daylight Color that all of our competitors offer. Designers love this System, because they are able to match existing decor or colors, especially important in Hotels, Casinos and Residential High Rises. The Allureglow USA AA Series Paints are available in Quarts, Gallons, Five Gallon, Drums and Totes and because they are All Considered Non-Hazardous they can be shipped anywhere in the World, without any issues with Customs and or Regulatory Compliance. These Paints also Qualify for LEED Credits, as a result of their Low V.O.C. Formulas.



AGUSA SAFETY PAINT REV 1.8.

- 1) AA-1000-WP-FV White Primer
- 2) AA-2045-FV Photoluminescent Paints
- 3) AA-1000-CC-FV Clear Coat

ALLUREGLOW PHOTOLUMINESCENT PAINT SYSTEM

The Photoluminescent Paints are a 3 Part System.

- 1) First Apply our AA-1000-WP White Primer
- 2) Second Apply 3 Coats of the AA Series Photoluminescent Paints to achieve a Dry Mil Thickness of 10-12 Mils
- 3) Third Apply our AA-1000-CC Clear Coat in 1-2 Coats, in order to achieve the Maximum Glow Intensity.









Artist Concept Deon Rubi Lucila Garcia de Onrubia

Miami Lakes MiGLo Walk and Bike Path

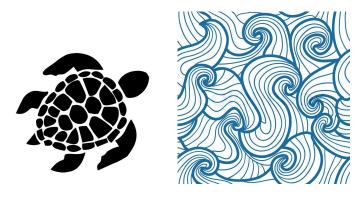
Concepts

Concept 1 - Flora and Fauna





Concept 2 - Water and Marine Life









Inspiration



Clockwise from Top: Grand Central Station Ceiling & Mythology, South Florida history, Japanese patterned fabrics, South Florida's decorative architecture depicting nature.



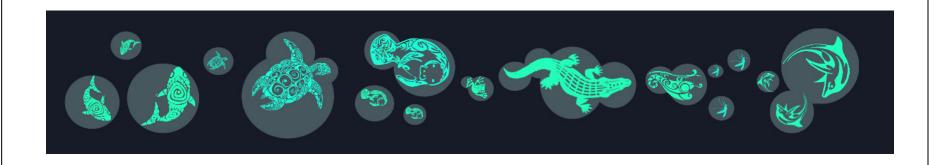




Artist Concept Panchi Sanfuentes



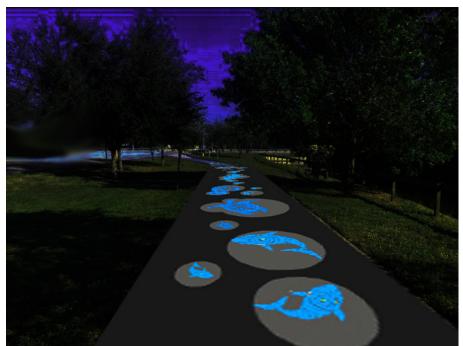
PATH DURING THE DAY



PATH AT NIGHT



PATH DURING THE DAY



PATH AT NIGHT

AGREEMENT FOR THE DESIGN, FABRICATION, & INSTALLATION _____ FOR _____



The Town of Miami Lakes Council:

Mayor Manny Cid
Vice Mayor Luis Collazo
Councilmember Carlos Alvarez
Councilmember Jeffrey Rodriguez
Councilmember Josh Dieguez
Councilmember Tony Fernandez
Councilmember Marilyn Ruano

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

This Agreement made this day of in the year 2021 ("Agreement") by
and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and
, located at, hereinafter called the "Artist."
RECITAL
A. The Town issued a Call to Artists on, in conjunction with Miami-
Dade County's Cultural Affairs Department, for the provision of professional services, which
included the design fabrication, and installation of a at
("Services") and Artist's Submittal ("Submittal"), in response thereto, was selected as the most
qualified for the provision of said Services. The Call to Artists and the Submittal are referred to
herein, collectively, as the Agreement, and are by this reference expressly incorporated into
and made a part of this Agreement as if set forth in full.
B. WHEREAS, the Town, through approval of Resolution 21 by the Town
Council on authorized the execution of a contract with the Artist to provide the
Services as described herein.
C. WHEREAS, both parties wish the integrity and clarity of the Artist's ideas in the
proposed Work are to be maintained.
WITNESSETH, that the Town and the Artist, in consideration of the premise and mutual
covenants herein set forth, agree as follows:
SECTION A GENERAL TERMS AND CONDITIONS
Article A1 Definitions
A1.01 Additional Services means any work defined as such in this Agreement, which is not included in the original Scope of Services.
A1.02 Attachments mean the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.
A1.03 Artist means [ARTIST/FIRM'S NAME]
A1.04 Project Manager means an employee or representative of the Town assigned by the Town Manager to manage and monitor the Services to be performed under this Agreement.

- A1.05 Project means the design, fabrication, and installation of the
- **A1.06 Scope of Services/Work, Services, or Work** means a comprehensive description of the activities, tasks, artistic design features, objectives, deliverables, and milestones required for the completion of Project.
- **A1.07 Subcontractor** means any entity retained by the Artist for activities, other than the creative and artistic portion of the Services, related to the completion of the Project.
- **A1.08** Town Council means the legislative body of the Town of Miami Lakes.
- **A1.09 Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- A1.10 Town or Owner means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town's performance is pursuant to Town's position as the Owner of the Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws, and ordinances shall be deemed to have occurred pursuant to Town's authority as a governmental body and shall not be attributable in any manner to Town as a party to this Agreement. The Town of Miami shall be referred to herein as "Town". For the purposes of this Agreement, "Town" without modification shall mean the Town Manager.

Article A2 Incorporation of Recitals

The provisions and recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.

Article A3 Term

The term of this Agreement shall be effective until final completion of construction of the Project and final payment is made to the Artist. Final completion shall be no later than [FINAL COMPLETION DATE].

Article A4 Scope of Services

Artist agrees to provide the Services as specifically described and set forth in Section B.

Article A5 Compensation, Payments, and Invoicing

A5.01 Compensation Limits

The amount of compensation payable by the Town to Artist shall generally be a fixed fee of [FEE AMOUNT].

A5.02 Payments

Payment shall be made in accordance with Exhibit 1 of the Agreement. Unless otherwise specifically provided elsewhere in this Agreement, payment shall be made in accordance with Florida Statute Chapter 218, Part VII, Local Government Prompt Payment Act, after receipt of Artist's invoice, which shall be accompanied by sufficient supporting

documentation and contain sufficient detail, to allow a proper audit of expenditures, should Town require one to be performed.

A5.03 Invoicing

Contractor shall provide the Town with one invoice for each progress payments in accordance with Exhibit 1. Multiple invoices will not be accepted, and the Town will not make payment based on statements of accounts. At a minimum, the invoice must contain the following information:

- Name and address of the Contractor
- Contract number
- Date of invoice
- Purchase Order number
- Invoice numbers (Invoice numbers cannot be repeated)
- Description of Work performed or installed, including location(s) where the Work was performed
- Unit prices of Work performed
- Quantities of Work Performed or installed
- Extended prices
- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

After the first payment releases of liens shall be submitted for work, materials, or equipment performed or furnished by subcontracts or suppliers as stipulated in Florida Statute 713.20.

Article A6 Performance

A6.01 Performance and Delegation

The creative and artistic portions of the Services shall be performed by the Artist. Other services under this Agreement may be performed by a Subcontractor, subject to the written prior approval of the Project Manager. Said approval shall not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any Subcontractor.

A6.02 Time for Performance

The Artist agrees to start all Services hereunder upon receipt of an executed copy of the Agreement and to complete the Services within the time stipulated in the Agreement. Time is of the essence with respect to performance of this Agreement.

The timeline for the Services to be performed and the benchmarks for progress payments are contained in Exhibit 1.

A reasonable extension of the time for completion may be granted by the Town Manager should there be a delay on the part of the Town in fulfilling its obligations under this Agreement as stated in this Agreement. Such extension of time shall not be cause for any claim by the Artist for extra compensation.

ARTICLE A7 Subcontractors

A7.01 General

- A7.01-1 A Subcontractor, as defined in Article A1.07, is any entity that enters into an agreement with the Artist to perform any of the Services, including the provision of materials, under this Agreement.
- A7.01-2 Prior to the order of any material, supplies, commencing fabrication or installation of the Services, the Artist shall provide the Project Manager with a listing of all entities the Artist intends to contract with for the purposes of completing the Services under this Agreement and any material supplier sources the Artist intends to utilize for Major Components of the Services. "Major Components" shall mean single sources material or supply purchase that represents twenty percent (20%) or more of the total estimated construction material costs for the Services. The Artist shall identify the type of work/supplies/materials each first-tier Subcontractor is to perform and the estimated value thereof. Multi-tier subcontracts shall not be used without the prior written approval of the Project Manager.
- A7.01-3 Award of this Agreement is based on the personal skill, judgment, and creativity of the Artist. As such the artist shall not assign, transfer, or subcontract the creative and artistic portions of the Scope of Services to any other party without the prior written consent of the Town Manager.

A7.02 Subcontractor Relationships

- A7.02-1 All Services provided by a Subcontractor shall be performed pursuant to appropriate written agreements between the Artist and the Subcontractor, which shall contain provisions that preserve and protect the rights of the Town under this Agreement.
- A7.02-2 Nothing contained in this Agreement shall create any contractual or business relationship between the Town and the Subcontractor. The Artist acknowledges that Subcontractor are entirely under its direction, control, supervision, retention and/or discharge.

A7.03 Changes to Subcontractor

The Artist shall not add, modify, or change any Subcontractor once identified in accordance with A7.01-2 without prior written approval by the Project Manager, in response to a written request from the Artist stating the reasons for any proposed substitution.

ARTICLE A8 Warrant of Originality

The Artist warrants that the products of work it delivers to the Town under this Agreement shall be the result of the artistic efforts of the Artist and that, unless otherwise stipulated, the

Services shall be unique and an edition of one. The Artist shall not reproduce in any scale these tangible objects and or substantially similar tangible objects without the approval of the Town Manager.

ARTICLE A9 Default

A9.01 General

If Artist fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, and fails to cure in a reasonable timeframe from the notice to cure, then Artist shall be in default. Upon the occurrence of a default hereunder the Town, in addition to all remedies available to it by law, may immediately, upon written notice to Artist, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Artist while Artist was in default shall be immediately returned to the Town. Artist understands and agrees that termination of this Agreement under this section shall not release Artist from any obligation accruing prior to the effective date of termination.

In the event of termination due to default, in addition to the foregoing, Artist shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Agreement by the Artist. In the event of default, Town may also suspend or withhold reimbursements from Artist until such time as the actions giving rise to default have been cured or the exact amount of damages due the Town from the Artist have been determined. Nothing herein contained shall be deemed a waiver of the Artist's right to challenge the default.

A9.02 Conditions of Default

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

- A9.02-1 Artist fails to obtain or maintain the required insurance.
- A9.02-2 Artist fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement.
- A9.02-3 Artist fails to commence the Services within the time provided or fails to complete the Services in timeframe required by this Agreement.

A9.03 Time to Cure Default; Force Majeure

Town through the Town Manager or designee shall provide written notice to Artist as to a finding of default, and Artist shall take all necessary action to cure said default within time stipulated in said notice, after which time the Town may terminate the Agreement under Article A10. The Town at its sole discretion may allow additional days to perform any required cure if Artist provides written justification deemed reasonably sufficient.

Should any such failure on the part of Artist be due to a condition of Force Majeure, then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

ARTICLE A10 Termination of Agreement

A10.01 Town's Right to Terminate

The Town Manager or designee has the right to terminate this Agreement for any reason or no reason, upon thirty (30) days' written notice. Upon termination of this Agreement, upon request of the Project Manager or the Town Manager all sketches, designs, models, and other documents already produced and submitted or produced for submission by the Artist, under this Agreement, prior to the date of termination of this Agreement shall be turned over to the Town. The right to fabricate or execute the Work shall not pass to the Town.

The Artist shall be paid based on an equitable adjustment in the fee, without the allowance for anticipated profits on unperformed Services.

A10.01-1 Artist shall have no recourse or remedy from a termination made by the Town except to retain the compensation earned for the Services that was performed in complete compliance with this Agreement, as full and final settlement of any claim, action, demand, cost, charge, or entitlement it may have, or will, have against the Town, its officials or employees.

A10.02 Artist's Right to Terminate

The Artist shall have the right to terminate this Agreement, in writing, following breach by the Town, if the breach of the Agreement has not been corrected within sixty (60) days from the date of the Town's receipt of a written statement from Artist specifying its breach of its duties under this Agreement.

A10.03 Suspension of Services

The Town may, at any time, by written order to the Artist, require the Artist to suspend all, or any part, of the Services for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Artist, and for any further period to which the parties may agree. Within the period of ninety (90) days (or the lesser period specified) such notice is delivered to the Artist, or within any extension to which the parties have agreed the Town shall either:

- Cancel the Stop Work Order; or
- Terminate the Services as provided in Article A7, Termination of Agreement.

If such suspension is canceled or the period of the order or any extension thereof expires, the Artist shall resume the Work without compensation to the Artist for such suspension other than extending the time to complete the Services under the Agreement. In the event the Town Manger or designee determines that the suspension of Work was necessary due to Artist's defective or incorrect Work, unsafe Work conditions caused by the Artist, or any other reason caused by Artist's fault or omission, the Artist shall not be entitled to an extension of time as a result of suspension of the Services.

Article A11 Documents, Records, and Instruments of Service

A11.01 Ownership of Documents & Instruments of Service

All design material, including but not limited to renderings, models, mockups, plans, samples, work product, deliverables, and other documentation, including all electronic digital copies, as outlined in the Scope of Services, developed by the Artist shall become the property of the Town upon completion and payment unless otherwise terminated in

accordance with this Agreement. Services and work product rendered under this Agreement are considered work made for hire.

A11.02 Nondisclosure

To the extent allowed by law, Artist agrees not to divulge, furnish or make available to any third person, firm or organization, without Town Manager's prior written consent, or unless incident to the proper performance of the Artist's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Artist hereunder, and Artist shall require all of its employees, agents, and Subcontractors to comply with the provisions of this paragraph.

A11.03 Maintenance of Records

Artist will keep adequate records and supporting documentation, which concern or reflect its services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept in accordance with statute. Otherwise, the records and documentation will be retained by Artist for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity shall be conducted only during normal business hours.

Article A12 Indemnification

The Artist shall hold harmless, indemnify, and defend the Town, its officials, and employees from any and all claims, losses and causes of actions which may arise out of the Artist's performance of this Agreement, as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Artist or any Subcontractors. The Artist shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all Agreement related suits, in the name of the Town when applicable, and shall pay all costs, including without limitation reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. The Artist's obligation under this paragraph shall not be limited in any way by the agreed upon Agreement price, or the Artist's limit of, or lack of, sufficient insurance protection and shall apply to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Artists, its agents, servants, or representatives. Such duty to indemnity shall not extend to classes or claims caused in part by the negligence, action, omission or intentional wrongful conduct of the Town or its representation.

The Town has provided specific consideration for the indemnification of \$1.00 from the sums due to the Artist under this Agreement.

Article A13 Insurance

Artist Agreement for ____

The Artist shall not start Services under this Agreement until the Artist has obtained all insurance required hereunder and the Town Manager has approved such insurance.

A13.01 Companies Providing Coverage

8

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies shall have a Florida resident agent and be rated at least B as to management and Class V as to financial strength, per A.M. Best Company's Key Rating Guide, latest edition.

A13.02 Verification of Insurance Coverage

The Artist shall furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates shall clearly indicate that the Artist has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of Agreement award to the Artist. Artist shall maintain coverage with equal or better rating as identified herein for the term of this Agreement. Artist shall provide written notice to the Town Manager of any material change, cancellation and/or notice of non-renewal of the insurance within 30 days of the change. Artist shall furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

A13.03 Forms of Coverage

A13.03-1 Commercial General Liability

The Artist shall maintain commercial general liability coverage with limits of at least \$500,000 per occurrence, for bodily injury and property damage. The coverage shall include Premises and Operations, Contingent and Contractual Liability, and Products and Completed Operations, with additional endorsements as applicable. The coverage shall be written on a primary and non-contributory basis with the Town listed as an additional insured as reflected by endorsement CG 2010 11/85 or its equivalence. Notice of cancellation should read (30) days/ (10) days for nonpayment.

A13.03-2 Business Automobile

The Artist shall provide business automobile liability coverage including coverage for all owned, hired, and non-owned autos with a minimal combined single limit of \$300,000 naming the Town as an additional insured with respect to this coverage. Notice of cancellation should read (30) days and ten (10) days for nonpayment.

A13.03-3 Owner's Protective Liability Insurance

The Artist shall Owner's Protective Liability Insurance issued in the name of the Town with a minimum amount of \$500,000 coverage. This policy must be endorsed to indicate that any premium whether deposit or final, shall be the sole obligation of the Artist.

A13.03-4 Worker's Compensation Insurance

The Artist shall maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440, as amended, and Employee's Liability with a minimum limit of \$500,000 each occurrence. Should the Artist be exempt from the State of Florida Worker's Compensation requirements the Artist shall provide the Town with the State of Florida issued exemptions.

A13.03-4 Subcontractor Compliance

Artist shall ensure that all Subcontractors comply with these same insurance requirements.

A13.04 Modifications to Coverage

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles, or other insurance obligations by providing a thirty (30) day written notice to the Artist in accordance with Article A9 herein. Artist shall comply with such requests unless the insurance coverage is not then readily available in the national market and may request additional consideration from Town accompanied by justification.

Article A14 Changes/Additional Services

The Town and the Artist may, from time to time, agree on changes in the nature of the Services or requirements of the Agreement or to require additional services not included in the Scope of Services. Such changes or additional services shall be documented in writing and signed by both parties. Any changes that affect the value, Scope of Services, or time for completion of the Agreement must be executed by the Town Manager.

Article A15 Site Investigation

Prior to commencement of the Services the Artist shall visit ______ and inspect the locations where the installations will occur. The Artist shall promptly notify the Project Manager in writing of any conditions that may impact the installations. The absence of any written notification will evidence that the Artist has inspected the locations and has determined that not conditions exist that adversely impact installation. The Artist shall not be entitled to any additional compensation or time for not adequately inspecting the locations or for its failure to notify the Town of any adverse conditions.

The Artist is responsible for providing all water and power that may be required for the performance of the Work, including the use of a generator. The use of a generator may be subject to the prior approval of the Project Manager.

The Town may at its sole discretion provide access to Town utilities and/or water. However, the Artist is responsible to ascertain the location and accessibility of utilities and potable water sources required for the Work.

Article A17 Safety Precautions

Artist Agreement for ____

The Artist is solely responsible for initiating, maintaining, and supervising all safety precautions in connection with the Services. The Artist shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

The Artist shall take all necessary precautions for the safety of employees in the performance of the Services on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or

10

injury to persons on, about or adjacent to the premises where the Work is being performed. The Artist shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.

The Artist shall comply with the OSHA "Federal Right to Know' Regulation regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

The Artist must adhere to applicable environmental protection guidelines for the duration of the Work. The Artist shall comply with all codes, ordinances, rules, orders, and other legal requirements of public authorities (including OSHA, EPA, DERM, the Town, Miami-Dade County, State of Florida), which bear on the performance of the Work

The Artist's duties and responsibilities for the safety shall continue until such time as all the Work is completed

Article A18 Risk of Loss or Damage

The Artist assumes all risk of loss or damage to the materials, artwork, or any other work product, including the installation thereof, until accepted in writing by the Project Manager.

Article A19 Extension of Time

If the Artist is delayed at any time during the progress of the Services beyond the time for completion of the Services by the neglect or failure of the Town or by a Force Majeure, then the Contract shall be extended by the Town subject to the following conditions:

- The cause of the delay could not have been anticipated by the Artist;
- The Artist demonstrates that the completion of the Services will be actually and necessarily delayed;
- The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures whether before or after the occurrence of the cause of delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Artist in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Artist acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Artist.

The Artist shall not be entitled to an extension of time unless the Artist affirmatively demonstrates that it is entitled to such extension.

Article A20 Rules, Regulations and Permits

A20.01 Rules and Regulations

All Services shall be performed in accordance with all laws and regulations applicable to provision of services specified in the Contract Documents. The Artist shall be familiar with

all federal, state, and local laws, rules, regulations, codes, and ordinances that affect the Services, inclusive of the Florida Building Code.

A20.02 Permits

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Artist will have to pay the Town before or during the Services or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of performing the Services as part of the Agreement are as follows:

- A20.02-1 Artist shall have and maintain during the term of this Agreement all appropriate Town licenses. Fees for which shall be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
- A20.02-2 During the performance of this Agreement there may be times when the Artist will be required to obtain a Town permit for such Work. It is the responsibility of the Artist to ensure that the appropriate Town permits to perform such work as may become necessary during the performance of the Work have been obtained. Any fees related to Town required permits in connection with this Agreement will be the responsibility of the Artist and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

Article A21 Taxes

The Artist shall pay all applicable sales, consumer, use, and other taxes required by law. The Artist is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

Article A22 Hours for Performing Work

All Services related to the installation of the [ART BEING INSTALLED] shall be performed in accordance with the hours set forth in the Town's noise Ordinance No. 04-50.

Any Services to be performed outside these hours will require the prior written approval of the Project Manager. A Project Manager may establish different working hours than those stated herein.

Article A23 Artist Responsible for Protection of Property, Utilities, & the Public

The Artist shall maintain adequate protection of all its Services from all losses or damage and shall protect public and private property, and utilities from injury, loss, damage, etc. arising in connection with the Services, and take all necessary precautions to prevent accidents, injuries, loss or damage to persons or property on or near where the [ART] is being installed.

The Artist shall be responsible to restore all areas impacted by the Services to pre-existing conditions to the satisfaction of the Project Manager.

12

Neither the Town nor its officers or agents shall be responsible to the Artist for damages as a result of the Artist's failure to protect property encountered in the Services.

Article A24 Supervision

The lead artist for the Artist, as defined in Article A1, shall be responsible for all supervision and management of the Services provided under the Agreement, including any and all subcontracts necessary to ensure that the Work is performed in accordance with the Agreement. The Artist shall be personally involved in all phases of the design, development, fabrication, and installation of the Veterans Memorial. The Artist shall be on site periodically during the time that the Work is being installed as required to ensure that the Veterans Memorial is being installed in accordance with the Artist's design intent.

Article A25 Town Project Management

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Services, and questions as to the interpretation of the Services to be performed under the Agreement. All interpretations and recommendations of the Project Manager shall be consistent with the intent of the Agreement.

The Project Manager, other Town representatives, and inspectors representing the Town and other public entities having jurisdiction over the Work shall at all times have access to the Work to inspect the work being performed. Were the Project Manager determines that the work is not being performed in accordance with the Agreement. Project Manager shall have the authority to reject any Services not being performed in accordance with the requirements of the Agreement.

Article A26 Final Acceptance

When the Services have been completed, the Artist shall notify the Project Manager that the work is ready for final inspection. Within thirty (30) calendar days of receipt of such notice the Project Manager shall inspect the work in conjunction with the Artist. During the inspection, a list of work requiring completion or correction shall be identified in writing ("Punch List"). Upon completion of the Punch List by the Artist the Project Manager shall issue to the Artist a written notice of final acceptance or a notice specifying any as unfinished Punch List items. Final acceptance shall not constitute a waiver or abandonment of any rights or remedies available to the Town under any other Article of this Agreement.

Issuance of Final Payment for the Service shall indicate to the Artist the official acceptance and commencement of the provisions contained in Article A36.

Article A27 Audit Rights

The Town reserves the right to audit the Artist's accounts during the performance of this Agreement and for three (3) years after final payment under this Agreement. The Artist agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Artist.

Article A28 Notices

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For the Town:

Edward Pidermann
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
Pidermanne@miamilakes-fl.gov

With a copy to:

Nathalie Garcia
Procurement Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
garcian@miamilakes-fl.gov

For Artist:
Artist Name
Title
Address 1
Address 2
City, State Zip
Email
Telephone

Article A29 Priority of Provisions

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

Article A30 Mediation - Waiver of Jury Trial

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the design and /or construction of the subject project(s), and/or following the completion of the projects(s), the parties to this Agreement agree all disputes between them shall be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis. The Artist agrees to include such similar contract provisions with all Subcontracts and/or independent contractors and/or Artists retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

Article A31 Compliance with Laws

Artist shall comply with all applicable laws, codes, ordinances, rules, regulations, and resolutions including, without limitation, the Americans with Disabilities Act ("ADA"), as amended, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. The Artist represents and warrants that there shall be no unlawful discrimination as provided by law in connection with the performance of this Agreement.

Article A32 Non-Discrimination

The Artist warrants and represents that it does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Artist's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, or national origin. Artist further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

Article A33 No Partnership

Artist is an independent contractor. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. The Artist has no authority to bind the Town to any promise, debt, default, or undertaking of the Artist.

Article A34 Discretion of Town Manager

Any matter not expressly provided for herein dealing with the Town or decisions of the Town shall be within the exercise of the reasonable professional discretion of the Town Manager.

Article A35 Resolution of Disputes

Artist understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Agreement by the Town shall be submitted for resolution in the following manner.

The initial step shall be for the Artist to notify the Procurement Manager in writing of the dispute identified in Article A10.06, Notices. Artist shall, within five (5) calendar days of the initial notification, all supporting documentation to the Procurement Manager. Failure to submit such appeal of the written finding shall constitute acceptance of the finding by the Artist. Upon receipt of said documentation the Procurement Manager shall review the issues relative to the dispute and issue a written finding.

Should the Artist and the Procurement Manager fail to resolve the dispute the Artist shall submit their dispute in writing within five (5) calendar days to the Town Manager. Failure to submit such appeal of the written finding shall constitute acceptance of the finding by the Artist. Upon receipt of said notification the Town Manager shall review the issues relative to the dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Artist being entitled to seek judicial relief in connection therewith. Should the amount of compensation require approval or disapproval by the Town Council Artist shall not be entitled to seek judicial relief unless:

- (i) it has first received Town Manager's written decision, approved by the Town Commission if applicable, or
- (ii) a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired where Town Manager's decision is subject to Town Commission approval; or
- (iii) Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Manager.

Article A36 Claims

Any claim for a change in the compensation or time for completion of the Services shall be made by written notice by Artist to the Town's Procurement Manager within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Artist's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Artist has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Artist. It is expressly and specifically agreed that any and all claims for changes to the Agreement shall be waived if not submitted in strict accordance with the requirements of this Article.

The time for completion will be extended in an amount equal to time lost on critical work items due to delays beyond the control of and through no fault or negligence of Artist if a claim is made as provided in this Article. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Artist, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Artist shall not be entitled to an increase in the Agreement price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Artist for actual delays due solely to fraud, bad faith or active interference on the part of Town. Artist shall be entitled only to extensions of the time for completion of the Services, as the sole and exclusive remedy for such resulting excusable delay.

The Artist agrees to make no claim for damages for delay of any kind in the performance of the Agreement Documents whether occasioned by any act or omission of the Town or any of its representatives and the Artist agrees that any such claim shall be compensated solely by an extension of time to complete performance of the Services due to an Excusable Delay as defined below. The Artist alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner the Artist shall not receive monetary compensation for Town delay(s).

Excusable Delay is either (i) caused by circumstances that could not be foreseen and are beyond the control of the Artist, its Subcontractors, or suppliers, or is (ii) caused jointly or concurrently by the Artist or its Subcontractors, suppliers, or vendors and by the Town. Then the Artist shall be entitled only to a time extension and no compensation for the delay.

Failure of Artist to comply with this Article as to any particular event of claim shall be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

Article A37 Surviving Covenants

The covenants and obligations set forth in this Article shall survive the completion and Final Acceptance of the installation and all other Services required under this Agreement for a period ending on the twentieth (20th) anniversary of the Artist's death.

A37.01 Maintenance of Work

The Town recognizes that although normal maintenance of the Services will involve simple and relatively inexpensive procedures, such maintenance on a regular basis is essential to the integrity and authenticity of the Services. The Town shall ensure such regular maintenance occurs according to the written specifications of the Artist to protect and maintain the Services against the ravages of time, vandalism, and the elements, and to the extent practicable shall make all significant repairs and restorations of the Services in accordance with Article A37.04 below.

A37.02 Notice

The Artist shall at its expense prepare and install at ______, pursuant to the written instructions and subsequent approval of the Project Manager, a tasteful public notice including the Artist's name, and shall maintain such notice in good repair against the ravages of time, vandalism, and the elements.

A37.03 Alteration of the Site or the of the Service

It is an inherent nature of any site to be vulnerable to physical alterations of varying degrees that may arise out of a function need consistent with its intended design and usage and/or the operation requirements of the site. Respectively, the integrity and authenticity of the Services is an integral component of the site. It is with the express understanding above that the Artist hereby agrees to waive all rights to monetary compensation for any acts arising out of operational requirements which may cause alterations to the site and/or the Services.

The town shall notify the Artist of any proposed alterations of the Work or of the site that would affect the intended character and appearance of the Work and shall consult with the Artist in the planning of any such alteration. If any such alteration of the site or of the Services is made without the express written approval of the Artist, the Artist may elect, upon a minimum of forty-eight (48) hours written notice to the Town Manager, to enter upon the site and at the expense of the Town remove or cover the public notice referred to in Article A38.02 above, as well as any signature or other emblem identifying the Artist with the Services.

A37.04 Repairs & Restoration of the Work

The Town shall have the right to determine when and if repairs and restorations to the Work will be made. During the Artist's lifetime, the Artist shall have the right to approve all repairs and restorations of a significant nature. If the Artist fails or refuses to approve any repair or restoration, the Town shall have the right to make such repair or restoration. To the extent practical, the Artist shall be given the opportunity to make or personally supervise significant repairs and restorations and the Artist may, at the discretion of the Town, be paid a reasonable fee for any such service, provided that both parties prior to the execution of such services mutually agree upon the fee in writing.

A37.05 Change of Address

The artist shall notify the Town of changes of address and telephone/fax numbers or email address, and failure to do so, if such failure prevents the Town from locating the Artist, shall be deemed a waiver by the Artist of his/her rights to enforce those provisions of this Agreement that require the express prior approval of the Artist.

A37.06 Copyright Transfer

The Artist retains its copyright in the Work of Art.

Title to the completed Work shall vest in the Town at the time of final acceptance by the Town. Notwithstanding the passage of title to the Work to the Town the Artist hereby reserves all rights associated with the copyright in its Work, with the condition that the Town be granted a perpetual and irrevocable license to reproduce faithful images of the Work for noncommercial use, including but not limited to public information, educational and catalogue purposes without written consent of the Artist. All reproduction by the Town shall contain a credit to the Artist. On any and all such reproductions, the Town shall place a copyright notice in the form and manner required to protect the copyright in the Work under the United States copyright law.

The Artist shall notify the Town of a transfer in the ownership of the copyright and provide the name, title, current address, telephone/fax number and email address to the Town in such event. Any transfer of copyright must carry with it the requirement that the covenants contained herein, and the Town's perpetual and irrevocable license survive the transfer.

Article A38 Third Party Beneficiary

Artist and the Town agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

Article A39 No Estoppel

Neither the Town's review, approval and/or acceptance of, or payment for Services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Artist shall be and remain liable to the Town in accordance with applicable laws for all damages to the Town caused by the Artist's negligent performance of any of the Services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

Where the Artist is comprised of more than one legal entity, each such entity shall be jointly and severally liable under this Agreement.

Article A40 Successors and Assigns

The performance of this Agreement shall not be transferred pledged, sold, delegated, or assigned, in whole or in part, by the Artist without the written consent of the Town Council or Town Manager, as applicable. It is understood that a sale of the majority of the stock or partnership shares of the Artist, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

The Artist's services are unique in nature and any transference without the prior written approval of the Town shall be cause for the Town to terminate this Agreement. The Artist shall have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

The Artist and the Town each binds one another, their partners, successors, legal representatives, and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

Article A41 Defense of Claims

Should any claim be made, or any legal action brought in any way relating to the Work under the Agreement, the Artist shall diligently render to the Town any and all assistance which the Town may require of the Artist.

Article A42 Time in Which to Bring Action Against the Town

In the event the Artist may be deemed to have a cause of action against the Town, no action shall lie or be maintained by the Artist against the Town upon any claim arising out of or based upon the Agreement by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a

final payment under the Agreement, or if Agreement is terminated under the provisions of the Agreement, unless such action is commenced within six (6) months after the date of such termination by the Town.

Article A43 Severability

In the event any provision of the Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of the Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Agreement in its entirety. An election to terminate the Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

Article A44 Interpretation

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

Article A45 Joint Preparation

Preparation of this Agreement has been a joint effort of the Town and Artist and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

Article A46 Applicable Law and Venue of Litigation

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party, concerning this Agreement, or arising out of this Agreement, shall be brought in Miami-Dade County, Florida. Each party shall bear its own attorney's fees except in actions arising out of Artist's duties to indemnify the Town under Article A12 where Artist shall pay the Town's reasonable attorney's fees.

Article A47 Entire Agreement

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Artist and supersedes all prior negotiations, representations, or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith.

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of any provision of this Agreement.						
END OF SECTION						

SECTION B SCOPE OF SERVICES

Article B1 Basic Services –Design, Fabrication, and Installation

The Artist shall perform all services, including travel, and furnish all supplies, materials, and equipment as necessary for the completion of the Work outlined in the Artist's Proposal under Exhibit 1, and shall be responsible for the following:

- B.1.1) <u>Artist's Implementation Services.</u> The Artist is solely responsible for all Services required to implement the scope of the fully developed Work as accepted by the Town inclusive of the Services identified in Exhibit 1, which shall commence after execution of the Agreement, and shall include but not be limited to:
 - B1.1.1) Services include the word detailed in Exhibit 1.
 - B1.1.2) <u>Design.</u> The Artist is solely responsible for the design of the Work, which is outlined in Exhibit 1.
 - B1.1.3) <u>Fabrication of the Work:</u> When the Work is to be fabricated by the Artist. Upon execution of Agreement, the Artist shall coordinate the fabrication process and begin fabrication of the Work to be completed and installed within the timeframe set forth in the Agreement. All required submittals or updates and changes shall be delivered to the Town in sufficient form and time to allow for review and acceptance by the Town. Submittals must be delivered in acceptable electronic format and in hard copy format within 5 working days of change.
 - B1.1.4) <u>Installation</u>: of the Work and on-site observation and monitoring of the progress, process, and quality of installation of the Work by Artist's contractors, when the Work is to be installed and verifying compliance with the Work. The Artist will complete the installation of the Work within the timeframe set forth in the Agreement. All required submittals or updates and changes shall be delivered to the Town in sufficient form to allow for review and acceptance by the Town. Submittals must be delivered in acceptable electronic format and in hard copy format within 5 working days of change. Timeframe for completing the review and approval of submittals, changes, or updates is at the sole discretion of the Town. However, a reasonable time of 10 working days shall be anticipated for completion of each review.
 - B1.1.5) <u>Construction Administration.</u> The Artist is responsible for all related construction administration activities included but not limited to, coordination with Artist's architectural/engineering consultants or Town's architectural/engineering consultants if required by the Town, conducting site visits, and securing all permits necessary to perform the Work. The Artist will complete construction administration activities within the timeframe set forth in the Agreement. All required submittals or updates and changes shall be delivered to the Town in sufficient form to allow for review and acceptance by the Town. Submittals must be delivered in acceptable

electronic format and in hard copy format within 5 working days of change. Timeframe for completing the review and approval of submittals, changes, or updates is at the sole discretion of the Town. However, a reasonable time of 10 working days shall be anticipated for completion of each review. The Work shall comply with the Florida Building Code and all architectural, engineering drawings and calculations shall be signed and sealed by appropriately licensed Florida architect(s) or engineer(s).

- B1.1.5.1) <u>Documentation and Reporting</u>: providing the Town with monthly reports documenting site activity and status of Work. Upon installation and completion of the Work, the Artist shall provide the following documentation of Work prior to final payment:
- B1.1.5.2) One full set of "as built" drawings, all construction, fabrication, and installation specifications, or other documentation pertaining to the Work;
- B1.1.5.3) Two sets of at least four different photographic prints that best represent the completed Work;
- B1.1.5.4) Two CD's containing high resolution (image size not smaller than 5 x 7 with a resolution of at least 300 dpi) of the completed Work, taken from at least three different viewpoints, for a total of twelve images.
- B1.1.5.5 Electronic files and photographs shall be of acceptable professional quality in the determination of the Town and shall be properly marked.
- 1.2 PROCEDURE Design, Fabrication, and Installation
 - 1.2.1) Upon execution of this Agreement, the Artist shall coordinate the design, fabrication, and installation process and schedule milestones for the completion of tasks pursuant to the Services to be performed under the Agreement.
 - 1.2.2) The Artist shall submit to the Town timeline/schedule inclusive of milestones for approval within 10 working days of execution of the Agreement. The Artist shall submit any updates or changes to the timeline/schedule no later than 5 working days of a proposed change to the timeline to the Town for approval.
 - 1.2.3) Upon receipt of the executed Agreement, the Artist shall begin the implementation Services as referenced in 1.1 A. to be completed within the timeframe set forth in the Agreement.

END OF SECTION

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST	[ARTIST/FIRM NAME]		
	Ciamatura		
Signature	Signature		
Print Name, Title	Print Name, [ARTIST NAME]		
	(Corporate Seal)		
ATTEST:	Town of Miami Lakes , a municipal corporation of the State of Florida		
Gina Inguanzo Town Clerk	Edward Pidermann, Town Manager		

CERTIFICATE OF AUTHORITY

1	HEREBY	CERTIFY	that	at	а	meeting	of	the	Board	of	Directors	of
						, a corp	orat	ion o	rganized	and	existing u	nder
the laws	of the St	ate of			,	held on t	he _	day	of			, a
resolutio	n was duly	passed ar	nd ado	pted	aut	horizing (N	lame)				as
(Title)			_of th	e co	rpoi	ration to e	execu	ıte ag	reement	s on	behalf of	fthe
corporati	ion and pr	oviding th	at his/	her	exe	cution ther	eof,	attest	ted by t	he se	ecretary o	f the
corporati	ion, shall b	e the officia	al act a	nd d	eed	of the corp	orati	ion.				
I further	certify that	t said resolu	ution re	emai	ns ir	full force	and e	effect.				
IN	N WITNESS	WHEREOF	, I hav	e he	reui	nto set my	han	d this	, d	ay of	f	
2013.												
Secretary	/:											
Print:												

NOTARIZATION

STATE OF)							
) SS:						
COUNTY OF)							
The	foregoing instrument	was	acknowledged	before	me	this		day	0
	, 2013, by				who	is per	sonally	know	n to
me or who l	has produced			_ as iden	tifica	tion a	nd who	(did /	dic dic
not) take an	oath.								
SIGNATURE	OF NOTARY PUBLIC								
STATE OF FL	ORIDA								
•	TAMPED OR TYPED								
NAIVIE OF IN	OTARY PUBLIC								

Exhibit 1

RESOLUTION NO. 21-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE SHORTLIST OF TOP THREE ARTISTS SELECTED BY TOWN'S MiGlo ARTIST SELECTION **COMMITTEE**; **AUTHORIZING** THE MANAGER TO EXECUTE AN AGREEMENT FOR THE CONSTRUCTION AND DESIGN OF ARTWORK WITH THE TOP RANKED ARTIST CAROLA BRAVO, AND IF AN AGREEMENT IS NOT REACHED, THE AUTHORITY TO NEGOTIATE WITH THE NEXT SUBSEQUENT RANKED ARTIST; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; **PROVIDING FOR INCORPORATION OF RECITALS**; PROVIDING FOR AN EFFECTIVE DATE. (WILSON)

WHEREAS, during the year 2019, the Miami Foundation, launched a Public Space Challenge grant program (the "Grant") with the goal of motivating and incentivizing individuals and local governments to propose projects that create, improve, or activate public spaces; and

WHEREAS, the Town of Miami Lakes (the "Town"), submitted a Grant proposal that included a solar powered, glow in the dark, luminescent path for Town pedestrian and bicyclists to enjoy along N.W. 170th Street, from N.W. 87th Avenue to N.W. 89th Avenue ("MiGlo Project"); and

WHEREAS, the Grant proposal was chosen and awarded Twenty-Five Thousand Dollars (\$25,000) towards design and construction; and

WHEREAS, the Grant award does not require the Town to match funds; and

WHEREAS, a Call to Professional Artists was issued through the Miami-Dade County

Art in Public Places Program of Miami-Dade County's Department of Cultural Affairs; and

WHEREAS, a total of fourteen (14) submittals were received and vetted by the Town's MiGlo Artist Selection Committee (the "Committee"), comprised of Town committee members and local professionals with expertise in design, construction, and bicycle use; and

WHEREAS, the Committee has created a short list of three artists, Carola Bravo, Deon Rubi Lucila Garcia de Onrubia, and Panchi Sanfuentes; and

WHEREAS, the Town Manager is desirous for authority to negotiate and execute an agreement, and expend budgeted funds for the design and construction of the MiGlo Walking and Bicycle Trail Project with the top-ranked artist, Carola Bravo for an amount not to exceed, Twenty-Two Thousand Five Hundred Dollars and 00/100 (\$22,500.00); and

WHEREAS, in the event that the Town Manager is unable to reach an agreement with Carola Bravo, the Town Manager desires authority to negotiate with the next, subsequent tiered artist.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. Approval of the MiGlo Artist Selection Committee's Short List of Artists.

The Town Council approves the MiGlo Artist Selection Committee's Short List of Artists, and the Artists' designs.

Section 3. Authorization of Town Manager. The Town Manager and, or his designee are authorized to negotiate with the top-ranked artist, Carola Bravo for the design and construction of the MiGlo Walking and Biking Trail, for an amount not to exceed Twenty-Two Thousand Five Hundred Dollars and 00/100 (\$22,500.00). In the event that negotiations are unsuccessful with Carola Bravo, the Town Manager is authorized to negotiate with next subsequently tiered artist. The Town Manager is authorized to execute a Professional Artist Service Agreement in substantially the same form as attached hereto.

Page 3 of 4	
Resolution 21 -	

Section 4. Providing Authority to Expend Budgeted Funds. The Town Manager is Authorized to expend budgeted funds up to an amount of Twenty-Two Thousand Five Hundred Dollars and 00/100 (\$22,500.00).

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

****** THIS PORTION HAS BEEN LEFT PURPOSEFULLY LEFT BLANK ******

Passed and adopted this day of	2021
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:	
Mayor Manny Cid	<u> </u>
Vice Mayor Luis E. Collazo	<u></u>
Councilmember Carlos O. Alvarez	<u> </u>
Councilmember Josh Dieguez	<u> </u>
Councilmember Tony Fernandez	<u> </u>
Councilmember Jeffrey Rodriguez	<u> </u>
Councilmember Marilyn Ruano	<u></u>
	MANNY CID MAYOR
Attest:	MATOR
	<u></u>
Gina M. Inguanzo TOWN CLERK	
Approved as to form and legal sufficiency:	
Raul Gastesi, Jr.	
Gastesi, Lopez and Mestre, PLLC TOWN ATTORNEY	

Page 4 of 4 Resolution 21 - _____



TOWN OF MIAMI LAKES MEMORANDUM

To: Honorable Mayor and Town Councilmembers

From: Edward Pidermann, Town Manager

Subject: Rock Mine Blasting Study

Date: June 8, 2021

Recommendation

It is recommended that the Council adopt the attached resolution in support of an independent university study regarding the effects of rock mine blasting.

Background

During the May 2021 Council meeting, the Town Council listened to requests made by the Town's Blasting Advisory Board. Included in their request, was support for Representative Tom Fabricio's initiative for an independent university study and report on the effects of rock mine blasting on homes in N.W. Miami-Dade and S.W. Broward County.

RESOLUTION NO. 20-___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, IN SUPPORT OF AN INDEPENDENT STUDY UNIVERSITY STUDY REGARDING THE EFFECTS OF MINE BLASTING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE TOWN CLERK; AND PROVIDING FOR AN EFFECTIVE DATE (DECARDENAS)

WHEREAS, during the Town of Miami Lakes ("the Town") May Council Meeting, the Town heard from the Town's Blasting Advisory Committee; and

WHEREAS, the Committee requested that the Town adopt a resolution supporting State Representative Tom Fabricio's request that a university conduct research and produce and unbiased report on the effect of rock mine blasting in N.W. Miami-Dade and S.W. Broward County; and

WHEREAS, the Town Council recognizes the importance of this study, the real effects of rock mine blasting and provides its support of a study; and

****** THIS PORTION HAS BEEN LEFT INTENTIONALLY BLANK *******

Page 2 of 3	
Resolution No 21 -	

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

<u>Section 2.</u> Support of an Unbiased University Study on the effects of Rock Mine <u>Blasting.</u> The Town Council hereby remits its formal support of Representative Tom Fabricio's request for a university study and report on the effects of rock mine blasting in N.W. Miami-Dade and S.W. Broward County.

Section 3. Instructions to Town Clerk. The Town Clerk or their designee are authorized and instructed to send a copy of this resolution to all necessary officials.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

****** THIS SPACE INTENTIONALLY LEFT BLANK *********

Page 3 of 3 Resolution No 21	
Passed and adopted this day of	2021
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:	
Mayor Manny Cid	<u></u>
Vice Mayor Luis E. Collazo	<u></u>
Councilmember Carlos O. Alvarez	<u></u>
Councilmember Josh Dieguez	<u></u>
Councilmember Tony Fernandez	<u></u>
Councilmember Jeffrey Rodriguez	<u></u>
Councilmember Marilyn Ruano	<u></u>
Attest:	MANNY CID MAYOR
	<u> </u>
Gina M. Inguanzo TOWN CLERK	
Approved as to form and legal sufficiency:	
Raul Gastesi, Jr. Gastesi, Lopez and Mestre, PLLC TOWN ATTORNEY	<u> </u>



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers

From: Edward Pidermann, Town Manager

Subject: Five (5) Year Stormwater Interlocal Agreement – Miami Dade County

Date: June 8, 2021

Recommendation:

It is recommended that the Town Council approve the Stormwater Interlocal Agreement (Attachment "A") with Miami-Dade County ("County") for the provision of canal maintenance services. The annual cost for these services is estimated to be approximately \$158,918 per year and funded by the Stormwater Utility Fund.

Background:

Prior to the Town of Miami Lakes' ("Town") incorporation in 2000, the County's Public Works Department performed several tasks along the canals which were funded from the Miami-Dade Stormwater Utility Fee.

In 2003, via Ordinance No. 03-31, the Town Council created its own stormwater utility and began performing maintenance along the canals as part of those responsibilities. Presently, the canal system is owned by the County with surrounding communities paying a percentage share for the maintenance of the canals running through each area.

In 2016, via Resolution No. 16-1398, the Town Council approved a stormwater interlocal agreement with the County for the provision of canal which is set to expire on September 30, 2021.

The budget for the above services is funded from the Stormwater Utility Fund, with a proposed allocation of the \$158,918 for FY 2021-2022. There is no increase in annual cost from the previous agreement for the proposed contract term.

Attachments:

Resolution on Stormwater Interlocal Agreement Miami Dade County Stormwater Interlocal Agreement

RESOLUTION NO. 21-___

A RESOLUTION OF THE TOWN OF MIAMI LAKES, TOWN COUNCIL, APPROVING THE STORMWATER INTERLOCAL AGREEMENT WITH **MIAMI-DADE** COUNTY **FOR** PROVISION OF CANAL **MAINTENANCE SERVICES:** AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUN PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2003, the Town of Miami Lakes (the "Town") adopted Ordinance 03-31 and created its own stormwater utility program which allowed it to perform maintenance of its canals; and

WHEREAS, presently, canals running through the Town are owned by Miami-Dade County; and

WHEREAS, from time to time, the Town has entered into interlocal agreements with Miami-Dade County regarding shared responsibility and oversight of the Town's storm-water system, including its canals; and

WHEREAS, in 2016, the Town of Miami Lakes and Miami-Dade County entered into a five (5) year Stormwater Management Interlocal Agreement, which is set to expire this year; and

WHEREAS, the budget for the Town's maintenance of its canals are One Hundred Fifty Eight Thousand, Nine Hundred Eighteen Dollars and 00/100 for Fiscal Year 2021/22, and are funded from the stormwater utility fund; and

WHEREAS, the Town Manager recommends that the Town Council approve a five year interlocal agreement with Miami-Dade County, for Stormwater Management in substantially the same form as attached hereto in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

<u>Section 1.</u> <u>Recitals.</u> The foregoing Recitals are true and correct and incorporated herein by this reference.

Page 2 of 3 Resolution 21 -

Section 2. Approval of Miami-Dade County's Interlocal Agreement for Stormwater Management The Town Council hereby approves the Interlocal Agreement with Miami-Dade County, for Stormwater Management in substantially the same form as attached hereto in Exhibit "A."

Section 3. Town Manager Authority. The Town Manager and, or his delegate, are authorized to execute the Interlocal Agreement with Miami-Dade County, in substantially the same form as attached hereto in Exhibit "A," and any other amendments, modifications or other document necessary to effectuate the Interlocal Agreement.

Section 4. Authority to Expend Budgeted Funds. The Town Manager is authorized to expend budgeted funds in order to implement the terms and conditions of the Interlocal Agreement with Miami-Dade County.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

******THIS SPACE INTENTIONALLY LEFT BLANK*****

Page 3 of 3 Resolution 21	
Passed and adopted this day of	2021
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:	
Mayor Manny Cid	
Vice Mayor Luis E. Collazo	
Councilmember Carlos O. Alvarez	
Councilmember Josh Dieguez	
Councilmember Tony Fernandez	<u> </u>
Councilmember Jeffrey Rodriguez	
Councilmember Marilyn Ruano	
Attest:	MANNY CID MAYOR
Gina M. Inguanzo TOWN CLERK Approved as to form and legal sufficiency:	
Raul Gastesi, Jr. Gastesi, Lopez and Mestre, PLLC TOWN ATTORNEY	



FIVE (5) YEAR INTERLOCAL AGREEMENT

between

THE TOWN OF MIAMI LAKES AND THE MIAMI-DADE COUNTY STORMWATER UTILITY FOR STORMWATER MANAGEMENT

MIAMI-DADE COUNTY STORMWATER UTILITY (305) 372-6688 701 NORTHWEST FIRST COURT, SUITE 500 MIAMI, FL 33136



FIVE (5) YEAR INTERLOCAL AGREEMENT BETWEEN

THE TOWN OF MIAMI LAKES (TOWN) AND

THE MIAMI-DADE COUNTY STORMWATER UTILITY (UTILITY) FOR STORMWATER MANAGEMENT

THIS FIVE (5) YEAR INTERLOCAL AGREEMENT, [the "Agreement"] by and between the Miami-Dade County Stormwater Utility, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as "UTILITY",] and the Town of MIAMI LAKES, a Florida Municipal Corporation, through its governing body, the MIAMI LAKES Town Council of the Town of MIAMI LAKES, Florida [hereinafter sometimes referred to as "TOWN",] is entered into as follows:

WITNESSETH

WHEREAS, Section 403.0893, Florida Statutes (F.S.), authorizes the establishment of stormwater utilities to plan, construct, operate, and maintain stormwater management systems; and

WHEREAS, the Board of County Commissioners of Miami-Dade County, did, by adoption of Miami-Dade County Ordinances No. 91-66 and Ordinance No. 91-120, as amended by Ordinance Nos. 92-44 and 92-86, create a stormwater utility [hereinafter referred to as the "UTILITY"], and which UTILITY may operate within a municipality or municipalities; and

WHEREAS, it is the intent of the UTILITY and the TOWN, through this Agreement, to establish relationships and responsibilities for the maintenance of shared stormwater systems by the TOWN and the UTILITY; and

WHEREAS, the UTILITY and the TOWN recognize that there are operating costs, as well as benefits, associated with maintaining shared stormwater drainage systems; and

WHEREAS, the UTILITY and the TOWN want to share these costs in proportion to the drainage area, the service provided, and the benefits received,

Now, therefore, in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

ARTICLE I PURPOSES

The UTILITY and the TOWN enter into this Agreement to further the following purposes:

- (1) to protect and promote the public health, safety, and general welfare through the management of stormwater run-off;
- (2) to maintain and improve water quality and preserve and enhance the environmental quality of the receiving waters;
 - (3) to control flooding that results from rainfall events;
- (4) to deter unmanaged rainwater from eroding sandy soils and causing sedimentation;
 - (5) to deter the disruption of the habitat of aquatic plants and animals;
- (6) to promote intergovernmental cooperation in effectively and efficiently managing stormwater run-off;
- (7) to maintain and repair shared stormwater systems located within the limits of the drainage service areas, depicted on the map in Attachment "A-2", in accordance with the approved plans. These include maintaining canals, and any required maintenance of flow control structures and stormwater pump stations and their mechanical and electrical components; maintaining stormwater systems as determined by conditions of the system, prevailing environmental conditions, and the level of service established.
- (8) to provide a mechanism for the UTILITY and the TOWN to share and allocate the cost of maintaining and repairing shared stormwater drainage systems as stated in (7), above.

ARTICLE II DEFINITIONS

<u>Agreement</u> shall mean this document, including any written amendments, attachments, and other written documents, which are expressly incorporated by reference.

Stormwater Management Plans shall mean stormwater management plans developed by both the TOWN and by the UTILITY, to meet the required level of service as established in their respective stormwater management programs or master plan pursuant to Florida Statute 403.0891.

<u>TOWN Stormwater Utility Budget</u> shall mean the TOWN's developed and approved fiscal year budget which includes a component for stormwater management of its drainage system, including capital and operating outlays necessary to maintain the level of service established in the TOWN's Stormwater Management Plans.

<u>Utility Stormwater Budget</u> shall mean the UTILITY's developed and approved fiscal year budget for stormwater management of its drainage system, including capital and operating outlays necessary to maintain the level of service established in the Utility's Approved Plans.

<u>Shared Stormwater Drainage System</u> shall mean that portion of the drainage system owned by either the TOWN or the UTILITY to which both the TOWN and the UTILITY contribute stormwater runoff and which is further identified in Attachment "A".

<u>Costs allocable to the TOWN</u> shall mean those portions of the actual maintenance and operating outlays budgeted by the UTILITY in its yearly budget process, which are allocated to the TOWN based on the TOWN's relative stormwater runoff contribution to the shared portion of the stormwater drainage system of the UTILITY.

<u>Costs allocable to the Utility</u> shall mean those portions of the actual maintenance and operating outlays budgeted by the TOWN in its yearly budget process, which are allocated to the UTILITY based on the UTILITY's relative stormwater runoff contribution to the shared portion of the stormwater drainage system of the TOWN.

Operating Outlays shall mean expenses budgeted by the TOWN and the UTILITY which are actual expenses incurred in each fiscal year, which due to their nature are considered reoccurring expenses to sustain yearly stormwater drainage operations.

<u>Capital Outlays</u> shall mean expenses budgeted by the TOWN and the UTILITY which are actual expenses incurred in each fiscal year, which due to their nature are considered non-reoccurring and producing a long term benefit to the users. The yearly charges allocable to the TOWN or to the UTILITY shall be that amount prorated, plus interest charges and administrative fees, for no longer than the calculated useful life of the capitalized item in no case exceeding 20 years. A separate Interlocal Agreement is required for any approved Capital Outlays that may be amortized beyond the life of this Agreement.

<u>Fiscal Year</u> shall mean the period beginning on October 1 and ending on September 30 of the following year.

<u>Force Majeure</u> shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subcontractors, third-party contractors, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

<u>Maintenance</u> is defined by, and limited to, the tasks listed in the Attachment "B" or other related stormwater drainage tasks agreed to by both parties' Project Managers.

<u>Project Manager</u> shall mean the persons designated by the TOWN and by the UTILITY to serve as the representative of each for the purposes of exchanging communications and to issue and receive directives pursuant to and within the powers provided under this Agreement.

Written notice shall mean written communication between the Project Managers.

ARTICLE III STATEMENT OF WORK

The TOWN AND the UTILITY shall fully and timely perform all work tasks described in this Statement of Work:

The TOWN shall maintain and repair shared stormwater systems located within the limits of the drainage service areas, depicted on the map in Attachment "A-2", in accordance with this Agreement and the TOWN's stormwater management plan. The TOWN shall be responsible for maintaining aesthetic conditions only on canals and other water bodies within the TOWN's boundary by providing for litter and minor debris removal as needed. The TOWN has elected to perform culvert cleaning above water, flat mowing, and slope mowing within the TOWN's boundaries, and at no cost to the UTILITY.

The UTILITY shall maintain, repair, and enhance shared stormwater management systems located within the limits of the drainage service areas in accordance with Attachment "A" and Attachment "B".

The TOWN's relative stormwater runoff contribution to the UTILITY's shared drainage system and the UTILITY's relative stormwater runoff contribution to the shared drainage system is depicted in Attachment "A".

ARTICLE IV TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of five (5) years commencing on October 1, 2021 and ending on September 30, 2026, provided, however, either party may terminate this Agreement without cause prior to the expiration date upon one (1) year's advance written notice to the other party of its decision to terminate this Agreement.

ARTICLE V TOWN AND UTILITY RESPONSIBILITIES

- A. Upon the request of either the TOWN or the UTILITY, each shall share information in matters related to operations, maintenance, design and construction costs and cost allocation determinations associated with shared drainage systems.
- B. The TOWN and the UTILITY shall provide notice to each other, as provided, in this Agreement designating their respective Project Manager. Each shall promptly notify each

other of any change in the Project Manager designation by written notice as specified in this Agreement.

- C. Commencing with fiscal year 2021-2022, and after approval of the Agreement, the costs allocable to the TOWN and the costs allocable to the UTILITY based on the relative stormwater runoff contribution to each other's shared portion of the stormwater drainage systems are included in this Agreement and presented as described in Attachment "B". Estimated total expenditures for the five (5) year term of this Agreement are also included and shall not be exceeded.
- D. The tasks and levels of service set forth in Attachment "B" may be adjusted by the UTILITY due to prevailing environmental conditions, maintenance needs, or ownership, provided that the total annual estimated expenditures are not exceeded. The UTILITY must notify the TOWN in writing of such changes prior to the next maintenance cycle. The TOWN may also request modifications to the tasks or level of services set forth in Attachment "B". Any such work requested by the TOWN shall commence within reasonable time after the request has been made to the UTILITY. If the tasks and level of service must be adjusted in such a manner that the annual estimated expenditure will be exceeded in any given year, then approval by both parties' Project Managers must be obtained. However, the total five-year cost of the Agreement shall not be exceeded.
- E. Payments by the TOWN are to be made within 30 days after the bill presentation. In the event of a dispute on the billed amount, the TOWN may notify the UTILITY of the nature of the dispute and the UTILITY shall make arrangements for the pertinent records to be made available for inspection by the TOWN, as indicated under Article V (H) of this Agreement. Upon resolution of the dispute, payments by the TOWN are to be made within 30 days. In the event of an overpayment by the TOWN, the UTILITY shall reimburse the TOWN within 30 days after verification of the overpayment by the UTILITY.
- F. The TOWN and the UTILITY shall maintain financial records pertaining to this Agreement for 5 years after the expiration of this Agreement, and shall make them available for inspection and copying at the place where the records are maintained within a reasonable time after receiving a records request.
- G. The TOWN and the UTILITY shall each be responsible for procuring independently all necessary permits in the performance of their respective work under this Agreement.
- H. The TOWN and the UTILITY shall each comply with all applicable regulations, ordinances and laws in effect in the performance of this Agreement.
- I. If requested, the UTILITY will provide a tentative yearly maintenance schedule at the beginning of each fiscal year. As an update to the yearly maintenance schedule, the UTILITY will coordinate (via e-mail or telephone) with the TOWN within 48 hours prior to commencing work in the TOWN. The UTILITY contact for maintenance activities will be the Division Director or the Director's Designee of the Miami-Dade County Transportation and Public Works Department's Road, Bridge, and Canal Maintenance Division.

J. Upon request by the TOWN, the UTILITY shall provide quarterly reports showing the tasks performed, dates of work completed, number of crews, and pre-audited cost of service.

ARTICLE VI COMPENSATION/CONSIDERATION

A. It is the intent and understanding of the parties that this Agreement is solely for the TOWN and the UTILITY. No person or entity other than the TOWN or the UTILITY shall have any rights or privileges under this Agreement in any capacity whatsoever, either as a third-party beneficiary or otherwise.

ARTICLE VII DEFAULT

TOWN Event of Default

Without limitation, the failure by the TOWN to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "TOWN event of default". The UTILITY shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. If the UTILITY determines that a TOWN event of default has occurred, the UTILITY shall provide written notice of such default to the TOWN and allow the TOWN a thirty (30) calendar day period to rectify the "TOWN event of default".

In the event that the UTILITY determines that the TOWN event of default has not been rectified, the UTILITY shall have the right to terminate the Agreement with the following cumulative and independent rights and remedies:

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

UTILITY Event of Default

Without limitation, the failure by the UTILITY to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "UTILITY event of default". The TOWN shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. If the TOWN determines that a UTILITY event of default has occurred, the TOWN shall provide written notice of such default to the UTILITY and allow the UTILITY a thirty (30) calendar day period to rectify the "UTILITY event of default".

In the event that the TOWN determines that the UTILITY event of default has not been rectified, the TOWN shall have the right to terminate the Agreement with the following cumulative and independent rights and remedies:

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

ARTICLE VIII GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The UTILITY and the TOWN agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

ARTICLE IX ENTIRETY OF AGREEMENT

The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

ARTICLE X HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

ARTICLE XI RIGHTS OF OTHERS

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reasons of this Agreement.

ARTICLE XII REPRESENTATION OF TOWN

The TOWN represents that this Agreement has been duly authorized, executed and delivered by the Town Council of the Town of Miami Lakes, as the governing body of the TOWN and it has the required power and authority to perform this Agreement and has granted the Town Manager or the Town Manager's Designee the required power and authority to perform this Agreement.

ARTICLE XIII REPRESENTATION OF UTILITY

The UTILITY represents that this Agreement has been duly approved, executed and delivered by the Board of County Commissioners, as the governing body of the UTILITY, and it has granted the Miami-Dade County Mayor or the Mayor's Designee the required power and authority to perform this Agreement.

ARTICLE XIV WAIVER

There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement.

ARTICLE XV INVALIDITY OF PROVISIONS, SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

ARTICLE XVI INDEPENDENT CONTRACTOR

The TOWN shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the UTILITY. TOWN shall have control of the work performed in accordance with the terms of this Agreement and of all persons

performing the same, and TOWN shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

The UTILITY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the TOWN. UTILITY shall have control of the work performed in accordance with the terms of this Agreement and of all persons performing the same, and UTILITY shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

Nothing in this Agreement shall be construed as creating a partnership or joint venture between the UTILITY and the TOWN.

ARTICLE XVII INDEMNIFICATION

The TOWN shall indemnify and hold harmless the UTILITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the UTILITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the TOWN or its employees, agents, servants, partners, principals or subcontractors. TOWN shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the UTILITY, where applicable, including appellate proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the TOWN shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the TOWN arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the TOWN.

The UTILITY does hereby agree to indemnify and hold harmless the TOWN to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the UTILITY shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgements or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the UTILITY. However, nothing herein shall be deemed to indemnify the TOWN from any liability or claim arising out of the negligent performance or failure of performance of the TOWN or any unrelated third party.

IN WITNESS THEREOF, the parties hereto through their duly authorized representatives hereby execute this Agreement.

Attest:		TOWN OF MIAMI LAKES, FLORIDA 6601 Main Street Miami Lakes, FL 33014 Attn: Mr. Edward Pidermann, Town Manager (305) 364-6100				
Town Clerk	Date	Authorized signature on behalf of the TOWN of MIAMI LAKI				
		By: Town Attorney	 Date			
		By:Town Manager				
		MIAMI-DADE COUNTY BOA COMMISSIONERS, FLORIDA BODY OF THE MIAMI-DAD STORMWATER UTILITY	A AS GOVERNING			
		By: Mayor or Mayor's Designee	Date			
		Stephen P. Clark Center 111 N.W. 1 Street Miami, Florida 33128				
		HARVEY RUVIN, CLERK Attest:				
		By:	 Date			

ATTACHMENT "A"

- A.1 Percent Share Calculation Table
- A.2 Canals and Drainage Areas Map

ATTACHMENT "B"

Five (5) Year Cost Share Table

(see attachment)

ATTACHMENT "A.1"

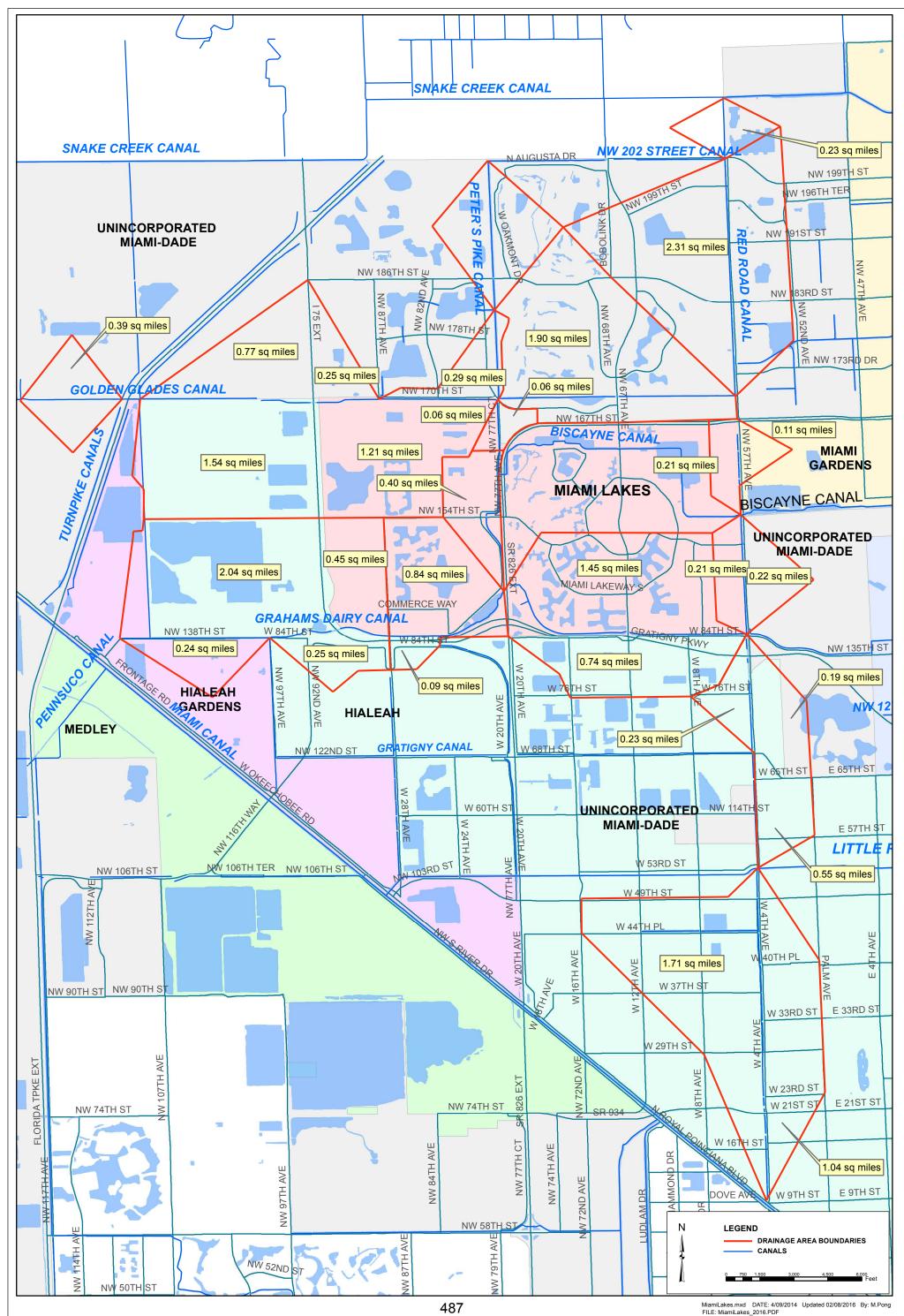
TOWN OF MIAMI LAKES CANAL DRAINAGE AREAS % SHARE

CANAL	DRAINAGE AREAS	(SQ MILE)	% SHARE
RED ROAD CANAL 1. Miami Lakes	0.42	(0.21+0.21)	6%
2. Miami Gardens	0.11		2%
3. Hialeah	3.53	(1.71+1.04+0.55+0.23)	50%
4. Miami-Dade County	2.95	(0.19+0.22+2.31+0.23)	42%
PETER'S PIKE CANAL 1. Miami Lakes	0.46	NW 138 St to NW 170 St	88%
2. Dade County	0.06	NW 138 St to NW 170 St	12%
GOLDEN GLADES CANA 1. Miami Lakes	AL 1.21		19%
2. Miami-Dade County	3.60	(0.25+0.29+0.77+0.39+1.9)	57%
3. Hialeah	1.54		24%
GRAHAM'S DAIRY CAN. 1. Miami Lakes	AL 2.74	(1.45+0.84+0.45)	45%
2. Hialeah	3.12	(2.04+0.34+0.74)	51%
3. Hialeah Gardens	0.24	(0.24)	4%



TOWN OF MIAMI LAKES CANALS AND DRAINAGE AREAS





ATTACHMENT "B"

TOWN OF MIAMI LAKES

Canal Maintenance Estimated Costs (FY 2021/22 - 2025/26)

Selected Level of Service Shown Shaded

Culvert Cleaning - Above Water¹

Canal Name		Cycles	per Year		Municip	pality's
Carlai Name	1	2	3	4	% Share	Cost
Red Road	\$0	\$0	\$0	\$0	6.0	\$0
Peter's Pike	\$0	\$0	\$0	\$0	88.0	\$0
Golden Glades	\$0	\$0	\$0	\$0	19.0	\$0
Grahams Dairy	\$0	\$0	\$0	\$0	45.0	\$0
sub-total	\$0	\$0	\$0	\$0		\$0

Town's Annual Cost at Current Level of Service (0 cycles)

\$0

ine Item 1

Culvert Cleaning - Below Water

Canal Nama		Cycles per Year			Municipality's	
Canal Name	1	2	3	4	% Share	Cost
Red Road	\$4,300	\$8,600	\$12,900	\$17,200	6.0	\$1,032
Peter's Pike	\$1,500	\$3,000	\$4,500	\$6,000	88.0	\$5,280
Golden Glades	\$700	\$1,400	\$2,100	\$2,800	19.0	\$532
Grahams Dairy	\$1,000	\$2,000	\$3,000	\$4,000	45.0	\$1,800
sub-total	\$7,500	\$15,000	\$22,500	\$30,000		\$8,644

Town's Annual Cost at Current Level of Service (4 cycles)

\$8,644

Line Item 2

Mechanical Harvesting (submerged, emergent, and bank areas treated)

	<u> </u>	<u> </u>	<u> </u>			
Canal Name		Cycles	per Year		Municip	ality's
Cariai Name	1	2	3	4	% Share	Cost
Red Road	\$26,000	\$52,000	\$78,000	\$104,000	6.0	\$6,240
Peter's Pike	\$12,500	\$25,000	\$37,500	\$50,000	88.0	\$44,000
Golden Glades	\$14,000	\$28,000	\$42,000	\$56,000	19.0	\$10,640
Grahams Dairy	\$7,800	\$15,600	\$23,400	\$31,200	45.0	\$14,040
sub-total	\$60,300	\$120,600	\$180,900	\$241,200		\$74,920

Town's Annual Cost at Current Level of Service (4 cycles)

\$74,920

Line Item 3

Herbicide Treatment (submerged, emergent, and bank areas treated)

Canal Name	Cycles per Year			Municipality's		
Cariai ivame	1	2	3	4	% Share	Cost
Red Road	\$15,000	\$30,000	\$45,000	\$60,000	6.0	\$3,600
Peter's Pike	\$11,200	\$22,400	\$33,600	\$44,800	88.0	\$39,424
Golden Glades	\$7,000	\$14,000	\$21,000	\$28,000	19.0	\$5,320
Grahams Dairy	\$13,250	\$26,500	\$39,750	\$53,000	45.0	\$23,850
sub-total	\$46,450	\$92,900	\$139,350	\$185,800		\$72,194

Town's Annual Cost at Current Level of Service (4 cycles)

\$72,194

Line Item 4

ATTACHMENT "B"

TOWN OF MIAMI LAKES Canal Maintenance Estimated Costs (FY 2021/22 - 2025/26)

Mowing - Flat1

Canal Nama		Cycles	Municipality's			
Canal Name	1	2	3	4	% Share	Cost
Red Road	\$0	\$0	\$0	\$0	6.0	\$0
Peter's Pike	\$0	\$0	\$0	\$0	88.0	\$0
Golden Glades	\$0	\$0	\$0	\$0	19.0	\$0
Grahams Dairy	\$0	\$0	\$0	\$0	45.0	\$0
sub-total	\$0	\$0	\$0	\$0		\$0

Town's Annual Cost at Current Level of Service (0 cycles)

φU

Mowing - Slope¹

Canal Nama		Cycles per Year				Municipality's	
Canal Name	1	2	3	4	% Share	Cost	
Red Road	\$0	\$0	\$0	\$0	6.0	\$0	
Peter's Pike	\$0	\$0	\$0	\$0	88.0	\$0	
Golden Glades	\$0	\$0	\$0	\$0	19.0	\$0	
Grahams Dairy	\$0	\$0	\$0	\$0	45.0	\$0	
sub-total	\$0	\$0	\$0	\$0		\$0	

Town's Annual Cost at Current Level of Service (0 cycles)

Line Item 6

Obstruction Removal / Preventative Mitigation / Emergency Repair (contingency)²

Canal Name	Cycles per Year				Municipality's	
Carlai Name	1	2	3	4	% Share	Cost
Red Road	\$2,000	\$4,000	\$6,000	\$8,000	6.0	\$120
Peter's Pike	\$2,000	\$4,000	\$6,000	\$8,000	88.0	\$1,760
Golden Glades	\$2,000	\$4,000	\$6,000	\$8,000	19.0	\$380
Grahams Dairy	\$2,000	\$4,000	\$6,000	\$8,000	45.0	\$900
sub-total	\$8,000	\$16,000	\$24,000	\$32,000		\$3,160

Town's Annual Cost at Current Level of Service (1 cycle)

\$3,160 Line Item 7

TOTAL ANNUAL COST \$489,000

MDC STORMWATER UTILITY ANNUAL COST \$330,082

MDC STORMWATER UTILITY 5-YEAR COST \$1,650,410

MIAMI LAKES ANNUAL COST (Line Items 1 through 7) \$158,918

MIAMI LAKES 5-YEAR COST \$794,590

NOTES:

Scheduled tasks do not include aesthetic cleaning such as debris or litter removal $% \left(1\right) =\left(1\right) \left(1\right$

 $Costs\ are\ not\ to\ exceed\ the\ total\ annual\ amounts\ unless\ modified\ in\ accordance\ with\ Article\ V,\ Paragraph\ D$

Level of Service and Costs based on FY2016 to 2020 expenditures and cost projections

¹ To be performed by the Town, within the Town boundaries, at no cost to the County

² Obstruction Removal to be performed as needed and may include such tasks as Dead Animal Removal, Cut Vegetation, Debris Removal by Hand, and Clean Trash Interceptors. Preventative Mitigation / Emergency Repair requires Town's written approval of cost-share estimate prior to performance of any such work (e.g. canal bank stabilization, headwall repair, culvert blockage removal after a storm) in order to invoice the Town.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Town Council

From: Edward Pidermann, Town Manager

Subject: Miami Dade County Joint Participation Agreement

Date: June 8, 2021

Recommendation:

It is recommended that the Town Council approve a resolution adopting the Joint Participation Agreement with Miami Dade County (Attachment 2) for the use of Road Impact Fees and facilitate the construction of the NW 59th Avenue Roadway Extension Project. The funds from the allocation of Road Impact Fees District 3 will be provided under reimbursable basis.

Background:

In 2019, the Town explored the opportunity to utilize Road Impact Fees to cover portions of the construction costs for the NW 59th Avenue Roadway Extension Project (the "Project"). In order to qualify for these funds, the County requested and the Town provided traffic study that could provide evidence that the "Project" would result in a positive impact for the Town of Miami Lakes and the Northwest area of Miami Dade County (the "County"). The County reviewed and agreed with the traffic study assessment.

Following the County's concurrence with the traffic study, the Town submitted a formal request during the month of May, 2020 to the County's Department of Transportation and Public Works for a total of \$1,897,638 in Road Impact Fee monies for the Construction Phase of the Project.

On March 10, 2021, Town Staff presented the formal request to the Transportation and Mobility Committee for approval to adopt an amendment to the County's Long Range Transportation Plan 2045.

On March 18, 2021, the recommended approval from the Transportation and Mobility Committee was brought to the Transportation Planning Organization Board, where this body recommended a second approval.

The Town is currently working on the final details of the process, which involves the approval of the attached Joint Participation Agreement by both the Town Council and the Miami Dade Board of County Commissioners.

Attachment 1: Resolution

Attachment 2: Joint Participation Agreement

JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES NW 59 AVENUE ROADWAY EXTENSION

This AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the TOWN OF MIAMI LAKES, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "Town", and MIAMI-DADE COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, both parties herein wish to **facilitate** the construction of a road improvement project in MIAMI-DADE COUNTY, hereinafter referred to as the "Project" described as follows:

The construction of a roadway project extending NW 59 Avenue over the C-8 Canal south to NW 151 Street: and

WHEREAS, the County wishes to utilize the resources of the Town to contract and construct the Project, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree:

1. RESPONSIBILITIES OF TOWN:

1.1. Recitals: The recitals are true and correct and are incorporated herein by this reference to form a part of this Agreement.

- **1.2. Effective Date**: This Agreement shall become effective on the date upon which the resolution adopted by the Board of County Commissioners approving this Agreement becomes effective.
- 1.3. Design: The Town shall complete at its sole expense, the construction plans, technical specifications, special provisions, pay items and cost estimates for the Project in accordance with standard Florida Department of Transportation, County, and/or Town, as applicable, design criteria, to the satisfaction of the County Department of Transportation and Public Works (DTPW) Director. The Town's design consultant shall be made available to the County at the Town's expense solely to review shop drawings and perform required post-design services, limited to Project design.
- 1.4. Permits and Approvals: The Town shall obtain all necessary permits, including any permits required by the County, and utility adjustments; and coordinate the review of construction documents by utilities and permitting agencies. The Town shall make all necessary adjustments as required for approval and/or permitting by those agencies. The Town shall obtain all necessary permits, and utility adjustments for the Project in accordance with applicable state, federal and local laws and ordinances. The Town shall not pay for any permits required by the County DTPW.
- **1.5. Right-of-Way**: The Town shall acquire at its sole expense, any right-of-way that is required to complete the construction of the Project.
- **1.6.** Public Information and Involvement: The Town will implement a Public Involvement Plan (PIP) during the design and construction of the Project to

provide information to property owners, tenants, and area residents, including but not limited to: public meetings, Project documentation and flyers, business signs, directional parking signs, and schedules for major work to be performed in the area. Appropriate investigation of the Project stakeholders shall be used to develop the goals and objectives to implement the PIP. The Town shall submit a copy of the PIP to the County DTPW Director for review and concurrence prior to its implementation.

Projects that exceed \$1,000,000.00 in construction costs shall comply with the process and guidelines for the preparation and implementation of PIPs as established by Miami-Dade County Implementing Order 10-13.

1.7. Publicity: By the acceptance of these funds, the Town agrees that the Project elements funded by this Agreement shall recognize and adequately reference the County as a funding source. The Town shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible for the publicity purposes stated herein. The Town shall submit sample or mock-up of such publicity or materials to the County for review and approval. The Town shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County is its funding source.

- 1.8. Accounting: The Town shall at all times maintain separate accounting for the costs of the Project so those costs may be independently verified and audited by the County, at the request and cost of the County. The Town agrees to permit the County auditors to inspect the books, records and accounts of the Project for five (5) years after completion of the Project. These records shall be made available to the County for inspection within ten (10) business days upon written receipt of a written request from the County.
- 1.9. Construction: The Town shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. The Town may award the contract through any available lawful means, in accordance with Section 255.20, Florida Statutes, which in the Town's discretion, affords the most competitive price for construction of the Project and which may include, but is not limited to, bid solicitation, request for proposals, the award of a change order on existing Town contract(s), or the extension of unit-prices provided in connection with prior competitive bid awards. Notwithstanding any provision to the contrary, the Town shall comply with all applicable County contract compliance and oversight measures relating to the expenditure of County funds, in accordance with Section 6 of this Agreement, and include such requirements in all solicitations. Prior to the advertisement to solicit a licensed contractor to construct the Project, the Town shall forward to the County DTPW Capital Improvements Division all necessary documentation to review for the application of Small Business

Enterprise (SBE) measures, Wage and Workforce requirements. In turn DTPW, will obtain concurrence from Small Business Development (SBD).

The construction contract shall also contain a requirement that the contractor(s) provide a payment and performance bond at least in the amount and form required by state law naming the County and Town as joint obliges or joint contracting public entities. The construction contract shall contain a contingency amount to address unforeseen conditions and owner required changes which shall not exceed ten percent (10%) of the base amount of the contract, unless otherwise approved in writing by designated representatives of the County and Town. The commitment for the expenditures of any contingency funds shall not be made by the Town without the prior written approval of the County DTPW Director. The County shall respond, in writing, within thirty (30) business days of receiving written requests from the Town to approve the commitment of contingency funds.

Subsequent to the evaluation of bids or proposals by the Town and the Town's determination of the most advantageous bid or proposal, the Town shall provide said evaluation to the County DTPW Director for review and approval. SBD shall also be required to conduct a Pre-award Compliance review to determine the bidders' compliance with the SBE measures prior to the Town awarding the contract. Final commitment of County funds for the Project shall occur upon approval of the contract award recommendation by the County DTPW Director. The County agrees that the selection, retention and discharge of such contractor shall be the responsibility of the Town.

- 1.10. Claims and Change Orders: The Town shall notify the County DTPW Director in writing when claims or change orders arise. The Town shall also invite the County to participate in negotiations of these claims and change orders. The County shall review and make a determination or approval of all change orders or supplemental agreements, permits, modifications of plans, or other requests for approvals submitted by the Town. SBD shall also be notified of any change orders to evaluate the applicability of SBE measures.
- 1.11. Construction Administration and Inspection: The Town shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The Town may delegate this function to an authorized agent or Construction Engineering Inspection consultant. The County's inspector shall have an oversight role in the routine daily inspections. In the case of a disagreement over the interpretation of the plans, the County DTPW Director shall have final authority subsequent to an independent final inspection by the County. The Town's designated representative and the County's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion. The Town shall certify upon completion that the Project has been constructed pursuant to the design plans, specifications and approved change orders. Final payment to the Town and obligation of maintenance responsibility to the parties shall be subject to the final acceptance of the Project by the County DTPW Director.

- 1.12. <u>Coordination with Miami-Dade County Public Schools</u>: Due to potential safety, operational and bus transportation impacts, the Town shall coordinate with Miami-Dade County Public Schools staff to implement maintenance of traffic measures.
- **1.13. Nondiscrimination**: During the performance of this Agreement, the Town agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Agreement, the Town attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Town or any owner, subsidiary or other firm affiliated with or related to the Town is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if the Town submits a false affidavit pursuant to this Resolution

or the Town violates the Act or the Resolution during the term of this Agreement, even if the Town was not in violation at the time it submitted its affidavit. The provisions of Section 1.13 shall be included in any agreement between the Town and any consultant and/or contractor performing work on this Project.

2. RESPONSIBILITIES OF COUNTY:

- 2.1. Funding Amount, Reimbursement of Project Costs: The construction cost estimate for the Project is \$3,220,740.79 (this amount includes ten percent (10%) contingency). The County agrees to provide funds up to \$1,897,638.00 for eligible costs, as defined herein, incurred by the Town for the construction of the Project. The County shall disburse to the Town funds for the Project in the manner set forth in Section 4. The County shall incur no liability for any costs in excess of said funding amount unless there has been a duly authoriz**ed** approved Miami-Dade Board increase by of County Commissioners.
- 2.2. <u>County Payments of Project Costs</u>: The County funds provided for eligible costs as defined herein, incurred for the construction of the Project are specified below:

Funding Amount	Funding Source	County Fiscal Year of Commitment
\$1.897.63 8.00	Road Impact Fee District 3	2021-2022

2.3. <u>Project Cost Adjustments</u>: The amount contributed by the County is based on the current estimated costs of the Project. The parties recognize that adjustments to the above-referenced cost may be required in the future, and

that at the option of the parties, amendments may be entered into to revise the funds available for the Project. Provided that there is no increase in the amount of County funds required as stated in Section 2.1, amendments may be executed by the Town Mayor and the County Mayor or County Mayor's designee without the need for approval by the Town Council and County Commission. Otherwise, further funding commitments shall be subject to the approvals of the parties' respective governing boards.

3. ELIGIBLE COSTS: The parties agree that only the below identified costs that may be incurred by the Town and that are directly related to the Project are eligible for reimbursement, provided adequate documentation accompanies the reimbursement request in the form of approved invoices, verified payment requests, documented journal entries, and/or check vouchers. For purposes of this Agreement, eligible costs are further defined as those pertaining to the construction of Project elements that are the standard items normally provided for by the County in County road improvement projects, and not the enhancement of standard items, or the incorporation of items which are in addition to those standard items. The County shall not be assumed to be liable to provide reimbursement for the design, construction or maintenance of such items that do not conform to this section of the Agreement. If enhancements to standard items are constructed in this Project, the Town may req**ues**t County reimbursement only to a maximum amount corresponding to that which would be expended in providing the normal standard version of that item for a project of the same scope. The parties further agree that

- eligible costs will not include fees for construction management, construction inspections, and project management.
- 4. SCHEDULE AND MANNER OF REIMBURSEMENTS: Upon execution of the Agreement, the Town shall furnish the County with a copy of the estimated budget for the Project, and will similarly furnish the County with any and all revisions thereto. At the time of contract award for this Project, the Town shall submit the Estimated Quarterly Construction Payout Schedule for the Project to the County DTPW Director. Quarterly disbursement of County funds to the Town shall be based upon Town invoices with certified copies of paid contractor invoices attached and shall not include any other charges. The Town acknowledges that a delay in the County's processing of invoices may occur if subcontractor reporting required by County Code is not current, as reflected in the County's Business Management Workforce System (see Section 6 of this Agreement). Final invoice shall be submitted 120 working days after Contractor receives final acceptance from the Town. The County may elect to terminate this Agreement due to the Town's failure to invoice and close the Project and any funds left from the County's funding commitment pursuant to Section 2.1 will become available to be redirected for any expenditure that the County shall determine.
- 5. <u>COMPLIANCE WITH LAWS</u>: The parties shall comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to the Project. The parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.

6. SMALL BUSINESS. WAGE. AND WORKFORCE PROGRAMS COMPLIANCE **AND OVERSIGHT**: Whenever County funds are used, the Town agrees to comply with applicable County regulations, including but not limited to, the Small Business Enterprise (SBE) Goods Program, the SBE Services Program, the SBE Architecture and Engineering Program, the SBE Construction Services Program, the Community Workforce Program (CWP), the Resident First Training and Employment Program (RFTE), and the Responsible Wages and Benefits Ordinance, Section 2-11.16 of the Code. The provisions available County program are at: https://www.miamidade.gov/smallbusiness/business-development-legislation.asp. Specifically, the Town agrees to abide by the applicable contract measure recommendation(s) established by the County's SBD Division Project Worksheet for the participation of specified business entities and/or trades and for Wage and Workforce requirements, as administered by SBD. The County's web-based Business Management Workforce System (BMWS) shall be utilized to comply with SBE, wage, and workforce programs and Subcontractor reporting requirements (http://mdcsbd.gob2g.com). SBD shall have the right to oversee and perform compliance monitoring, including but not limited to, the right to audit and to require reports and documentation related to the Miami-Dade County Code and Implementing Orders. Failure to comply with the requirements of the executed Agreement by the Town, the County will withhold payment in the amount equivalent to the fines which will be assessed against a private contractor.

7. <u>PROJECT SIGNAGE</u>: The County shall furnish and install a Project sign in each direction of traffic indicating that this Project is being funded by Road Impact Fees, in

coordination with the Town, in proximity to the start/end of the Project limits. Should Maintenance of Traffic (MOT) signage be required as part of the work, the Project sign shall be placed an appropriate distance before the MOT signage range. The Project signs shall remain in place for the duration of the work or as directed by the Project engineer.

8. <u>INDEMNIFICATION</u>: To the extent authorized by Florida law, the Town hereby agrees to indemnify, defend, save and hold harmless the County to the extent of all the limitations included with Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the Town, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the County for its sole negligence or breach of contract.

To the extent authorized by Florida law, the County hereby agrees to indemnify, defend, save and hold harmless the Town to the extent of all the limitations included in Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the County, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the Town for its sole negligence or breach of contract.

In the event of breach or non-performance by the persons selected by the Town to perform the work, the Town shall, upon written request by the County, assign to the County any and all of its rights under the affected contract for purposes of the County's prosecution of claims, actions or causes of action resulting from such

breach or non-performance unless the Town, at its option, pursues such claims, actions or causes of action through arbitration, administrative proceeding or lawsuit. The Town agrees to cooperate fully with the County in the prosecution of any such claim or action. Any damages recovered by the County which is attributable to an expenditure by the Town shall be returned to the Town by the County, within sixty (60) business days of receipt.

- 9. <u>DISPUTE RESOLUTION</u>, <u>APPLICABLE LAW</u>: The parties shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act", Chapter 164, Florida Statutes, as amended. This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade, Florida. Each party will bear its own attorney's fees.
- 10. TERMINATION AND DEFAULT: If the Town fails to issue a Notice to Proceed (NTP) for the construction of the Project by November 12, 2021 (NTP Deadline), the County shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Town of a requirement that an NTP for the construction of the Project be issued by a new date to be set by the County. If the County elects to terminate the Agreement due to the Town's failure to issue an NTP by the NTP Deadline, the funds provided in Section 2.1 for this Project will become available to be redirected for any expenditure that the County shall determine.
- 11. JOINT PREPARATION: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the

preparation of this Agreement has been their joint effort. The language agreed to

expresses their mutual intent and the resulting document shall not, solely as a

matter of judicial construction, be construed more severely against one of the parties

from the other.

12. <u>SEVERANCE</u>: In the event a portion of this Agreement is found to be invalid by a

court of competent jurisdiction, the remaining provisions shall continue to be

effective unless the Town or County elect to terminate this Agreement. An election

to terminate this Agreement based upon this provision shall be made within seven

(7) business days after the finding by the court becomes final.

13. NOTICES: Any and all notices required to be given under this Agreement shall be

sent by first class mail, addressed as follows:

To the County:

Attention: Director, Department of Transportation and Public Works

Miami-Dade County

701 NW 1 Court, Suite 1700

Miami, Florida 33136

(786) 469-5406

To the Town:

Attention: Edward Pidermann

Town Manager

Town of Miami Lakes 6601 Main Street

Miami Lakes. Florida 33014

(305) **364**-6100, ext. 1134

14. **ENTIRE AGREEMENT. AMENDMENTS**: This document incorporates and includes

all prior negotiations, correspondence, conversations, agreements and

understandings applicable to the matters contained herein and the parties agree that

there are no commitments, agreements, or understandings concerning the subject

14 (DRAFT 4-26-21)

matter of this agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms contained herein shall be effective unless set forth in writing in accordance with this section. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written,

ATTEST: HARVEY RUVIN CLERK OF THE BOARD	MIAMI-DADE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
BY: Deputy Clerk	BY: County Mayor or County Mayor's Designee
Approved by County Attorney as to form and legal sufficiency_	
ATTEST:	TOWN OF MIAMI LAKES, a municipal corporation of the State of Florida
BY: Town Clerk	_BY: Town Mayor
Affix Town Seal)	
Ap prov ed by Town Att orne y as to for m and legal suffi cie ncy_	Town Attorney

RESOLUTION NO. 21-____

A RESOLUTION OF THE TOWN OF MIAMI LAKES, TOWN COUNCIL, APPROVING AN JOINT PARTICIPATION AGREEMENT WITH MIAMIDADE COUNTY FOR ROAD IMPACT FEE DOLLARS; PROVIDING THE MANAGER WITH AUTHORITY TO EXECUTE JOINT PARTICIPATION AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (PIDERMANN)

WHEREAS, Miami-Dade County (the "County") collects road impact fee dollars from new development in order to mitigate the potential negative effects on local road-ways; and

WHEREAS, road impact fee dollars collected by projects in the Town of Miami Lakes (the "Town") are reinvested on road infrastructure within the County's Road Impact Fees District 3 road system; and

WHEREAS, the Town is currently designing and planning a N.W. 59th Avenue roadway project that will provide a necessary vehicular roadway artery in the isolated Northeast corner of the Town of Miami Lakes (the "Town"); and

WHEREAS, during the year 2019, the Town explored the possibility of using district 3 road impact dollars to provide partial funding for the construction of the N.W. 59th Avenue roadway; and

WHEREAS, in order to qualify for use of road impact fee dollars, the Town was required to submit a traffic study; and

WHEREAS, the County accepted the Town's traffic study and agreed with its conclusions regarding the need for the 59th Avenue road project; and

WHEREAS, the Town has requested One Million Eight Hundred Ninety Seven Thousand Six Hundred Thirty Eight Dollars and 00/100 (\$1,897,638.00) of road impact fee dollars from the County in order to provide funding for the construction phase of the 59th Avenue road project; and

WHEREAS, on March 18, 2021, the Transportation Planning Organization of the County voted to approve the allocation of One Million Eight Hundred Ninety Seven Thousand Six

Page 2 of 3	
Resolution 21 -	

Hundred Thirty Eight Dollars and 00/100 (\$1,897,638.00) to assist the Town with the construction of the 59th Avenue road project; and

WHEREAS, the Joint Participation Agreement included in Exhibit "A," will allow the Town of Miami Lakes to use collected road impact dollars towards the construction of N.W. 59th Avenue; and

WHEREAS, the Town Manager seeks authority to execute the Joint Participation Agreement, in substantially the same form as included in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. Approval of Miami-Dade County's Joint Participation Agreement. The Town Council hereby approves the Joint Participation Agreement with Miami-Dade County with substantially the same terms and substantially in the same form as attached hereto in Exhibit "A."

Section 3. Town Manager Authority. The Town Manager and, or his delegate, are authorized to execute the Joint Participation Agreement with Miami-Dade County, in substantially the same form as attached hereto in Exhibit "A," and any other amendments, modifications or other document necessary to effectuate the Joint Participation Agreement as attached hereto.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

Page 3 of 3 Resolution 21	
	
Passed and adopted this day of	
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:	
Mayor Manny Cid	<u></u>
Vice Mayor Luis E. Collazo	<u> </u>
Councilmember Carlos O. Alvarez	<u></u>
Councilmember Josh Dieguez	
Councilmember Tony Fernandez	
Councilmember Jeffrey Rodriguez	<u> </u>
Councilmember Marilyn Ruano	<u> </u>
Attest:	MANNY CID MAYOR
Gina M. Inguanzo TOWN CLERK	
Approved as to form and legal sufficiency:	
Raul Gastesi, Jr. Gastesi, Lopez and Mestre, PLLC TOWN ATTORNEY	



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Flood Prevention Amendment to the Code

Date: June 8, 2021

NOTE: This item, including the staff report, has been produced in its entirety by the Miami Lakes Middle School Legal Studies Team with minimal guidance form staff. The Team will be presenting and defending the item at hearings as well. Staff will be available to answer questions and clear up any technical and legal particulars.

Recommendation:

Staff recommends approval of the amendment to Sec. 13-1508.6. - Driveways and Parking Spaces in the Land Development Code, and adding Sec. 13-1508.6(a) to the Land Development Code, providing for the requirement that specific residencies will use to decrease their use of impervious materials for driveways, walkways, porches, decks, etc.

Background:

On June 17, 2008, the Town Council of the Town of Miami Lakes established Sec. 13-1508. - "Driveways and Parking Spaces" to provide the parameters of driveways and parking spaces in single family and two-family residencies.

On November 4, 2020, the Town suffered the effects of Tropical Storm Eta, including severe flooding. The proposed amendment to the Land Development Code provides for prevention of flooding by decreasing the maximum impervious area permitted for driveways, walkways, porches, decks, etc.

On June 1, 2021 the Planning and Zoning Board, in its function as Local Planning Agency, heard the item in its current form. The Board expressed concern regarding the increased percentage of allowable paving areas, but recommended approval for the purposes of first reading by the Town Council. The Board requested that the following matters be addressed prior to second reading and that the item be allowed to return to them after these matters are addressed:

- 1. Add definitions for materials that qualify as permeable pavers including specific minimum permeabilty rates.
- 2. Add language regarding permitting and instalation procedures and specifications regarding substrate materials.
- 3. Add language with additional information on the actual products available.

Attachment: Ordinance

ORDINANCE NO. 21-

AN ORDINANCE THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO LANDSCAPE REGULATIONS; AMENDING CHAPTER 13 "LAND DEVELOPMENT CODE", ARTICLE V "ALLOWABLE ENCROACHMENTS INTO THE REQUIRED YARDS AND EXCEPTIONS TO THE MAXIMUM PERMITTED HEIGHTS", SECTION 13-1508 "DRIVEWAYS AND PARKING SPACES", DIVISION 6; CREATING A SUBDIVISION TO DIVISION 6.; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a large portion of the Town of Miami Lakes (hereafter referred to as the "town") is in an "AE Flood Zone" and is at a moderate to high risk of receiving 3 feet or more of flooding; and,

WHEREAS, the Federal Emergency Management Agency (hereafter referred to as "FEMA") states that one inch of floodwater can cause damages of up to \$25,000; and,

WHEREAS, the town participates in FEMA's National Flood Program since 2006; and,

WHEREAS, the town conducted a community survey to help determine long-range planning and investment priorities for the community and to help improve existing programs and services; and,

WHEREAS, the survey conducted demonstrated that 65 percent of surveyed residents agreed or strongly agreed that flooding has increased in their neighborhoods; and,

WHEREAS, the Administrative Official reviewed the proposed amendment to the Land Development Code and recommends approval, as set forth in the Staff Analysis and Recommendation dated ______, 2021 and incorporated into this Ordinance by reference; and,

WHEREAS, the Town Council appointed the Town Planner for the Town pursuant to Section 163.3174, Florida Statutes; and,

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, HEREBY ORDAINS AS FOLLOWS.

Ordinance No. 21-____ Page **2** of **5**

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

Section 2. Findings. After considering Staff's report, both submitted in writing and presented orally and the public, the Town Council finds, pursuant to Subsection 13-306(b) of the Town Code, that the proposed amendment is consistent with the Town of Miami Lakes Comprehensive Plan and the criteria for evaluation of an amendment to the Land Development Code found at Subsection 13-306(b) of the Town Code as provided for in the Staff Recommendation and Analysis Report.

Section 3. Approval. The Town Council hereby adopts the amendment as provided at Exhibit "A"

Section 4. Repeal of Conflicting Provisions. All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

Section 5. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Inclusion in the Town Code. It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall be included in the Town Code.

Section 7. Effective date. This Ordinance shall become effective immediately upon adoption on the second reading.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Ordinance No. 21	
Page 3 of 5	

FIRST READING

conded by Councilmember	and upon being
: (conded by Councilmember

[THIS SPACE INTENTIALLY LEFT BLANK]

Ordinance No. 21	
Page 4 of 5	

SECOND READING

The foregoing ordinance was offered by Council		
adoption on first reading. The motion was seconded by C put to a vote, the vote was as follows:	Councilmember	and upon being
Mayor Manny Cid Vice Mayor Luis Collazo Councilmember Carlos O. Alvarez Councilmember Joshua Dieguez Councilmember Tony Fernandez Councilmember Jeffrey Rodriguez Councilmember Marilyn Ruano	- -	
Passed and adopted on second reading this	day of, 2021.	
	Manny Cid MAYOR	
Attest:	MAIOR	
Cina Inguanga	-	
Gina Inguanzo TOWN CLERK		
Approved as to form and legal sufficiency:		
Raul Gastesi, Jr.	_	
Gastesi & Associates, P.A. TOWN ATTORNEY		

EXHIBIT A

CHAPTER 13 LAND DEVELOPMENT CODE

* * *

ARTICLE V. – ALLOWABLE ENCROACHMENTS INTO THE REQUIRED YARDS AND EXCEPTIONS TO THE MAXIMUM PERMITTED HEIGHTS

	:	k	*	*
DIVISION 6				
		*	*	*

The following regulations apply to all single family and two-family residences where the division of previous to impervious material is regulated and if they were built after the enactment of this amendment.

- (a) The maximum impervious area permitted for driveways, walkways, porches, decks, etc. (including brick pavers set in sand), in the required front and side yards facing a street shall be 60 percent for each yard 50 percent for each yard.
- (b) The maximum paved area permitted for driveways, walkways, porches, decks, etc. (including brick pavers set in sand), in the required front and side yards facing a street shall be 70 percent, only when a material classified as a permeable paver is used. The remaining 30 percent shall be composed of a landscaping area where plants are planted with a root system that is extensive enough to hold in place the soil.



Department of Planning, Zoning and Code Compliance 6601 Main Street • Miami Lakes, Florida 33014

Office: (305) 364-6100 • Website: <u>www.miamilakes-fl.gov</u>

Staff Analysis and Recommendation

To: Honorable Mayor and Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Flood Prevention Amendment to the Code

Date: June 8, 2021

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO DRIVEWAYS IN RESIDENTIAL DISTRICTS; AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE V, "ALLOWABLE ENCROACHMENTS INTO THE REQUIRED YARDS AND EXCEPTIONS TO THE MAXIMUM PERMITTED HEIGHTS" PROVIDING FOR FINDINGS OF FACT, INTENT AND PURPOSE; PROVIDING FOR REGULATIONS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Tony Fernandez)

NOTE: This item, including this staff report, has been produced in its entirety by the Miami Lakes Middle School Legal Studies Team with minimal guidance form staff. The Team will be presenting and defending the item at hearings as well. Staff will be available to answer questions and clear up any technical and legal particulars.

A. BACKGROUND

On June 17, 2008, the Town Council of the Town of Miami Lakes established Sec. 13-1508. - "Driveways and Parking Spaces" to provide the parameters of driveways and parking spaces in single family and two-family residencies.

On November 4, 2020, the Town suffered the effects of Tropical Storm Eta, including severe flooding.

The proposed amendment to the Land Development Code provides for prevention of flooding by decreasing the maximum impervious area permitted for driveways, walkways, porches, decks, etc.

On June 1, 2021 the Planning and Zoning Board, in its function as Local Planning Agency, heard the item in its current form. The Board expressed concern regarding the increased percentage of allowable paving areas, but recommended approval for the purposes of first reading by the Town Council. The Board requested that the following matters be addressed prior to second reading and that the item be allowed to return to them after these matters are addressed:

516

- 1. Add definitions for materials that qualify as permeable pavers including specific minimum permeabilty rates.
- 2. Add language regarding permitting and installation procedures and specifications regarding substrate materials.
- 3. Add language with additional information on the actual products available.

B. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the amendment to *Sec. 13-1508.6. - Driveways and Parking Spaces* in the Land Development Code, and adding *Sec. 13-1508.6(a)* to the Land Development Code, providing for the requirement that specific residencies will use to decrease their use of impervious materials for driveways, walkways, porches, decks, etc.

C. ANALYSIS

The Land Development Code provides that all proposed amendments to the LDC shall be evaluated by the Administrative Official, the Local Planning Agency and the Town Council, and that, in evaluating the proposed amendment, the criteria in Subsection 13-306(b) shall be considered. All portions of this report are hereby incorporated into all portions of this analysis. The following is a staff analysis of the criteria as applied to this ordinance.

1. Whether the proposal is consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the concurrency management program.

Analysis: See Section "A," Background, of this report. The proposed ordinance complies with the following polices of the Comprehensive Development Master Plan. Explanations follow each Policy.

Policy 1.2.4: Develop a code enforcement system in the new Code that is proactive in ensuring that the high standards, which are the hallmark of Miami Lakes, are maintained, and the personnel are very responsive to resident and business owner inquiries. In addition, ensure that the system allows for the mitigation and/or correction of flooding impacts, such as runoff, power outages, property damage, and/or personal endangerment/threat.

The proposed amendment complies to existing fines and penalties for any residencies that do not follow *Sec. 13-1508- "Driveways and Parking Spaces"* and ensures that the Zoning and Code Enforcement Department can inspect and cite residencies accordingly.

Policy 1.2.10: The Town shall use the Land Development Code and code enforcement procedures to actively pursue and encourage methods to avoid the occurrence of blight. If areas do become blighted, the Town will undertake steps to renew or redevelop the blighted areas.

The proposed ordinance provides for enforcement pursuant to Chapter 8, of the Code of ordinances.

Finding: Complies

2. Whether the proposal is in conformance with all applicable requirements of this Code of Ordinances, including this chapter.

Analysis: See Section "A", Background, of this report. The proposed is complementary to the recent approval of Section 13-1508 as presented in Section A above.

Finding: Complies.

3. Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing regulations, and whether such changes support or work against the proposed change in land use policy.

Analysis: See Section "A", Background, and Criterion 2 of this report.

Finding: Complies.

4. Whether, and the extent to which, the proposal would result in any incompatible land uses, considering the type and location of uses involved, the impact on adjacent or neighboring properties, consistency with existing development, as well as compatibility with existing and proposed land use.

Analysis: The amendment does not change the permitted uses within the zoning districts.

Finding: Complies.

5. Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and services, exceeding the capacity of such facilities and services, existing or programmed, including schools, transportation, water and wastewater services, solid waste disposal, drainage, water supply, recreation, education, emergency services, and similar necessary facilities and services.

Analysis: The proposed ordinance does not impact the above systems.

Finding: Complies.

6. Whether, and the extent to which, the proposal would result in adverse impacts on the natural environment, including consideration of wetland protection, preservation of any groundwater aquifers, wildlife habitats, and vegetative communities.

Analysis: The proposed ordinance does not impact the above systems.

Finding: Complies.

7. Whether, and the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.

Analysis: The proposed amendment does not impact the property values in the affected area or the general welfare.

Finding: Complies.

8. Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on such pattern shall be identified.

Analysis: The proposed amendment does not change the permitted use of land.

Finding: Complies.

9. Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of this chapter.

Analysis: See Section "A", Background, and Criterion 2 of this report. No portion of the proposed amendment is in conflict with the existing regulations of the LDC.

Finding: Complies.

10. Other matters which the Local Planning Agency or the Town Council, in its legislative discretion, may deem appropriate.

Analysis: See Summary Section and all portions of this analysis. The Local Planning Agency and the Town Council may consider other appropriate factors to determine whether the proposed amendment is appropriate and consistent with the public interest.

Finding: As determined by the Town Council.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Micromobility Ordinance

Date: June 8, 2021

Recommendation:

Town Staff recommends approval of the proposed ordinance adopting a Micromobility Ordinance in the second reading.

Background:

In 2017, the Town allowed Spin and Lime Bicycles to use the Town's rights-of-way to stage dockless bicycles for residents' use.

At the July 2019 Council Meeting, the Town Council passed an ordinance in the second reading allowing for the adoption of a Micromobility ordinance that permitted the use of Micromobility devices on the Town's rights-of-way.

On June 1, 2021 the Planning and Zoning Board, in its function as Local Planning Agency, heard the item in its current form. The Board expressed concern regarding usage of vehicles on sidewalks, and recommended that the speed of all vehicles on sidewalks be limited to 10 mph. The board recommended to approve the ordinance.

Based on staff recommendations, the Town administration is proposing current changes to the adopted Micromobility Ordinance that during the May 2021 Town Council meeting, the Town Council passed the ordinance in first reading.

Attachment: Ordinance

ORDINANCE NO. 21-

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO TRANSPORTATION **REGULATIONS**; **AMENDING** CHAPTER 35, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES", ARTICLE III, "COMMUNICATION FACILITIES IN PUBLIC RIGHT-OF-WAY", AT **DIVISION 7, "DOCKLESS MOBILITY"; RELOCATING** DIVISION 7 "DOCKLESS MOBILITY"; CREATING CHAPTER 20, "TRANSPORTATION"; CREATING ARTICLE I, "MULTIMODAL TRANSPORTATION"; RECREATING AMENDING **AND DIVISION** "MICROMOBILITY DEVICES"; PERMITTING AND REGULATING THE PLACEMENT AND USE OF MICROMOBILITY DEVICES ON THE TOWN'S RIGHTS-OF-WAY; INTRODUCING FLEXIBILITY FOR IMPLEMENTATION; PROVIDING FOR FINDINGS OF FACT, INTENT AND PURPOSE; PROVIDING FOR REGULATIONS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") has adopted a Strategic Plan which includes the enhancement of vehicular and non-vehicular mobility; and

WHEREAS, mobility and transportation efficiencies are an integral part of the Town's overall strategic plan; and

WHEREAS, in 2017, the Town allowed Spin and Lime Bicycles to use the Town's rights-of-way to stage dockless bicycles for resident use; and

WHEREAS, in line with the Town's strategic plan, allowing for the regulated use of scooters on the Town's rights-of-way will provide our residents with an alternative transportation method; and

WHEREAS, during the July 2019 Town Council meeting, the Town Council passed an ordinance in second reading allowing for the adoption of a micromobility ordinance that permitted the use of micromobility devices on the Town's rights-of-ways; and

WHEREAS, in order to provide for the safe use of scooters and other micromobility devices on the Town's rights-of-way, it is necessary to provide additional language regarding the process and provide for changes that are consistent with Florida Law; and

WHEREAS, during the May 2021 Town Council meeting, the Town Council passed the ordinance in first reading allowing the adoption of the proposed changes; and

WHEREAS, the proposed amendments are in conformance with all applicable requirements of the Town's Code of Ordinances; and

WHEREAS, the proposed amendments will not be in conflict with the public interest and are consistent and in harmony with the purpose and intent of the Comprehensive Plan; and

WHEREAS, the Town Council hereby finds and declares that adoption of this ordinance is necessary, appropriate, and advances the public interest.

THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

<u>Section 1. Recitals.</u> Each of the above recitals are true and correct and are incorporated herein by this reference.

<u>Section 2. Amendment of Chapter 35, Article III, Division 7.</u> Article III, Division 7 of Chapter 35 is hereby amended as follows in Exhibit "A."

<u>Section 3. Creation of Chapter 20, Article I, Division V.</u> Chapter 20, "Transportation," Article I, "Multi-modal Transportation," Division V, "Micromobility Devices" is hereby created and adopted as follows in Exhibit "B."

<u>Section 4. Repeal of Conflicting Provisions.</u> All provisions of the Code of the Town of Miami Lakes that are in conflict with this ordinance are hereby repealed.

<u>Section 5. Severability.</u> The provisions of this ordinance are declared to be severable and if any section, sentence, clause, or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part.

<u>Section 6. Inclusion in the Town Code.</u> It is the intention of the Town Council, and it is hereby ordained, that the provisions of this ordinance shall become and be made part of the Town Code and that, if necessary, the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "ordinance" shall be changed to "Article", "Division" or another appropriate word.

<u>Section 7. Effective Date.</u> That this Ordinance shall be effective immediately upon its adoption on second reading.

FIRST READING

The foregoing ordinance was offered by adoption on first reading. The motion was so		who moved its
being put to a vote, the vote was as follows:		
Mayor Manny Cid Vice Luis E. Collazo Councilmember Carlos O. Alvarez Councilmember Josh Dieguez Councilmember Tony Fernandez Councilmember Jeffrey Rodriguez Councilmember Marilyn Ruano		
Passed on first reading this day of	, 2021.	

SECOND READING

The foregoing ordinance was offered by Con	uncilmember	_ who moved its
adoption on second reading. The motion was se upon being put to a vote, the vote was as follows:	-	and
Mayor Manny Cid Vice Mayor Luis E. Collazo Councilmember Carlos O. Alvarez Councilmember Josh Dieguez Councilmember Tony Fernandez Councilmember Jeffrey Rodriguez Councilmember Marilyn Ruano		
Passed and adopted on second reading this	day of, 2021.	
Attest:	Manny Cid Mayor	_
Gina M. Inguanzo Town Clerk		
Approved as to form and legal sufficiency:		
Raul Gastesi, Jr. Gastesi & Associates, P.A. Town Attorney		

EXHIBIT A

DIVISION 7. - DOCKLESS MOBILITY

Sec. 35-62. - Definitions.

a

For purposes of this article the following definitions apply:

(1) Motorized scooter means the same as the term is defined in F.S. § 316.003 and

includes gas and electric powered scooters or any combination of the two such as

hybrid scooter.

- (2) Micromobility devices means the same as those defined in F.S. § 316.2128
- (3) Dockless mobility provider means an individual or business entity deploying shared

mobility devices within the Town.

(4) Dockless mobility device means any human-powered or motorized transportation,

except motor vehicles as that term is defined in F.S § 316.003(42), as may be amended

from time to time, made available for private use by reservation through an online application, website, or software for point-to-point trips.

(5)Dockless mobility program means a program generally, in which shared mobility

devices are made available for shared use to individuals on a short term basis at no cost

or for a fee.

(Ord. No. 19-245, § 2(Exh. A), 7-16-2019)

Sec. 35-63. - General provisions.

(a)General regulations pertaining to dockless mobility units:

(1)All bicycles utilized in a dockless mobility program shall conform with the standards set forth in Title 16, Code of Federal Regulations, Chapter II, Subchapter C, Part 1512 Requirements for Bicycles, the safety standards outlined in ISO 43.150 Cycles, subsection 4210, and F.S. § 316.2065, as may be amended or revised.

(2)All dockless mobility devices shall comply with the lighting standards set forth in F.S. § 316.2065(7), as may be amended or revised, which requires a reflective front white light visible from a distance of at least 500 feet and a reflective rear red light visible from a distance of at least 600 feet.

(3)All dockless mobility units utilized shall include easily accessible and identifiable language that clearly directs users to customer support mechanisms, including not limited to a customer service phone number, websites, and applications.

(4)Reserved.

(5)The riding of motorized scooters, as defined in this article, is permissible upon all

bicycle lanes, roads with a speed limit of 25 miles per hour or less, and all sidewalks

located within the Town, except where otherwise prohibited by official posting or ordinance. Motorized scooter may not be operated at speeds exceeding 15 mph

hour on permitted roadways and bicycle lanes and may not be operated at speeds exceeding ten mph on permitted sidewalks. Motorized scooters shall be prohibited within the Main Street development and Town shopping centers. An operator

have the technology available to advise and ward the operator of the motorized vehicle

of these restrictions.

(7)Operators of motorized scooters must yield to pedestrians at all times.(8)Operators

of motorized scooters must wear a helmet at all times.

(b)Parking and right-of-way.

per

must

(1)Dockless mobility units shall not be parked within the following areas: loading zones,

handicap accessible parking zone or other facilities specifically designated for handicap

accessibility, on-street parking spots, street furniture, curb ramps, business or residential entryways, driveways, travel lanes, bicycle lanes, parklets or within 15 feet of

a fire hydrant.

(2)Dockless mobility units shall not be parked in a manner that in any way violates

Americans with Disabilities Act (ADA) accessibility requirements.

(3)The Town Manager, at his/her discretion, may designate certain areas where dockless mobility units shall not be parked. An operator must have the technology available to operate these requirements upon request.

(4)The Town Manager, at their discretion, may create designated parking zones (i.e.,

bike corrals) in certain areas where dockless mobility units shall be parked.

(c) Maintenance, operations, and fleet size.

(1)Dockless mobility units that are inoperable/damaged or do not comply with other

subsections of this Code must be removed within two hours upon receipt of the complaint between the hours of 7:00 a.m. and 7:00 p.m., seven days per week and within 12 hours upon receipt of the complaint on holidays. An inoperable or damaged

dockless bicycle, dockless electric bicycle, or dockless scooter is one that has

functioning features (i.e., gear selectors, pedals, bell, lights, etc.) or is missing components (i.e., fenders, grips, chain guards, etc.) as applicable to that vehicle.

(2)Operators must detail a plan to relocate the dockless mobility units to a safe, indoor

facility within 24 hours in the result of a declared tropical weather event (tropical storm

or hurricane watch or warning, whichever comes first). The plan must detail the amount

of time it will take to remove all dockless mobility units from circulation once a storm

watch or warning has been established.

(3)The operator's smartphone application and website must inform users of how to

safely and legally ride a bicycle as defined by F.S. § 316.2065, including the rights and

duties of cyclists riding on sidewalks or in streets. For the purposes of this division, these

duties shall also apply to users of motorized scooters.

(4)The Town Manager, at their discretion, reserves the right to cap the total number of

dockless mobility units permitted to operate within town limits.

(e)Data sharing.

a

(1)Dockless mobility operators shall provide the Town with the following data on

- monthly basis in PDF format:
 - i. Number of dockless mobility units in circulation;
 - ii. Number of daily, weekly, and monthly riders;
 - iii. Total number of miles traveled by users (daily, monthly, quarterly, annually) broken down by dockless bicycle, dockless electric bicycle, and/or dockless scooter;
 - iv. Average time each dockless mobility units spends available (not in use);
 - v. Number of rides per user per day;
 - vi. Number of rides per dockless bicycle, dockless electric bicycle, and/or dockless scooter per day;
 - vii. Duration of rides per rider per day as well as rides per dockless bicycle, dockless electric bicycle, and/or dockless scooter per day;
 - viii. Average duration of ride per day of the week;
 - ix. Monthly summary of dockless bicycle, dockless electric bicycle, and/or dockless scooter distribution and GPS-based natural movement in heat map format:
 - x. Summary of fleet numbers lost to theft/vandalism;
 - xi. Summary of customer comments/complaints, resolution to, and time it took to resolve each complain.

xii. Summary of repairs per dockless bicycle, dockless electric bicycle, and/or dockless scooter per month;

Dockless mobility operators shall distribute a six month and oneyear

customer satisfaction survey, the summary and raw results of which

shall be provided to the Town.

Dockless mobility operators shall provide real-time or semi-real-

time

dockless bicycle, dockless electric bicycle, and/or dockless scooter location data via a publicly accessible API in General Bikeshare

Feed

Specification (GBFS) format per North American Bikeshare Association

(NABSA) guidelines. The Town reserves the right to post this information through a publicly available portal.

(f)Terms

- (1) No operator shall display, offer, or make available for rent any shared mobility device within the Town, unless the person has a valid fully executed agreement with the Town or has obtained approval from the Town through an established process.
- (2) Operators shall obtain an insurance policy as agreed to that shall include the Town as a third party and indemnify the Town from any harm.
- (3) If a dockless mobility provider without a valid agreement with the Town is found deploying dockless mobility devices within the Town it will be presumed that the provider is in violation of this section. A violation of this section shall be considered a code enforcement violation and is punishable by a fine of \$500.00 per instance.
- (4) Impoundment. A dockless mobility device that is displayed, offered, made available for rent by a dockless mobility provider without a valid agreement within the town, or abandoned on the Town rights-of-way, Town park, or Town Public building is subject to impoundment.

(g) Operator agreements.

(1) Agreements with operators shall first come before the Council prior to execution.

(Ord. No. 19-245, § 2(Exh. A), 7-16-2019)

EXHIBIT B

CHAPTER 20. – TRANSPORTATION

ARTICLE I. – MULTIMODAL TRANSPORTATION

<u>DIVISION 1. – RESERVED</u>

DIVISION 2. – RESERVED

DIVISION 3. – RESERVED

DIVISION 4. - RESERVED

<u>DIVISION 5. – MICROMOBILITY DEVICES</u>

<u>Sec. 20-500. – Purpose.</u>

The purpose of this division is to:

Permit and regulate the providers of Micromobility devices in the Town of Miami Lakes.

Sec. 20-501. – Applicability.

The provisions of this division shall apply to Micromobility providers and their devices. For the purpose of this division, the applicant, managing agent or provider, and owner shall be jointly and severally liable for complying with the provisions of this division, licensing application, and the license.

Sec. 20-502. - Definitions.

For purposes of this article, the following definitions apply:

- (1) Applicable state laws shall mean all general laws of the State of Florida relating to Micromobility devices. The program implemented in the Town will operate in a manner consistent with and subject to applicable general laws of the state including, without limitation, F.S. § 316.003, 316.008, 316.2065, and 316.2128, and the entirety of F.S. Ch. 316, the "Florida Uniform Traffic Control Law", as amended. The Town in this division reserves all municipal home rule powers to impose more restrictive public safety, insurance, licensing, data sharing, parking, and similar requirements.
- (2) <u>Micromobility Device</u> is any motorized transportation device made available for private use by reservation through an online application, website, or software for point-to-point trips and which is not capable of traveling at a speed greater than 20 miles per hour on

- level ground. This term includes motorized scooters, bicycles, and any hybrid model as defined in this section.
- (3) <u>Motorized scooter</u> means the same as the term is defined in F.S. § 316.003 and includes gas and electric powered scooters or any combination of the two such as a hybrid scooter and which is not capable of propelling the device at speed greater than 20 miles per hour on level ground. The term does not include an electric bicycle.
- (4) <u>Electric Bicycle</u> is a bicycle or tricycle equipped with fully operable pedals, a seat or saddle for the use of the rider, and an electric motor of fewer than 750 watts which meets the requirements of one of the three classifications as stated in F.S. § 316.003
- (5) Bicycle shall have the meaning as ascribed to it in F.S. § 316.003.
- (6) Hybrid Micromobility Device are (also referred to herein as "hybrid device") shall have the meaning ascribed to it in F.S. § 316.003(39), as amended. "Hybrid devices" are further defined as a device, with an electric motor, designed to transport only one person, with two wheels, handlebars, a seat, or saddle for the use of the rider, stationary footpegs, and front and rear brakes, with a maximum length of fifty-five (55) inches.
- (7) <u>Damaged Micromobility device</u> is defined as one that does not meet the minimum ordinance requirements of the Micromobility program.
- (8) <u>License</u> shall mean the document by which a privilege is granted by the town to authorize a person to operate a motorized scooter service within its municipal boundaries. Any license issued in accordance with this article shall be nonexclusive.
- (9) <u>Micromobility Program</u> is a regulatory system whereby Micromobility devices, including but not limited to motorized bicycles and motorized scooters, are intended for point-to-point trips and are intended to remain in the public right-of-way.
- (10) <u>Micromobility provider</u> means an individual or business entity that has been issued a license pursuant to this division and/or pursuant to appropriate procurement process if approved by the Town Manager or his/her designee to deploying, operating, redistributing, and/or rebalancing shared Micromobility devices within the town.
- (11) Geofences are used to define areas with the use of a Global Positioning System (GPS) or similar technology to create a virtual geographic boundary where Micromobility devices may be balanced or rebalanced, may begin or end, may be prohibited from operation, may enter, or leave a particular area, are capable of receiving specialized speed limits, or other uses as determined by the Town Manager and/or Designee.
- (12) Rebalancing is the process by which Micromobility devices are redistributed to ensure availability throughout a service area and to prevent excessive buildup of Micromobility devices at locations throughout the city.
- (13) <u>Right-of-way or ROW</u> is the surface and space above and below an improved or unimproved public roadway, highway, boulevard, road, freeway, bridge, alley, court, street, bicycle lane, public sidewalk, and terrace in which the city or other public entity has an interest in law or equity whether held in fee, easement, dedication, plat or other estate or interest including any other dedicated right-of-way for travel purposes.
- (14) <u>Service area</u> is defined as a geographic area(s) within the Town of Miami Lakes as defined by the department, where the Micromobility program may offer service for its users.

(15) <u>User is an individual who utilizes a Micromobility device and is at least 16 years of age.</u>

Sec. 20-503. General Provisions.

- (1) <u>It shall be unlawful for a provider to offer or operate a Micromobility program within the</u> Town without first obtaining an official license from the Town Administration.
- (2) A Micromobility provider shall submit all documentation and comply with all requirements to be issued a license to operate a Micromobility program in the Town.
- (3) <u>Providers shall obtain a separate license for each Micromobility device type provided by</u> that provider.
- (4) License shall be subject to the approval of the Town Manager or his/her designee.
- (5) The licenses will be effective during the specified dates by the Town Manager or his/her designee after proper notification to the provider(s).
- (6) All bicycles utilized in a Micromobility program shall conform with the standards set forth in Title 16, Code of Federal Regulations, Chapter II, Subchapter C, Part 1512 Requirements for Bicycles, the safety standards outlined in ISO 43.150 Cycles, subsection 4210, and F.S. § 316.2065, as may be amended or revised.
- (7) All Micromobility devices shall comply with the lighting standards set forth in F.S. § 316.2065(7), as may be amended or revised, which requires a reflective front white light visible from a distance of at least five hundred (500) feet and a reflective rear red light visible from a distance of at least six hundred (600) feet.
- (8) All Micromobility devices utilized shall include easily accessible and identifiable language that clearly directs users to customer support mechanisms, including not limited to a customer service phone number, websites, and applications.
- (9) All electric bicycles (e-bikes) utilized under this program shall meet the National Highway Traffic Safety Administrations (NHTSA) definition of low-speed electric bicycles; and shall be subject to the same requirements as ordinary bicycles and with the requirements of F.S. Ch. 316.003, which defines bicycles. This means, among other requirements, that electric bicycles shall have fully operable pedals, an electric motor of less than seven hundred and fifty (750) watts, and a top motor-powered speed of less than fifteen (15) miles per hour when operated by a rider.
- (10) All Micromobility devices utilized shall be equipped with GPS, cell phone, or a comparable technology for the purpose of tracking.
- (11) The riding of any Micromobility device propelled by a motor as defined in this division, is permissible upon all bicycle lanes on roads with a speed limit of 25 miles per hour or less, unless the bicycle infrastructure contains a physical buffer from any travel lanes, and all sidewalks located within the Town, except where otherwise prohibited by official posting or ordinance.
- (12) <u>Users of Micromobility devices propelled by a motor as defined in this division must yield to pedestrians at all times.</u>
- (13) <u>Users of Micromobility devices propelled by a motor as defined in this division</u> who are 16 years old of age, or younger must wear a helmet at all times. The provider's mobile application must inform users of helmet laws and encourage the use of helmets.
- (14) Provider shall comply with all applicable rules, regulations, and laws, including any additional rules and regulations promulgated by the Town Manager or his or her

- designee, applicable to Micromobility devices user, except those which, by their very nature, can have no application. Providers should encourage the use of a bicycle helmet that is properly fitted and is fastened securely upon the user's head by a strap, and that meets the federal safety standard for bicycle helmets, Final Rule, 16 C.F.R. Part 1203
- (15) The Town Manager, or his or her designee, may administratively issue, promulgate and establish additional rules and regulations consistent with this division and applicable state and federal laws, as determined to affect the policy of this division.
- (16) The Town Manager, or his or her designee, reserves the right to cancel any license if there is a violation of the division, violations involving public health, safety or general welfare, failure to maintain the required insurance, or bonding or otherwise comply with this division, or for other good and sufficient cause as determined by the Town Manager or his or her sole discretion.

Sec. 20-504. Operations.

- (1) Any Micromobility provider issued a license to deploy Micromobility devices within the Town of Miami Lakes shall have an operating plan approved by the Town Manager or his/her designee allowing for the deployment of their total fleet.
- (2) The Town retains the right to require providers to reduce their fleet size, to impose a cap on fleet sizes or on the number of operators as is warranted, or cease operations in the event that providers repeatedly fail to timely rebalance or remove vehicles blocking the right of way or provide timely responses to complaints received by the Town, each as may be warranted.
- (3) Providers shall maintain a 24-hour customer service phone number easily accessible to users for customers and citizens to report safety concerns, make complaints, ask questions, or request that a device(s) be relocated.
- (4) <u>Devices must be well maintained and in good operating condition at all times. Must be of high quality and sturdily built to withstand the effects of weather and constant use for a period of no less than five years.</u>
- (5) Micromobility devices are to be operated at a person's own risk, and that no representation is being made by the Town as to the condition of any sidewalk, street, road, bike path, lane, or sidewalk area.

Sec. 20-505. Micromobility Devices Parking.

- (1) <u>Micromobility devices must be parked on a sidewalk or other hard surface, besides a bicycle rack, or at a town-owned location. Micromobility devices may only be parked on private property with the permission of the property owner.</u>
- (2) Micromobility devices must be upright while parked.
- (3) <u>Micromobility devices may not be parked in a manner that would impede normal and reasonable pedestrian access on a sidewalk or in any manner that would reduce the minimum clear width of a sidewalk to less than three feet.</u>

- (4) <u>Micromobility devices may not be parked in a manner that would impede vehicular traffic.</u>
- (5) <u>Micromobility devices may not be parked in a manner that would impose a threat to public safety or security.</u>
- (6) Micromobility devices may not be parked on a block that does not have sidewalks.
- (7) <u>Micromobility devices must be parked in a manner that is compliant with the applicable provisions of the Americans with Disabilities Act of 1990.</u>
- (8) Micromobility devices may not be parked in a way that blocks:
 - a. Fire hydrants call boxes or other emergency facilities;
 - b. Transit facilities;
 - c. Loading spaces or zones;
 - d. Passenger loading spaces or zones, or valet parking service areas;
 - e. Disabled or prohibited parking zones;
 - f. Street furniture that requires pedestrian access, for example, but not limited to, benches, parking pay stations, or bicycle racks;
 - g. Window displays;
 - h. Building entryways;
 - i. Curb ramps; or
 - j. Vehicular driveways.

Sec. 20-506. Data Sharing.

(1) Providers shall cooperate with the Town in the collection, analysis, and sharing of aggregated data concerning its operations. All data furnished under any Micromobility program will be in a form reasonably acceptable by the Town Manager or his/her designee.

Sec. 20-507. Insurance Requirements.

- (1) A provider shall procure and keep in full force and effect no less than the insurance coverage required by the implemented Micromobility program at the moment of submitting the application to the Town, through a policy or policies written by an insurance company or companies authorized to do business in Florida.
- (2) The insured provisions of the policy or policies must list the Town, their officers, employees, the Federal Department of Transportation, and Miami Dade County as additional insureds, and the coverage provisions must provide coverage for any loss or damage that may arise to any person or property by reason of the operation of a motorized scooter.

- (1) <u>Creation of the Micromobility Special Revenue Fund</u>. There is hereby created a Town of Miami Lakes Micromobility Special Revenue Fund account, the purpose of which is to primarily offset any costs incurred by the Town of Miami Lakes. Any excess licensing fees shall be designated to enhance the infrastructure and experience of any pedestrian and bicyclists in the Town.
- (2) The application, including new applications and all applications in relation to any extension(s), renewal(s), or reinstatements of a Micromobility program, shall be accompanied by an anticipated non-refundable licensing fee, which shall be used to offset any costs to the Town. Any excess licensing fees shall be designated to enhance the infrastructure and experience of any pedestrian and bicyclists in the Town.

Sec. 20-509. Indemnification.

Providers shall indemnify, defend, and hold harmless the town, jointly and severally, and their respective officials, employees, agents and instrumentalities from any and all liability, losses or damages, including any and all attorneys' fees and cost of defense, which the town and its officials, employees, agents, and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature including, but not limited to, personal injury or wrongful death, property loss or damage, the conditions and features on all sidewalks and sidewalk areas, bike lanes or bike paths streets, or other areas within the town on which a Micromobility device is operated, to the extent arising out of or in any way connected with the operation of the Micromobility service or use of a Micromobility device. Providers shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the town, where applicable, including administrative, trial, and appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Providers shall expressly understand and agree that any insurance protection required by this division, or otherwise provided or secured by a provider, shall in no way limit the responsibility to indemnify, defend and hold harmless the town, their officials, employees, agents, and instrumentalities as required by this section. The obligation to indemnify, defend, and hold harmless will survive the revocation, cancellation, or expiration of a license. The operators will acknowledge on the license application form, which will include this indemnification in substantially the language provided by this section, that the granting of the license is, in part, conditioned on the granting of this indemnification which is knowingly and voluntarily given by the operators.



TOWN OF MIAMI LAKES MEMORANDUM

To: Honorable Mayor and Town Councilmembers

From: Edward Pidermann, Town Manager

Subject: Ordinance Authorizing the Issuance of Stormwater Utility System Revenue

Bonds, not to exceed \$15.5 Million to finance a portion of the improvements

to the Town's Stormwater system.

Date: June 8, 2021

Recommendation

It is recommended that the Town Council approve and pass the enclosed Ordinance that will authorize the issuance of Stormwater Utility System Revenue Bonds, in an aggregate principal amount of not exceeding Fifteen Million Five Hundred Thousand Dollars and 00/100 (\$15,500,000.00), in order to finance improvements to a portion of the Town's Stormwater Utility System and pay costs of issuance of the bonds.

Background

During the March 2021 Town Council Meeting, the Town Council provided the Town Manager, Attorney and Staff with direction to seek bond financing in the amount of Fifteen Million Five Hundred Thousand Dollars and 00/100 (\$15,500,000.00) to finance a portion of the improvements required to be made to the Town's Stormwater Utility System. Based on the Town Charter, all Town borrowing must be approved pursuant to an Ordinance. Accordingly, if passed, the enclosed ordinance provides the Town with requisite authority to issue its Stormwater Utility System Revenue Bonds in order to address a portion of the Town's Stormwater infrastructure needs. However, prior to the issuance of said bonds, the Town Council will need to adopt a bond resolution that will set forth the specific details and terms of said bonds. The bond resolution is expected to be presented for consideration by the Town Council at its June meeting. The Stormwater Utility System Revenue Bonds shall be paid and secured from the revenues generated by the Town's Stormwater Utility System fees. No other sources of funds will be pledged to pay and secure the Stormwater Utility System Revenue Bonds.

ORDINANCE NO. 2021-

AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$15,500,000 AGGREGATE PRINCIPAL AMOUNT OF STORMWATER UTILITY SYSTEM REVENUE BONDS, SERIES 2021, TO PROVIDE FUNDS, TOGETHER WITH OTHER AVAILABLE MONEYS, TO FINANCE THE COSTS OF IMPROVEMENTS TO THE TOWN'S STORMWATER UTILITY SYSTEM; PROVIDING THAT DETAILS, TERMS AND OTHER MATTERS RELATING TO THE ISSUANCE OF THE BONDS SHALL BE ESTABLISHED OR PROVIDED FOR IN A SUPPLEMENTAL BOND RESOLUTION: PROVIDING THAT THE BONDS WILL BE SECURED AND PAYABLE FROM THE NET REVENUES OF THE TOWN'S **STORMWATER** SYSTEM, AS **UTILITY MORE** SPECIFICALLY DESCRIBED IN THE SUPPLEMENTAL BOND RESOLUTION; AUTHORIZING THE **MANAGER PROCEED** TO **DEVELOP** TO THE NECESSARY DOCUMENTS TO SELL AND ISSUE THE BONDS AND TO DETERMINE THE SPECIFIC DETAILS OF THE BONDS WITHIN THE PARAMETERS SET FORTH IN THE SUPPLEMENTAL **BOND RESOLUTION;** PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY: AND PROVIDING FOR AN EFFECTIVE DATE. (PIDERMANN)

WHEREAS, the Town Council (the "Town Council") of the Town of Miami Lakes, Florida (the "Town") finds it is in the best interest of the residents of the Town to undertake certain improvements to the Town's Stormwater Utility System (as defined herein); and

WHEREAS, the Town Council finds it is in the best interest of the residents of the Town to finance the costs of such improvements to the Stormwater Utility System through the issuance of revenue bonds payable from and secured by the net revenues of the Stormwater Utility System; and

WHEREAS, in order to implement the foregoing, the Town Council desires to authorize the issuance of Town of Miami Lakes, Florida Stormwater Utility System Revenue Bonds, Series 2021, in an aggregate principal amount not to exceed \$15,500,000; and

WHEREAS, the Charter of the Town (the "Charter") provides that the authorization to provide for the borrowing of money shall be by ordinance of the Town Council;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. <u>Incorporation of Recitals</u>. The recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. <u>Authority for this Ordinance</u>. This ordinance (the "Authorizing Ordinance") is enacted pursuant to the provisions of Article VIII, Section 2 of the Florida Constitution, Chapter 166, Part II, Florida Statutes, as amended, Section 403.0893, Florida Statutes, as amended, Sections 4.3 and 4.11 of the Charter and Chapter 41, Article II of the Town's Code of Ordinances, as the same may be amended from time to time.

Section 3. <u>Definitions</u>. In addition to capitalized terms otherwise defined herein, the following terms shall have the meanings ascribed to them in this Section unless the context clearly indicates otherwise:

"Act" means, collectively, Article VIII, Section 2 of the Florida Constitution, Chapter 166, Part II, Florida Statutes, as amended, Section 403.0893, Florida Statutes, as amended, Sections 4.3 and 4.11 of the Charter, Chapter 41, Article II of the Town's Code of Ordinances, as the same may be amended from time to time, this Authorizing Ordinance, and other applicable provisions of law.

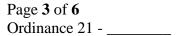
"Improvements" mean such improvements, renewals and replacements of the Stormwater Utility System or any part thereof and such extensions and additions thereto as may be necessary or desirable, in the judgment of the Town, to keep the same in proper condition for the safe, efficient and economic operation thereof and to integrate into the Stormwater Utility System any unit or part thereof, and shall include such land, structures and facilities as may be authorized to be acquired or constructed by the Town under the provisions of State law and such improvements, renewals and replacements of such land, structures and facilities and the Stormwater Utility System and such extensions and additions thereto as may be necessary or desirable for continuous and efficient service to the property serviced and benefitted by the Stormwater Utility System.

"Series 2021 Bonds" means the Town's Stormwater Utility System Revenue Bonds, Series 2021, in the aggregate principal amount not to exceed \$15,500,000, to be issued under the authority of this Authorizing Ordinance and pursuant to a Supplemental Bond Resolution.

"Project" means the Improvements to the Stormwater Utility System to be financed, in whole or in part, with the proceeds of the Series 2021 Bonds, as more specifically described or provided for in the Supplemental Bond Resolution.

"Stormwater Utility System" means the stormwater management system owned, operated and maintained by the Town pursuant to Chapter 41, Article II of the Town's Code of Ordinances, as the same may be amended from time to time, and shall include, without limitation, any existing plant, system, facility or property, and additions, extensions and improvements to any of the foregoing, at any future time constructed or acquired and leased or owned by the Town and useful or necessary or having a present capacity for future use in connection with the collection, treatment and disposal of stormwater, and without limiting the generality of the foregoing definition, shall include treatment plants, pumping stations, lift stations, valves, force mains, laterals, mains and all requisite appurtenances and equipment, and shall include all real and personal property and any interest in the foregoing, rights, easements and franchises of any nature whatsoever relating to, or convenient for the operation of, any such stormwater management system.

"Supplemental Bond Resolution" means the resolution described in Section 5(B) of this Authorizing Ordinance.



"Town" means the Town of Miami Lakes, Florida, a municipal corporation of the State of Florida.

"Town Council" means, collectively, the elected officials who serve as the governing body of the Town.

"Town Manager" means the individual who serves as the chief administrative officer of the Town, or in such person's absence or inability to act, any duly appointed Deputy or Assistant Town Manager.

"Underwriters" means, collectively, the investment banking firms or other financial institutions appointed in the Supplemental Bond Resolution as the underwriters for the Series 2021 Bonds.

Section 4. Findings. It is hereby determined and declared that:

- (A) The Town is a municipal corporation of the State of Florida and pursuant to Article VIII, Section 2, Florida Constitution, Chapter 166, Florida Statutes, and Section 1.1 of the Charter of the Town, the Town has all powers of local self-government to perform municipal functions and to render municipal services, except as otherwise provided by law ("Home Rule Power"), and such Home Rule Power may be exercised by the Town through enactment of an appropriate ordinance.
- (B) Pursuant to its Home Rule Power, Section 403.0893, Florida Statutes, and Chapter 41, Article II of the Town's Code of Ordinances, the Town (i) has created a stormwater utility to operate, maintain and govern its Town-wide Stormwater Utility System; (ii) imposes a stormwater utility fee on each developed parcel within the Town for the services and facilities provided by the Stormwater Utility System; and (iii) is authorized to pledge the stormwater utility fee as security for indebtedness incurred in connection with the Stormwater Utility System.
- (C) Based on its Stormwater Master Plan, workshops held by the Town Council and reviews performed by external consultants who have inspected the Stormwater Utility System, the Town Council has decided to undertake certain Improvements to the Stormwater Utility System and to finance such Improvements through the issuance of the Series 2021 Bonds.
- (D) A negotiated sale of the Series 2021 Bonds is necessary and is in the best interest of the Town for the following reasons: the Series 2021 Bonds will be the first series of bonds issued by the Town secured by and payable from the net revenues of the Stormwater Utility System; obligations having the characteristics of the Series 2021 Bonds are typically sold at negotiated sale under prevailing market conditions; because prevailing market conditions are uncertain, it is desirable to sell the Series 2021 Bonds at a predetermined price; the vagaries of the current and near future municipal bond market demand that the Town have the maximum time and flexibility to negotiate the terms of the Series 2021 Bonds in order to obtain the best interest rates available; there is no basis, considering prevailing market conditions, to expect that the terms and conditions of a sale of the Series 2021 Bonds at public sale by competitive bids would be any more favorable than at negotiated sale.

Page 4 of 6	
Ordinance 21 -	

Section 5. <u>Authorization of the Project and the Series 2021 Bonds; Terms and Details of the Series 2021 Bonds.</u>

- (A) The Town Council hereby authorizes the Project. The Series 2021 Bonds are hereby authorized to be issued by the Town, as provided in this Authorizing Ordinance and as authorized by the Act, and shall be designated as "Town of Miami Lakes, Florida Stormwater Utility System Revenue Bonds, Series 2021." The Series 2021 Bonds shall be issued in the aggregate principal amount of not to exceed \$15,500,000, for the purpose of providing funds to (i) pay all or a portion of the costs of the Project, (ii) make a deposit to a debt service reserve account or pay the premium for a debt service reserve fund surety, if necessary, and (iii) pay costs of issuance of the Series 2021 Bonds, including, without limitation, the premium for a municipal bond insurance policy insuring all or a portion of the Series 2021 Bonds.
- (B) Prior to the issuance of the Series 2021 Bonds, the Town Council shall adopt a resolution supplemental to this Authorizing Ordinance (the "Supplemental Bond Resolution") with respect to such Series 2021 Bonds. The Series 2021 Bonds shall be dated such date or dates, shall mature at such time or times, shall bear interest at such interest rate or rates, which shall not exceed in any event the maximum interest rate authorized by law, and shall have such redemption provisions, all as shall be determined in the Supplemental Bond Resolution for the Series 2021 Bonds.
- (C) The Series 2021 Bonds shall be secured by and payable from the net revenues of the Stormwater Utility System, all as shall be more specifically provided in the Supplemental Bond Resolution.
- (D) The sale of the Series 2021 Bonds shall be by negotiated sale to the Underwriters upon such terms as shall be set forth in the Supplemental Bond Resolution and in the bond purchase agreement for the Series 2021 Bonds.
- **Section 6. Delegation of Authority to Town Manager**. The Supplemental Bond Resolution for the Series 2021 Bonds may delegate to the Town Manager the authority to negotiate all agreements associated with the issuance and sale of the Series 2021 Bonds and to determine the specific financial and other details of the Series 2021 Bonds, in the manner and subject to such conditions and limitations as may be set forth in such Supplemental Bond Resolution.
- **Section 7.** Severability. The provisions of this Authorizing Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Authorizing Ordinance shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Authorizing Ordinance but they shall remain in effect, it being the legislative intent that this Authorizing Ordinance shall stand notwithstanding the invalidity of any part.
- **Section 8.** Compliance with Open Meeting Law. It is found and determined that all formal actions of the Town Council concerning and relating to the enactment of this Authorizing Ordinance were taken in open meetings of the Town Council and that all deliberations of the Town Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes and the Charter.

Page 5 of 6 Ordinance 21
Section 9. <u>Effective Date</u> . This Authorizing Ordinance shall become effective immediately upon enactment on second reading.
The foregoing Authorizing Ordinance was offered by Councilmember, who
moved for its enactment on first reading. The motion was seconded by Councilmember and upon being put to a vote, the vote was as follows:
Mayor Manny Cid
Vice Mayor Luis Collazo
Councilmember Carlos O. Alvarez
Councilmember Josh Dieguez
Councilmember Tony Fernandez
Councilmember Jeffrey Rodriguez
Councilmember Marilyn Ruano
PASSED AND ENACTED on first reading this day of May, 2021.

[Balance of Page Intentionally Left Blank]

Page 6 of 6 Ordinance 21	
	was offered by Councilmember, The motion was seconded by Councilmember ne vote was as follows:
Mayor Manny Cid Vice Mayor Luis O. Collazo Councilmember Carlos O. Alvarez Councilmember Josh Dieguez Councilmember Tony Fernandez Councilmember Jeffrey Rodriguez Councilmember Marilyn Ruano	
PASSED AND ENACTED on second r	reading this day of June, 2021.
ATTEST:	MANNY CID MAYOR
GINA M. INGUANZO TOWN CLERK	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR USE ONLY BY THE TOWN OF MIAMI LAKES:	
GASTESI, LOPEZ & MESTRE, PLLC TOWN ATTORNEY	
GREENBERG TRAURIG, P.A. BOND COUNSEL	

ACTIVE 56254283v2



To: Honorable Mayor and Councilmembers

From: Edward Pidermann, Town Manager

Subject: NW 59th Avenue Roadway Extension Project Eminent Domain and Land Acquisition

Funding

Date: June 8, 2021

Recommendation:

It is recommended that the Town Council authorize an interfund loan transfer from the General Fund to the Capital Fund in the amount of \$2,500,000.00, in order to comply with Florida Statute Chapter 73 eminent domain requirements. This loan shall be restricted for this purpose, and it shall be repaid in its entirety in a lump sum, or as project designated funds become available. The loan could remain outstanding until the project is completed, but not beyond September 30, 2022 or a date extended by the Town Council. Quick repayment of this loan shall be a priority but must <u>not</u> supersede the project's need for cash flow.

Background

The NW 59th Avenue Roadway Extension Project featuring a bridge connecting NW 59th Avenue to NW 59th Court started in 2016 spearheaded by the appraisal of a property (building) subject to an eminent domain process. As of the date of this memo, this project is estimated to cost \$8,400,000 subject to variable costs like property acquisition, construction costs, business relocation assistance, design, and adjacent property impact costs, among others.

While the town has already invested \$761,000 and currently has \$1,435,000 available for this project, cash flow challenges are anticipated because the source of most of the funds (\$5,300,000 or 63%) are derived from grant reimbursements. Consequently, the town must advance the payments and then wait for reimbursement. In addition, the other sources of funding like People's Transportation Plan (PTP) 80, gas tax and mobility fees are projected to be received throughout the next couple of years, thus delaying funding and adding pressure to the cash flow needs.

Staff from the Public Works Department and Finance Department have collaborated by analyzing a cash flow timeline leading to the above recommendation. The first cash flow challenge is expected in or about June 2021. During the past year, the Town has unsuccessfully attempted to negotiate the purchase of 5951 N.W. 151st Street, Miami Lakes, Florida 33014. The purchase of this property and its demolition are necessary in order to complete the north-south 59th avenue project which will provide a necessary right of way access into the Town's isolated N.E. quadrant. Based on our most recent appraisal, enclosed as Exhibit "A", the property is worth an approximate \$2,180,000.00. In April 2021, TSI Investments, LLC the owner of 5951 N.W. 151st Street, Miami Lakes, Florida 33014 was served with an eminent domain complaint pursuant to Florida Statutes Chapter 74.

The Town has been provided with a hearing date of June 23, 2021, at which time the Town will seek an order of taking. In the event the Town is successful, we will need to deposit an amount equal to the fair market value of the property. Accordingly, it is desirable that the Town Council approve the transfer of \$2,500,000.00 from Fund Balance to the Capital Funds in order to comply with the possible, June 23, 2021 Order. Additionally, this cash need is in addition to other ongoing project costs, thus creating a substantial cash demand until the grant reimbursements and other project revenues are realized.

ORDINANCE NO. 2021-

AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA. **PROVIDING FOR** A **SHORT** INTERFUND LOAN FROM UNRESTRICTED GENERAL FUND BALANCE TO CAPITAL FUNDS IN AN AMOUNT \$2,500,000; **PROVIDING EXCEED** TRANSFER OF FUNDS; PROVIDING FOR EXPENDITURE **FUNDS**; **PROVIDING FOR AMENDMENTS**; PROVIDING FOR CONFLICTS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the N.W. 59th Avenue Roadway Extension project will connect 59th avenue to N.W. 59th Court, and create a necessary and absent vehicular right of way to the N.E. section of the Town of Miami Lakes (the "Town"); and

WHEREAS, an important component of this project is the purchase of 5951 N.W. 151st Street, Miami Lakes, Florida 33014, in order to create an access point for the N.W. 59th Avenue to connect to N.W. 59th Court;

WHEREAS, pursuant to Florida Statutes Chapter 73, the Town has served TSI Investments, LLC, the owners of 5951 N.W. 151st Street, Miami Lakes, Florida 33014, with an action seeking the taking of the property for a public purpose; and

WHEREAS, pursuant to Florida Statutes Chapter 73, on June 23, 2021, the Town will have a hearing where it will seek an Order of taking from the Court; and

WHEREAS, during said hearing the Court will determine the fair market value of the property, and should the Town prevail, the Town will be required to deposit an amount equal to the fair market value of the property into the registry of the Court; and

WHEREAS, according to the most recent appraisal obtained by the Town, the fair market value of 5951 N.W. 151st Street, Miami Lakes, Florida 33014 is \$2,180,000.00; and

WHEREAS, TSC Investments, LLC, has suggested in their court pleadings that this amount is insufficient; and

WHEREAS, the N.W. 59th Avenue Roadway Extension Project's budget provides for the eminent domain process, and is funded through a Florida Department of Transportation ("FDOT") grant; and

WHEREAS, pursuant to the grant, the Town is obligated to expend money and seek reimbursements; and

WHEREAS, in accordance with Section 200.065, Florida Statutes and Section 8.7 of the Town of Miami Lakes (the "Town") Charter, the Town Council adopted Fiscal Year 2020-2021 Budget (the "Budget") by Ordinance 20-269, as amended by Ordinance 20-270 and Ordinance 21-275; and

WHEREAS, the Town maintains unrestricted budget reserves in the amount of \$2,900,000 for unforeseen or extraordinary need; and

WHEREAS, in order to comply with possible, June 23, 2021 Court Order, the Town will need to deposit at least \$2,180,000 into the registry of the Court, or an; and

WHEREAS, in order to ensure sufficient cashflow for this transaction, it is desirable that the Town Council approve a fund-balance loan transfer in the amount of \$2,500,000 from General Fund Balance to the Capital Fund; and

WHEREAS, pursuant to Florida Law and the Town Charter, it is necessary that this fund-balance loan transfer be approved and provided for in the form of an Ordinance; and

WHEREAS, this shall be restricted for the purpose of the 59th Avenue Roadway Extension Project, and shall be repaid in its entirety in a lump sum, or as project designated funds become available; and

WHEREAS, the fund-balance loan transfer shall be repaid on or before September 30, 2022.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

<u>Section 1. Recitals.</u> The foregoing recitals are true and correct and are incorporated herein by this reference.

<u>Section 2. Fund Balance Loan Transfer.</u> The Town Council hereby approves the short-term fund balance loan transfer in the amount of \$2,500,000 from General Fund, Fund Balance reserves to Capital Funds for the exclusive use of the N.W. 59th Avenue Roadway Extension Project, to be repaid on or before September 30, 2022.

<u>Section 3. Authorization of Town Manager.</u> The Town Manager is hereby authorized to take all actions necessary to implement the terms and conditions of this Ordinance.

Section 4. Authorization of Fund Expenditures. The Town Manager or his/her designee is authorized to expend or contract for expenditures such funds as are necessary for the operation of the Town government in accordance with the Budget and the terms and conditions of this Ordinance.

<u>Section 5. Conflicts.</u> All sections or parts of sections of the Town Code that conflict with this Ordinance are repealed to the extent of such conflict.

<u>Section 6. Severability.</u> The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause, provision, or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain

Page 4 of 5 Ord. 21	
in effect, it being the legislative intent	that this Ordinance shall stand notwithstanding the
invalidity of any part.	
Section 7. Effective date. This On	rdinance shall be effective upon adoption on second
reading.	
FIR	ST READING
The foregoing ordinance was moved	d by Councilmember who moved
its adoption on first reading. The motion wa	as seconded by Councilmember
and upon being put to a vote, the vote was a	as follows:
Mayor Manny Cid	
Vice Mayor Luis E. Collazo	
Councilmember Carlos O. Alvarez	
Councilmember Josh Dieguez	
Councilmember Tony Fernandez	
Councilmember Jeffrey Rodriguez	
Councilmember Marilyn Ruano	
Passed and adopted on first reading	this 11 th day of May 2021.

THIS SPACE INTENTIONALLY LEFT BLANK

SECOND READING

The foregoing ordinance was moved by Cour	ncilmember	_ who moved
its adoption on second reading. The motion was second	onded by Councilmember	
and upon being put to a vote, the vote was as follows	s:	
Mayor Manny Cid		
Vice Mayor Luis E. Collazo		
Councilmember Carlos O. Alvarez		
Councilmember Josh Dieguez		
Councilmember Tony Fernandez		
Councilmember Jeffrey Rodriguez		
Councilmember Marilyn Ruano		
Attest:	Manny Cid MAYOR	
Gina M. Inguanzo TOWN CLERK Approved as to form and legal sufficiency:	-	
Raul Gastesi, Jr. Gastesi, Lopez and Mestre, PLLC TOWN ATTORNEY		



To: Honorable Mayor and Councilmembers

From: Edward Pidermann, Town Manager

Subject: Budget Line-Item Transfers FY2020-21 – Resolution

Date: June 8, 2021

Recommendation

It is recommended that a transfer amount of \$40,000 from the contingency reserve line item to salaries and benefits line item within the Stormwater Utility Fund to fund the hiring of a Capital Improvement Project Manager for the last quarter of the fiscal year to immediately begin implementation of the stormwater bond projects.

Background

On March 9, 2021, the Town Council approved Resolution No. 21-1730 authorizing an adjustment to the stormwater fee and to issue a bond for Fifteen Million Five Hundred Thousand Dollars and 00/100 (\$15,500,000.00), repaid in thirty (30) years, to complete identified stormwater capital improvement projects.

Attachment

Exhibit "A"

RESOLUTION NO. 2021-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, MODIFYING THE BUDGET APPROVED BY ORDINANCE NO. 20-269; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (PIDERMANN)

WHEREAS, on September 22, 2020, in accordance with Section 200.065, Florida Statutes and Section 8.7 of the Town of Miami Lakes (the "Town") Charter, the Town Council adopted the Budget for Fiscal Year 2020-2021 (the "Budget") by Ordinance No. 20-269; and

WHEREAS, on March 9, 2021, the Town of Miami Lakes Council ("Council") approved Option 2 from the Stormwater Rate Study, which increases operational expenses, addresses capital improvement projects ("CIP)" and increases the Stormwater Utility Fee to \$10.50/ERU; and

WHEREAS, on March 9, 2021, the Council also gave direction to the Town Manager and staff to seek debt financing of fifteen million, five hundred thousand dollars (\$15,500,000) in Stormwater Bonds to finance stormwater capital improvement projects; and

WHEREAS, as part of the increase of operational expenses in Option 2, and to manage the CIP program, the Town Manager requests to increase the Stormwater Utility Fund staffing by one (1) Project Manager; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. Line-Item Modification. The Budget for Fiscal Year 2020-2021 adopted in Section 2 of Ordinance 20-269, is hereby modified, as reflected in Exhibit "A" attached hereto. The revisions for each fund are within the approved expenditure authority for Fiscal Year 2020-21. The Town Council hereby modifies the budget as set forth herein and authorizes the Town Manager to administratively adjust line items to reflect audit adjustments and or line-item revisions necessary within each department's expenditure authority.

Section 3. Authorization of Town Manager. The Town Manager is hereby authorized to take all actions necessary to implement the terms and conditions of this resolution and expend budgeted funds.

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

TOWN OF MIAMI LAKES FY2020-2021 AMENDED BUDGET STORMWATER UTILITY FUND Detail by Line Item

			Detail by	y Line Item
ACCOUNT NAME	FY2020-21 AMENDED BUDGET	BUDGET LINE ITEM TRANSFERS JUNE	FY2020-21 AMENDED BUDGET	BUDGET LINE ITEM TRANSFERS
STORMWATER UTILITY FUND				
REVENUES				
SFWMD STORMWATER GRANT	\$0		\$0	
STORMWATER UTILITY FEES	\$1,114,699		\$1,114,699	
INTEREST EARNINGS	\$5,000		\$5,000	
CONTRIBUTIONS & DONATIONS	\$0		\$0	
BUDGET CARRYFORWARD	\$120,154		\$120,154	
INTER-FUND TRANSFERS	\$0		\$0	
CAPITAL CONTRIBUTIONS	\$0		\$0	
TRANSFER IN - GENERAL FUND	\$70,000		\$70,000	
TRANSFER FROM CAPITAL	\$0		\$0	
PRIOR YEAR CAPITAL ASSETS	\$0		\$0	
TOTAL REVENUES:	\$1,309,853	\$0	\$1,309,853	
EXPENDITURES				
ADMINISTRATIVE SUPP TO STORMWATER	\$0		\$0	
WASAD FEE COLLECTION	\$39,900		\$39,900	
STORMWATER ADMINISTRATION	\$78,169		\$78,169	
PUBLIC OUTREACH/WORKSHOPS	\$3,000		\$3,000	
SUBSCRIPTIONS & MEMBERSHIPS	\$800		\$800	
EDUCATION & TRAINING	\$3,000		\$3,000	
DEPRECIATION EQUIPMENT & FURNITURE	\$0		\$0	
DEPRECIATION INFRASTRUCTURE	\$0		\$0	
STORMWATER UTILILITY REVENUE BOND DEBT-QNIP FEMA FUNDED CANAL DREDGING PAYMENT	\$71,051 \$15,734		\$71,051 \$15,734	
TRANSFER TO CAP PROJECTS FUND	\$15,734		\$15,734	
TRANSFER OUT-GENERAL FUND	\$122,000		\$122,000	
TOTAL STORMWATER UTILITY EXPENSES	\$333,654	\$0	\$333,654	-
TOTAL STORMWATER OTHER PARENCES	4333,03 4	70	7555,054	<u>-</u>
NPDES COMPUT. DISCHARGE MOD	\$1,000		\$1,000	
DERM MONITORING	\$0		\$0	
NPDES PERMIT FEES	\$16,545		\$16,545	
TOTAL NPDES COSTS	\$17,545	\$0	\$17,545	-
REGULAR SALARIES	\$183,311	\$33,300	\$216,611	
COST OF LIVING ADJUSTMENT	\$0		\$0	
OVERTIME	\$1,000		\$1,000	
COMPENSATED ABSENCES -CURRENT	\$0		\$0	
PAYROLL TAXES	\$14,023	\$3,000	\$17,023	
FRS RETIREMENT CONTRIBUTION	\$18,373	\$3,700	\$22,073	
HEALTH & LIFE INSURANCE	\$46,661		\$46,661	
HEALTH ALLOWANCE	\$0		\$0	
WIRELESS STIPEND	\$960		\$960	
PENSION EXPENSE	\$0		\$0	
PROFESSIONAL SERVICES-LAKE QUALITY ASSESSMENT	\$0		\$0	
PROFESSIONAL SERVICES-SW UTILITY RATE STUDY	\$0		\$0	
PROFESSIONAL SERVICES-ENGINEERING/LEGAL	\$0		\$0	
MASTER PLAN UPDATE	\$0		\$0	
STORMWATER INSPECTOR	\$52,000		\$52,000	
REMOTE ACCESS DEVICE DATA PLAN	\$1,460		\$1,460	
MOBILE PHONES	\$0		\$0	
INSURANCE	\$14,582		\$14,582	
REPAIR & MAINTENANCE-CLEAN BASINS PIPES TRENCHES	\$49,500		\$49,500	
REPAIR & MAINTENANCE-MINOR IMPROVEMENTS	\$37,587		\$37,587	
COMMUNITY RATING SYSTEM	\$3,500		\$3,500	
REPAIR & MAINTENANCE-STREET SWEEPING	\$35,000		\$35,000	
REPAIR & MAINTENANCE-STORM VAC TRUCK OPERATIONS	\$105,000		\$105,000	
REPAIR & MAINTENANCE-CANAL MAINTENANCE	\$258,329		\$258,329	
CONTINGENCY RESERVE	\$116,036	-\$40,000	\$76,036	To fund a Capital Improvement Manager for the last quarte
MISCELLANEOUS EXPENSE	**		**	of the fiscal year.
	\$0		\$0	
UNIFORMS	\$1,000		\$1,000	
FUEL & LUBRICANTS	\$13,000		\$13,000	
EDUCATION & TRAINING	\$0		\$0	
NW 79 AVE NO OF 154 STREET	\$0 \$0		\$0 \$0	
MACHINERY & EQUIPMENT	\$0		\$0	
SOFTWARE	\$0		\$0	
COMPUTER SOFTWARE LICENSES	\$7,332		\$7,332	
FEMA PROJECTS INTEREST	\$0		\$0	=
TOTAL STORMWATER OPERATING	\$958,654	\$0	\$958,654	<u>-</u>
TOTAL STORMWATER UTILITY REVENUES	\$1 200 952	ćo	\$1 200 053	
TOTAL STORMWATER UTILITY REVENUES TOTAL STORMWATER UTILITY EXPENDITURES	\$1,309,853 \$1,309,853	\$0 \$0	\$1,309,853 \$1,309,853	
NET STORMWATER UTILITY FUND	\$0	\$0	\$1,505,055	

552 Page 1 of 1



To: Honorable Mayor and Councilmembers

From: Honorable Councilmember Carlos Alvarez

Subject: Updates on Approved New Business Items

Date: June 8, 2021

Recommendation:

I would like to incorporate into manager's report, updates on approval of new business items projects or other town wide projects that have been approved by the Town Council.

For example: update on town- wide street stripping, Breana Vergara Fountain, Town Entryway, etc.

Fiscal Impact: None

Funding Source for Implementation:

Timeline for Implementation:

Guiding Principles: 1,2,3,4,14



To: Honorable Vice Mayor and Councilmembers

From: Honorable Councilmember Josh Dieguez

Subject: Portraits in Patriotism Curriculum

Date: June 8, 2021

Recommendation:

I would like to direct the Town Attorney's Office to prepare a resolution to be submitted to each member of the Miami-Dade Public School Board and the Adminstrator urging them to begin development and implementation of the curriculum contained in HR 5 a.k.a. the Portraits in Patriotism Act, which passed the Legislature this year. A copy of the bill would also be attached to the resolution.

Fiscal Impact: Minimal

Funding Source for Implementation: Legal Budget

Timeline for Implementation: 30 days

Guiding Principles: 1, 2, 3, 4, 14

HB 5 2021

1 A bill to be entitled 2 An act relating to civic education curriculum; 3 amending s. 1003.4282, F.S.; revising the social 4 studies high school graduation credit requirement; 5 amending s. 1003.44, F.S.; requiring the Department of 6 Education to develop or approve an integrated civic 7 education curriculum that meets certain requirements; 8 requiring the department to curate oral history 9 resources to be used along with such curriculum; 10 providing a short title; requiring the department to 11 approve the civic education curricula submitted by 12 school districts and charter schools; providing an 13 effective date. 14 Be It Enacted by the Legislature of the State of Florida: 15 16 17 Section 1. Paragraph (d) of subsection (3) of section 18 1003.4282, Florida Statutes, is amended to read: 19 1003.4282 Requirements for a standard high school 20 diploma.-21 STANDARD HIGH SCHOOL DIPLOMA; COURSE AND ASSESSMENT (3) 22 REQUIREMENTS .-Three credits in social studies.—A student must earn 23 24 one credit in United States History; one credit in World

Page 1 of 3

History; one-half credit in economics; and one-half credit in

CODING: Words stricken are deletions; words underlined are additions.

25

hb0005-00

HB 5 2021

United States Government, which must include a comparative discussion of political ideologies, such as communism and totalitarianism, that conflict with the principles of freedom and democracy essential to the founding principles of the United States. The United States History EOC assessment constitutes 30 percent of the student's final course grade.

Section 2. Subsection (6) is added to section 1003.44, Florida Statutes, to read:

1003.44 Patriotic programs; rules.—

(6) To help families, civic institutions, local communities, district school boards, and charter schools prepare students to be civically responsible and knowledgeable adults,

- (a) Develop or approve an integrated civic education curriculum that school districts and charter schools must incorporate as part of regular school work in kindergarten through grade 12. The civic education curriculum must assist students in developing:
- 1. An understanding of their shared rights and responsibilities as residents of the state and of the founding principles of the United States as described in s.

 1003.42(2)(a)-(c).
- 2. A sense of civic pride and desire to participate regularly with government at the local, state, and federal levels.

Page 2 of 3

CODING: Words stricken are deletions; words underlined are additions.

the Department of Education shall:

hb0005-00

HB 5 2021

3. An understanding of the process for effectively advocating before government bodies and officials.

- 4. An understanding of the civic-minded expectations, developed by the State Board of Education, of an upright and desirable citizenry that recognizes and accepts responsibility for preserving and defending the blessings of liberty inherited from prior generations and secured by the United States Constitution.
- (b) Curate oral history resources to be used along with the civic education curriculum which provide portraits in patriotism based on the personal stories of diverse individuals who demonstrate civic-minded qualities, including first-person accounts of victims of other nations' governing philosophies who can compare those philosophies with those of the United States. This paragraph may be cited as the "Portraits in Patriotism Act."
- (c) Approve integrated civic education curricula submitted by school districts and charter schools that meet the requirements of this subsection.
 - Section 3. This act shall take effect July 1, 2021.

Page 3 of 3

CODING: Words stricken are deletions; words underlined are additions.



To: Honorable Vice Mayor and Councilmembers

From: Honorable Mayor Manny Cid

Subject: Budgeting Standard Operating Procedure

Date: June 8, 2021

Recommendation:

I would like to pass a resolution ensuring that any and all new recurring expenses be approved by the Town Council. No new recurring expenses will be allowed to move forward without Council approval. Additionally, before a new recurring expense is presented to the Council, the Manager will need to provide an assessment if the service, project, salary etc.. can be best provided by the private sector. Private sector cost must not exceed inhouse cost by more than 20%. (This line is one of the guiding principles of our strategic plan as it is a basic tenet to help steer strategic direction of staff and Council.)

Fiscal Impact: TBD

Funding Source for Implementation:TBD Timeline for Implementation: TBD

Guiding Principles: 1, 2, 3, 4, 10, 14



To: Honorable Mayor and Councilmembers

From: Honorable Councilmember Marilyn Ruano

Subject: CDC guidelines for mask requirements

Date: June 8, 2021

Recommendation:

I would like to have a discussion with my colleagues regarding adjustments to our mask requirements for staff and guests per current CDC guidelines.

Fiscal Impact: TBD

Funding Source for Implementation: TBD

Timeline for Implementation: TBD

Guiding Principles: 1, 2, 14



To: Honorable Mayor and Councilmembers

From: Honorable Councilmember Tony Fernandez

Subject: County-Wide LPR System

Date: June 8, 2021

Recommendation:

The tragic shooting that happened over Memorial Day weekend, within a mile of our Municipal Boundary, is yet another example of criminals using a stolen vehicle to commit crimes and attempt to avoid capture. Had the vehicle used in the shooting passed by an LPR, officers would have been alerted and a traffic stop may have taken these criminals and/or their guns off the streets, before they had the opportunity to commit this senseless act. In doing so, I would like to pass a resolution in favor of working with additional municipalities and Miami-Dade County, to implement a County-Wide LPR program and asking for the endorsement of the Miami-Dade League of Cities.

Fiscal Impact: None

Funding Source for Implementation: N/A Timeline for Implementation: 10 days

Guiding Principles: 1, 2, 3, 4, 12, 14

^{*}This New Business Item requires the waiver of Section 7.2 of the Special Rules of Order



To: Honorable Vice Mayor and Councilmembers

From: Honorable Councilmember Josh Dieguez

Subject: 5G Monetization

Date: June 8, 2021

Recommendation:

This item requires the waiver of Section 7.2 of the Special Rules of Order

I would like to direct the Town Manager to conduct a study of town facilities (includes above ground poles, underground poles, etc.) that may be leased to companies seeking to expand 5G service and to report back to the Town Council within 60 days stating the eligible facilities available to offer for rent. If the study determines a leasing scheme is feasible, the Town Manager must then prepare a report to the Town Council by the end of the current calendar year establishing the terms and guidelines for said program and issue an RFP accordingly. The ultimate goal of this evaluation is to identify potential new sources of revenue that also enhance the available technology in the area that will enable deployment of smart city resources.

Fiscal Impact: TBD

Funding Source for Implementation: GF Timeline for Implementation: 90 days

Guiding Principles: 2, 8, 9, 10, 14

Objectives: 3, 6



To: Honorable Vice Mayor and Councilmembers

From: Honorable Mayor Manny Cid

Subject: Hurricane Resilience

Date: June 8, 2021

Recommendation:

A couple of years back the Town Council amended our code to allow metal roofs and eco roofs in the Town of Miami Lakes. These efforts have led to greater hurricane resilience in our community. I would like to direct staff to do a thorough and extensive review of our code in effort to find more areas where we can assist our residents with Hurricane resilience. Staff will report back with their findings and recommendations.

Fiscal Impact: Minimal

Funding Source for Implementation: GF Timeline for Implementation: 60 days

Guiding Principles: 1, 2, 3, 4, 14



To: Honorable Mayor and Councilmembers

From: Honorable Councilmember Marilyn Ruano

Subject: Update on Council Special Rules Regarding Attendance

Date: June 8, 2021

Recommendation:

I would like an update from our legal team regarding our discussion on establishing clear attendance rules for council meetings.

Fiscal Impact: Minimal

Funding Source for Implementation: Legal

Timeline for Implementation: TBD

Guiding Principles: 2,3



To: Honorable Mayor and Councilmembers

From: Honorable Councilmember Tony Fernandez

Subject: Protection of Town Property

Date: June 8, 2021

Recommendation:

I would like to enact an ordinance to protect town assets (such as Statues, Plaques, Art in Public Places, Banner, signs, etc.) both on Town Property and on the public right-of-way from unauthorized destruction, defacement, damage, relocation or removal. The City of Miami Code is attached as reference.

Fiscal Impact: Minimal

Funding Source for Implementation: Various Timeline for Implementation: 30 to 60 days

Guiding Principles: 1, 2,3,4, 14

^{*} This New Business Item requires the waiver of Section 7.2 of the Special Rules of Order



To: Honorable Vice Mayor and Councilmembers

From: Honorable Mayor Manny Cid

Subject: Stormwater Improvement Funds/West Lakes Drainage Improvements

Date: June 8, 2021

Recommendation:

Construction is ongoing in West Lakes to improve the Stormwater system. The current project is 4.4.4 in our strategic plan. The two future projects in the area that are pending funding is 4.4.11 & 4.4.13.

Seeing that our crews are already mobilized in the area, I would like to direct the Town Manager and our Town Attorney to look into possible cost savings of doing those projects now while our crews are currently working there. Staff will report back to the Town Council in July with a cost savings assessment and the legal department will work on a memo detailing a path forward if the Town Council decides to move in that direction.

Fiscal Impact: Minimal

Funding Source for Implementation: Stormwater

Timeline for Implementation: 30 days

Guiding Principles: 1, 2, 3, 4, 6, 14



To: Honorable Mayor and Councilmembers

From: Honorable Councilmember Tony Fernandez

Subject: Resolution Condemning Hatred and Violence against the Jewish Community

Date: June 8, 2021

Recommendation:

Requesting the Town Council to approve a resolution condemning hatred and violence against the Jewish community and reaffirming that the Jewish people must be treated with dignity and respect. Please see attached.

Fiscal Impact: Minimal

Funding Source for Implementation: Various Timeline for Implementation: 30 days

Guiding Principles: 1, 2,3,4, 12, 14

^{*} This New Business Item requires the waiver of Section 7.2 of the Special Rules of Order

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF MIAMI LAKES CONDEMNING HATRED AND VIOLENCE AGAINST THE JEWISH COMMUNITY, DENOUNCING ANTI-ISRAEL RHETORIC FROM ELECTED OFFICIALS AND THE MEDIA, AND REAFFIRMING THAT THE JEWISH PEOPLE MUST BE TREATED WITH DIGNITY AND RESPECT.

WHEREAS, the Town Council wishes to express that acts of violence against Jewish people in the United States and around the world and the poisonous rhetoric from politicians and others promoted by the media that has helped inspire such violence is condemnable and has no place in society; and

WHEREAS, Jews across the United States have been threatened, cursed at, spit on, burned, and physically attacked in at least 193 anti-Semitic acts of violence during the first week of the 2021 conflict between Israel and the Palestinians.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Miami Lakes as follows:

Section 1. The Town of Miami Lakes condemns hatred and violence against Jews.

Section 2. The Town of Miami Lakes denounces the poisonous anti-Israel rhetoric of elected officials that has inflamed hatred and inspired escalating violence against Jews.

Section 3. The Town of Miami Lakes rejects the biased, incomplete, and inaccurate information promulgated by the news media in the United States about Israel and the Government of Israel's efforts to protect its citizens from terrorism.

Section 4. The Town of Miami Lakes reaffirms its intent to ensure that Jews in the United States:

A. are treated with dignity and respect; and

B. receive the full protection of the law owed to them as citizens of the United States.

Section 5. The Town Clerk is hereby directed to transmit a certified copy of this Resolution to the President of the United States, U.S. Senators Marco Rubio and Rick Scott, State of Florida Speaker of the House, Senate President and Chair and Members of the Miami-Dade County Legislative Delegation.



To: Honorable Mayor and Councilmembers

From: Edward Pidermann, Town Manager

Subject: Wall on 87th Avenue

Date: June 8, 2021

Recommendation:

This Oral report is intended to be informational. However, actions may result of this item.



To: Honorable Mayor and Councilmembers

From: Ed Pidermann, Town Manager

Subject: Monthly Status Report on Police Department

Date: June 8, 2021

Recommendation:

Please see attached.

Oral report is intended to be informational. However, actions may result of this item.





Miami Dade Police Department, Town of Miami Lakes

TML Crime Report

May 31, 2021

Section 1 - COMPSTAT CRIMES

Crime	Stolen Vehicles – (48 incidents YTD)
Statistical Info	Up by 27 as opposed to PYTD
Trends	Vehicles taken from car dealership lot.
Action Taken	Met with the auto dealership management regarding their unsecured lots and inventory control procedures. Management advised of plan to move all vehicles to a single location with manned security. Will continue to follow up on status. Submitted requests for GPS information for each vehicle. Contacted and shared information with our Auto Theft Task Force at the Seaport. Will work with and share information with districts and surrounding municipalities for similar incidents and possible leads. Officers have been assigned to a Directed Patrol at the dealership lots.
Crime	Robbery – (6 incidents YTD)
Statistical Info	Up by 3 as opposed to PYTD
Trends	Domestic related.
Action Taken	Officers are requested to remain highly visible
	and proactive in their assigned areas.
Crime	Battery/Assult – (9 incidents YTD)
Statistical Info	Up by 5 as opposed to PYTD
Trends	No identifiable trends.
Action Taken	Officers are requested to remain highly visible in their assigned areas.

Section 2 – SIGNIFICANT ARRESTS/ INCIDENTS

Day / Date / Time	
Location	





CAS Compstat Targeted Crimes Year To Date - 74Y Date Range: Jan 01, 2021 - Jun 1, 2021

095 - TOWN OF MIAMI LAKES

	2020 LYTD	2021 YTD	YTD % Change	Difference
01 Homicide	0	0	/0	0
02 Forcible Sex Offenses	1	1	0.00%	0
03 Robbery	3	6	100.00%	3
04 Larceny (Over)	30	22	-26.67%	-8
05 Auto Theft	21	48	128.57%	27
06 Burglary Commercial	6	3	-50.00%	-3
07 Burglary Residential	5	3	-40.00%	-2
08 Aggravated Assault	4	9	125.00%	5
09 Aggravated Battery	4	0	-100.00%	-4
TOTAL:	74	92	24.32%	18

/0 - Indicates that Percent Change formula cannot be divided by zero



CAS Compstat Targeted Crimes Year To Date - 74Y

Report Filters



Incident Date Range: Jan 01, 2021 - Jun 1, 2021

Division: Agency: 095 Grids:

For Agricultural Patrol Section: N Exclude UNFOUNDED cases

Exclude AOA's Report Written = 'Y' CAS Package



CAS Case Detail by Patrol Area - 11

Incidents Between May 1, 2021 and May 31, 2021





Grid	Quad	Agency Report Number	Incident Date Time	Incident Time	Inc Day	Incident To Date Time	Address	Business Name	Signal	Classification Type	Clear Type	Case Type	Det Badge	M.O. Description	M.O. Remark	Hate Crime YN
L - TO	TOWN OF MIAMI LAKES															
Patrol	Area 1															
0281	0	PD210514151988	05/14/2021 15:45	15:45	FRI	05/14/2021 15:50	8080 NW 155TH ST	CHILDRENS KINGDOM ENRICHMENT CENTER	26V - BURGLARY VEHICLE	VEHICLE	OP	G	5659	UNLOCKED		N
	0	PD210519157785	05/18/2021 19:00	19:00	TUE	05/19/2021 08:00	7925 NW 154TH ST	LA AUINTA HOTEL	26R - BURGLARY RESIDENTIAL	RESIDENTIAL	OP	G		UNKNOWN - N/A	NO FORCED ENTRY	N
0313	0	PD210514151383	05/13/2021 21:30	21:30	THU	05/14/2021 03:00	15100 NW 91ST CT	RESIDENCE	26V - BURGLARY VEHICLE	VEHICLE	OP	G	5659	UNKNOWN - N/A		N
	0	PD210514151582	05/13/2021 22:30	22:30	THU	05/14/2021 11:30	9051 NW 150TH TER	RESIDENCE DRIVEWAY	22S - AUTO THEFT STOLEN	VEHICLE	OP	G	5659			N
	0	PD210517155170	05/17/2021 13:29	13:29	MON	05/17/2021 13:29	15103 NW 92ND AVE	RESIDENCE	26V - BURGLARY VEHICLE	VEHICLE	OP	G	5659	UNLOCKED		N
3279	0	PD210514151379	05/13/2021 17:46	17:46	THU	05/14/2021 01:46	16389 NW 91ST CT	RESIDENCE/ DRIVEWAY	26V - BURGLARY VEHICLE	VEHICLE	OP	G	5659	UNLOCKED		N
	0	PD210514151717	05/13/2021 20:00	20:00	THU	05/14/2021 12:50	8964 NW 164TH ST	RESIDENCE	26V - BURGLARY VEHICLE	VEHICLE	OP	G	5659	UNLOCKED		N
3280	0	PD210516154312	05/11/2021 15:00	15:00	TUE	05/16/2021 17:54	8525 NW 165TH TER	RESIDENCE	270 - LARCENY OVER	OVER	OP	G	5659			N
		TOTALS FOR	Patrol Area 1						8							
Patrol	Area 2															



CAS Case Detail by Patrol Area - 11

Incidents Between May 1, 2021 and May 31, 2021





Grid	Quad	Agency Report Number	Incident Date Time	Incident Time	Inc Day	Incident To Date Time	Address	Business Name	Signal	Classification Type	Clear Type	Case Type	Det Badge	M.O. Description	M.O. Remark	Hate Crime YN
0316	0	PD210501137081	05/01/2021 19:50	19:50	SAT	05/01/2021 22:30	6845 MAIN ST	TAI CAFE	22S - AUTO THEFT STOLEN	VEHICLE	OP	G	5659			N
	0	PD210508145062	05/08/2021 15:00	15:00	SAT	05/08/2021 15:00	6797 MAIN ST	RESIDENCE	22S - AUTO THEFT STOLEN	VEHICLE	OP	G	5659			N
0378	0	PD210531171486	05/31/2021 03:27	03:27	MON	05/31/2021 03:27	6930 SILVER OAK DR	RESIDENCE	26V - BURGLARY VEHICLE	VEHICLE	OP	G	5659	UNLOCKED		N
		TOTALS FOR	Patrol Area 2						3							
Patrol	Area 3															
0317	0	PD210504140056	05/04/2021 13:45	13:45	TUE	05/04/2021 14:18	16580 NW 59TH AVE	COSTCO	26V - BURGLARY VEHICLE	VEHICLE	OP	G		BRK/ SMASH WINDOW		N
	0	PD210507143966	05/07/2021 17:20	17:20	FRI	05/07/2021 18:00	16580 NW 59TH AVE	COSTCO	270 - LARCENY OVER	OVER	OP	G	7192			N
	0	PD210518156705	05/01/2021 04:46	04:46	SAT	05/18/2021 00:00	16600 NW 57TH AVE	MIAMI LAKES AUTO MALL	22S - AUTO THEFT STOLEN	VEHICLE	OP	G	5659			N
	0	PD210530170226	05/30/2021 10:00	10:00	SUN	05/30/2021 12:28	16580 NW 59TH AVE	COSTCO	26V - BURGLARY VEHICLE	VEHICLE	OP	G	5659	OTHER	LEFT WINDOW OPEN	N
		TOTALS FOR	Patrol Area 3						4							
		TOTALS FOR	L - TOWN OF	MIAMI LA	KES				15							
			GRAND TOTA	AL					15							

CAS Case Detail by Patrol Area - 11

Report Filters

Date From: May 1, 2021 **Date To:** May 31, 2021

Time From: 00:00 Time From: 23:59 Agency: TOWN OF MIAMI LAKES District(s): L - TOWN OF MIAMI LAKES

Signal(s): 22S - AUTO THEFT STOLEN, 26C - BURGLARY COMMERCIAL, 26R - BURGLARY RESIDENTIAL, 26V - BURGLARY VEHICLE, 27O - LARCENY OVER, 29 - ROBBERY

Exclude AOAs: Y
Exclude Unfounded: Y
Report Written = 'Y'

Patrol Area: Quadrant: Grids: M.O.:

Hate Crimes Only: N



To: Honorable Mayor and Councilmembers

From: Edward Pidermann, Town Manager

Subject: Monthly Infrastructure Report

Date: June 8, 2021

Capital Improvement Projects

- Safe Routes to School Bob Graham Educational Center: Project is in the design procurement phase.
 Pending FDOT concurrence on the negotiated scope and fee with top ranked consultant for the design services.
- West Lakes Drainage Improvement Project: Project is in the construction phase and approximately 60% complete.
- **59th Ave Extension Project:** Consultant submitted 100% plans for FDOT and Town review. Land acquisition activities on-going with.
- **NW 83rd Place Drainage Improvement Project:** Project is in the design phase approximately 60% complete. Currently seeking concurrence from landowner for proposed outfall location.
- **Streetlights Improvement Project:** Project is in the design phase. The design consultant submitted 100% plans for review and comments from the Town.
- Backup Generator at Roberto Alonso Community Center: Florida Department of Economic Opportunity (FDEO) notified the Town of grant award for new backup generator at this facility. Awaiting FDEO grant manager notification for the development of the agreement.
- **Fairway Drive Mid-Block Crossing:** Consultant collected additional traffic data and resubmitted the crosswalk warrant analysis to the County for approval.
- Montrose Road Mid-Block Crossing: The project is in the design phase. Town staff reviewed the 60% plans and provided comments. Consultant to address comments and submit to MDC DTPW for plans review this month.

Roadway Maintenance

- **Sidewalks:** Total 6,544 linear feet of sidewalks repaired this fiscal year.
- Streetlights: Total of 92 streetlights repaired this fiscal year.
- Street signs: Total of 248 street signs replaced or new installation this fiscal year.
- Road repairs: Total of 70 potholes repaired this fiscal year.
- **Road pavement markings:** First work order issued for re-stripping in West Lakes and other main streets. Approximately 80% completed. Second work order focused on NW 154 ST intersections to be issued this month.

Unfunded Items

Item No.	Description	Estimated Cost
1	Glass panel replacement at bus shelters (12 each)	\$9,000
2	Bus shelter logos (12 each)	\$500
3	Install new trash receptacles NW 170th St Pathway (12 each)	\$14,000
4	NW 77th Ct milling and resurfacing from NW 169th St to NW 163rd St	\$171,000
5	Montrose Rd milling and resurfacing from Midblock crossing to NW 154th St	\$79,900
6	Oaklane Rd milling and resurfacing from Montrose Rd to East 200'	\$20,000
7	NW 79th Ave milling and resurfacing from NW 155th St to NW 167th Terrace	\$255,000
8	Bench Replacement w/Concrete Pad for Pocket Parks (68 each)	\$90,000
9	Sidewalk Improvements Town-wide	\$800,000
10	New speed feedback radars (Each)	\$5,000
11	Drainage improvements Townwide	\$38,000,000
12	Minor drainage repairs (various locations)	\$300,000
13	Streetlights improvements Town-wide	\$3,300,000
14	K-9 Cove Traffic Calming	TBD
15	K-9 Cove Parking Lot	TBD
16	Royal Oaks Park NW 166 Ter Exit	\$113,000
17	Pavement condition assessment	TBD
18	NW 155th St parking improvements	\$436,000
	Total	\$43,593,400



To: Honorable Mayor and Councilmembers

From: Edward Pidermann, Town Manager

Subject: Monthly Report on Miami Lakes Optimist Park

Date: June 8, 2021

Recommendation:

This Oral report is intended to be informational. However, actions may result of this item.



To: Honorable Mayor and Honorable Councilmembers

From: Raul Gastesi, Town Attorney

Subject: Attorney Reports

Date: June 8, 2021

Recommendation:

There are currently several matters being litigated by the Town of Miami Lakes. Some of these matters are being referred to our insurance carrier to mitigate the Town's legal expense.

Background:

Michael Pizzi JR. v. Town of Miami Lakes

During the months of October and November, substantial work was performed by the Lydecker firm related to preparation for global mediation. While the initial mediation was suspended, work has continued in preparation for the continuation. Additional expenditures are expected.

Juan Valiente v. Town of Miami Lakes

There are no significant expenditures to report currently. Litigation is ongoing.

FRS v. Town of Miami Lakes

The February 9, 2021 hearing has been postponed until June 13, 2021. No immediate expenditure expected.

TML v. Miami Dade County and City of Hialeah

Town has initiated an appeal, and has submitted an initial bref.

ATL v. Town of Miami Lakes

Town was successful in settling the matter.