CITY OF MIAMI SPRINGS, FLORIDA

Mayor Walter Fajet, Ed.D.

Vice Mayor Jorge Santin | **Councilman Joseph Dion**
Councilman Orlando Lamas | **Councilman Fabian Perez-Crespo**

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

CITY COUNCIL REGULAR MEETING AGENDA
Monday, August 11, 2025 – 7:00 PM
Council Chambers, 201 Westward Drive, Miami Springs, Florida
(In-person and virtually; See the end of the Agenda for additional information)

1. **Call to Order/Roll Call**

2. **Invocation:**

   A) Led by Mayor Walter Fajet

3. **Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag.

4. **Agenda/Order of Business**

5. **Awards & Presentations**

6. **Open Forum:** Persons wishing to speak on items of general City business, may do so in person (subject to capacity restrictions) or virtually by following the instructions at the back of this agenda. This portion of the meeting also includes any pre-screened video submittals. The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. **The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.**

7. **Approval of Council Minutes**

   A) June 23, 2025 – Regular Meeting

   B) July 24, 2025 - Special Council Meeting

8. Reports from Boards & Commissions

9. Public Hearings

A) **Ordinance - First Reading** - An Ordinance Of The City Of Miami Springs, Florida, Amending Section 150-070.1, “Miami Springs Gateway Overlay District” Within Article Vii, “Business District” Of Chapter 150, “Zoning Code,” Of The City’s Code Of Ordinances To Amend The List Of Uses Permitted On First Floor Levels Along Road Rights-Of-Way; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

10. Consent Agenda

A) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Designating Ken Wilde As Honorary City Historian; Providing For Purpose; And Providing For An Effective Date.

B) **Resolution** - A Resolution of the City Council of the City of Miami Springs, Florida, Approving a First Amended Interlocal Agreement for Inclusion in the Miami-Dade County Curbside Recycling Program; Providing for Authorization; Providing for Implementation; and Providing for an Effective Date.

C) **Resolution** - A Resolution of the Mayor and City Council of the City of Miami Springs, Florida, Approving an Artistic Services Agreement With Natalie Plasencia for the Miami Springs Centennial; Providing for a Waiver of Competitive Bidding; Providing for Authorization; and Providing for an Effective Date. (4/5 Vote Required)

D) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of One Chevrolet ARBOC Spirit Of Freedom Cutaway Minibus Vehicle From Model 1 Commercial Vehicles, Inc. In An Amount Not To Exceed $156,503 Utilizing The Terms And Conditions Of The Florida Department Of Transportation (FDOT) Contract No. TRIPS-22-CA-MB-LF-MODEL1 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Implementation; And Providing For An Effective Date.

E) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Co-Designating The Portion Of Park Street Between Westward Drive And Nahkoda Drive As “Officer Donald E. Mazzone Way”; Providing For Authorization; And Providing For An Effective Date

F) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Amending Resolution No. 2022-4037 Relating To The Centennial Committee To Provide For Additional Voting Members Subject To Council Approval; Providing For Authorization; And Providing For An Effective Date.

G) **Resolution** - A Resolution of the Mayor and City Council of the City of Miami Springs, Florida, Authorizing the City Manager to Negotiate and Execute an Agreement With the Flock Group, Inc. for Security Camera Surveillance Services in an Amount Not to Exceed Budgeted Funds; Providing for a Waiver of Competitive Bidding; Providing for Implementation; and Providing for an Effective Date. (4/5 Vote Required)

H) **Resolution** - A Resolution of the Mayor and City Council of the City of Miami Springs, Florida, Approving Agreements With Enterprise Fleet Management, Inc. and Other Enterprise Entities for Long-Term Police Vehicle Leasing Services; Providing for a Waiver of Competitive Bidding; Providing for Authorization; Providing for Implementation; and Providing for an Effective Date. (4/5 Vote Required)

11. Old Business

12. New Business

A) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Fourth Amendment To The Professional Services Agreement With American Traffic Solutions, Inc. D/B/A Verra Mobility For Camera Systems And Services Relating To The Monitoring And Enforcement Of Red Light Traffic Violations In An Amount Not To Exceed Budgeted Funds; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date. (Public Hearing Required)

B) **Resolution** - A Resolution of the Mayor and City Council of the City of Miami Springs, Florida, Approving a Second Renewal Term to the Miami Springs Country Club Food and Beverage Concessionaire Agreement With HRS MGMT Group, LLC; Providing for Implementation; and Providing for an Effective Date.

13. Other Business

A) Request by Mayor Fajet to propose recognizing historic homes (over 100+ years old) through proclamation from the City/Council

B) Request by Councilman Perez-Crespo to discuss renaming George Washington Park at 401 Westward Drive to Imogene "Gene" Post Park in honor of the woman who started the Miami Springs Woman's Club, first City library, as well as the first Methodist Church and Presbyterian Church in Miami Springs.

14. Reports & Recommendations

A) City Attorney

B) City Manager

C) City Clerk

D) City Council

15. Adjourn

CITY OF MIAMI SPRINGS
PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:

Monday, August 11, 2025 at 7:00 PM
City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(Physical Meeting Location)

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

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

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

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

WATCH AND/OR PARTICIPATE IN THE MEETING

- **ZOOM: Meeting ID 863-9512-4146**
- **YouTube:** https://www.youtube.com/channel/UC2at9KNnqUxZRSw1UkhdHLQ/featured
- **From your computer/mobile device:** https://www.miamisprings-fl.gov/meetings

CALL IN TO THE PUBLIC MEETING

Dial 305-805-5151 or 305-805-5152
(Alternatively, you may also dial the phone numbers below to join the meeting: 1 (646) 558 8656, 1 (301) 715 8592, 1 (312) 626 6799, 1 (669) 900 9128, 1 (253) 215 8782, 1 (346) 248 7799) **then input the Meeting ID: 863-9512-4146, followed by #. There is no participant ID. Press # again.**

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

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

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

IN-PERSON COMMENTS: Members of the public may attend the meeting at the physical meeting

location stated above and deliver their public comments in person during the public comment portion of the agenda.

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

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

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

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

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

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

PUBLIC RECORDS

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

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

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

AMERICANS WITH DISABILITIES ACT

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

LOBBYING ACTIVITIES

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying

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

Have questions or need additional information?
Write: cityclerk@miamisprings-fl.gov
Call: 305-805-5006
Mail: 201 Westward Drive, Miami Springs, FL 33166

City of Miami Springs, Florida

City Council Meeting
Regular Meeting Minutes
Monday, June 23, 2025 at 7:00 p.m.
City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
In-Person/Virtual Council Meeting

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

Present were the following:
Mayor Walter Fajet, Ed.D.
Vice Mayor Jorge Santin
Councilman Joseph Dion
Councilman Fabian Perez-Crespo
Councilman Orlando Lamas

City Manager JC Jimenez
Deputy City Clerk Juan D. Garcia, CMC
City Attorney Roger Pou
Assistant City Manager Tammy Romero
Police Chief Matthew Castillo
City Planner Silvia Vargas
Public Works Director Juan Pena

2. Invocation: Offered by Vice Mayor Jorge Santin
Pledge of Allegiance: The audience led in the pledge.

3. Agenda / Order of Business:

Vice Mayor Santin moved to hear item 12A to be heard after 5 "Open Forum." Councilman Dion seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Santin, Councilman Dion, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

4. Awards & Presentations:

A) Legislative Updates by Senator Bryan Avila

Senator Avila provided an update on the recent legislative session, noting that it was extended beyond the usual schedule and concluded with a $115.1 billion state budget, which is $3.5 billion less than the previous year to return more tax dollars to residents. He highlighted an initiative to make Florida the first debt-free state by allocating $830 million annually to pay down debt. Senator Avila also discussed a $1.3 billion tax relief

package, which includes back-to-school sales tax holidays, disaster preparedness tax exemptions, elimination of state sales tax on state park admissions, and the removal of the business rent tax to support local businesses.

He reviewed several initiatives he sponsored, including an autism spectrum alert system, a human trafficking awareness program in schools, mandatory EKG screenings for student athletes, and increased penalties for abandoning pets during disasters. For Miami Springs specifically, Senator Avila emphasized his success in securing nearly $15 million in appropriations since 2014, including recent funding such as $750,000 for the Senior Meals Program and $150,000 for a Veterans War Memorial. He encouraged the City to continue identifying priority projects, particularly for public safety and infrastructure, to maximize future state funding opportunities.

B) Introductory Remarks by Commissioner Natalie Milian Orbis

Commissioner Milian Orbis expressed her gratitude for the opportunity to attend and congratulated the City on launching its Centennial celebrations, praising the new logo and the community's collaborative spirit. She affirmed her commitment as the new District 6 County Commissioner to serve as a strong advocate for Miami Springs, emphasizing her dedication to preserving the City's unique character while supporting smart growth, public safety, infrastructure improvements, and quality of life initiatives.

She highlighted her desire to build strong partnerships with the City and its residents, noting that her office holds mobile office hours in Miami Springs on the first Monday of each month from 9:00 a.m. to 4:00 p.m. She assured the Council and residents that her door remains open and that she looks forward to working closely with the City to advance shared goals and bring County services to the community.

C) Presentation of the Miami Springs Employee Service Award recognizing Denise Rivera, Public Works Refuse Truck Driver for her 10 years of dedicated service to the City

Public Works Director Juan Pena recognized Denise Rivera, Refuse Truck Driver, for 10 years of dedicated service to the City of Miami Springs. He praised her as a valued team member with a positive attitude, strong work ethic, and leadership within her crew, noting that she consistently ensures tasks are completed efficiently and to a high standard. Pena expressed appreciation for her contributions and dedication, thanking her for a decade of service to the City.

D) Presentation of the Miami Springs Employee Service Award recognizing Police Lieutenant Carlos Nuñez for his 20 years of dedicated service to the City

Police Chief Matthew Castillo recognized Lieutenant Carlos Nuñez for 20 years of dedicated service to the City of Miami Springs Police Department. Chief Castillo shared that Lt. Nuñez trained him when he first joined the department as a public service aide and praised him as a wealth of knowledge and experience who has devoted his career to

the department and the community. Chief Castillo expressed pride in Lt. Nuñez's accomplishments and contributions, congratulating him on this milestone and wishing him many more years of service.

E) Swearing-in Ceremony for new Police Officer Rafael Barreras and Police Officer Edgardo A. Bartra by Police Chief Matthew Castillo

Police Chief Matthew Castillo conducted the swearing-in ceremony for two new police officers, Rafael Barreras and Edgardo A. Bartra. Chief Castillo shared a personal story about Officer Barreras, noting his determination to become a police officer by independently putting himself through the academy. At just 21 years old, Barreras, born in Cuba and raised in Hialeah, recently graduated from the Police Academy and follows in the footsteps of his older brother, who is also a Miami Springs officer.

Chief Castillo also introduced Officer Edgardo "Eddy" Bartra, a lifelong Miami Springs resident with over 20 years of law enforcement experience. Married to his high school sweetheart and a father of three, Bartra brings a wealth of knowledge and leadership to the department. Chief Castillo emphasized Bartra's potential to serve as a mentor and steady presence for younger officers. Both officers were warmly welcomed as valuable additions to the Miami Springs Police Department.

5. Open Forum: The following members of the public addressed the City Council: Omar Rodriguez;

6. Approval of Council Minutes:

A) June 9, 2025 – Regular Council Meeting

Councilman Dion moved to approve the minutes of June 9, 2025 Regular Meeting. Councilman Lamas seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Santin, Councilman Dion, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

7. Reports from Boards & Commissions: None.

8. Public Hearings:

A) **Resolution** - A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, [Approving/Approving With Conditions/Denying] A Site Plan Application By Sky High Aviation Services Corp To Develop A 3-Story Mixed-Use Building On The Property Located At 30 Canal St, Miami Springs, Florida; Providing For Conditions; And Providing For An Effective Date

Staff provided a detailed presentation regarding a proposed three-story mixed-use development at 30 Canal Street. The project includes one ground-floor retail space, 14 residential units on the upper floors, and parking spaces on the ground level. The property

is located within the Central Business District and Gateway Overlay, making it the first project reviewed under the amended Gateway Overlay rules. The Planning and Zoning Board previously reviewed the project on May 27, 2025, and recommended reorienting the commercial frontage toward Canal Street, adjusting the parking configuration, and coordinating ingress/egress with the Public Works Department. The applicant implemented these recommendations, which resulted in one larger retail space instead of two smaller units. The project has a gross floor area of 19,699 square feet, equating to a floor area ratio (FAR) of 1.969, supported by several enhanced design features such as a cool roof, energy-efficient lighting, EV charging stations, low-flow plumbing fixtures, public art, alley improvements, and Canal Street right-of-way enhancements. A total of 38 parking spaces are required, but only 11 spaces (including three ADA spaces) are provided on-site. The applicant will pay a fee in lieu of 27 spaces into the City's parking fund, as well as contribute to the Art in Public Places fund. Staff recommended approval with conditions, consistent with Planning and Zoning Board recommendations, while noting the board had also suggested possible referral to the Architectural Review Board for further review.

Councilman Dion moved to approve the Resolution with conditions as stated in the staff report. Councilman Lamas seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Santin, Councilman Dion, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

B) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Development Agreement With Sky High Aviation Services Corp. For The Property Located At 30 Canal Street (Folio No. 05-3024-006-1170) Relating To The Development Of A Mixed-Use Project Consisting Of Multifamily Housing And Retail Uses Pursuant To Section 150-070.1 Of The City's Land Development Regulations; Providing For Authorization, Providing For Implementation, And Providing For An Effective Date.

The City Attorney explained the agreement is binding on the property owner and any successors, ensuring compliance even if the property is sold. The developer must pay an $880,000 parking fee prior to issuance of the master building permit, which is expected within the next four to five months. For the Art in Public Places requirement, the developer will make a minimum payment of $25,000 within 30 days of the agreement's effective date, with any additional amount (if 1% of construction costs exceeds $25,000) due before the master building permit is issued. The agreement also provides flexibility for the developer to adjust certain FAR bonus features, as long as the final FAR does not exceed 1.969, while retaining required elements such as the art contribution and white cool roof. Staff confirmed that the final resolution and development agreement will be reviewed to ensure consistency with the terms discussed at the meeting.

Vice Mayor Santin moved to approve the Resolution as read. Councilman Dion seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Santin, Councilman Dion, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

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

A) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The City Manager To Negotiate And Execute An Agreement With Loxia Technologies, Inc. For Information Technology Services In An Amount Not To Exceed $90,0000 Annually; Providing For A Waiver Of Competitive Bidding; And Providing For An Effective Date.

B) **Resolution** - A Resolution Of The City Council Of The City Of Miami Springs, Florida, Approving The Appointment Of Local Hearing Officers For Red Light Camera And School Zone Speeding Enforcement Hearings; Providing For Authorization; And Providing For An Effective Date.

C) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Additional Toro Golf Course Maintenance Equipment And Irrigation Parts From Tesco South Incorporated D/B/A Hector Turf In An Amount Not To Exceed $10,000 For Fiscal Year 2024-25; Providing For Authorization; And Providing For An Effective Date.

D) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Chemical And Custom Blended Fertilizers For The Miami Springs Golf & Country Club From Howard Fertilizer & Chemical Company, Inc. In An Amount Not To Exceed $15,000 For Fiscal Year 2024-25 Utilizing The Terms And Conditions Of Miami-Dade County Rtq-01039 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; And Providing For An Effective Date.

E) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Mario's Painting And Services, Inc. For The Racquetball Courts Renovation Project; Authorizing The City Manager To Negotiate And Execute A Contract In An Amount Not To Exceed $36,625; And Providing For An Effective Date.

G) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The City's Title VI Nondiscrimination Policy And Plan In Accordance With Title VI, 42 U.S.C. § 2000d, Of The Civil Rights Act Of 1964 As Required To Receive Federal Pass-Through Funding; Providing For Implementation; And Providing For An Effective Date

H) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Ratifying Various Amendments To Grant Agreement No. LPA0337 With The Florida Department Of Environmental Protection (FDEP) Relating To The South Drive Road And Stormwater Improvements Project; Providing For Implementation; And Providing For An Effective Date.

City Manager pulled Consent Agenda Item F for discussion.

Councilman Dion moved to approve the Consent Agenda excluding item F. Vice Mayor

Santin seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Santin, Councilman Dion, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

F) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Submission Of A Grant Application To The Florida Department Of Transportation (FDOT) Relating To The Federal Transit Administration (FTA) Section 5310 Enhanced Mobility Of Seniors & Individuals With Disabilities Grant Program; Providing For Authorization; And Providing For An Effective Date.

Vice Mayor Santin and Councilman Dion recused themselves from this Item and declared they will be filing a Form 8B with the City Clerk.

Councilman Lamas moved to approve Consent Agenda item F. Councilman Perez-Crespo seconded the motion, which carried 3-0 on voice vote. The vote was as follows: Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes; Vice Mayor Santin and Councilman Dion were absent.

10. Old Business: None at this time.

11. New Business:

A) **Ordinance - First Reading** - An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 70, "Traffic Code" Of The City's Code Of Ordinances By Amending Section 70-02, "Red Light Camera Enforcement," Relating To The Placement And Installation Of Traffic Infraction Detectors At Eligible Intersections; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date.

City Clerk Erika Gonzalez read the item by title. Chief Castillo and Lt. Castillo were available to answer questions.

Vice Mayor Santin moved to approve the Ordinance on first reading. Councilman Dion seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Santin, Councilman Dion, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

B) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Agreement With Redspeed Florida, LLC Relating To The Installation And Operation Of Traffic Infraction Detectors For Enforcement Of Red Light Traffic Violations And Related Services In An Amount Not To Exceed $138,600 Annually; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date.

City Clerk Erika Gonzalez read the item by title. Chief Castillo and Lt. Castillo were available to answer questions.

Councilman Lamas moved to approve the Resolution. Councilman Perez-Crespo

seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Santin, Councilman Dion, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

C) Request by Vice Mayor Santin to discuss approving a proposed Centennial Bicycle "Historical Homes Tour" Ride co-hosted by Miami Springs Police Department on August 23rd

Vice Mayor Santin requested approval for the Centennial Historical Homes Tour, an event intended to engage children and the community in learning about Miami Springs' history. The tour will be a bike ride starting and ending at the Curtis Mansion, with volunteers highlighting historical homes along the route. The event will be co-hosted by the Police Department, with the route to be finalized and approved by the Police Chief to ensure safety. The Historical Society and Historic Preservation Board will assist in identifying significant historical homes to be featured. The tour is planned for a Saturday morning at 9:00 a.m., with police bicycle officers escorting the ride and blocking intersections as needed for safety. Streets will not be fully closed. The goal is to provide an educational and fun way for children to connect with the City's Centennial celebration and learn about Glenn Curtiss, the City's founder, and the community's history.

Councilman Perez-Crespo moved to approve the bike ride. Councilman Lamas seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Santin, Councilman Dion, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

D) Request by Vice Mayor Santin to discuss directing staff to explore amending the Centennial Committee resolution to allow for the creation of an alternate committee member position with voting rights.

Vice Mayor Santin requested that alternate members of the Centennial Celebration Committee be allowed to vote in the absence of regular members to ensure a quorum and prevent delays in decision-making as planning moves forward for the City's Centennial celebration in August 2026. Vice Mayor Santin explained that granting alternates the ability to vote when a regular member is absent would help avoid postponing meetings or waiting weeks to reconvene due to lack of quorum. The City Attorney advised that the change would require an update to the resolution governing the committee's membership and voting procedures to formally authorize alternates to serve as voting members when filling in for absent regular members.

Councilman Lamas moved to approve the request for the alternates being allowed to vote and directing staff to draft the proper policy for consideration. Councilman Dion seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Santin, Councilman Dion, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

D) Request by Staff to discuss the full closure of each bridge (incoming/outgoing) to

allow the Miami-Dade County contractors to complete the rehabilitation and painting of each bridge within two months for each bridge

This item was pulled from the agenda by the City Manager earlier in the meeting.

12. Other Business: None at this time.

13. Reports & Recommendations:

A) City Attorney

The City Attorney informed the Mayor and Council about Senate Bill 180, a pending state bill intended to improve emergency management and disaster recovery following recent hurricanes. However, the bill includes provisions that would prohibit local governments located within federally declared disaster counties or within 100 miles of a hurricane's track, from adopting or proposing certain zoning or development restrictions for one year after landfall. The City Attorney explained that the bill could severely limit local authority to implement zoning changes or land development regulations, even those meant to improve resiliency, such as increasing base flood elevations and that it would allow individuals to sue municipalities for injunctive relief and attorneys' fees. Because the governor could sign the bill at any time, the City Attorney requested that the Council consider adopting a resolution urging the governor to veto the bill. She noted that other municipalities, including North Bay Village, Winter Haven, and Cutler Bay, had already adopted similar resolutions or sent letters opposing the bill.

After discussion, the Council agreed by consensus to authorize staff to work with the City Attorney to further review the bill and prepare a letter urging the governor to veto Senate Bill 180. The City Attorney will coordinate with staff to ensure the City's opposition is submitted promptly.

B) City Manager

The City Manager provided updates on several City projects funded through legislative appropriations previously secured with the assistance of Senator Avila. He noted that many projects are either under construction or nearing completion, including the Veterans Memorial at East and Oakwood Drive, which is close to completion, and the Hook Square project, which is approximately 95% complete. The City Manager also reported that the design phase for the South Drive project is complete, and the City recently extended one of its grants to support project implementation. Additional projects funded during the last legislative session are also progressing, with staff working to move them forward toward completion.

C) City Clerk

The City Clerk provided a brief report, reminding the Council that the next City Council meeting is scheduled for July 24, during which the millage rate will be set, and an item

regarding the red light camera program will also be on the agenda. Additionally, the City Clerk noted that the Council has a hearing scheduled for the following Monday.

D) City Council

Vice Mayor Santin thanked everyone who participated in the Jazz Festival, noting that despite initial concerns, the event had a great turnout and was well-received by the community. He also thanked fellow Council members who attended and congratulated the contest winner. Additionally, Vice Mayor Santin recognized Charlie's Ice Cream for celebrating its 10-year anniversary, highlighting that the owner is a Miami Springs resident and inviting the community to attend the celebration on Sunday at 3:00 p.m. He concluded by wishing everyone an enjoyable summer and reminding the Council that the next meeting will be held on July 24, with an additional meeting scheduled for the following Monday.

Councilman Dion congratulated the Police Chief and the City on the addition of two new officers, stating that the police department is the backbone of the community and expressing his support for its continued growth. He thanked Buzz and Kathy Fleischman for organizing a Flag Day and veterans' informational event, praising their speeches and efforts to involve veterans in the program. Councilman Dion also recognized the Lions Club and Elizabeth Fisher for hosting the Jazz Festival, suggesting that the Lions Club should be formally recognized for their many contributions to the community. He concluded by expressing appreciation for the Council and community, noting that he looks forward to returning after his upcoming absence.

Councilman Lamas thanked the Centennial Committee for the successful kickoff of the Jazz Festival, praising the event as unique and enjoyable. He noted that it was a great evening "under the stars" and expressed hope that the Jazz Festival becomes a long-standing annual tradition for the City.

Councilman Perez-Crespo echoed the positive feedback on the Jazz Festival, specifically recognizing Sandra Duarte from the City Clerk's Office for going above and beyond in helping with the event. He emphasized the importance of learning from the event to build on its success for future Centennial activities and encouraged residents to get involved with the Centennial Committee to help make upcoming events successful. He also thanked Public Works Director Juan Peña and his team for transplanting two large oak trees along Curtis Parkway, expressing appreciation for their efforts in preserving and enhancing the City's landscaping. Perez-Crespo noted the significance of saving and relocating mature trees instead of cutting them down, highlighting it as a meaningful improvement for the community. He concluded by wishing everyone a great summer and reminding them about the next meeting on Monday.

Mayor Fajet thanked the Council for a productive meeting and extended wishes for a safe and happy Fourth of July to all. He reminded everyone that there will be a Board of Appeals meeting next Monday, followed by the millage cap-setting meeting in July, clarifying that this meeting will set the maximum millage rate rather than the final rate.

He concluded by thanking staff and Council for their hard work.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:56 p.m.

Respectfully submitted:

_____
Erika Gonzalez, MMC
City Clerk

Adopted by the City Council on
This 11th day of August, 2025.

_____
Dr. Walter Fajet, Mayor

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

City of Miami Springs, Florida

City Council Meeting
Regular Meeting Minutes
Monday, July 24, 2025 at 5:01 p.m.
City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
In-Person/Virtual Council Meeting

1. Call to Order/Roll Call: The meeting was called to order by the Mayor at 5:02 p.m.

Present were the following:
Mayor Walter Fajet, Ed.D.
Vice Mayor Jorge Santin
Councilman Joseph Dion
Councilman Fabian Perez-Crespo
Councilman Orlando Lamas

City Manager JC Jimenez
Deputy City Clerk Juan D. Garcia, CMC
City Attorney Roger Pou
Assistant City Manager Tammy Romero
Police Chief Matthew Castillo
City Planner Silvia Vargas
Public Works Director Juan Pena

2. Invocation: Offered by Councilman Joseph Dion

3. Pledge of Allegiance: The audience led the pledge.

4. Open Forum: There were no speakers at this time.

5. New Business:

A) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Declaring, As Required By Section 200.065, Florida Statutes, The City's Proposed Millage Rate, Rolled-Back Rate Computed Pursuant To Section 200.065(1), Florida Statutes, And The Date, Time And Place At Which The First And Second Public Budget Hearings Will Be Held To Consider The Proposed Millage Rate And The Tentative Budget For Fiscal Year 2025-2026; Directing The City Clerk And City Manager To File This Resolution With The Miami-Dade County Property Appraiser; Authorizing The City Manager To Change Budget Hearing Dates, If Needed; And Providing For An Effective Date

City Clerk Erika Gonzalez read the Resolution by title. The Council discussed setting the

millage cap for the upcoming budget process. The Finance Director, Chris Chicca, recommended setting the millage cap at the current rate of 6.86, while noting that the rollback rate is 6.3521. It was emphasized that under state law, the millage rate cannot be increased above the cap once it is set, but it can be lowered during the budget process. Council members clarified that setting the cap at 6.86 provides flexibility, as in past years the final adopted millage rate has typically been lower than the cap. The consensus was to set the millage cap at 6.86 while working toward maintaining or potentially lowering the rate during the budget process.

Councilman Dion moved to approve the Resolution as read. Councilman Lamas seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilman Dion, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

B) **Ordinance - Second Reading** - An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 70, "Traffic Code" Of The City's Code Of Ordinances By Amending Section 70-02, "Red Light Camera Enforcement," Relating To The Placement And Installation Of Traffic Infraction Detectors At Eligible Intersections; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

City Clerk Erika Gonzalez read the Ordinance by title. Lt. Castillo was available to state that the City is to add new red light camera locations, all situated along NW 36th Street, including the intersection at Sheridan Drive (southbound and westbound). The Ordinance update was necessary to officially include these additional locations for red light camera enforcement. The City Attorney explained that before adopting the Ordinance, the Council must accept the traffic data and findings provided in the agenda packet, which included a speed study and Police Department report documenting traffic safety concerns and crash history at the proposed locations.

After discussion, Councilman Perez-Crespo moved to accept the findings that the proposed red light camera locations constitute a heightened traffic safety risk requiring additional enforcement measures. Councilman Lamas seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilman Dion, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

Following this, Councilman Perez-Crespo moved to adopt the Ordinance on second reading. Councilman Dion seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilman Dion, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

The City Manager announced the first budget hearing is scheduled for September 8, 2025, at 7:00 p.m., and the second budget hearing for September 22, 2025, at 7:00 p.m. in the Council Chambers.

6. Adjourn

There being no further business to be discussed the meeting was adjourned at 5:25 p.m.

Respectfully submitted:

_____
Erika Gonzalez, MMC
City Clerk

Adopted by the City Council on
This 11th day of August, 2025.

_____
Dr. Walter Fajet, Mayor

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

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF MIAMI SPRINGS, FLORIDA, AMENDING SECTION 150-070.1, "MIAMI SPRINGS GATEWAY OVERLAY DISTRICT" WITHIN ARTICLE VII, "BUSINESS DISTRICT" OF CHAPTER 150, "ZONING CODE," OF THE CITY'S CODE OF ORDINANCES TO AMEND THE LIST OF USES PERMITTED ON FIRST FLOOR LEVELS ALONG ROAD RIGHTS-OF-WAY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") finds it periodically necessary to amend its Code of Ordinances (the "Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, on June 25, 2018, the City adopted Ordinance No. 1107-2018 to create the Miami Springs Gateway Overlay District (the "District") and provide regulations for the District, which regulations have been codified in Section 150-070.1 of the Code and amended pursuant to Ordinance Nos. 1111-2019 (January 14, 2019), 1125-2022 (August 22, 2022), 1123-2023 (October 23, 2023), and 1144-2024 (December 9, 2024); and

WHEREAS, until the adoption of Ordinance No. 1123-2023, the District regulations restricted first (ground) floor uses along road rights-of-way to restaurant and retail uses only; and

WHEREAS, in 2023, the City Council found that providing additional flexibility as it relates to the list of permitted first (ground) floor uses along road rights-of-way in the District would promote a lively business atmosphere, ensure the success of current and future developments in the District, and encourage vibrant pedestrian activity and walkability; and

WHEREAS, specifically, in 2023 the City Council identified that medical or dental offices, personal services, and veterinarian clinic uses, subject to certain use restrictions and conditions, would enhance the commercial viability and vibrancy of current and future developments in the District while maintaining restaurant and retail uses as the primary uses in the District; and

WHEREAS, in 2024, the City Council adopted further amendments to the District regulations and, among other things, added brewpubs as a permitted use and the following uses as conditional uses: adult daycare centers; cultural facilities (e.g., live performance venues, auditoriums, museums, etc.); day care centers, nursery schools, or preschool facilities; package stores; private stand-alone parking facilities and parking lots (i.e., principal use); and reception facilities/event venues; and

WHEREAS, after further review of the District's uses (permitted and conditional), the City Council finds a need to expand the list of uses permitted on ground floor levels to provide additional flexibility for businesses that wish to operate in the District; and

WHEREAS, in the Central Business District (the "CBD"), gymnasiums, health clubs, dance studios and other centers where physical activity lessons are conducted are considered a category of permitted uses ("Physical Activity Uses"); and

WHEREAS, the District regulations provide that the uses in the CBD are allowed in the District, except that hotels are prohibited in the District and first (ground) floor uses along road rights-of-way are limited; and

WHEREAS, the City desires to allow Physical Activity Uses on the first (ground) floor to enhance the commercial viability of the District; and

WHEREAS, the Council has determined that the amendments set forth in Exhibit A attached hereto and incorporated herein should be adopted to further diversify the uses in the District and continue attracting new development and redevelopment to the District; and

WHEREAS, on _____, 2025, at a duly noticed public hearing in accordance with law, the City Council, sitting as the Local Planning Agency review and recommended [approval/approval with modifications/rejection] of the proposed Ordinance; and

WHEREAS, after reviewing the Local Planning Agency's recommendations, the recommendations of City staff, and comments from the public, the City Council finds that the proposed amendments to its Code of Ordinances and Land Development Regulations are in compliance and consistent with Florida law and with its adopted Comprehensive Plan; and

WHEREAS, in accordance with Section 166.041(3)(c)(2)a., Florida Statutes (2025), the City Council has held two advertised public hearings on this ordinance, with the first public hearing being held at least 7 days after the date that the first advertisement was published and the second hearing being held at least 10 days after the first hearing and being advertised at least 5 days prior to the public hearing; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:[1]

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

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

Section 2. Amending Code. That the Code of Ordinances of Miami Springs, Florida, is hereby amended by amending Section 150-170.1 which said sections read as follows: *See* Exhibit A attached hereto and incorporated herein.

Section 3. Conflicts. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. Severability. That 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 5. Codification. That it is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

PASSED ON FIRST READING on the _____ day of _____, 2025, on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ___ day of _____, 2025, on a motion made by _____ and seconded by _____. Upon being put to a roll call vote, the vote was as follows:

Mayor Dr. Walter Fajet	_____
Vice Mayor Jorge Santin	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Joseph Dion	_____
Councilmember Orlando Lamas	_____

_____
DR. WALTER FAJET
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

EXHIBIT A

Sec. 150-070.1. Miami Springs Gateway Overlay District.

[* * *]

(E) *Site and Building Standards.* New development, redevelopment and projects resulting in material alterations of existing building facades within the Gateway District shall include architectural elements that add vibrancy to the Gateway District and highlight the City's history and identity, promote sustainability, facilitate pedestrian activity and walkability, and reduce dependence on vehicles.

The above-described objectives shall be achieved through a mix of incentives and development requirements that will ensure properties are built and improved in a manner that results in cohesive urban design and development character throughout the Gateway District. The development requirements are as follows:

1. *Maximum building height.* In keeping with the applicable requirement of the CBD, the maximum building height shall be no more than 40 feet and no more than three stories. Rooftops may be activated provided that no vertical construction exceeds the height restrictions stated herein.
2. *Minimum setbacks.* The setbacks in the CBD shall remain in effect for the Gateway District, except as follows:
   a. All buildings shall be built to the front property line, but the first floor shall be recessed no less than ten (10) feet to accommodate an expanded sidewalks, colonnade, gallery or arcade to offer protection from the elements and to encourage increased pedestrian activity; and
   b. No rear yard setback is required.
3. *Open space*. At least 10% of the site area shall be maintained as unobstructed open space, devoid of any impervious material. Open space may be landscaped.
4. *Uses.*
   A. *Permitted Uses.* Uses permitted in the CBD shall be allowed in the Gateway District, except that:
      1. Hotels shall be prohibited in the Gateway District.
      2. Ground floor uses along road rights-of-way shall be limited to:
         a. Restaurant (and lounge), café, cafeteria.
         b. Retail use.
         c. Medical or Dental Office Use. For purposes of this Section, a Medical or Dental Office Use shall mean a small-scale office with a maximum floor area of 2,500 square feet providing medical or dental treatment where patients are offered medical services, examinations, and treatments, including physical therapy but are not permitted to occupy the premises overnight. This does not include medical or clinical laboratories, urgent

care centers, hospitals, emergency rooms, or other similar medium to large-scale medical office uses, which are specifically prohibited.

d. Personal Services (e.g., barbershops, beauty parlors, massage therapy, personal training), with hours of business between 6:00 a.m. and 10:00 p.m.

e. Veterinarian Use (which may provide short-term boarding for medical purposes only, for no more than 48 hours), provided that no Veterinarian Use may be located within 0.30 airline miles of the front door of an existing Veterinarian Use within the Gateway District. The distance shall be measured from the front door of the proposed Veterinarian Use to the front door of the existing Veterinarian Use.

f. Brewpub. For the purposes of this Section, a Brewpub shall mean an establishment where food, beer, and malt beverages are duly licensed to be made on the premises and where 50% or more of the beer produced on site is sold and/or consumed on site. The following restrictions shall apply to Brewpubs:

(i) Revenue from food sales shall constitute at least than 50 percent of the total business revenues.

(ii) No more than 50 percent of the total gross floor area of the establishment shall be used for the brewery function, including, but not limited to, the brewhouse, boiling and water treatment areas, bottling and kegging lines, malt milling and storage, fermentation tanks, conditioning tanks and serving tanks.

g. Gymnasium, health club, dance studio or other center where physical activity lessons are conducted.

h. Any use which is found by the Manager in consultation with the City Planner to be a use similar to one of the above uses and, in the Manager's opinion, conforms to the intent of this section.

B. *Conditional uses*. A conditional use approval shall be obtained for certain uses, which would become harmonious and compatible with neighboring uses through the application and maintenance of qualifying conditions and located within specific locations within the Gateway District but shall not be allowed under general conditions within the Gateway District, as stated in this code. Conditional uses or expansion of existing conditional uses shall only be allowed if the proposed use or expansion may be accommodated without generating adverse impacts on properties and land uses within the immediate vicinity.

1. Uses approvable as a conditional use.

a. Adult daycare center.

b. Cultural facility (e.g., live performance venues, auditoriums, museums, etc.)

c. Day care center, nursery school or preschool facility

d. Package store.

e. Private stand-alone parking facilities and parking lots (i.e., principal use).

f. Reception facility/event venue.

2. *Conditional Use Procedure.* Conditional use requests shall be reviewed by the Zoning and Planning Board and a recommendation transmitted to the City Council for a decision. A conditional use shall be permitted only upon a finding that the proposed use satisfies the provisions of this section. Upon receipt of the Zoning and Planning Board recommendation the City Council shall conduct a public hearing. The City Council shall conduct a quasi-judicial hearing and adopt a resolution approving, approving with conditions, or denying the conditional use. The resolution shall contain a written record of findings and any conditions of approval.

a. Requirements. An application for conditional use shall describe how the proposed use meets the criteria described below and shall detail any measures proposed to mitigate against possible adverse impacts of the proposed conditional use on properties in the immediate vicinity. In addition, the application shall clearly describe:

(i) Scale and intensity of the proposed conditional use, setting forth the following, as applicable:

Floor area ratio (FAR)

Impervious surface ratio

Square footage of proposed use

Waste generation

Traffic generation

Off-street parking needs

(ii) On- or off-site improvement needs generated by the proposed conditional use and not identified on the preceding list to include the following:

Utilities

Accessory structures or facilities

Roadway or signalization improvements, or other similar improvements

Public facility improvements required to ensure compliance with concurrency management provisions provided in the Code

Other unique facilities or structures proposed as part of site improvements

(iii) On-site amenities proposed to enhance site and planned improvements. Amenities may include mitigative techniques such as:

Open space

Setbacks from adjacent properties

Screening and buffers

Other means to abate potential nuisances (e.g., noise, odors, litter, etc.).

b. Criteria. In order to be granted approval by the City Council, the applicant shall demonstrate that the proposed use meets all of the following criteria. A conditional use request shall be denied if the City Council determines that the proposed use does not meet the criteria herein provided or is adverse to the public interest.

(i) The proposed use shall comply with the adopted comprehensive plan and future land use map.

(ii) The proposed use shall fit into the neighborhood and shall not interfere with the development of the surrounding property.

(iii) The proposed use shall not be detrimental to or endanger the neighborhood health, safety, comfort, or general welfare.

(iv) Traffic generation and access for the proposed use shall not adversely impact surrounding properties and roadways, or the general public safety.

(v) Off-street parking, loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties, beyond that generally experienced in the zoning district.

(vi) Required yards, screening or buffering and landscaping shall be consistent with the zoning district in general and specific needs of abutting land uses.

(vii) Size, location, and number of conditional uses in an area shall be limited so as to maintain the overall character of the zoning district.

(viii) Architectural and signage treatments shall comply with the general provisions applicable to permitted uses in the district, to the greatest extent possible, and take into consideration surrounding development.

(ix) The availability of services (such as water, sewer, and solid waste) shall meet the minimum Level-Of-Service standards.

(x) Mitigative techniques shall be provided and properly used to abate potential nuisances and off-site impacts such as, but not

limited to exterior illumination, noise, loading and unloading, hours of operation, or other issues associated with the proposed use.

(xi) The proposed use will comply with all applicable laws, regulations, and ordinances. Where permits are required from governmental agencies other than the city, those permits shall be obtained as a condition of approval.

(xii) No conditional use which generates hazardous waste or uses hazardous materials shall be approved unless the specific location is consistent with the Comprehensive Plan and Zoning Code and does not adversely impact wellfields, aquifer recharge areas, or other environmental and/or conservation resources, as may be applicable now or in the future.

(xiii) The City may affix other conditions to any approval of a conditional use in order to protect the environment and the public health, safety, and welfare.

C. The ground floor of buildings in the Gateway District shall provide occupiable, air-conditioned space for permitted commercial uses with a minimum depth of 30 feet from the building façade for those portions of the building along road rights-of-way, except such features as, without limitation, driveways, utility infrastructure, colonnades, and outside dining areas.

D. Upper floors may be commercial, office, residential, or a mix of residential, office, and commercial. The mixed-use ratio found in § 150.-070 of the Code shall not apply to the Gateway District.

E. Residential uses are limited to upper floors. No residential dwelling unit shall be less 800 square feet. Efficiencies and studio apartments are prohibited.

[* * *]

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, DESIGNATING KEN WILDE AS HONORARY CITY HISTORIAN; PROVIDING FOR PURPOSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Miami Springs (the "City") recognizes the importance of honoring individuals who have made extraordinary contributions to the community and who embody the values that the City holds; and

WHEREAS, on May 27, 2025, the City Council unanimously endorsed the creation of an honorary position of City Historian and formally recognized Ken Wilde as the inaugural designee to that role; and

WHEREAS, Mr. Wilde has demonstrated unwavering dedication to preserving, promoting, and interpreting the unique history of the City through his longtime leadership with the Miami Springs Historical Society and his numerous contributions to local historical publications and digital platforms; and

WHEREAS, Mr. Wilde's stewardship of the City's heritage, including documenting the City's architectural landmarks, organizing community history events, producing educational materials, and even preparing a forthcoming local history book, has earned him deep respect as the community's informal historical authority; and

WHEREAS, the designation of Mr. Wilde as Honorary City Historian will formally recognize and elevate his voluntary service, provide a clear and trusted point of contact for the community's historical inquiries, and support the City's Centennial Celebration efforts; and

WHEREAS, the honorary title will not entail compensation but will reflect the City's sincere appreciation for Mr. Wilde's past and ongoing contributions to the cultural legacy of Miami Springs; and

WHEREAS, the City Council desires to formally designate Mr. Ken Wilde as the City Historian in recognition of his longstanding commitment to preserving and promoting the City's rich historical heritage; and

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

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

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

Section 2. Designation. That the City Council hereby designates Mr. Ken Wilde as Honorary City Historian in recognition of his longstanding commitment to preserving and promoting the City's rich historical heritage. This designation is honorary in nature, unpaid, and does not confer any employment benefits. Nothing herein shall be interpreted to create (i) any legal rights, duties, or privileges beyond public recognition; (ii) an employment relationship; (iii) appointment to public office; or (iv) any delegation of any decision-making authority by the City.

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

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

Mayor Dr. Walter Fajet	_____
Vice Mayor Jorge Santin	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Joseph Dion	_____
Councilmember Orlando Lamas	_____

PASSED AND ADOPTED this ___ day of _____, 2025.

_____
DR. WALTER FAJET
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A FIRST AMENDED INTERLOCAL AGREEMENT FOR INCLUSION IN THE MIAMI-DADE COUNTY CURBSIDE RECYCLING PROGRAM; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") participates in the Miami-Dade County (the "County") Curbside Recycling Program which provides residential curbside recycling services to residential dwellings within the City (the "Program") pursuant to an Interlocal Agreement with the County; and

WHEREAS, on July 16, 2024, the County approved new recycling contracts with contractors for the provision of recycling collection, processing, cart manufacturing, and delivery services, and other recycling services as necessary to continue providing the Program; and

WHEREAS, on February 19, 2025, the Board of County Commissioners adopted Resolution No. R-147-25 authorizing the execution of a First Amended Interlocal Agreement with any municipality for inclusion in the Program, which adds provisions such as compliance requirements with section 15-2 of the County Code, an increase to the consumer price index cap from 3% to 5%, and a "true-up" clause to facilitate the Department of Solid Waste Management recouping its costs (the "First Amended ILA"); and

WHEREAS, the City Council desires to approve and authorize the City Manager to execute the First Amended ILA in substantially the form attached hereto as Exhibit "A" for the City's inclusion in the Program; and

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

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

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

Section 2. Approval. That the First Amended ILA, attached hereto and incorporated herein as Exhibit "A," is hereby approved as the official fee schedule for the services specified therein effective October 1, 2025.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to execute the First Amended ILA with the County in substantially the form attached hereto as Exhibit "A" subject to approval by the City Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

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

Mayor Dr. Walter Fajet	_____
Vice Mayor Jorge Santin	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Joseph Dion	_____
Councilmember Orlando Lamas	_____

PASSED AND ADOPTED this ___ day of _____, 2025.

Dr. Walter Fajet
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

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

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

EXHIBIT A

CITY OF MIAMI SPRINGS

SCHEDULE OF SANITATION FEES

Effective October 1, 2025

a) Single-Family (SF) residential dwelling, serviced by the automated collection system, the limit shall be one (1) 90-gallon automated system container; twice weekly collection for garbage and weekly collection for trash. These are per unit charges.

Service	Prior Rate (per unit/month)	New Rate (per unit/month)
SF- Garbage	$30.76	$31.99
SF- Trash	$32.23	$33.13
SF- Recycling	$5.95	$7.79

b) Multi-family (MF) dwellings of 3 or 4 units, including auxiliary or separate units within the residential areas, limit shall be 90-gallon automated system container(s) sufficient to contain garbage and waste per property; twice weekly garbage collection; fees shall be charged per living unit; and weekly for trash.

Service	Prior Rate (per unit/month)	New Rate (per unit/month)
MF- Garbage	$5.08	$5.28
MF- Trash	$15.94	$16.39
MF- Recycling	$2.48	$3.25

c) Annual Cost of Living Adjustment – In the event that the Miami Dade County Department of Solid Waste Management (MDCSWM) notifies the City that its dumping fees to the City will increase, the City Council hereby authorizes the garbage and trash rates set forth herein to be increased by a percentage amount equal to the percentage of the rate increases being imposed by MDCSWM. The implementation of this annual cost of living rate increase shall require City Council approval prior to becoming effective.

FIRST AMENDED INTERLOCAL AGREEMENT FOR INCLUSION IN THE MIAMI-DADE COUNTY CURBSIDE RECYCLING PROGRAM

MUNICIPALITY: THE CITY OF MIAMI SPRINGS

This First Amended Interlocal Agreement ("Agreement") is made and entered into this _____ day of_____, 2025, by and between Miami-Dade County ("County") and the City of Miami Springs ("Municipality") in order that the Municipality may be included as a portion of the COUNTY SERVICE AREA to be provided with curbside collection of recyclable materials (x) every other week service or ( )weekly service (the "Service Frequency"), under the terms and conditions agreed to between the County and any Contractors that the County enters into contracts with for the provision of Recycling Collection Services, Recycling Processing Services, Recycling Cart Manufacturing, and Delivery Services, or other Recycling Services as necessary. Such curbside collection service shall be provided on Wednesday of the week, given the Service Frequency selected above.

Section I: Definitions

In all instances, terms used in this Agreement shall have the definitions contained in any contracts that the County enters into for the provision of Recycling Collection Services, Recycling Processing Services, Recycling Cart Manufacturing, and Delivery Services, or other Recycling Services as necessary (the "Contracts").

Section II: County Services Area - Municipality's Portion

The Municipality's portion of the entire County Services Area is designated on the attached Map (Exhibit "A"), incorporated herein by reference.

Section III: Agreement Governs; Entire Agreement

This Agreement supersedes any previous agreements that the County and the Municipality may have previously had for recycling services.

Section IV: Recycling Service

Residents of single-family housing within the Municipality will be provided with curbside collection service of recyclable materials in the manner provided for in the Contracts. All residents included in the program will be responsible for preparing and placing materials in the manner specified pursuant to the Contracts including complying with Section 15-2 of the Code of Miami-Dade County, Fla. (the "Code"). In addition, all participating residents of the Municipality will be eligible to call the County's 3-1-1 Answer Center to receive assistance and information regarding recycling services provided to them.

Collection of materials will take place on a schedule consistent with the hours and days provided for the unincorporated area. Days or hours differing from the unincorporated area collection service but coinciding with regular garbage or trash service within the Municipality (e.g., Wednesday and Saturdays) may be provided subject to negotiation and agreement with the Contractor and approval by the County.

Section V: Authorization/Responsibilities

The Municipality hereby authorizes the County to act on its behalf in the administration of the contract for this recycling service in the areas of municipal jurisdiction. However, the Municipality will be responsible for monitoring all aspects (i.e., collection days, hours,

equipment, and personnel) of any Contractor's performance within its jurisdiction and reporting any problems or violations to the County in order to initiate corrective action in accord with the Contracts.

The Municipality agrees to abide by all those terms and conditions that the County agrees to meet as contained in the Contracts except as modified herein. The County will use the existing list of residential households unless otherwise agreed to by the Municipality and the County.

The Municipality agrees to provide the County with an update of additions and deletions to this list each month in a format specified by the County. The Municipality shall deliver this update to the County on the first day of the month. Any discrepancies between the Municipality's monthly house count and the Contractor's monthly billing allocated to the Municipality shall be reconciled through a field inspection to be performed by the County within sixty (60) days, with any corrections to be reflected in the subsequent month's billing to the Municipality.

Section VI: Payments

1. **Monthly Payments**
   In compensation for the provision of this recycling collection service on a regular basis, the Municipality will make monthly payments to the County in an amount equal to the Monthly Fee or such other fee, as negotiated subject to approval by the County and the Municipality, times the average number of Residential Properties serviced during that month within the Municipality's portion of the entire County Service Area. This payment will not be dependent upon the number of households participating in the program but will be a flat rate for each household. The County will charge the Municipality consisting of the costs to the residents within the area of the Municipality.

2. **First Six Months' Fee**
   During the first six (6) months (between April 1, 2025, through September 30, 2025) of this First Amended Interlocal Agreement, the cost for collection and processing will be $6.14 per household per month, starting April 1, 2025. The fee is based on the new rates, costs, and fees established in the new recycling contracts that were approved by the Board of County Commissioners on July 16, 2024, (New Recycling Contracts). This fee is consistent with the cost that residents in the unincorporated area are paying for the same period. The fee also includes County administrative fees.

3. **Subsequent Fiscal Year Fee**
   During the ensuing fiscal year (between October 1, 2025, and September 30, 2026), and all fiscal years thereafter through the final year of the Agreement, the monthly fee paid by the Municipality to the County for the services to be provided will be invoiced on a per household rate for collection and processing. The portion of the fee related to the curbside recycling collection rate will be adjusted by the County's Living Wage (Section 2-8.9 of the Code), effective October 1st of each year, as established in

the New Recycling Contracts. Living Wage adjustments shall be based on the percentage change for the Living Wage for that year. The portion of the fee related to recycling processing will be adjusted on changes in the Consumer Price Index ("CPI"), for All Urban Consumers, all items in South urban, not to exceed five percent (5%) and subject to a True-Up as referenced in subsection 4 below. The Amount paid per household shall be extended to all households served based on the household counts provided by the County in accordance with provisions of this Agreement.

4. **True-Up Costs**
   The new recycling contracts have a cumulative term of ten (10) years. This Agreement includes a transitional year, comprised of the last six (6) months of the bridge extension letter agreement executed by the Municipality and the County for the provision of curbside recycling program services and the first six (6) months of this Agreement.

   In the event that the actual contractor costs exceed the five percent (5%) CPI cap in a given fiscal year, the amount of the increase above the five percent (5%) cap shall be "trued-up" each September throughout the term of the Agreement, beginning September 2026. In April of each year of the term, the County shall provide the Municipality with a calculation of true-up costs calculated for the preceding six (6) months (October 1st through March 31st), in order to assist the Municipality in the budgeting for the annual true-up costs to be invoiced and paid annually in September throughout the term of the Agreement. Such County calculation is only a snapshot estimate, and provided as a courtesy to the Municipality. The true-up costs shall allow the County to recoup its costs, including adjustments to the Living Wage and CPI adjustments above the five percent (5%) cap. In addition, the Municipality will receive a proportional credit based on the Average Median Value related to the sale of processed recyclable materials. The processing fee may also be adjusted, based on the results of an annual recycling contamination study. These true-up costs will be reconciled and invoiced annually in September, beginning September 2026.

5. **Payment and Invoice Terms**
   The Municipality shall be responsible for delivering payment for recycling collection services to the County within thirty (30) days of the date of an invoice from the County. The County shall be responsible for making the total Monthly Payment for the entire Service Area, including the Municipality's portion, to the Contractor in accord with the Contract.

Section VII: Carts

The County shall be responsible for purchasing a sufficient number of carts to provide a cart to each Residential Property in the program. All carts delivered within the incorporated area shall be the property of the Miami-Dade County Recycling Program and will be printed with the County's information, and not the Municipality's. These carts are for the permanent use of the household to which they are delivered for the specific purpose of participation in the

curbside recycling program. The carts are intended to remain with each property through the life of any contracts and/or any subsequent extensions. In the event that a unit's residents vacate the property, the carts shall remain at that location for use by the subsequent residents. The Municipality shall not mark or label the carts in any fashion.

New carts shall be placed at newly constructed and legally occupied Residential Properties added into the program by the County at no cost to the resident or the Municipality.

Lost or stolen carts will be reported to the County and will be replaced by the County within a timeframe consistent with the timeframes provided to residents of the unincorporated area.

In the event that the Municipality withdraws from this Interlocal Agreement prior to the final debt payment for recycling carts, the Municipality will pay the remaining amortized cost of those carts remaining in the Municipality within one year of withdrawal.

Section VIII: Reporting

The County shall send the Municipality correspondence in a manner and on a schedule mutually agreed upon by the Municipality and the County. The Municipality shall also be sent a copy of any Annual Reports required by the contracts.

The staff of the Municipality will also be notified of all and may attend any regular meetings held with the Contractor to review performance.

Section IX: Enforcement

1. **Protection of Recyclable Materials**
   The Municipality agrees to take all reasonable steps necessary to protect the County's ownership of all recyclable materials placed at curbside for collection under the terms of the Contracts. This includes, but is not limited to, the preparation and submission of an anti-scavenging ordinance to ensure that recyclable materials are not removed or diverted prior to collection. The Municipality's staff shall propose and implement anti-scavenging laws in accordance with agreements made between the Municipality and the County.

2. **Municipal Responsibility for Enforcement**
   Unless otherwise provided by County ordinance, the Municipality shall be responsible for enforcing the recycling program within its incorporated limits. This responsibility includes adherence to the applicable provisions of Section 15-2 of the Code regarding contamination abatement and recycling program compliance.

3. **Enforcement of Contamination Abatement Ordinance**
   The Municipality shall enforce the County's Contamination Abatement Ordinance (Section 15-2 of the Code) by monitoring and addressing contamination levels in the Curbside Recycling Program. Specifically:

a) Recycling carts found to contain unacceptable materials shall be tagged by the Municipality's designated personnel.

b) After the fourth and any subsequent tagging events, the Municipality shall notify the County to assess a fee to the property owner or resident in accordance with the established fee structure set forth in the Code.

c) The County shall be authorized to enforce such fees and ensure compliance, including issuing notices and conducting follow-up actions to reduce contamination rates.

d) Should the Municipality not have the capacity or capability to enforce the contamination abatement requirements of Section 15-2 of the Code, the Municipality shall delegate enforcement to the County in writing, and agree and allow for the collection of fees from property owners in accordance with the Code.

e) The Municipality agrees that the County or subcontractor of the County may collect contaminated recycling materials from within its Municipality.

4. **Training and Education**
   The County agrees to provide initial training to Municipal enforcement officers on recycling contamination abatement within thirty (30) days of the execution of this Agreement. This training will focus on proper tagging procedures, identifying unacceptable materials, and understanding the enforcement of the associated fees. Future training may be provided upon request by the Municipality or when necessary to address changes in the recycling program or regulations.

5. **Ongoing Compliance and Collaboration**
   The Municipality and the County agree to collaborate in the ongoing monitoring and enforcement of recycling program standards. The Municipality shall notify the County of any significant issues related to contamination levels, and both parties shall work together to resolve challenges and improve program compliance.

Section X: Program Revisions

Minor program adjustments affecting the entire Service Area may be made from time to time as agreed to by the County and the Contractors. Such minor adjustments could include, but would not be limited to, such items as variations in the required preparation of materials by the resident or hours of collection. In the event that such changes require notice to the residents, the County and the Contractors shall jointly take full responsibility for providing adequate notice to all of the residents.

Any major program changes having a material impact on the financial relationship among the parties or resulting in substantial variation in the amount and type of Recyclables collected shall be subject to review by the Municipality. However, the County reserves the right to change or modify the Contract, and the Municipality agrees to be bound thereby

without separate written amendment to this Agreement as long as the unincorporated and incorporated areas are affected equally by such modification(s).

Section XI: Liquidated Damages
In the event that the Contractor fails to perform in accord with the Contract, liquidated damages will be imposed by the County as provided for in the Contracts.

Section XII: Service Initiation Schedule
The County will provide the delivery of carts and provide for the collection of Recyclable Materials to the Municipality within 60 days of execution of this Agreement. Service will commence within two weeks of receipt of each household's receipt of a cart.

Section XIII: Other Recycling Program Options
The Municipality and the County may negotiate any other recycling options at a cost and scope agreeable to both parties.

Section XIV: Default/Termination
Failure of the Municipality to make payment to the County in accord with the provisions of Section VI of this Agreement shall constitute default. In the event that such default occurs, the County shall provide written notice to the Municipality concerning the nature of this default. The Municipality shall have thirty (30) days from the date of the notice in which to resolve the default. The County shall have the option to terminate this Agreement and/or withhold local revenue that the County distributes to the Municipality in an amount sufficient to pay for all recycling services provided to date for which the Municipality has failed to make payment.

Either party may terminate this Agreement without cause by communicating the desire to do so in writing 30 days prior to the termination date.

Section XV: Grant Funds
The Municipality may choose to utilize any grant funding available to pay all or part of the monthly payments due to the County.

Section XVI: Amendment to Agreement
Except as otherwise provided for herein, this Agreement may be modified, altered, or amended only by a written amendment duly executed by the parties hereto. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

Section XVII: 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.

Section XVIII: Approvals
Whenever approval of a Party is required by this Agreement, such approval shall not be unreasonably withheld.

Section XIX: Performance by Parties
Except as otherwise provided in this Agreement, in the event of any dispute arising over the provisions of this Agreement, the parties shall proceed with the timely performance of their obligations during the pendency of any legal or other similar proceedings to resolve such dispute.

Section XX: Rights of Others
Nothing in the Agreement express or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

Section XXI: Counterparts
This Agreement may be executed in one or more counterpart(s), each of which shall be deemed an original.

Section XXII: Waiver
There shall be no waiver of any right related to this Agreement unless in writing 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.

Section XXIII: Time is of Essence
It is mutually agreed that time is of the essence in performing all terms and conditions to be kept and performed pursuant to this Agreement.

Section XXIV: Representations of the County
The County represents that

(1) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the County, and

(2) it has the required power and authority to perform this Agreement.

Section XXV: Representations of the Municipality
The Municipality represents that

(1) this Agreement has been duly authorized, executed and delivered by the Board of Commissioners as the governing body of the Municipality, and

(2) it has the required power and authority to perform this Agreement.

Section XXVI: Approvals and Notices
Notices and approvals required by or pursuant to this Agreement shall be written and served both electronically, and by either (i) registered or certified mail with return receipt requested, (ii) personally by courier service, or (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight, addressed to the parties as follows:

COUNTY

Miami-Dade County Department of Solid Waste Management
c/o Aneisha Daniel, PhD, Director
2525 NW 62nd Street, 5th Floor
Miami, FL 33147
Email: aneisha.daniel@miamidade.gov

AND

County Attorney's Office
c/o David Stephen Hope, Asst. County Attorney
111 NW 1st Street, 28th Floor, Miami, FL 33128
Email: David.Hope@miamidade.gov

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

Section XXVII: Term
The initial term of this Agreement shall begin on the date of execution of this Agreement and end within thirty (30) days of either party requesting termination. Upon any and all renewal(s) of the Contracts in accordance with Article 1 thereof, this Agreement shall automatically be extended without separate written amendment for the term(s) of any and all such renewal period(s). The County may extend this Agreement after the processing agreement ends for up to an additional two (2) one hundred-eighty (180) calendar day periods.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or Mayor's designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and The City of Miami Springs, Florida, has caused this Agreement to be executed in its name by the City Manager, attested by the City Clerk and has caused the seal of the City to be hereto attached, all on the day and year first written above.

MIAMI-DADE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

ATTEST:

JUAN FERNANDEZ-BARQUIN
CLERK OF THE BOARD

By: _____
Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Daniella Levine Cava
Mayor, Miami-Dade County

Approved by County Attorney
as to form and legal sufficiency.

By: _____
Assistant County Attorney

ATTEST:

By: _____
Erika Gonzalez, MMC
City Clerk

THE CITY OF MIAMI SPRINGS, FLORIDA

By: _____
J.C. Jimenez, ICMA-CM
City Manager

Approved by City Attorney
As to form and legal sufficiency

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

RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN ARTISTIC SERVICES AGREEMENT WITH NATALIE PLASENCIA FOR THE MIAMI SPRINGS CENTENNIAL; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") was incorporated on August 23, 1926, by Glenn Hammond Curtiss and James Bright and is one of the oldest and most historic municipalities within Miami-Dade County; and

WHEREAS, the City is set to celebrate its centennial on August 23, 2026; and

WHEREAS, in celebration of the City's centennial, the City Council desires to commemorate the life and legacy of Glenn Curtiss through a permanent memorial sculpture to be installed at the 100 block of Curtiss Parkway and the entrance of Westward Drive, or such other location as the City may determine (the "Site"); and

WHEREAS, on June 9, 2025, Natalie Plasencia (the "Artist") presented a conceptual proposal for a monument consisting of a life-size bronze sculpture of Glenn Curtiss (the "Glenn Curtiss Memorial") and a life-size, aluminum, stainless steel, and brass walk-through structure representing the June Bug wings (the "June Bug Legacy Memorial"); and

WHEREAS, the City Council expressed support for the concept and directed the City administration to evaluate the feasibility of the proposed memorial; and

WHEREAS, on July 11, 2025, the Artist submitted a detailed proposal (the "Proposal") to provide artistic and professional services (the "Services") for the design, fabrication, and installation of the Glenn Curtiss Memorial and the June Bug Legacy Memorial, including the relocation of the existing John Cavalier Clock Memorial which is currently located on the Site (the "Project"); and

WHEREAS, Section 31-11(g) of the City's Code of Ordinances (the "Code") authorizes the City Council, by motion and a four-fifths majority vote, to waive the competitive procurement requirements for good cause when it determines such waiver is in the best interests of the City; and

WHEREAS, the City Manager recommends that, in the interest of time and due to the nature of the Services, the City Council waive the competitive procurement requirements of Section 31-11(E)(6)(g) of the City Code as being in the City's best interest; and

WHEREAS, the City Council desires to waive the competitive procurement requirements of Section 31-11(E)(6)(g) of the City Code, approve the Agreement with the Artist for the provision of the Services for the Project, and authorize the City Manager to execute the Agreement with the Artist in substantially the form attached hereto as Exhibit "A" in an amount not to exceed $130,000; and

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

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

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

Section 2. Approval. That the City Council hereby approves the Agreement with the Artist for the Services.

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

Section 4. Authorization. That the City Council hereby authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A" with the Artist for the Services in an amount not to $130,000, subject to the approval of the City Attorney as to form content, and legal sufficiency.

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

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

Vice Mayor Jorge Santin	_____
Councilman Joseph Dion	_____
Councilman Orlando Lamas	_____
Councilman Fabian Perez-Crespo	_____

Mayor Dr. Walter Fajet _____

PASSED AND ADOPTED this __ day of August, 2025.

_____
DR. WALTER FAJET
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

ARTISTIC SERVICES AGREEMENT
BETWEEN
CITY OF MIAMI SPRINGS
AND
NATALIE PLASENCIA
FOR THE
MIAMI SPRINGS CENTENNIAL
GLENN CURTISS AND JUNE BUG LEGACY MEMORIAL

THIS ARTISTIC SERVICES AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2025 (the "Effective Date"), by and between **CITY OF MIAMI SPRINGS, FLORIDA,** a Florida municipal corporation, (the "City") and **NATALIE PLASENCIA,** an individual (hereinafter, the "Artist").

WHEREAS, the City desires to commission a monument commemorating Glenn Curtiss' legacy for the City's centennial celebration in 2026; and

WHEREAS, on June 9, 2025, the Artist presented a conceptual proposal for a monument consisting of a life-size bronze sculpture of Glenn Curtiss (the "Glenn Curtiss Memorial" or "GCM") and a life-size, aluminum, stainless steel, and brass walk-through structure (the "June Bug Legacy Memorial" or "JBLM"), and the City Council directed the City administration to evaluate the feasibility of the proposal, a copy of which is attached hereto as Exhibit "1" (the "Conceptual Proposal"); and

WHEREAS, on July 11, 2025, the Artist submitted a detailed proposal, attached hereto as Exhibit "2" (the "Proposal"), to provide professional services for the design, fabrication, and installation of the GCM and the JBLM (collectively, the "Artwork"), including the relocation of the existing John Cavalier Clock Memorial ("JCCM"), which Artwork is to be located at the 100 block of Curtiss Parkway and the entrance of Westward Drive or such other location as the City may determine (the "Site")(overall, the "Project"); and

WHEREAS, on August 11, 2025, the City Council adopted a resolution approving an agreement with the Artist for the provision of the services for the Project, and other services on behalf of the City, as further described in the Proposal (the "Services"); and

WHEREAS, the City and Artist, through mutual negotiation, have agreed upon a fee for the Services and the City desires to engage the Artist to perform the Services and provide the deliverables as specified below.

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

1. Scope of Services.

1.1. The Artist shall provide the Services set forth in the Proposal attached hereto as Exhibit "2" for the Project, inclusive of all professional design, engineering, and support services necessary to complete the Project in accordance with the project

phases set forth in Exhibit "2" (the "Services"). The Artwork shall be installed at the Site or at such other location as may be agreed upon by the City by July 31, 2025 (the "Completion Date"). Artist agrees that time is of the essence and Artist shall complete the Services by the Completion Date, unless extended by the City Manager.

1.2. The City and Artist shall utilize a Work Order (a "Work Order"), for each phase of the Project. The issuance of a Work Order shall serve as the formal authorization for the Artist to begin work on the designated phase, and no work shall commence until the City has issued a Notice to Proceed or a Work Order for that phase.

1.3. Changes in Scope of Services.

1.3.1. Changes Permitted. Changes in the Services consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the City by a Work Order Amendment without invalidating this Agreement. Such changes must be contained in a written Work Order Amendment executed by the parties in accordance with the provisions of this Agreement, prior to any deviation from the terms of the Work Order, including the initiation of any extra work.

1.3.2. Work Order Amendment Defined. Work Order Amendment shall mean a written order to the Artist executed by the City, issued after execution of this Agreement, authorizing and directing a change in the Services or an adjustment in the Compensation or the schedule, or any combination thereof. The Compensation and/or the schedule may be changed only by Work Order Amendment.

1.3.3. Effect of Executed Work Order Amendment. The execution of a Work Order Amendment by the City and the Artist shall constitute conclusive evidence of the Artist's agreement to the ordered changes in the Services or an adjustment in the Compensation or the schedule, or any combination thereof. The Artist, by executing the Work Order Amendment, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Work Order Amendment.

1.3.4. Modifications to Scope of Services. The City may request changes that would increase, decrease, or otherwise modify the Services. Such changes must be contained in a written Work Order Amendment executed by the parties in accordance with the provisions of this Agreement, prior to any deviation from the terms of the Work Order, including the initiation of any extra work.

2. Term/Final Acceptance.

2.1. The term of this Agreement shall be from the Effective Date until final acceptance of the completed Artwork, unless earlier terminated in accordance with paragraph 8.

2.2. For purposes of this Agreement, final acceptance shall occur only after: (i) the Artwork has been fully delivered and installed at the Site; (ii) the JCCM has been relocated in accordance with Exhibit "2"; and (iii) the City has determined that all Services have been satisfactorily completed in accordance with this Agreement and the Proposal attached as Exhibit "2". Final acceptance shall be confirmed in writing by the City Manager.

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

3. Compensation and Payment.

3.1. In consideration for the services performed under this Agreement, the City agrees to pay the Artist a fixed fee not to exceed $130,000 (the "Compensation"). Payments shall be made in accordance with the Compensation Schedule set forth in Exhibit "1", subject to satisfactory completion of each phase, in the City's sole discretion, and submission of corresponding invoices.

3.2. The City reserves the right to withhold payment for any phase it reasonably determines to be incomplete, nonconforming, or deficient, provided that the City shall notify the Artist in writing of the deficiency and allow the Artist a reasonable opportunity to cure.

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

4. Subconsultants.

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

4.2. The Artist may utilize the subcontractors specifically identified in the Proposal attached as Exhibit "2" without further approval by the City. Any other subcontractors not identified in the Proposal shall require the prior written approval of the City Manager, which approval may be granted or withheld in the City Manager's sole and absolute discretion.

4.3. The Artist shall be solely responsible for ensuring that any subconsultants, subcontractors, or other professionals retained in connection with the Services (collectively, "Subconsultants") maintain insurance coverage appropriate to the nature and scope of their services. Such insurance shall include, at a minimum, commercial general liability and professional liability insurance in amounts reasonably acceptable to the City, and shall name the City as an additional insured on all applicable liability policies. Certificates of insurance evidencing

required coverage and additional insured status shall be provided to the City upon request.

4.4. The Artist shall also ensure that all Subconsultants comply with Section 448.095, Florida Statutes (the "E-Verify Law"), including the requirement that all employers use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all newly hired employees. The Artist shall include a requirement in all contracts with Subconsultants that they register with and use the E-Verify system, and shall obtain an affidavit from each Subconsultant attesting to such compliance.

4.5. Failure by any Subconsultant to maintain required insurance or comply with the E-Verify Law shall be deemed a breach of this Agreement by the Artist.

5. City's Responsibilities.

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

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

6. Artist's Responsibilities; Representations and Warranties.

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

6.2. The Artist hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City. Artist further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

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

7. Ownership and Intellectual Property Rights.

7.1. Ownership. Title to the physical Artwork and all intellectual property rights (including copyrights) in the Artwork shall transfer to the City upon both (i) final acceptance of the Artwork and Services, and (ii) the City's payment of the final amount due under this Agreement.

7.2. Assignment of Copyright. The Artist hereby irrevocably transfers, assigns, and conveys to the City all right, title, and interest in and to the Artwork, including the exclusive copyright in the Artwork, throughout the world. This transfer includes, but is not limited to, the exclusive right to reproduce, distribute, display, perform, create derivative works of, and otherwise exploit the Artwork in any medium or format, whether now known or hereafter developed, for any purpose and in any manner the City deems appropriate, without any further compensation or approval from the Artist.

7.3. Work Made for Hire. To the extent the Artwork or any part thereof qualifies as a "work made for hire" under the Copyright Act of 1976 (17 U.S.C. § 101), the Artwork shall be deemed a "work made for hire" for the City, and the City shall be deemed the author and owner of the copyright in the Artwork. If, for any reason, the Artwork does not qualify as a "work made for hire," the Artist hereby assigns to the City all rights, title, and interest in the Artwork, including the copyright, effective immediately upon execution of this Agreement.

7.4. Artist Moral Rights Waiver.

7.4.1. The Artist hereby irrevocably waives any and all moral rights with respect to the Artwork, including but not limited to the right of attribution, the right to prevent distortion, mutilation, or other modification of the Artwork, and any right to prevent the destruction of the Artwork, as set forth under 17 U.S. Code § 106A and applicable law, to the fullest extent permitted by law. The Artist understands and agrees that the City has the absolute right to remove, repair, modify, alter, or restore the Artwork, in whole or in part, in the City's sole discretion. The City will use its best efforts to repair or restore the Artwork in accordance with the maintenance manual provided by the Artist. With respect to significant or substantial repairs or restorations, the City will use its best efforts to consult with the Artist prior to such repair or restoration. Notwithstanding the above, the Artist waives any rights to claim remedies concerning any modification, repair, removal, restoration, or alteration of the Artwork or any portion thereof.

7.4.2. Notwithstanding the above, the Artist specifically waives the right to claim any remedy concerning the modification, repair, removal, restoration, or alteration of the Artwork or any portion thereof, in accordance with the waiver provisions of 17 U.S. Code § 106A(e)(1). This waiver shall apply solely to the Artwork and the uses set forth in this Agreement.

7.4.3. The rights conferred by 17 U.S. Code § 106A(a) with respect to the Artwork are distinct from ownership of the Artwork itself or any copies, copyrights, or exclusive rights under a copyright in the Artwork. The Artist acknowledges that the transfer of ownership of the Artwork or any part thereof to the City, or the City's use, repair, modification, or restoration of the Artwork, does not transfer the Artist's moral rights unless explicitly waived as set forth herein.

7.5. No Further Royalties. The Artist agrees that the City's ownership of the copyright and other intellectual property rights in the Artwork includes the right to use and license the Artwork without any further obligation to pay royalties or other compensation to the Artist, except as expressly set forth in this Agreement.

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

7.7. Subconsultants' Work. The Artist shall ensure that the Subconsultants engaged by the Artist for the development of plans, designs, specifications, or any other materials related to the Artwork ("Consultant Materials") also assign to the City all right, title, and interest in and to such Consultant Materials, including any copyrights or other intellectual property rights therein. The Artist shall obtain written assignments from each Consultant and shall provide copies of these assignments to the City upon request. If any Consultant Materials are created as "work made for hire" for the Artist, the Artist shall ensure that the City is deemed the author and owner of those materials for all purposes.

8. Termination.

8.1. The City Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Artist, or immediately with cause.

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

8.3. In the event of termination by the City, the Artist shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Artist has first complied with the provisions of Paragraph 8.4.

8.4. The Artist shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard

copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

8.5. Termination Due To Lack of Funding. This Agreement is subject to the condition precedents that: (i) City funds are available, appropriated and budgeted, for the Services; (ii) the City secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the City Council relative to the Services; and (iii) the City Council enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The City represents to Artist that the City has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

9. Risk of Loss.

9.1. The Artist shall bear all risk of loss or damage to the Artwork prior to City's acceptance thereof. The period in which the Artist has the risk of loss or damage shall include any period in which the City has suspended performance. The risk of loss or damage to the Artwork shall pass to the City upon final installation of the Artwork at the Site, and City's acceptance of the installation. If prior to installation of the Artwork and City's acceptance of the installation, the Artwork, or any part thereof, is lost, damaged, or destroyed and such loss, damage or destruction is not caused by the City or City's agent, the Artist shall be responsible to reconstruct or remake such Artwork without any compensation additional to that specified herein except to the extent that the City is compensated for such loss by insurance, if any.

10. Insurance.

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

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

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

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

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

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

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

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

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

before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

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

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

10.5. The provisions of this section shall survive termination of this Agreement.

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

12. Attorneys Fees and Waiver of Jury Trial.

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

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

13. Indemnification.

13.1. Artist shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Artist's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Artist and third parties made pursuant to this Agreement. Artist shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any

such claim or investigation and for any judgment or damages arising from Artist's performance or non-performance of this Agreement.

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

13.3. The provisions of this section shall survive termination of this Agreement.

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

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

16. Entire Agreement/Modification/Amendment.

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

16.2. The City Manager is authorized to modify or amend the terms of this Agreement, subject to review by the City Attorney as to form, content, and legal sufficiency and availability of budgeted funds.

17. Access to Records and Audits.

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

17.2. Upon request from the City's custodian of public records, Artist shall provide the City with a copy of the requested records or allow the records to be inspected

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

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

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

17.5. Any compensation due to Artist shall be withheld until all records are received as provided herein.

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

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

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

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

20. Independent Contractor. The Artist and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership,

association or any other kind of joint undertaking, enterprise or venture between the parties.

21. **Compliance with Laws.** The Artist shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

22. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

23. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

24. **Prohibition of Contingency Fees.** The Artist warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Artist, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Artist, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

25. **State Required Affidavits.** By entering into this Agreement, the Artist agrees to review and comply with the following state affidavit requirements:

    25.1. Public Entity Crimes Affidavit. Artist shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

    25.2. Scrutinized Companies. Artist certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statues, the City may immediately terminate this Agreement at its sole option if the Artist is found to have submitted a false certification; or if the Artist is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Artist certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Artist is found to have submitted a false certification; or if the Artist is placed on the Scrutinized Companies with

Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

25.3. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Artist acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

25.4. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Artist acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

25.5. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Artist acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

26. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

27. **Non-Exclusive Agreement.** The City reserves the right to procure or acquire similar Services from another individual or entity while this Agreement is in full force and effect.

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

    28.1. First Priority: Base Agreement;

    28.2. Second Priority: Exhibit 2 – Proposal dated July 11, 2025

    28.3. Third Priority: Exhibit 1 – Conceptual Proposal

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

DRAFT

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

CITY OF MIAMI SPRINGS

By: _____
J.C. Jimenez, ICMA-CM
City Manager

Attest:

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

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

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

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

ARTIST

By: _____
Natalie Plasencia, BFA, MSW

Addresses for Notice:
Natalie Plasencia
210 Duval Drive
Miami Springs, FL 33166
_____(telephone)
_____(email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(email)

DRAFT

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

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

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

DRAFT

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____ _____
Witness #1 Print Name: _____ Print Name: _____
_____ Title: _____
Witness #2 Print Name: _____ Entity Name: _____
_____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

Exhibit 1 – Conceptual Proposal

Exhibit 2 – Proposal dated July 11, 2025

Glenn Curtiss

AVIATION PIONEER - MILITARY INNOVATOR

CITY BUILDER -MOTORCYCLE LEGEND

Glenn Curtiss & June Bug Legacy Memorial

Miami Springs, Florida

Glenn Curtiss & June Bug Legacy Memorial

Glenn Curtiss Memorial bronze figure with bronze reliefs highlighting 4 achievements on a concrete plinth and the June Bug Legacy Memorial airplane structure with timeline and biographical data.

1. **Glenn Curtiss Memorial**-This full scale bronze sculpture commemorates Glenn Curtiss, aviation pioneer and founder of Miami Springs, as a symbol of innovation, exploration, and community building. The sculpture presents Curtiss standing upright, dressed in early 20th-century attire with his signature aviation cap. His composed, forward-looking stance reflects the quiet determination and visionary spirit that defined both his character and his contributions to American history. The Concrete base will be flanked with 4 bronze reliefs depicting him as the following: Aviation Pioneet, Military Innovator, City Builder and Motorcycle Legend.
2. **June Bug Legacy Memorial**-Inspired to provide the public with an experience of Glenn Curtiss, his thoughts, his dreams and his achievements. This walk-through metal structure, modeled to scale from the wings of Glenn Curtiss's June Bug airplane, features a timeline of his life and achievements integrated into its design. Serving as both an educational and experiential piece, it complements the Helen Curtiss statue and offers donor opportunities through sponsorship of timeline points.



Glenn Curtiss Memorial

The Sculpture

This full scale bronze sculpture commemorates Glenn Curtiss, aviation pioneer and founder of Miami Springs, as a symbol of innovation, exploration, and community building.

The sculpture presents Curtiss standing upright, dressed in early 20th-century attire with his signature aviation cap. His composed, forward-looking stance reflects the quiet determination and visionary spirit that defined both his character and his contributions to American history.

An inscription or quote will be engraved directly into the face of the plinth or on a bronze plaque, such as:

“Glenn Curtiss — Founder. Inventor. Visionary of the Air.”

Purpose and Community Impact

As a public art installation in Miami Springs, this monument honors Curtiss not only as a historic figure but as a living presence in the city’s identity. It invites residents, students, and visitors to engage with the story of a man who reshaped the sky and the land beneath it.

Glenn Curtiss Memorial

The Concrete base will be flanked with 4 bronze reliefs depicting him as the following: Aviation Pioneet, Military Innovator, City Builder and Motorcycle Legend. The Sculpture is mounted atop a cast concrete plinth, designed as both a structural and interpretive base. Around the vertical faces of the plinth are a series of cast bronze relief panels, each portraying a key aspect of Curtiss's legacy. These reliefs turn the monument into a dynamic public history exhibit—blending art, education, and civic pride.

Relief Panel Themes:

1. Aviation Pioneer-Curtiss piloting one of his early aircraft, such as the June Bug or Curtiss Jenny, commemorating his aviation milestones and role in shaping the birth of powered flight.
2. Military Innovator-Depiction of Curtiss collaborating with the U.S. Navy, highlighting his contributions to seaplane development and the establishment of naval aviation training.
3. City Builder-A relief showing Curtiss planning Miami Springs and neighboring communities, surrounded by Mediterranean Revival architecture and palm trees—a tribute to his urban planning and development legacy.
4. Motorcycling Legend-A panel featuring Curtiss on his V8 motorcycle, capturing his 1907 land-speed record and early engineering brilliance before entering aviation.





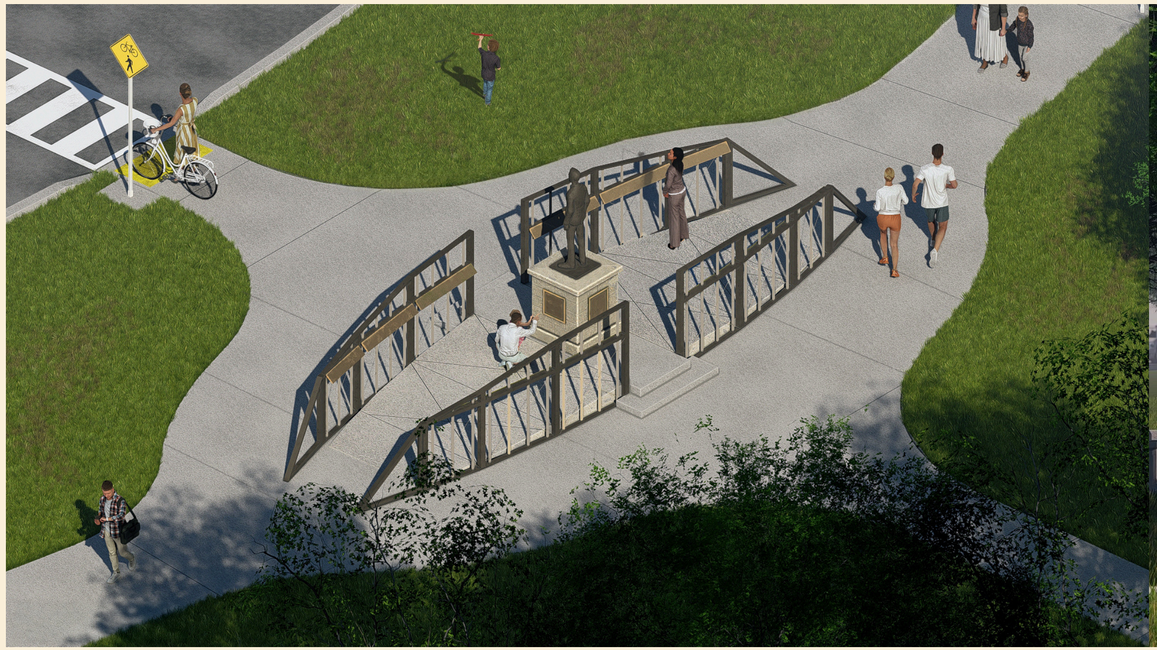




June Bug Legacy Memorial



Inspired to provide the public with an experience of Glenn Curtiss, his thoughts, his dreams and his achievements. This walk-through metal structure, modeled to scale from the wings of Glenn Curtiss's June Bug airplane, features a timeline of his life and achievements integrated into its design. Serving as both an educational and experiential piece, it complements the Glenn Curtiss statue and offers donor opportunities through sponsorship of timeline points.





June Bug Legacy Memorial







This three-dimensional, walk-through structure is inspired by the wing design of Glenn Curtiss’s June Bug airplane. With 42.5' wingspan, true to scale with exact proportions, it serves as both an experiential and educational installation. Visitors can walk between the wings—positioned as in the original biplane—where Curtiss would have sat, evoking the spirit of early aviation. A metal timeline of Curtiss’s life is integrated into the structure, with the wings providing opportunities for signage and interpretive displays. Constructed of metal with attention to both function and aesthetics, it complements the nearby Glenn Curtiss statue. The installation also offers donor engagement, with each timeline point available for sponsorship as a lasting legacy.

Glenn Curtiss & June Bug Legacy Memorial



Proposed Location

- Located on 100 Block Curtiss Parkway, north end.
- Central part of Miami Springs history and development.
- Faces the heart of the City of Miami Springs Circle.
- Relocation of the Cavalier Clock Tower to east end of Westward Drive.
- Promote integration of existing landscape and existing memorials such as - Marine Corps Memorial and recent War Memorial Cenotaph Monument.
- City's historical significance as the main street in the original planned community of Country Club Estates founded by Glenn Curtiss.
- Popular path for pedestrians, runners and farmers markets.
- Serves as a commuter path and a recreational space.
- Route to travel from businesses, restaurants, and shops.

Glenn Curtiss & June Bug Legacy Memorial

Timeline

1. **Design Phase**
   - Completion Target: July 2025
   - Details: Finalization of full-figure bronze sculpture, relief panel themes, June Bug-inspired walk-through structure, materials specification (bronze, architectural concrete, metal), and interpretive elements including timeline and donor integration.

2. **Fabrication Phase**
   - Start: August 2025
   - End: May 2026
   - Bronze sculpture of Curtiss
   - Four cast bronze relief panels for the plinth
   - Architectural concrete plinth
   - Fabrication of the walk-through metal structure inspired by the June Bug biplane
   - Patina treatments, detailing, and integration of interpretive signage and donor timeline
   -

3. **Permitting Phase** (Plinth & Wings)
   - Start: September 2025
   - End: TBD

4. **Site Preparation**
   - Start: May 2026
   - End: June 2026
   - Location: North end of Curtiss Parkway, Miami Springs (proposed public space)
   - Ground preparation and grading
   - Concrete foundation for plinth and walk-through wing structure
   - Coordination with local utilities and permitting authorities

5. **Installation**
   - Start: July 2026
   - End: Early August 2026
   - Delivery and placement of bronze statue and plinth
   - Mounting and alignment of bronze relief panels
   - Assembly and anchoring of June Bug walk-through structure
   - Signage, lighting, and any final landscaping

6. **Unveiling Date**
   - Target: August 2026
   - Event: Public dedication ceremony with City of Miami Springs, potential inclusion of donor recognition, press coverage, and community celebration

Artist Sculptor Biography

Natalie Plasencia, BFA, MSW
Resident of Miami Springs, Fl.
natalieplasencia.com



“To work with metals is one of the most glorious experiences.”

For Natalie Plasencia, creation is a sacred act—an expression of prayer and spirit. A Cuban American sculptor from Hialeah, her work reflects a lifelong commitment to honoring the human soul through art. Trained in fine arts and social work, she blends spiritual symbolism with materials like wax, metal, and fabric. Her career bridges sculpture and social advocacy, especially with women, children, and marginalized communities. Plasencia maintains studios in Miami and Islamorada, where she continues crafting works that celebrate dignity and divinity.

Projects: Stella Maris (Bronze 13' Key West), Paya Memorial (Bronze Relief for City of Hialeah, The Fisherman (8'2"' Big Pine Key)

Affiliations & Consultants: RUN Bronze Foundry, Cris Rupp-Dade Heritage Trust, Ken Wilde-Miami Springs Historic Society and Museum, Rick Leisenring-Former Curtiss Museum Curator and Author, Atlantic Models-Aviation Consultants & Residents

Community Engagement

Opportunity for Community Involvement and Letter of Support

1. Schools (K-12 and Colleges)
   - Educational Workshops & Assemblies
   - Student Art & Essay Contests
   - Model Airplane Building Projects

2. Civic Organizations
   - Fundraising or Sponsorship Drives
   - Legacy Speaker Series

3. Local Aviation Businesses & Airports
   - Sponsorship & Technical Input
   - Exhibition Collaborations



May 14, 2025

Dear Friends and Community Partners,

As President of the GFWC Miami Springs Woman's Club, it is with heartfelt appreciation and deep admiration that I write this letter of recommendation for Ms. Natalie Plasencia, an exceptional artist, devoted member of our Club, and lifelong steward of our beloved Miami Springs.

Natalie moved to Miami Springs at an early age and has since made our town not just her home, but a canvas for her talents, her faith, and her heart for service. She now raises her own beautiful family here, continuing the legacy of the Plasencia name, a family well known in our community for their architecture firm on Westward Drive and their generous spirit that has quietly but consistently uplifted so many in our city.

Through her art, Natalie tells stories that matter, stories that are deeply personal, spiritually rooted, and profoundly moving. She creates not just to be seen, but to be felt: to elevate voices, preserve legacies, and inspire reflection and pride. Drawing from her Cuban American heritage and life experiences, her work speaks to hope, faith, and human dignity. Whether she is creating large-scale murals, sacred bronze reliefs, or community-centered public installations, Natalie's passion is not for recognition, but for impact. She approaches every project with humility, sensitivity, and excellence. Her work graces both sacred spaces and public places, inviting all who encounter it to pause, reflect, and connect because that's what naturally happens when artists like Natalie pour their hearts, and souls into their pieces.

Her latest undertaking, the **Glenn Curtiss & June Bug Legacy Memorial**, is a monumental project created in celebration of our City's Centennial in 2026, a once-in-a-generation project that beautifully fuses her artistic excellence with her passion for honoring Miami Springs' rich history. Her vision, dedication, and respect for the legacy of Mr. Curtiss will be evident in every phase of her work.

As a member of the Miami Springs Woman's Club, Natalie embodies the very spirit of our mission: community, compassion, and civic service. She brings warmth, wisdom, and a collaborative heart to every gathering, project, and initiative.

In every way, Natalie Plasencia uplifts our city through her talents and through her example. I am honored to know her, proud to work alongside her, and excited for the legacy she continues to build, not only in bronze and paint, but in the hearts of all who know her.

With great respect and warmest regards,

Milly Pérez-Crespo, President
GFWC Miami Springs Woman's Club

GFWC Miami Springs Woman's Club is a 501 (c)(3) charitable and educational non-profit organization comprised of volunteers.
We are proud members of the General Federation of Women's Clubs (GFWC).
P.O. Box 660396 Miami Springs, FL 33266

Glenn Curtis Memorial/ June Bug Legacy Memorial PROPOSAL

To
City of Miami Springs
201 Westward Dr.
Miami Springs, Fl. 33166

Date
July 11, 2025

Att
City of Miami Springs Council

Dear Mayor and City Council,

Natalie Plasencia (hereinafter referred to as “NP”) is very pleased to submit this proposal to provide a civic monument to commemorate our founder Glenn Curtis in the 100 block of Curtiss Parkway in the City of Miami Springs. This monument will include the Glenn Curtis Memorial and the June Bug Legacy Memorial (hereinafter referred to as “GCM and JBLM”). I am truly excited for the chance to work with you to create an exceptional design for our amazing city to be unveiled at the 2026 Centennial Anniversary.. If you have any questions or require additional information, please do not hesitate to contact us.

Kind Regards,

Natalie Plasencia

SCOPE OF WORK

The scope of work shall be for the new Glenn Curtis Memorial, the June Bug Legacy Memorial and the relocation of the existing John Cavalier Clock Memorial (hereinafter referred to as JCCM) to be located at 100 Block of Curtis Parkway and at the entrance to Westward Drive, Miami Springs Fl.. The general project parameters are as follows:

- Master Planning
  - Site Plan for new GCM & JBLM
  - Site Plan for relocated JCCM on Westward Dr.
- Glenn Curtis Memorial
  - Life size bronze statue of Glenn Curtis on a concrete plinth
  - 3' x 3' x 4' reinforced concrete plinth and foundation[3]
  - Structural Engineering
  - New lighting [5]
- June Bug Legacy Memorial
  - Life size (42'-6") June Bug Wings in aluminum, stainless steel and brass
  - ADA Sloped/ elevated concrete floor for JBLM [3]
  - Structural Engineering
  - Historical plaques & graphics depicting Curtis' achievements/ milestones
  - New sidewalks connecting Veterans Memorial and GCM [4]
  - New lighting[5]
- John Cavalier Clock
  - Design of new base and foundation of existing clock[2]
  - Structural Engineering
  - New sidewalk extending to and around new JCCM location[4]
  - Relocation of existing JCCM plaque[2,6]
  - New lighting[5]
- Estimated Construction Cost
  - Current budget $213,000 (see Exhibit "A")

Notes:

1. Master Plan includes annotated location of memorials, JCCM and plaque, sidewalks, lighting, elevation heights, material specification, landscape specifications/notes and reference details;

2. All design and structural engineering requirements for the new GCM/JBLM/JCCM is included in this proposal;
3. Concrete foundations, plinths and JBLM slab are by others;
4. All concrete sidewalks are by others;
5. All lighting is by others;
6. Relocation of existing JCCM and plaque is by others;
7. All demolition of existing sidewalks is by others;
8. Any relocation of existing utilities(if any) is by others;
9. All material scope of work not provided under this proposal shall be bid to the public;

A professional affiliation has been established with **R.U.N. Bronze Foundry**, in which all bronze work will be created and subcontracted along with consultation and studio space; **Bliss & Nyitray, Inc** , Structural Engineers and **Atlantic Models**.

This proposal is for professional services consisting of the following phases:

Sculpture and Design/Engineering Phases

(1) Master Planning/ Schematic Design/ City Approvals
(2) Initial Sculpting & Design Development Design
(3) Scanning / 3D Printing / Final Sculpting
(4) Construction Documents
(5) Wax Molds / Bronze Pour / Petina
(6) Permitting/Bidding Support
(7) Construction Administration
(8) Bronze Statue & Historical Plaques Installation

Commencement
Upon execution of this proposal and receipt of the commencement fee, Client shall provide all information pertinent to this site and project in digital format. This information is required prior to the commencement of work. NP will rely on the accuracy of such in executing the tasks associated with our professional services and is not responsible for any inaccuracy or omission of work/ information provided by the Client. This information shall include:

- Recent survey with existing buildings, trees, elevation heights, site boundaries, etc. in digital format (".dwg" file type)
- Engineering studies and other studies previously commissioned such as soil borings, existing electrical, plumbing or other utilities in the proposed area, if applicable

This commencement period allows us time and funding to organize the team and prepare for the delivery schedule. After assembling and analyzing the information provided, NP shall kick-off the project by meeting with Client to review the programmatic requirements and other considerations relevant to the intent, purpose and budget allocated for the project.

PHASES

(01) Master Planning / Schematic Design / City Approvals

NP proposes to explore site planning options in an effort to comprehend the maximum potential of this civil monument as well as the essential programmatic needs for the project. NP will begin to develop floor plans and elevations of the proposed statue and overall project. NP's work product shall be designed as-of-right consistent with the applicable municipal zoning regulations in place at the time of commencement of services. Client will be able to experience the design options in 3D and appreciate the quality of spaces, proportions and views. NP shall also begin to explore possibilities of materiality, inside and out.

Finally, NP shall prepare a schematic design package and make a formal presentation to the City Council for approval. Over the course of this phase, NP anticipates meetings with the Mayor, Councilmen, relevant City Committees, Historical Society and residents to review the progress and to receive feedback on the proposed design direction. At the end of this phase, NP and the Client will agree on a fixed program and budget that is compatible with the scope of work. Once approved by the City Council, NP shall proceed with the next phase.

1.1 Master Planning/ Schematic Design/ City Approvals Deliverables
- Kick-off meetings
- Master Plan/ Site Plan
- In-house 3D views and animation

- Schematic floor plans and elevations
- Schematic Design Proposal presentation to City Council

(02) Initial Drawing & Sculpting / Design Development

Once City Council has approved the design, the schedule and estimated budget, NP will proceed with the initial drawings and sculpting of the Glenn Curtis statue. The drawings, sketches and small scale sculpture will begin to define the proper physical appearance, character and spirit of Glenn Curtis. During this phase the June Bug Legacy Memorial will be further developed. NP will further develop the plans, section and elevations and explore spatial relationships, materiality, composition, proportion, etc. NP shall also coordinate with the Structural engineer to begin planning all engineering systems. As part of this phase, NP shall begin to identify and depict materials, color palettes and details.

2.1 Initial Drawing & Sculpting/ Design Development Deliverables
- Drawings, sketches of Glenn Curtis
- Small scale clay model of Glenn Curtis
- Refined site plan(s), floor plans, elevations and sections of plinth and June Bug Memorial
- Coordination with consultants
- Investigate materials and finishes

(03) Scanning / 3D Printing / Final Sculpting

Once the NP has developed the overall direction and character of the Glen Curtis statue, the clay model shall be scanned and 3D printed to its final life size scale. Once printed at its final scale all detail and textures will continue to be added/ sculpted in clay to complete and fully represent the spirit of the times and essence of the person. At this time the client is invited to visit the foundry and experience the life size statue before it moves into the final production phases of wax molds, bronze casting, assembly and patina.

3.1 Scanning/ 3D Printing/ Final Sculpting Deliverables
- Scan of original clay model
- 3D printing of life size statue in plastic, foam or other
- Comprehensive and final sculpting

(04) Construction Documents

NP/BNI basic services shall include preparation of CAD plans suitable for submittal to the municipality and applicable authorities having jurisdiction over the project for building, planning and/or zoning approvals. These same plans shall be utilized for bidding purposes and ultimately for construction phase. These documents shall include floor plans, elevations, sections, structural details and specifications as well as finish specifications, historical plaque specifications, lighting details.

4.1 Construction Documents Deliverables
- Comprehensive set of bidding, permitting and construction documents
- BNI shall act as the EOR for the GCM/JBLM and JCCM

(05) Wax Positive / Ceramic Shell / Bronze Casting / Patina

During the course of this phase the bronze foundry creates wax positives, followed by a ceramic shell and culminating in the bronze casting of all the various sections. The final phase consists of assembly of the bronze casts, integration/coordination of structural connection(to concrete plinth, or other) and patina. NP overseas and inspects this entire production to ensure that the product retains the desired design intent and

quality.

5.1 Wax Molds/ Bronze Pour/ Patina Deliverables
- Finished bronze sculpture ready to install

(06) Permitting / Bidding Support / JBLM Fabrication

During permitting, NP/BNI will submit permit documents to the City of Miami Springs Building Department for the GCM, JBLM and the JCCM. NP/BNI will respond /make corrections to any Building Dept. comments in a timely manner until a permit is issued. NP/BNI will simultaneously issue bidding documents for competitive bidding. The call for bids shall be initiated by the client, City of Miami Springs. NP/BNI will assist in answering Requests for Information (RFIs), providing clarifications, as necessary and participate in final bid review. Once permits have been issued and a construction bid has been awarded, the JBLM can be released for fabrication.

6.1 Permitting/Bidding Support/ JBLM Fabrication Deliverables
- Assist in resolution of comments/ questions by government agencies
- Provide input to answer questions for bidders
- Begin JBLM fabrication

(07) Construction Administration

NP/BNI shall visit and inspect the site at key milestones during construction, meet with Client's Representative and/or General Contractor to review construction process and quality in an effort to verify that it is being built according to the approved set of drawings and to ensure that all design intent is being interpreted correctly in its implementation. NP/BNI shall also review builder's pay requests and RFI's.

7.1 Construction Administration Review Deliverables
- Issue written clarifications and sketch clarifications to RFIs
- Site visits, as needed
- Pay request reviews

(08) Bronze Statue & Historical Plaques Installation

This is the last and final phase of construction. NP and team shall deliver and install the finished bronze statue onto the concrete plinth. At this time the historical plaques will also be installed/ fastened to the JBLM.

8.1 Bronze Statue & Historical Plaques Deliverables
- Delivery and installation

COMPENSATION
Compensation for all of the above scope of work is based on a lump sum of **$130,000**. Based on the scope of services per phase, compensation and schedule is as follows:

Project Phases	Compensation	Schedule
Master Plan/Schematic Design/ City Approvals		Compl. June 9, 2025
Commencement	$19,500	Aug. 4, 2025
Initial Sculpting / Design Development		Aug. 4, 2025
Scanning/ 3D Print / Final Sculpting	$10,000	Aug. 4, 2025
Wax Positive/ Ceramic Shell/ Bronze Casting/Patina	$35,500	Oct. 27, 2025
Construction Documents	$10,000	Nov. 1, 2025
Permitting/ Bidding Support/ JBLM Fabrication	$25,000	Jan. 15, 2026
Construction Administration		TBD
Bronze Statue & Historical Plaques Installation	$30,000	July 31, 2026
TOTAL FEE	**$130,000**	

A commencement fee of $19,500 is required prior to commencing work. The commencement fee will serve to purchase material, services and consultant retainers and is non-refundable. The Client agrees to pay invoices within fifteen (15) days of receipt. Any invoice amounts remaining unpaid after thirty (30) days of receipt will be charged daily interest calculated at an annual rate of 8% until paid.

Fees listed are not inclusive of reimbursable expenses and will be subject to the reimbursable and travel expense conditions detailed below.

Actual durations may fluctuate. NP shall submit invoices consistent with the percentage completion of each respective phase, regardless of duration.

Reimbursable & Travel Expenses

Reimbursable expenses include, but are not limited to, plots and reproduction (for documents exceeding 8.5”x11” in size), postage, courier charges, travel expenses, business-class airfare, lodging, and permit fees. Any requested professional renderings and/or animations shall be produced by a third-party, considered a reimbursable expense, and pre-approved by the Client.

Additional Services

Additional services include work provided beyond the scope of this agreement, including, but not limited to,

revisions to work resulting from changes in program after work product of each phase has been accepted by the Client; as-built drawings reflecting contractor's and/or Client's changes; revisions reflecting contractor change orders; etc. Additional services may be performed either hourly, or at a mutually agreed upon fixed sum.

ACCEPTANCE

If you agree to this proposal, please accept where indicated below. Thank you for the opportunity to present this proposal for our services. We are delighted at the prospect of working with you on this very important project.

Agreed:

_____	_____
Natalie Plasencia	City of Miami Springs
Natalie Plasencia, Fine Art	**Client**

EXHIBIT "A"

Glenn Curtiss Memorial/June Bug Legacy Memorial Fees & Cost Estimate

Phase/Item	Phase/Item	Phase/Item	Phase/Item
I.			
	Bronze Statue (Incl. $10,000 artist fee donation)		***$80,000**
1	Initial Sculpting/Full Size work in Wax	NP	Included
2	Completed Bronze work Installed	NP	Included
	Statue/Clock Plinth Engineering		***$10,000**
5	Statue Plinth/Foundation Design & Engineering	NP/BNI	Included
6	John A. Cavalier Jr Memorial Clock Foundation Eng.	BNI	Included
7	Permitting/ Construction Admin.	BNI	Included
	Statue Plinth and Foundation		**$15,000**
8	Statue Plinth & Foundation	CMS/Others	$15,000
	Other		**$20,000**
9	Remove/Relocation of the John A. Cavalier Jr. Memorial Clock	CMS/Others	$5,000
10	Cavalier Clock Foundation		$5,000
11	Westward Side walks, lighting, landscape	CMS	$10,000
	Total		**$137,000**
II.			
	June Bug Legacy Memorial		**88,000**
12	Aluminum, Stainless Stl., Tension Cable Exhibition Wing	NP	*$25,000
13	Historical Plaques & Graphics (12-18 stations)	Atlantic Models	*$15,000
14	Memorial Concrete Floor	CMS/ Others	$20,000
15	Sidewalks	CMS	$23,000
16	Lighting/ Landscape	CMS	$5,000
	Grand Total		**$213,000**

NP	Natalie Plasencia, Artist	BNI	Paul Zilio, Structural Engineer
CMS	City of Miami Springs	AM	Atlantic Models

* Indicates cost has been verified at time of this proposal. All costs set forth in this proposal are subject to changes in market pricing for materials, labor and transportation.

AGENDA MEMORANDUM

Meeting Date: August 11, 2025

To: The Honorable Mayor and City Council

Via:

From: Tammy Key, Senior Center Manager

Subject: **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of One Chevrolet ARBOC Spirit Of Freedom Cutaway Minibus Vehicle From Model 1 Commercial Vehicles, Inc. In An Amount Not To Exceed $156,503 Utilizing The Terms And Conditions Of The Florida Department Of Transportation (FDOT) Contract No. TRIPS-22-CA-MB-LF-MODEL1 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Implementation; And Providing For An Effective Date.

Recommendation:
Staff recommends that Council approves a PO covering the full amount of the purchase price ($156,503.00) of the FDOT 5310 Grant awarded bus as required by FDOT in accordance with their ordering process.

Discussion/Analysis:
This good faith PO will allow Model 1 Commercial Vehicles, an approved FDOT vendor, to release the bus to the Hialeah Miami Springs Rotary who will, in accordance with our agreement, release the bus to the City for use at the Miami Springs Adult Community Center.

FDOT 5310 grant funds will be released to the Hialeah Miami Springs Rotary who will in turn release these funds to the City as agreed. The grant award is $174,776, of this amount $139820.00 is Federally funded, $17477.00 is funded by the State and $17, 477 is covered by The City. The price of the bus has decreased to $156503 so any difference in cost will be returned to FDOT.

Funding:
The actual cost to the City will be the 10% match of $15650.30

RESOLUTION NO. 2025-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF ONE CHEVROLET ARBOC SPIRIT OF FREEDOM CUTAWAY MINIBUS VEHICLE FROM MODEL 1 COMMERCIAL VEHICLES, INC. IN AN AMOUNT NOT TO EXCEED $156,503 UTILIZING THE TERMS AND CONDITIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) CONTRACT NO. TRIPS-22-CA-MB-LF-MODEL1 PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 15, 2010, the City of Miami Springs (the "City") entered into a Transportation Services Agreement with the Hialeah-Miami Springs Rotary Charitable Foundation, Inc. (the "Rotary") to provide transportation services for the City's senior citizens (the "Services"); and

WHEREAS, pursuant to the Agreement with the Rotary, the City receives grant funding awarded to the Rotary by the Florida Department of Transportation (FDOT") for the provision of the Services; and

WHEREAS, the City desires to purchase one Chevrolet Arboc Spirit of Freedom Cutaway Minibus Vehicle (the "Vehicle") to replace the City's existing vehicle that has reached the end of its useful lifecycle and facilitate the continued provision of the Services; and

WHEREAS, the type of purchase contemplated by the City has been competitively bid by FDOT, which has entered into Contract No. TRIPS-22-CA-MB-LF-MODEL1 (the "FDOT Contract") with Model 1 Commercial Vehicles, Inc. (the "Vendor"), which local governments statewide may utilize for their own benefit; and

WHEREAS, in accordance with Section 31-11(E)(5) of the City's Code of Ordinances, the City Council seeks to approve the purchase of the Vehicle from the Vendor in an amount not to exceed $156,503.00, consistent with the FDOT Contract and the Vendor's quote, attached hereto as Exhibit "A" (the "Quote"), as the pricing offered pursuant to the FDOT Contract is in the City's best interest; and

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

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

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

Section 2. Approval. That pursuant to Section 31-11(E)(5) of the City Code, the City Council hereby approves of the purchase of the Vehicle from the Vendor and the expenditure of budgeted funds in an amount not to exceed $156,503.00, consistent with the FDOT Contract and the Vendor's Quote attached hereto as Exhibit "A".

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

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

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

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

PASSED AND ADOPTED this ___ day of _____, 2025.

_____
MARIA PUENTE MITCHELL
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

Model 1 Commercial Vehicles, Inc.

REPRESENTING

Forest River & ARBOC

ORDER PACKET

Contract #TRIPS-22-CA-MB-LF-Model1 Standard Cutaway and Minibus Chassis Type Transit Vehicles

Effective: Date of Contract Execution

CONTRACT #TRIPS-22-CA-MB-LF-Model1

ORDER PACKET FOR
Model 1 Commercial Vehicles, Inc.

General Information

The Transit Research Inspection Procurement Services Program (TRIPS) issued Proposal #TRIPS-22-CA-MB-LF-RFP to establish a series of state contracts for the purchase of cutaways, minibuses, and low floor cutaway vehicles. Through this process contracts were awarded to five (5) different Contractors, each representing a vehicle manufacturer.

This Order Packet contains the necessary instructions and forms for Purchasers to place an order with Model 1 Commercial Vehicles, Inc. to purchase these vehicles. This Order Packet also provides guidance and clarity on the relationships between the Contractor, the Purchaser, and Florida DOT's TRIPS program.

The complete Contract #TRIPS-22-CA-MB-LF-Model1 is accessible from the TRIPS website at http://tripsflorida.org and contains the following sections:

- **General Requirements:** Terms, Conditions and Contractual Provisions
- **Exhibit 1 - Part 1:** Technical Specifications
- **Exhibit 1 - Part 2:** Quality Assurance Provisions
- **Exhibit 1 - Part 3:** Warranty Provisions
- **Exhibit 1 - Part 4:** Paint Schemes
- **Exhibit 1 - Part 5:** Point of Clarifications
- **Exhibit 2:** Florida Administrative Code, Chapter 14-90
- **Exhibit 3:** Federal Clauses for FTA-Assisted Contracts
- **Exhibit 4**: Required Forms
- **Exhibit 5:** FDOT District Offices
- **Exhibit 6:** Vehicle Delivery Checklist
- **Exhibit 7:** Second Stage Price Escalation/De-Escalation Formula
- **Exhibit 8**: Order Packets with Pricing
- **Exhibit 9:** Order Concurrence Form

For further information on the TRIPS program and Contract #TRIPS-22-CA-MB-LF-Model1, please contact either Tina Roberts (904-704-1633) or Lazara Stinnette (813-974-0695) at the University of South Florida, Center for Urban Transportation Research (CUTR).

Vendor Information

To place an order for a vehicle under Contract #TRIPS-22-CA-MB-LF-Model1, contact the following person at Model 1 Commercial Vehicles, Inc.

Address: Model 1 Commercial Vehicles, Inc.
8600 Atlantic Blvd
Jacksonville, FL 32211

Contact Person: Les Burres
Telephone: 904-537-7710
Email: lburres@model1.com

Procedures for Ordering

The following sections provide guidance to be used by the Contractor and the Purchasers in the ordering, delivery, acceptance and payment for vehicles procured under this contract. All parties are advised to fully review the full contract document available on the TRIPS website. Contract #TRIPS-22-CA-MB-LF-Model1 will be the governing document.

Purchasers should understand that each order placed with and acknowledged by Model 1 Commercial Vehicles, Inc. constitutes a contract between the Purchaser and Model 1 Commercial Vehicles, Inc. only. The contract implies no duties or responsibilities by the University of South Florida, Center for Urban Transportation Research, or the Florida Department of Transportation. The terms and conditions of this contract are to be administered and enforced by and between the Purchaser and the Contractor.

Purchasers must utilize the order forms in this Order Packet to place their orders. Purchasers are encouraged to contact and work closely with Model 1 Commercial Vehicles, Inc. in finalizing their orders, to fully understand the options available, to select the floor plans and seating selections, the paint schemes, and any special options or conditions that may impact the final order and purchase price. Please submit a separate order form for each type of vehicle ordered.

Detailed instructions for completing the order form can be found here:
https://tripsflorida.org/docs/order_form_instructions.pdf

Most agencies already have an idea on the type and number of seats and wheelchair positions needed to meet their floor plan requirements. Purchasers should work closely with Model 1 Commercial Vehicles, Inc. to develop and finalize their floor layout plans. Based upon this consultation, Model 1 Commercial Vehicles, Inc. will develop a proposed floor plan based on the Purchaser's needs and transmit a copy of the plan to the Purchaser for verification and approval.

The Order Packet also includes illustrations of the basic vehicle paint schemes and a description of the available options to assist the Purchaser in completing their orders.

Included in this Order Packet are the following forms and information:

- Order Form that provides:
  - Base vehicle prices
  - Unit seating and wheelchair station prices
  - Paint scheme options and prices
  - Individual options and prices
- Description of Options
- Available Paint Schemes

Please submit a separate order form for each type vehicle ordered. After determining the length of bus, floor plan, paint scheme and desired individual options, complete the order form by inserting the quantity for each line item. The order form is set up to automatically calculate totals and grand totals. The grand total will be the figure used on the Purchaser's purchase order.

For all vehicle purchases NOT funded in part by the FTA Section 5310, 5311, or 5339 grant program, the Purchaser deals directly with Model 1 Commercial Vehicles, Inc. Once the details of the order are finalized, the Purchaser's purchase order must accompany all orders.

For all vehicle purchases funded in part by the FTA Section 5310, 5311, or 5339 grant program, a copy of the completed order form and the Purchaser purchase order for the total cost payable to Model 1 Commercial Vehicles, Inc. must be emailed with the order form , or mailed to the TRIPS Assistant Program Manager:

Ms. Lazara Stinnette
TRIPS Assistant Program Manager USF-CUTR
4202 E. Fowler Avenue – ENG 030 Tampa, Florida 33620
Telephone: 813.974.0695
Email: lstinnette@usf.edu

The TRIPS Assistant Program Manager will verify the order accuracy, and forward the order request to Tallahassee for the FDOT review and PTGA process. When the FDOT PTGA is fully executed, the TRIPS Assistant Program Manager will place the order with Model 1 Commercial Vehicles, Inc. and notify the Purchaser of its status.

Model 1 Commercial Vehicles, Inc. will provide written confirmation to the Purchaser and/or CUTR of the receipt of the order within seventy-two (72) hours of receiving the order with the agency purchase order. At a minimum, the acknowledgement of the order will contain:

1. The Purchaser's purchase order number
2. The date the order was received
3. The date the order was placed with the manufacturer
4. The production and VIN number when available
5. The estimated delivery date (when available)

DELIVERY

Delivery of vehicles will be agreed upon during the completion of the Order Packet ("Exhibit 8") and documented on the Order Concurrence Form ("Exhibit 9"). The Contractor and the Purchaser will digitally sign the Order Concurrence Form and upon full approval, it will then become an Attachment to the Purchaser's purchase order and shall be binding under this Contract.

In the event of delay in completion of the delivery of vehicles beyond the date specified in the contract, in addition to any granted extensions agreed to in writing by the Purchaser, the Purchaser may assess as liquidated damages, twenty-five dollars ($25.00) per calendar day per vehicle.

Each vehicle purchased through the TRIPS shall be routed to the FDOT's Springhill Inspection Facility, located in Tallahassee, Florida, for an inspection prior to delivery to Model 1 Commercial Vehicles, Inc.

Model 1 Commercial Vehicles, Inc. should ensure that all noted write-ups are corrected prior to final delivery to the Purchaser. This inspection by the TRIPS is not represented as being "all inclusive" and in no way relieves the dealer from the required Pre-Delivery Inspection (PDI).

Prior to the vehicle(s) being delivered, Model 1 Commercial Vehicles, Inc. must perform a PDI. Upon completion of a PDI, Model 1 Commercial Vehicles, Inc.will be required to deliver the vehicles to the Purchaser. The dealer shall notify both the Purchaser and the FDOT District Office a minimum of 48 hours in advance to arrange a delivery time.

The vehicle shall be delivered with all Contractor/Manufacturer's quality control checklists including road test and final inspection (properly completed and signed by an authorized plant representative). Other documents/items required at delivery include:

- Copy of Manufacturer's Certificate of Origin
- Application for Certificate of Title
- Bill of Sale
- Warranty Papers (forms, policy, procedures)
- Maintenance Schedule
- Operators' manual
- Invoice (To include contract number, P.O. number, VIN#, and agency name)

FINAL ACCEPTANCE

Delivery of the vehicle(s) by Model 1 Commercial Vehicles, Inc. does not constitute acceptance by the Purchaser. The vehicle will be considered "accepted" upon passing the inspection and once the Purchaser accepts the vehicle in the vehicle DATACenter. Once accepted, the DATACenter will automatically issue a letter of acceptance to the Dealer and the CUTR staff.

The terms of the contract state that the Purchaser has ten (10) calendar days after receiving the vehicle(s) to perform a Post Delivery Inspection and issue either a "Letter of Acceptance" or a "Letter of Rejection" to Model 1 Commercial Vehicles, Inc. and the Florida DOT District Office contact. The "Letter of Rejection" will state and describe the areas to be found in noncompliance with the bid specifications, incompleteness, or any defective or damaged parts. Once accepted, the DATACenter will generate and issue a letter of acceptance to the Dealer and the CUTR staff.

A vehicle should be rejected if any items are missing, defective, altered, incorrect, or incomplete. In the event a vehicle(s) is delivered incomplete or contains any defective or damaged parts, the said parts will be removed and replaced by Model 1 Commercial Vehicles, Inc. New parts will be furnished and installed by Model 1 Commercial Vehicles, Inc. at no cost to the Purchaser. If there is work involved, warranty or otherwise, to repair or place the vehicle(s) in proper complete condition, such repairs will be made by an approved firm in accordance to the warranty provisions of the contract. Placing the vehicle(s) in revenue service will automatically constitute "acceptance". In such circumstances, a "Letter of Acceptance" should still be issue to Model 1 Commercial Vehicles, Inc. via the DATACenter. Acceptance of the vehicles shall not release the Contractor from liability for faulty workmanship or materials.

PAYMENT

For vehicles purchased without funding from the FTA Section 5310, 5311 or 5339 grant program, the Purchaser should complete all necessary paperwork and submit its request to process the Purchaser purchase order payment within five (5) days after the delivery and/or acceptance of the vehicle.

For all vehicles funded in part by the FTA Section 5310, 5311, and 5339 grant program, *the Purchaser should approve and process its purchase order to allow a check for the total amount to be sent to Model 1 Commercial Vehicles, Inc. for the total cost of the vehicle. The Purchaser will follow the FDOT PTGA process to request reimbursement for the FDOT share of cost.*

The total purchase price should be paid in full within sixty (60) days after acceptance of each vehicle. Purchasers should note that failure to meet the net 60-day payment terms could result in the assessment of interest and other penalties. Terms are those shown in Price Proposal Form E of the contract document. A 2% monthly service charge will be added to all past due accounts.

EXHIBIT 8

ORDER FORM

CONTRACT #TRIPS-22-CA-MB-LF-Model1

Standard Cutaway and Minibus Chassis Type Transit Vehicles

Model 1 Commercial Vehicles, Inc.

Contact Information	
Agency Name:	City of Miami Springs/Hialeah Miami Springs Rotary
Date:	7/17/2025
PO Number:	
Name:	Tammy Key
Telephone Number:	305-805-5160
Email Address:	keyt@miamisprings-fl.gov
Form Effective Date:	

Chassis Make	Chevrolet
Model	Arboc Spirit of Freedom
Vehicle Style	Cutaway
GVWR	14,200
Length in feet	24
Useful Life	5 Years/200,000 Miles

Description	Quantity	UOM	Unit Cost	Extended Cost
Chevrole, ARBOC Spirit of Freedom, Cutaway 24'	1	EA	$ 146,627.00	$ 146,627.00
Standard Seats	10	Per Person	$ 748.60	$ 7,486.00
Fold-Away Seats		Per Person	$ 891.10	$ -
Children's Seat		Per Person	$ 772.35	$ -
Paint Scheme 1		EA	$ 9,619.00	$ -
Paint Scheme 2		EA	$ 9,869.00	$ -
Paint Scheme 3		EA	$ 11,469.00	$ -

Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.1.2	Compressed Natural Gas (CNG) or Alternative Fuel Engine meeting current EPA requirements Size: 62GGE, Make: GAS-NG-F-7.3L, Manufacturer: GREEN ALTERNATIVE SYSTEMS		Per Vehicle	$ 39,750.00	$ -
3.2.1	MoRYde RSX rear suspension system		Per Vehicle	$ 1,119.00	$ -
3.2.3	Liquid Spring Suspension System		Per Vehicle	$ 12,150.00	$ -
3.3.2	Stainless steel wheel liners / inserts, front and rear wheels		Per Vehicle	$ 439.85	$ -
3.4.2	Freedman seat upholstery material provided by CMI Enterprises, or approved equal. Fabric to be CMI DIMENSIONS LATE EVENING, style VP-DIMEN-LEVEN or CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR or approved equal		EA	$ 63.00	$ -
3.4.3	Freedman Featherweight with Dimensions vinyl line of coated transit bus seating fabric with antimicrobial Nanocide, by CMI Enterprises, or approved equal. Fabric to be CMI DIMENSIONS LATE EVENING, style VP- DIMEN-LEVEN or CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR or approved equal		EA	$ 63.00	$ -
3.4.6	Upgrade interior side wall panels with Nanocide		EA	$ 406.00	$ -
3.4.7	Extend the length of the standard seat belts provided		EA	$ 44.00	$ -
3.5.1	USSC Evolution G2E with pedestal		EA	$ 1,938.00	$ -
3.5.3	Recaro Ergo LXS driver's seat		Per Vehicle	$ 1,719.00	$ -
3.7.1	Alternate slip resistant sheet vinyl flooring "UPGRADE FROM STANDARD GERFLOR TO ALTRO"		Per Vehicle	$ 785.00	$ -
3.8.1	Driver Safety Partition		Per Vehicle	$ 326.80	$ -

Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.9.1	Powder-Coated handrails and stanchions (provide color options) INCLUDES ENTRY, DRIVER STANCHION AND CEILING GRAB RAILS) (Ford Transit language missing)		EA	$ 1,095.00	$ -
3.11.1	Romeo Rim HELP bumper		Per Vehicle	$ 935.00	$ -
3.11.2	Hawkeye Reverse Assistance System		Per Vehicle	$ 1,985.00	$ -
3.11.3	Reverse camera and monitor backing system (OEM back- up camera is standard on minibus)		Per Vehicle	$ 438.00	$ -
3.12.1	Air purification system (VALEO UV)		Per Vehicle	$ 3,420.00	$ -
3.14.2	Q'straint QRT Max restraint system	2	Per Person	$ 1,195.00	$ 2,390.00
3.15.1	Fogmaker complete turn-key automatic fire suppression system. INCLUDED IN BASE BUS			Standard	
3.15.3	Kidde complete turn-key automatic fire suppression system		Per Vehicle	$ (895.00)	$ -
3.16.1	Hand-held and hands-free public address (PA) system (HAND-HELD ONLY)		EA	$ 344.00	$ -
3.21.3	Valeo Stand Alone UV light purifier (CBS TO INSTALL)		EA	$ 2,931.70	$ -
3.22.1	Rotating Hinge Side Barrier (E350, E450, Chevy 3500 and Chevy 4500)		EA	$ 1,262.55	$ -
3.22.3	Rear upper barrier		EA	$ 445.55	$ -
Other Available Options					
3.23.5	Passenger Stop Request-Yellow Pull Cord, w/chimes, Push buttons at WC positions		EA	$ 825.55	$ -
3.23.6	Sportworks 2 Bike Rack w/ deployment kit		EA	$ 2,778.75	$ -
3.23.7	Sportworks 2 Bike Rack Stainless Steel) w/ deployment kit		EA	$ 3,135.00	$ -
3.23.8	Freedman TDSS Tie Down System (Slide N Click)		EA	$ 94.00	$ -
3.23.9	Slide N Click Wall Storage (if foldaway seats are not on the bus)		EA	$ 44.00	$ -
3.23.10	Extra Set of Ignition Keys		EA	$ 219.00	$ -
3.23.12	Extra Spare tire (Chevy Cutaway)		EA	$ 456.00	$ -
3.23.13	Q'Straint Walker Securement		EA	$ 375.00	$ -
3.23.14	Fully encapsulated seat cushioning w/FTA Docket 90-A compliant vinyl upholstery (Option 13-559 - Flameblocker)		EA	$ 50.00	$ -
3.23.15	Hardwired SeatLink System (Price is based on 1 per double seat- multiply by number of seats on bus)		EA	$ 463.60	$ -
3.23.16	SeatLink Large Head Unit and Bracket		EA	$ 1,057.35	$ -
3.23.17	SeatLink Small Head Unit and Bracket		EA	$ 962.35	$ -
3.23.18	SeatLink Locking Cable		EA	$ 131.10	$ -
3.23.19	Full Body Paint		EA	$ 9,565.55	$ -
3.23.20	Valeo R47H5521 A/C System: 22047 Evaporator, 25055 Roof Mounted Condenser, TM 21 compressor w/ 4 year warranty		EA	$ 12,403.20	$ -
3.23.31	Fully automatic programable destination sign (Twin Vison Mobilite Front only)		EA	$ 2,744.00	$ -
3.23.32	Fully automatic programable destination sign (Twin Vison Mobilite Front and Side)		EA	$ 4,869.00	$ -
3.23.33	Fully automatic programable destination sign (Transign Destinator Front and Side)		EA	$ 5,244.00	$ -
3.23.34	Fully automatic programable destination sign (Hanover Front and Side)		EA	$ 5,869.00	$ -
3.23.35	Fully automatic programable destination sign		EA	$ 5,369.00	$ -
3.23.36	Fully automatic programable destination sign (Mobilite Front only)		EA	$ 3,869.00	$ -
3.23.37	Front and Side Smart Series 3 Amber destination signs		EA	$ 8,031.00	$ -
3.23.38	Front and Run Dash Sign Smart Series 3 White destination signs		EA	$ 9,656.00	$ -

Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.23.50	Dimpled Yellow LH Grab Rail		EA	$ 451.25	$ -
3.23.51	Dimpled Yellow RH Grab Rail		EA	$ 273.60	$ -
3.23.52	Dimpled Yellow Assist Handles on Entry Door		EA	$ 487.35	$ -
3.23.53	Dimpled Yellow Ceiling Grab Rails (2)		EA	$ 1,525.70	$ -
3.23.54	Dimpled Driver Stanchion w/ Modesty Panel		EA	$ 575.70	$ -
3.23.55	LH Entry Stanchion w/Grab Handle Yellow Powdercoat		EA	$ 59.85	$ -
3.23.56	RH Entry Stanchion w/Grab Handle Yellow Powdercoat		EA	$ 53.20	$ -
3.23.57	Ceiling Grab Rail (2) Yellow Powdercoat		EA	$ 677.35	$ -
3.23.58	Assist Handles on Entry Doors Yellow Powdercoat		EA	$ 65.55	$ -
3.23.59	Driver Stanchion Straight W/Modesty Panel & Plexiglass -Yellow Powdercoat (Ford)		EA	$ 385.70	$ -
3.23.60	TSI (2) Camera System with DVR		EA	$ 6,688.00	$ -
3.23.61	TSI (4) Camera System with DVR		EA	$ 8,456.00	$ -
3.23.62	TSI (6) Camera System with DVR		EA	$ 9,375.00	$ -
3.23.63	TSI (8) Camera System with DVR		EA	$ 10,469.00	$ -
3.23.64	Safety Vison (2) Camera System with DVR		EA	$ 2,480.00	$ -
3.23.65	Safety Vison (4) Camera System with DVR		EA	$ 4,756.00	$ -
3.23.66	Apollo (2) Camera System with DVR		EA	$ 6,044.00	$ -
3.23.67	Apollo (4) Camera System with DVR		EA	$ 6,938.00	$ -
3.23.68	Apollo (8) Camera System with DVR		EA	$ 9,244.00	$ -
3.23.71	Angel Trax (2) Camera System with DVR		EA	$ 2,888.00	$ -
3.23.72	Angel Trax (4) Camera System with DVR		EA	$ 3,800.00	$ -
3.23.73	Angel Trax (6) Camera System with DVR		EA	$ 5,063.00	$ -
3.23.74	Angel Trax (8) Camera System with DVR		EA	$ 5,850.00	$ -
3.23.75	Angel Trax (10) Camera System with DVR		EA	$ 7,194.00	$ -
3.23.76	Vinyl Graphics Scheme 1		EA	$ 2,494.00	$ -
3.23.77	Vinyl Graphics Scheme 2 and 3		EA	$ 1,244.00	$ -
				GRAND TOTAL	$ 156,503.00

RESOLUTION NO. 2025 – XXXX

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, CO-DESIGNATING THE PORTION OF PARK STREET BETWEEN WESTWARD DRIVE AND NAHKODA DRIVE AS "OFFICER DONALD E. MAZZONE WAY"; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") Council seeks to recognize and honor the late Officer Donald E. Mazzone, a legendary Miami Springs Motorman whose dedication and passion kept residents safe for more than 36 years; and

WHEREAS, Officer Mazzone began his law enforcement career in 1965 as a reserve officer with the Hialeah Police Department before joining the Miami Springs Police Department, where he served with distinction for over four decades, rising through the ranks from motorcycle officer to commander; and

WHEREAS, he was known for his unwavering commitment to public safety, his strong presence in the community, and the lasting respect he earned from both colleagues and residents; and

WHEREAS, even after more than 20 years in retirement, Officer Mazzone remained an admired and beloved figure in Miami Springs, a testament to the enduring impact of his service; and

WHEREAS, the City Council finds it proper and fitting to permanently honor Officer Mazzone by co-designating the portion of Park Street between Westward Drive and Nahkoda Drive as "Officer Donald E. Mazzone Way"; and

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

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

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

Section 2. Co-Designation. The City Council hereby approves the co-designation of the portion of Park Street between Westward Drive and Nahkoda Drive as "Officer Donald E. Mazzone Way", as shown on Exhibit "A" attached hereto.

Section 3. Authorization. The City Council authorizes the City Manager to take all actions necessary to implement this Resolution, including the placement of appropriate signage or markers along the designated area, subject to obtaining all required federal, state, and/or local approvals, as applicable.

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

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

Vice Mayor Jorge Santin	_____
Councilman Joseph Dion	_____
Councilman Orlando Lamas	_____
Councilman Fabian Perez-Crespo	_____
Mayor Dr. Walter Fajet	_____

PASSED AND ADOPTED this 11th day of August, 2025.

_____
DR. WALTER FAJET
MAYOR

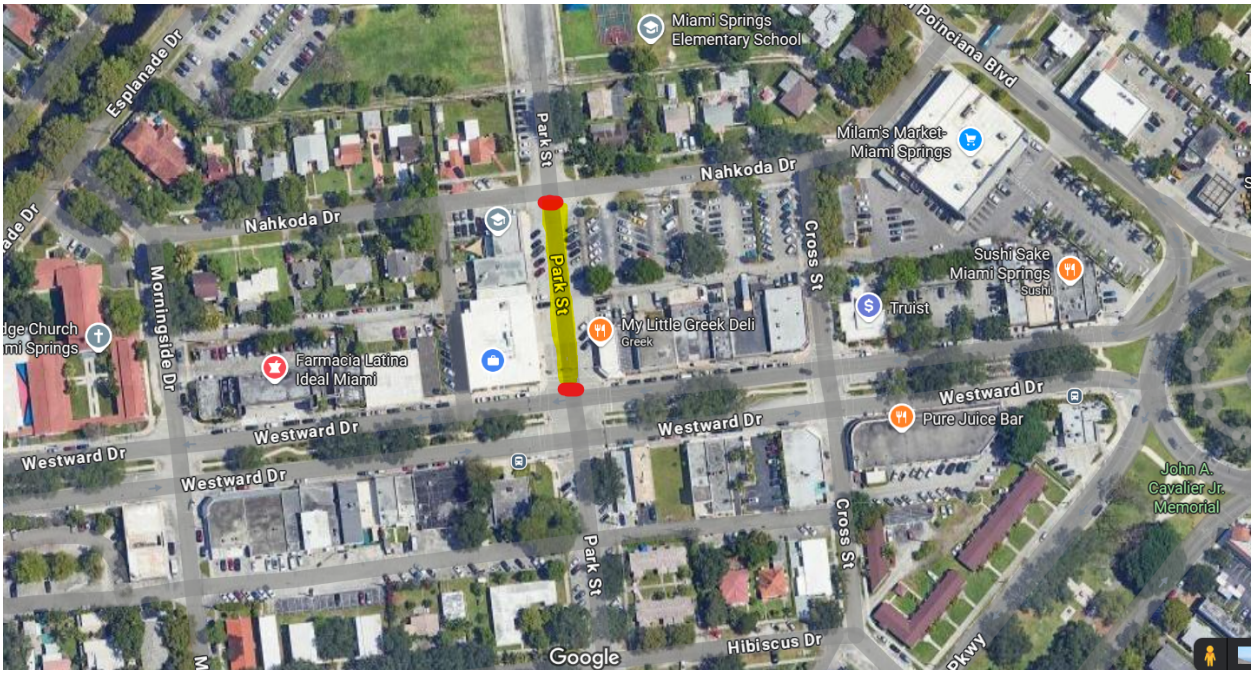
ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

Exhibit A


Miami Springs Elementary School
Esplanade Dr
Park St
Nahkoda Dr
Poinciana Blvd
Milam's Market - Miami Springs
Cross St
Sushi Sake Miami Springs
Sushi
Truist
My Little Greek Deli
Greek
Morningside Dr
Farmacia Latina Ideal Miami
Westward Dr
Pure Juice Bar
John A. Cavalier Jr. Memorial
Hibiscus Dr
Google

RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AMENDING RESOLUTION NO. 2022-4037 RELATING TO THE CENTENNIAL COMMITTEE TO PROVIDE FOR AN ALTERNATE MEMBER; APPOINTING AN ALTERNATE MEMBER; CONFIRMING ALL OTHER PROVISIONS OF RESOLUTION NO. 2022-4037; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2022, the City of Miami Springs (the "City") Council adopted Resolution No. 2022-4037 to establish an advisory committee to be known as the Centennial Committee to develop a vision for the City's centennial celebration, which vision may address potential activities, events, decorations, promotions, themes, and other preparations for the City's centennial; and

WHEREAS, pursuant to Resolution No. 2022-4037, the Committee is comprised of 5 voting members and 1 City Council Liaison, who shall be a non-voting member and the Mayor and each Councilmember shall appoint 1 individual to the Committee and shall designate the City Council Liaison to the Committee; and

WHEREAS, further, pursuant to Resolution No. 2022-4037, the Council may currently by motion or resolution appoint additional non-voting, at-large members to the Committee; and

WHEREAS, the Council wishes to amend Resolution No. 2022-4037 to authorize the Council to appoint an alternate member to the Committee by motion or resolution, pursuant to the terms set forth herein; and

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

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

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

Section 2. Amending Section 4 of Resolution No. 2022-4037. That Section 4 of Resolution No. 2022-4037 is amended as follows:[1]

Section 4. Terms and Composition of the Committee.

a. The Committee shall be comprised of 5 voting members and 1 City Council Liaison, who shall be a non-voting member. The Mayor and each Councilmember shall appoint 1 individual to the Committee and shall designate the City Council Liaison to the Committee. The Council may by motion or resolution appoint additional non-voting, at-large members to the Committee. Committee members shall be residents. However, non-residents, business owners, or business operators within the City may be appointed to the Committee as non-voting members.

b. Committee members shall be appointed for a term coinciding with the term of office of the appointing Mayor or Councilmember. Members may be reappointed.

c. Committee members shall serve at the pleasure of the City Council.

d. Committee members shall serve without compensation and shall not be reimbursed for travel, mileage, or per diem expenses.

e. Committee members shall not be City employees. Any member who becomes employed by the City during his or her term of office shall be deemed to have resigned as of the start date of his or her employment with the City.

f. In the event of the resignation or removal of any member of the Committee, the appointing Mayor or Councilmember shall appoint a person to fill the vacancy on the Committee for the unexpired portion of the term of the member vacating such office.

g. An additional member shall be appointed to the Committee and designated as the "alternate member," who shall be appointed by motion or resolution of the Mayor and Councilmembers. The alternate member shall be required to attend all Board meetings and shall be subject to the

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

same appointment, terms, and vacancy provisions as are regular members.

i. In the temporary absence or disability of a regular member, or in an instance where a regular member is otherwise disqualified to sit on a particular matter, the alternate member shall sit as a Committee member to obtain a full membership, or, as nearly as possible, a full membership. When so acting, the alternate member shall have full rights of participation and voting as regular members; their vote shall be deemed that of a member in reaching a decision on a matter.

ii. In instances where the alternate member is not sitting as a member, they shall have the right to participate in discussions and ask questions, but shall have no right to vote or make motions. When the alternate member has been required to sit as a member on a particular matter the alternate shall continue to sit as a Committee member through the disposition of the matter; and they shall not be replaced until the hearing on the matter is concluded.

Section 3. Appointment of Alternate Member. That the City Council hereby appoints Noelbys Gonzalez as the Alternate Member. The term of office for the Alternate Member shall be the same as the regular members, to wit: a term coinciding with the term of office of the Councilmembers.

Section 4. Confirmation and Ratification. All other provisions of Resolution No. 2022-4037 not otherwise amended are hereby confirmed and ratified.

Section 5. Authorization. The City Council authorizes the City Manager, the City Clerk, and the City Attorney to take all actions necessary to implement this Resolution.

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

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

Vice Mayor Jorge Santin	_____
Councilman Joseph Dion	_____
Councilman Orlando Lamas	_____
Councilman Fabian Perez-Crespo	_____
Mayor Dr. Walter Fajet	_____

PASSED AND ADOPTED this 11th day of August, 2025.

_____
DR. WALTER FAJET
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

AGENDA MEMORANDUM

Meeting Date: August 11, 2025

To: The Honorable Mayor Walter Fajet and Members of the City Council

Via: J.C. Jimenez, City Manager

From: Matthew Castillo, Chief of Police

Subject: Flock Safety Cameras – Real Time Crime Center

Recommendation: The Miami Springs Police Department respectfully recommends that the City Council authorize the issuance of a Purchase Order to Flock Safety and enter into an agreement for the acquisition of one (1) additional License Plate Recognition (LPR) camera from Flock Safety ($3000 per year), the acceptance of twelve (12) LPR cameras at no cost through the RedSpeed Camera Program, totaling thirteen (13) LPR locations across the City, the purchase of Flock Safety solar-powered video cameras for all thirteen (13) LPR locations, to be mounted directly on the LPR Locations ($500 per LPR per year= $6500 per year total), the purchase of ten (10) Solar Video dual lens 360° PTZ "Condor" Cameras to be placed strategically throughout the city at high-visibility/high-crime intersections and facilities, for an amount not to exceed $62,100 in Year 1 (inclusive of hardware, installation, and professional services) with a recurring annual service and support cost of $59,500 subsequent fiscal years, , recommending the waiver of the competitive bid process due to the proprietary nature of the Flock Safety platform and its exclusive partnership with RedSpeed, as funds are in the projected FY 25/26 Budget, pursuant to Section §31.11 (E)(g) of the City Code.

Discussion & Analysis:

The integration of LPR systems and solar-powered video cameras is a critical expansion of Miami Springs PD's technology-based crime prevention and public safety mission. Currently, Miami Springs benefits from 12 free LPR cameras through the RedSpeed program. Flock Safety is the exclusive LPR partner to RedSpeed, and the addition of one new LPR camera, along with live video capabilities on all 13, will complete our perimeter and major access point coverage.

In tandem, the Department is investing in ten (10) Solar Video 360° PTZ "Condor" Cameras, which provide 360° pan-tilt-zoom functionality, are solar-powered, and include real-time remote video access with 30-day recording retention. These systems will be deployed at critical infrastructure points, intersections, and city facilities. All camera systems will support 30-day video retention, real-time streaming, and full integration with the Miami Springs Police Department's Real-Time Crime Center (RTCC) under development.

Key highlights include that over 95% of vehicle-involved crimes are solved with the assistance of license plate recognition (LPR) technology, and adding live video to each LPR site enables dispatch and officers to respond immediately rather than retroactively. The Real-Time Crime Center (RTCC) will monitor these systems to support proactive policing, enhance officer safety, and improve investigative efficiency. Flock Safety is widely used by municipalities across Florida, including Coral Gables, Bay Harbor Islands, and Miami-Dade County, and has a proven track record of reducing crime and assisting in the rapid identification of suspects.

This request reflects a cost-effective investment in high-impact public safety technology that aligns with accreditation goals, strengthens Miami Springs' law enforcement infrastructure, and promotes operational transparency.

Fiscal Impact:

Description	Cost
13 Flock Safety Dual-Lens Solar Video Cameras	Included
1 Additional LPR Camera Purchase	Included
10 Condor Solar PTZ 360° Cameras	Included
Installation & Professional Services (Year 1)	**$62,100**
Annual Recurring Costs (Professional Services)	**$59,500**

Conclusion:

The Miami Springs Police Department recommends approval of this proposal to solidify our long-term commitment to using advanced technology for public safety and crime prevention. With Council authorization, we can move forward with the Flock Safety agreement and begin implementation in FY 25/26.

Let me know if you'd like this formatted as an official resolution, Council agenda item, or accompanied by a map of installation sites.

Submission Date and Time: 8/4/2025 6:50 PM

Submitted by:	Approved by (sign as applicable):	Funding:
Department: Police Department	**Dept. Head:**	**Dept./ Desc.:** Machinery and Equipment
Prepared by: Ariadna Quintana	**Procurement:**	**Account No.:** 001-2001-521.64-00
Attachments: ☒ Yes ☐ No	**Asst. City Mgr.:**	**Additional Funding:** N/A
Budgeted/Funded ☒ Yes ☐ No	**City Manager:**	**Current Request: $**
		FY25/26 Request: $ 62,100.00
		Total vendor amount: $ 121,600.00

RESOLUTION NO. 2025-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE FLOCK GROUP, INC. FOR SECURITY CAMERA SURVEILLANCE SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") Police Department desires security camera surveillance services, including the installation of ten solar video cameras and the provision of related hardware and software products (the "Services") to facilitate the Police Department's day-to-day operations; and

WHEREAS, the Flock Group, Inc. (the "Consultant") has provided the City with a Proposal for the Services in an amount not to exceed $62,100 for the first year and $59,500 annually thereafter, which Proposal is attached hereto as Exhibit "A" (the "Proposal"); and

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

WHEREAS, the City Council desires to authorize the City Manager to negotiate and execute an agreement with the Consultant for the Services consistent with the Proposal attached hereto as Exhibit "A" in an amount not to exceed $62,100 for the first year and in an amount not to exceed budgeted funds in future fiscal years pursuant to Section 31-11(E)(6)(g) of the City Code; and

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

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

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

Section 2. Authorization. That the City Council hereby authorizes the City Manager to negotiate and execute an agreement with the Consultant for the Services consistent with the Proposal attached hereto as Exhibit "A" in an amount not to exceed $62,100 for the first year and in an amount not to exceed budgeted funds in future fiscal years, subject to approval by the City Attorney as to form, content, and legal sufficiency.

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

Section 4. Implementation. That the City Manager is authorized to issue and execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form and legality, and to take any action that is reasonably necessary to implement the purpose of this Resolution.

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

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

Mayor Dr. Walter Fajet	_____
Vice Mayor Jorge Santin	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Joseph Dion	_____
Councilmember Orlando Lamas	_____

PASSED AND ADOPTED this __ day of August, 2025.

_____
DR. WALTER FAJET
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

Flock Safety + FL - Miami Springs PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jake Downs
jake.downs@flocksafety.com
5854146554

flock safety

EXHIBIT A

ORDER FORM

Customer:	FL - Miami Springs PD	Initial Term:	24 Months
Legal Entity Name:	FL - Miami Springs PD	Renewal Term:	24 Months
Accounts Payable Email:	mcastillo@mspd.us	Payment Terms:	Net 30
Address:	201 Westward Dr Miami Springs, Florida 33166	Billing Frequency:	Annual Plan - Invoiced at First Camera Validation.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$59,500.00**
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	1	Included
Flock Safety Video Products			
Solar Video Camera PTZ, fka Condor	Included	10	Included
Solar Video Camera, fka Condor	Included	13	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Video Camera Professional Services - Standard Implementation Fee	$0.00	10	$0.00
Professional Services - Standard Implementation Fee	$650.00	1	$650.00
Professional Services - Existing Infrastructure Implementation Fee	$150.00	13	$1,950.00

Subtotal Year 1:	$62,100.00
Annual Recurring Subtotal:	$59,500.00
Discounts:	$7,500.00
Estimated Tax:	$0.00
Contract Total:	$121,600.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At First Camera Validation	$62,100.00
Annual Recurring after Year 1	$59,500.00
Contract Total	$121,600.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$0.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$7,500.00

Product and Services Description

Flock Safety Platform Items	Product Description
Solar Video Camera PTZ, fka Condor	Solar-powered PTZ camera with dual lenses.
Video Camera Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Solar Video Camera, fka Condor	Law enforcement grade solar-powered video fixed camera addition to existing LPR install
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/terms-and-conditions**.**

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: FL - Miami Springs PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

AGENDA MEMORANDUM

Meeting Date: August 11, 2025

To: The Honorable Mayor Walter Fajet and Members of the City Council

Via: J.C. Jimenez, City Manager

From: Matthew Castillo, Chief of Police

Subject: Lease Agreement with Enterprise Fleet Management for Police Department Vehicles

Recommendation: Recommendation by the Police Department that Council authorize the issuance of a Purchase Order to Enterprise Leasing Company of Florida, LLC, waive competitive bidding, and enter into a lease agreement for the purpose of obtaining fourteen (14) police vehicles for the Miami Springs Police Department, as parts and supplies are required for City of Miami Springs Police Administrative, Undercover, and Patrol Vehicle Fleet, in the yearly amount of $139,740.72 until vehicles are returned to the leasing program, as funds are in the projected FY 25/26 Budget, pursuant to Section §31.11 (E)(g) of the City Code.

Discussion/Analysis: The Miami Springs Police Department currently operates a fleet of unmarked administrative and undercover vehicles alongside marked patrol vehicles, many of which have exceeded 10 years in service and are no longer cost-effective to maintain. These aging vehicles have increasingly required repairs and are no longer suitable for the performance, safety, and operational demands of law enforcement duties. Furthermore, the department is currently experiencing a shortage of operational vehicles relative to the number of officers, as several units have been decommissioned due to age and mechanical failure. To address this issue, the Police Department is proposing to lease fourteen (14) new, vehicles through Enterprise Fleet Management; twelve (12) unmarked Administrative and undercover vehicles and two (2) marked patrol vehicles. These vehicles will serve in administrative roles, undercover operations for the Detective Bureau, and for patrol use. Leasing provides a cost-effective and scalable alternative for a smaller police department like Miami Springs. Unlike purchasing, which requires large upfront capital and long-term vehicle retention, leasing allows the department to manage expenses more predictably, maintain a modern and efficient fleet, and avoid the financial strain of replacing multiple vehicles at once. Staff believes it is in the best interest that the City Council approve the issuance of a Purchase Order to Enterprise Leasing Company of Florida, as the leasing program also enables the City to rotate vehicles out of service before they reach the end of their useful life, helping to avoid the escalating maintenance and repair costs commonly associated with aging fleet vehicles. Enterprise Fleet Management acquires vehicles directly from manufacturers, which helps reduce additional fees and markups typically associated with traditional procurement channels—resulting in overall cost savings for the City.

Submission Date and Time: 8/4/2025 6:55 PM

Submitted by:	Approved by (sign as applicable):	Funding:
Department: Police Department	**Dept. Head:**	**Dept./ Desc.:** Police Vehicles
Prepared by: Ariadna Quintana	**Procurement:**	**Account No.:** 001-2001-521.65-00
Attachments: ☒ Yes ☐ No	**Asst. City Mgr.:**	**Additional Funding:** N/A
Budgeted/Funded ☒ Yes ☐ No	**City Manager:**	**Current Request: $**
		FY25/26 Request: $ 139,740.72
		Total vendor amount: $ 139,740.72

RESOLUTION NO. 2025-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AGREEMENTS WITH ENTERPRISE FLEET MANAGEMENT, INC. AND OTHER ENTERPRISE ENTITIES FOR LONG-TERM POLICE VEHICLE LEASING SERVICES; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") Police Department (the "Department") is in need of long-term police vehicle leasing services (the "Services") to facilitate the use of undercover, marked, and, unmarked police vehicles as part of the Department's vehicle fleet, which vehicles are necessary to protect the safety of the City's residents and visitors and facilitate the provision of the Department's day-to-day operations; and

WHEREAS, Enterprise Fleet Management, Inc. ("EFM") and certain Enterprise Entities (as defined in the Agreement to Sell Customer Vehicles attached hereto and incorporated herein) (collectively, the "Enterprise Entities") provided a proposal to the City for the Services in the amount of $139,740.72 for fiscal year 2025-26, consistent with the Master Equity Lease Agreement, corresponding Equity Lease Menu Pricing schedule, Consignment Auction Agreement, and Agreement to Sell Customer Vehicles (collectively, the "Lease Agreement") attached hereto as Composite Exhibit "A"; and

WHEREAS, the City Manager recommends and the City Council agrees to waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code and approve the Lease Agreement as being in the best interest of the City; and

WHEREAS, the City Council desires to approve the Lease Agreement and authorize the City Manager to execute the Lease Agreement in substantially the form attached hereto as Composite Exhibit "A" in an amount not to exceed $139,740.72 for fiscal year 2025-26 and budgeted funds in future fiscal years; and

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

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

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

Section 2. Approval. That the City Council hereby approves the Lease Agreement for the Services in substantially the form attached hereto as Composite Exhibit "A."

Section 3. Authorization. That the City Council hereby authorizes the City Manager to execute the Lease Agreement with the Enterprise Entities for the Services in substantially the form attached hereto as Composite Exhibit "A" in an amount not to exceed $139,740.72 for fiscal year 2025-26 and budgeted funds in future fiscal years, subject to approval by the City Attorney as to form, content, and legal sufficiency.

Section 4. Waiver. That the City Council hereby waives the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the Services consistent with the Lease Agreement.

Section 5. Implementation. That the City Manager is authorized to execute any purchase order, including the execution of any quotes for the leasing of additional police vehicles, or required documentation for the Services described in this Resolution, subject to the availability of budgeted funds and the approval by the City Attorney as to form, content, and legal sufficiency. The City Manager is further authorized to take any action that is reasonably necessary to implement the purpose of this Resolution, including the expenditure of budgeted funds.

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

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

Mayor Dr. Walter Fajet	_____
Vice Mayor Jorge Santin	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Joseph Dion	_____
Councilmember Orlando Lamas	_____

PASSED AND ADOPTED this ___ day of _____, 2025.

_____
DR. WALTER FAJET
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

FLEET MANAGEMENT

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and City of Miami Springs (hereinafter referred to as "CUSTOMER") on this _____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise is in the business of selling previous leased and rental vehicles at wholelsale auctions; and

B. The CUSTOMER is in the business of Municipality.

C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.

2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.

3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.

4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of $400 ("Service Fee") plus towing at prevailing rates.

5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.

6. Time for Payment:

(a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale ofall Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of $1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"	"CUSTOMER"
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date Signed: _____, _____	Date Signed: _____, _____

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and City of Miami Springs (hereinafter referred to as "CUSTOMER"), on the other hand on this _____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;

B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;

C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and

D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.

2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).

3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of $ 400 or the maximum permitted by law ("Service Fee").

4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.

5. Time for Payment:

(a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"	"CUSTOMER"
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date Signed: _____, _____	Date Signed: _____, _____

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC
Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC

City of Miami Springs

enterprise FLEET MANAGEMENT

Year 1 Costs*

Lease Cost Year 1	**$139,740.72**
Maint Cost Year 1	**$0.00**
Geotab Cost Year 1	**$0.00**
Total Year 1 Cost	**$139,740.72**
One Time Aftermarket Cost	**$0.00**
Total Year 1 Qty	**14**

Equity Lease Menu Pricing

Invoice	Year	Make	Model	AfterMarket Cost	Year 1 Qty	Money Down (50% of Up Fit)	Term	Depreciation %	Estimated Annual Miles	Monthly Cost (Lease Rate)*	GeoTab	Maintenance Management	Annual Cost Including Maintenance	Lease Cost Year 1	Maint Cost Year 1	One time Aftermarket Cost (By Quantity)	
$42,560.00	2026	Chevy	Blazer 3LT AWD	$0.00	1	$0.00	60	1.50%	7500	$843.62	$0.00	$0.00	$ 10,123.44	$ 10,123.44	$ -	$ -	#
$42,765.55	2026	Chevy	Traverse LT 4dr AWD	$0.00	3	$0.00	60	1.50%	7500	$847.68	$0.00	$0.00	$ 10,172.16	$ 30,516.48	$ -		
$47,186.00	2026	Ford	F-150 XLT 4x2 SuperCrew Cab 5.5 ft. box 145 in.	$0.00	4	$0.00	60	1.50%	7500	$935.02	$0.00	$0.00	$ 11,220.24	$ 44,880.96	$ -	$ -	
$37,099.00	2026	Dodge	Durango GT 4dr AWD	$0.00	4	$0.00	60	1.50%	7500	$735.71	$0.00	$0.00	$ 8,828.52	$ 35,314.08	$ -		
$39,732.00	2026	Dodge	Durango Pursuit Package	$0.00	2	$0.00	60	1.50%	7500	$787.74	$0.00	$0.00	$ 9,452.88	$ 18,905.76	$ -	$ -	
																	#

AGENDA MEMORANDUM

Meeting Date: August 11, 2025

To: The Honorable Mayor Walter Fajet and Members of the City Council

Via: J.C. Jimenez, City Manager

From: Matthew Castillo, Chief of Police

Subject: Red-Light Camera Enforcement

Recommendation: Recommendation by the Police Department that Council authorize approval of the Fourth Amendment to the existing agreement between the City of Miami Springs and Verra Mobility. This amendment reflects renegotiated terms that result in lower pricing, an extension of the contract term, and an upgrade of outdated camera equipment.

Background and Justification: The City of Miami Springs has contracted with Verra Mobility for the operation and maintenance of five red-light camera (RLC) enforcement systems located at key intersections throughout the City. The current agreement was originally set to expire in November 2026.

As part of a broader review of the Red-Light Camera Program, the Police Department entered into negotiations with Verra Mobility to improve the value and performance of the existing services. These negotiations have resulted in the following key changes, formalized through the Fourth Amendment:

- **New Monthly Rate:** The monthly service fee for each of the five existing cameras has been reduced to **$3,500 per camera**.
- **Contract Term:** The agreement has been extended for **three years**, providing long-term stability and budget predictability.
- **Equipment Upgrades:** Verra Mobility will **replace and upgrade aging camera equipment** to ensure continued reliability and functionality of the system. All equipment upgrades will be provided **at no cost to the City**.

Fiscal Impact: The new monthly rate of $3,500 per camera reflects an overall savings of approximately **$79,173.60 annually** when compared to previous pricing. This reduction will result in a significant cost savings for the City while maintaining enforcement capabilities.

Rationale:

- **Cost Savings:**
  The renegotiated rate provides meaningful financial savings while continuing essential traffic enforcement services.
- **Expanded Enforcement:**
  New hardware upgrades will improve performance and reduce the risk of technical failures.
- **Contract Stability:** A three-year extension ensures continuity of operations without the need for immediate re-bidding or program interruption.
- **Public Safety:** Continued use of red-light cameras at known high-risk intersections supports the City's goals to reduce red-light violations and traffic crashes.

Final Note:

The Fourth Amendment to the Verra Mobility Agreement represents a favorable outcome for the City, providing cost savings, updated technology, and long-term service continuity. Staff recommends Council approval of the amendment as presented.

Submission Date and Time: 8/4/2025 6:12 PM

Submitted by:	Approved by (sign as applicable):	Funding:
Department: Police Department	**Dept. Head:**	**Dept./ Desc**
Prepared by: Albert Sandoval	**Procurement:**	**Account No.:**
Attachments: ☒ Yes ☐ No	**Asst. City Mgr.:**	**Additional Funding:**
Budgeted/Funded ☒ Yes ☐ No	**City Manager:**	**Amount previously approved: $**
		Current request: $ 138,600.00
		Total vendor amount: $ 138,600.00

RESOLUTION NO. 2025-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS, INC. D/B/A VERRA MOBILITY FOR CAMERA SYSTEMS AND SERVICES RELATING TO THE MONITORING AND ENFORCEMENT OF RED LIGHT TRAFFIC VIOLATIONS IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 26, 2011, the City of Miami Springs (the "City") entered into a Professional Services Agreement (the "Agreement") with American Traffic Solutions, Inc. d/b/a Verra Mobility (the "Consultant") for equipment and services relating to the monitoring and enforcement of red light traffic violations (the "Services"); and

WHEREAS, the City has entered into three amendments to the Agreement since its original term to reflect changes in law, revised Services, and pricing, among other things; and

WHEREAS, most recently, on August 23, 2021, the City Council adopted Resolution No. 2021-3934, approving a Third Amendment to the Agreement to extend the term of the Agreement through November 30, 2026, and upgrade the City's existing equipment for the Services; and

WHEREAS, the Consultant has proposed entering into a Fourth Amendment (the "Fourth Amendment") to the Agreement to further extend the term of the Agreement for an additional three (3) year term, revise the fee for the Services, and provide for the upgrade of existing camera equipment utilized in the provision of the Services; and

WHEREAS, the City Council desires to approve the Fourth Amendment to the Agreement and authorize the City Manager to execute the Fourth Amendment in substantially the form attached hereto as Exhibit "A"; and

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

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

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

Section 2. Approval. That the City Council hereby approves the Fourth Amendment to the Agreement.

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

Section 4. Implementation. That the City Manager is further authorized to issue and execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form and legality, and to take any action that is reasonably necessary to implement the purpose of this Resolution.

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

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

Mayor Dr. Walter Fajet	_____
Vice Mayor Jorge Santin	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Joseph Dion	_____
Councilmember Orlando Lamas	_____

PASSED AND ADOPTED this ___ day of _____, 2025.

_____
DR. WALTER FAJET
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

FOURTH AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT

This Fourth Amendment ("Fourth Amendment") is dated this _day of August 2025 (“Effective Date”), and is entered into between American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility" or “ATS”) and the City of Miami Springs, Florida (“Customer” or "City"), a municipal corporation of the State of Florida (each individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, Customer and Verra Mobility entered into a Professional Services Agreement, effective August 26, 2011 (the “Original Agreement”), which was amended by that certain First Amendment to Professional Services Agreement effective July 10, 2013 (“First Amendment”) and again amended by that certain Second Amendment to Professional Services Agreement effective November 15, 2016 (“Second Amendment”) and again amended by that certain Third Amendment to Professional Services Agreement November 30, 2021 (“Third Amendment”); and

WHEREAS, Customer and Verra Mobility mutually desire to amend the current term of the Agreement for a three (3) year term and modify the current Service Fee Schedule; and

WHEREAS, Customer and Verra Mobility mutually desire to enter into this Fourth Amendment to Professional Services Agreement (the “Fourth Amendment”) (the Original Agreement, First Amendment, Second Amendment, and Third Amendment are collectively referred to as the “Agreement”

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Customer and Verra Mobility agree as follows:

TERMS AND CONDITIONS

1. **New Cameras.** Verra Mobility shall replace the existing Camera Systems located at the following intersection locations with a Halo2 Camera System, identified in the product specification sheet attached hereto as Exhibit “A,” within 45 calendar days at no cost to the City:

(i) Northwest 36th Street and NW South River Drive (eastbound traffic)

(ii) Northwest 36th Street and NW 42nd Avenue (westbound traffic)

(iii) Northwest 36th Street and NW 42nd Avenue (southbound traffic)

(iv) Northwest 36th Street and Sheridan Drive (westbound traffic)

(v) Northwest 36th Street and NW 57th Avenue/Curtiss Parkway (westbound traffic).

The City may extend the timeline for implementation due to delays that are not caused by Verra Mobility, which extension shall not be unreasonably withheld.

2. **Term and Termination.** Section 3 of the Agreement is hereby amended as follows:[1]

3. Term and Termination:

The term of this Agreement shall be for three (3) years beginning on the Effective Date of the Fourth Amendment (the "Start Date"). Subject to approval by the City Council in accordance with Section 316.0083(4)(a)(2), Florida Statutes, the Customer shall have an option to extend the Agreement for successive one (1) year periods by providing written notice to ATS prior to the expiration of the current term.

3.1 ATS' services may be terminated:

* * *

(iv) Without Cause, Customer may terminate at any time after giving one hundred twenty (120) days written notice to discontinue the Camera System or ALPR Camera program. In the event the Agreement is terminated by the Customer pursuant to this Section 3.1(iv) during the term of the Agreement, the Parties shall take the following actions set forth in Subsection 3.3 below, which survive termination during the wind-down period. The Customer shall pay ATS the unamortized amount invested by ATS in each Camera System and ALPR Camera, including any installation costs, at date of termination by the Customer. In a termination pursuant to this subsection during the term of the Agreement, ATS shall be required to provide complete documentation relative to the total cost of each Camera System, ALPR Camera, and related equipment, labor, and installation costs and any other on-going maintenance costs specific to each Camera System and ALPR Camera. The reimbursement amount shall be determined by establishing the total cost of each Camera System and ALPR Camera. The reimbursement amount shall be determined by establishing the total cost of each Camera System and ALPR Camera installed, which shall then be amortized on a straight-line basis over sixty (60) months from the date the Camera System or ALPR Camera is installed or deployed. The equipment costs for which the amortization of the Halo 2 Camera System and existing Camera Systems pursuant to this paragraph will be applied is incorporated as Exhibit "B" to this Fourth Amendment.

3. **Section 1 of the Second Amendment.** Section 1 of the Second Amendment is hereby deleted in its entirety.

4. **Section 1 of Third Amendment.** Section 1 of the Third Amendment is hereby deleted in its entirety.

5. **Indemnification and Insurance.** Section 10 of the Agreement is hereby amended as follows:

10. INDEMNIFICATION AND INSURANCE:

* * *

10.6 Limited Liability. In no event shall Verra Mobility' s liability under this Agreement exceed the greater of ~~$1, 000,000~~ $3,000,000. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, or consequential damages, or lost profits, lost fines, or lost data however caused and on any theory of liability, arising out of or relating to this Agreement.

6. **Service Fee Schedule.** Exhibit A, Service Fee Schedule, is hereby modified as of the Effective Date of this Fourth Amendment as follows:

Item	Description	Monthly Fee
1	Fixed Fee Per Digital Camera System Existing Locations	$3,500
2	Unified Traffic Citation (UTC)	$4,300*
3	Total monthly estimated invoice based on five (5) current approaches	$21,800

**Note: UTC cost is based on last twelve (12) months volume; actual monthly billing will reflect UTC volume charged at the appliable USPS rate.*

7. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, Verra Mobility acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

8. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, Verra Mobility acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

9. Merger and Integration. The provisions of the Agreement, as modified by this Fourth Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the Parties with respect to the subject matter hereof. No other representations or promises made by any Party to another, whether in writing or orally, concerning the subject matter of this Fourth Amendment, exist except as expressed in the Agreement and the Fourth Amendment. Except as expressly amended or modified by the terms of this Fourth Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Fourth Amendment and the Agreement, the terms of this Fourth Amendment shall prevail and control.

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

CITY OF MIAMI SPRINGS

By: _____
J.C. Jimenez, ICMA-CM
City Manager

Attest:

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

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

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

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

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:
_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(email)

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION
State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by_____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by_____ (name of person) as _____ (type of authority) for _____ _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

EXHIBIT A
HALO2 Product Specifications

EXHIBIT B
EQUIPMENT COSTS SCHEDULE

Halo 2 Upgrade Cost	**$65,000.00**
Install NBV	**$32,737.15**
Total Amortized	**$97,737.15**
Months Recovery	**12**
Monthly Recovery Cost	**$8,144.76**

Monthly Recovery Upgraded Halo 2 Camera Systems												
Months	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**
Recovery Amount	**$89,592.39**	**$81,447.63**	**$73,302.86**	**$65,158.10**	**$57,013.34**	**$48,868.58**	**$40,723.81**	**$32,579.05**	**$24,434.29**	**$16,289.53**	**$8,144.76**	**$0.00**

Existing Camera Systems Total	**$72,063.41**
Months Recovery	**12**
Monthly Recovery Cost	**$6,005.28**

Monthly Recovery Costs On Existing Camera Systems												
Months	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**
Recovery Amount	**66,058.13**	**$60,052.85**	**$54,047.57**	**$48,042.29**	**$42,037.01**	**$36,031.73**	**$30,026.45**	**$24,021.17**	**$18,015.89**	**$12,010.61**	**$6,005.33**	**$0.00**

VERRA MOBILITY™

HALO 2

Specifications Sheet

Prepared by:
Verra Mobility

1150 N. Alma School Road, Mesa, AZ 85201
United States

verramobility.com



Standard Installation Shown, deployment configuration may vary

HALO 2

Disclaimer

This document describes the possible features of the system. Some of them are optional features and need to be purchased separately.

HALO 2 SPECIFICATIONS

IMAGE CAPTURE			
	SINGLE CAMERA	**SUPER-RES**	**DUAL CAMERAS**
Main camera – effective resolution	12 megapixels	45 megapixels	2 x 12 megapixel
Main camera lens	25 mm	28 - 75 mm	35 mm
Scene overview camera	2 megapixels		
Scene overview camera lens	16 mm C mount 2/3” format		
Video overview camera	2 megapixel / 1920 x 1080 (HD 1080p)		
Video overview camera lens	12 mm fixed CS mount		

DETECTION			
	SINGLE CAMERA	**SUPER-RES**	**DUAL CAMERAS**
High-definition mapping radar	Widebeam phase-monopulse 24 GHz		
Number of detection lanes	Up to 4 bidirectional lanes	Up to 6 bidirectional lanes	
Detection/tracking range	Up to 150 m		
Illumination	LED array visible or IR (850nm)		

MECHANICAL	
Dimensions	**CAMERA HOUSING**
	584 mm (H) x 371 mm (W) x 458 mm (D)
Weight	36 kg
Housing	Weatherproof vandal-resistant
Materials	Powder coated aluminium and steel, polycarbonate

MOUNTING/INSTALLATION			
	TYPICAL	**MINIMUM**	**MAXIMUM**
Mounting Height	3.5 m	1 m	5 m
Pan (relative to road axis)	16°	8°	30°
System tilt (down relative to road level)	70	30	120
Distance to stop bar/capture position	30 m	25 m	36 m (One Camera) 40 m (Super-Res) 40 m (Two Cameras)
Distance to closest lane boundary	1 m	0.5 m	3 m*

**Perpendicular system coverage 27 m*

HALO 2 SPECIFICATIONS

ENVIRONMENTAL	
Ambient operating temperature range	-30 to +60 °C
Humidity	5% - 95% non-condensing
IK rating	IK10
Ingress protection rating (system housing)	IP65

ELECTRICAL	
Operating voltage	108 – 264 VACS, 47 – 63Hz
Power consumption (system housing, including cameras and LED flash)	Single or dual camera head options: 90 W
	Super-res option: 125 W
Electrical approvals	CE, FCC, RCM

RESOLUTION NO. 2025-____

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

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

WHEREAS, on March 26, 2024, the City entered into a Second Amendment to the Agreement with the Concessionaire to, among other things, provide five additional one-year renewal terms, subject to the approval of the City Council prior to the commencement of each renewal term; and

WHEREAS, the City Council desires to retroactively approve the second renewal term of the Agreement (the "Second Renewal"), extending the Agreement term from July 1, 2025, through June 30, 2026; and

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

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

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

Section 2. Approval. That the City Council hereby retroactively approves the Second Renewal, extending the term of the Agreement from July 1, 2025, through June 30, 2026.

Section 3. Implementation. That the City Manager is authorized to take any action that is reasonably necessary to implement the purpose of this Resolution.

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

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

Vice Mayor Jorge Santin	_____
Councilman Joseph Dion	_____
Councilman Orlando Lamas	_____
Councilman Fabian Perez-Crespo	_____
Mayor Dr. Walter Fajet	_____

PASSED AND ADOPTED this __ day of August, 2025.

_____
DR. WALTER FAJET
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

SECOND AMENDMENT TO

CITY OF MIAMI SPRINGS COUNTRY CLUB FOOD AND BEVERAGE

CONCESSIONAIRE AGREEMENT

BETWEEN

THE CITY OF MIAMI SPRINGS

AND

HRS MGMT GROUP, LLC

THIS SECOND AMENDMENT to the **CITY OF MIAMI SPRINGS COUNTRY CLUB FOOD AND BEVERAGE CONCESSIONAIRE AGREEMENT** (the "Second Amendment") is entered into as of the 26th day of March, 2024 (the "Effective Date of Second Amendment"), by and between the **CITY OF MIAMI SPRINGS, FLORIDA,** a Florida municipal corporation, (the "City") and **HRS MGMT GROUP, LLC**, a Florida Limited Liability Company (the "Concessionaire"), collectively referred to as the "Parties."

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

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

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

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

WHEREAS, the City and Concessionaire have agreed to i) waive $15,235.86 in past due payments from the time period commencing July 1, 2023, through and including September 15, 2023; ii) waive the late fees and interest due on the past due payments for July 2023 through and including March 2024; iii) provide for five additional one year renewal terms , subject to the approval of the City Council prior to the commencement of each renewal term and Concessionaire's payment of $33,331.65 in certified funds on or before March 25, 2024, to satisfy the past due payments from September 16, 2023 through and including March 1, 2024, as adjusted by the terms of this Second Amendment; and iv) provide for a revised monthly revenue payment schedule during each renewal term; and

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

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

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

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

1.5 Length of Term and Commencement Date of Agreement; Option. The term of the agreement shall commence retroactively to July 1, 2019 (the "Commencement Date") and shall extend for a period of five (5) years thereafter (the "Term") unless sooner terminated pursuant to the provisions of the agreement. The City shall have the option, but not the obligation, to extend this Agreement for ~~up to an additional~~ five ~~(5)~~ additional one years periods (each, a "Renewal Term") on the same terms as set forth herein upon written notice to the Consultant, subject to the approval of the City Council prior to the commencement of each Renewal Term ~~in such intervals as the City decides to be in its best interest~~.

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

2.1 Annual Revenue Payments.

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

(2) During each Renewal Term, the Concessionaire shall pay to the City a monthly Revenue payment by the first day of each month, in advance, without any prior demand therefore or any deduction, holdback, or setoff whatsoever, in the amount shown below:

a. First Renewal Term from July 1, 2024, through December 31, 2024: $6,500;
b. First Renewal Term from January 1, 2025, through June 30, 2025: $7,000;
c. Second Renewal Term from July 1, 2025, through December 31, 2025: $7,500;
d. Second Renewal Term from January 1, 2026, through June 30, 2026: $8,000;
e. Third Renewal Term from July 1, 2026, through December 31, 2026: $8,500;
f. Third Renewal Term from January 1, 2027, through June 30, 2027: $9,000;

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

g. Fourth Renewal Term from July 1, 2027, through December 31, 2027: $9,500;
h. Fourth Renewal Term from January 1, 2028, through June 30, 2028: $10,000;
i. Fifth Renewal Term from July 1, 2028, through December 31, 2028: $10,500; and
j. Fifth Renewal Term from January 1, 2029, through June 30, 2029: $11,000.

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

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

5. **Exhibit "A" of the Agreement Replaced.** Exhibit "A" of the Agreement is hereby deleted in its entirety and replaced with Exhibit "A" to this Second Amendment.

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

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

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

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

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

CITY OF MIAMI SPRINGS

By: _____
J.C. Jimenez
City Manager

Attest:

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

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

CONCESSIONAIRE

By: _____

Name: _____

Title: _____

Entity: **HRS MGMT GROUP, LLC**

Yannick Kemmache
Owner

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

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

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

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

CITY OF MIAMI SPRINGS
COUNTRY CLUB
FOOD AND BEVERAGE CONCESSIONAIRE
AGREEMENT

THIS FOOD AND BEVERAGE CONCESSIONAIRE AGREEMENT is entered into this 1st day of August 2019, by and between the CITY OF MIAMI SPRINGS, FLORIDA, a Municipal Corporation, hereinafter referred to as "City", and HRSMGMT, LLC, a Limited Liability Corporation, hereinafter referred to as the "Concessionaire." The City and Concessionaire may be referred to as individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, at the beginning of the City's fiscal year 2016-2017, the City Council authorized the "early" payoff of the bonded indebtedness previously secured for the purchase of the Golf Course and Country Club in 1997; and,

WHEREAS, the impact of the retiring of the bonded indebtedness was to now permit the operation of the Country Club Food and Beverage Services by a third party on a "revenue generating basis" for the City; and,

WHEREAS, on March 18, 2019, the City issued Request for Proposal #03-18/19, entitled "Food & Beverage Operations Services at the City of Miami Springs Golf and Country Club" (the "RFP"), to secure proposals from providers wishing to provide operate the food and beverage concession at the Miami Spring Country Club (the "Country Club"); and,

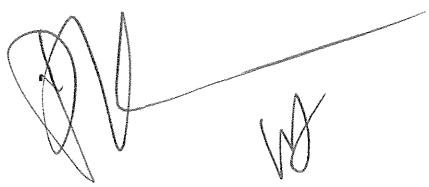
WHEREAS, three responses were received by the May 1, 2019 deadline; and

WHEREAS, following the receipt and evaluation of the RFP proposals by the designated evaluation committee, a breakdown of the categorical analysis of each RFP response was presented the City Council; and,

WHEREAS, following extensive review, evaluation, discussion, and debate by and between the City's Administrative staff, City Council Members, RFP responders, and concerned citizens, the City Council voted to direct the City Manager to begin contract negotiations with HRSMGMT, LLC, the most responsible and responsive party responding to the City RFP; and,

WHEREAS, the following agreement is the culmination and memorialization of the aforesaid negotiations conducted by the City's Administrative Staff on behalf of the City Council with HRSMGMT, LLC to provide Food & Beverage Concession Services at the Miami Springs Golf & Country Club;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the mutual sufficiency of which is hereby acknowledged, the CITY OF MIAMI SPRINGS and Concessionaire hereby agree as follows:



ARTICLE I
BASIC AGREEMENT PROVISIONS

1.1. Intent. It is the intent of this Agreement for the City of Miami Springs to permit and authorize Concessionaire to be the exclusive provider of all Food & Beverage Services at the Miami Springs Golf & Country Club, inclusive of the food and beverage cart on the golf course, but exclusive of golf tournaments and/or City sponsored events as referenced in Section 1.11 of this agreement. The basis and cornerstone of this Agreement is that the City will transfer operational control of all the Food & Beverage and banquet related areas at the Country Club facility concessions to Concessionaire in consideration for the receipt of payments specified herein and applicable sales taxes to be paid to the City on a monthly basis during the five (5) year term of the Agreement as more particularly provided herein.

1.2 License for Country Club; Service Areas. In consideration of the payments, covenants and agreements hereinafter agreed to and to be observed and performed by the Concessionaire, and subject to the conditions and limitations set forth herein, the City hereby grants to the Concessionaire, and Concessionaire accepts from City, a non-exclusive license to be on, in, and/or about the Country Club and an exclusive license to be on, in, and/or about the "Service Areas" as depicted within the Request for Proposal, Section III, which by this reference is attached hereto and made a part hereof, for the purpose of performing in furtherance of this Agreement. The Service Areas constitutes those areas of the Country Club currently known as: "Grill" Room; Full-Service Bar; Kitchen; "Majestic" Room; "Dynasty" Room; Catering Kitchen; and Uncovered Patio. Concessionaire shall operate within the boundaries of the Service Areas as set forth herein. Concessionaire, for itself and its employees, shall have the right to park in designated parking areas and shall refrain from parking spaces typically designated for patrons.

1.3 RFP Documents. The following listed "RFP Documents" are attached hereto and by this specific reference made a part hereof, to-wit:

a) The Legal Notice of the FOOD & BEVERAGE OPERATOR RFP# 03-18/19
b) General Conditions and Instructions.
c) Special Conditions
d) Request for Proposals
e) Scope of Service Food & Beverage (F&B) Operator
f) F&B Operators Disclosure of Beneficial Interests
g) Schedule to Beneficial Interests
h) Non-Discrimination Policy/ Statement
i) Conflict of Interest and Disclosure
j) Debarment and Suspension
k) Amendment/Addendum 1 dated April 15th, 2019 and Amendment 2 dated April 18th, 2019
l) Response of Concessionaire to RFP# 03-18/19

1.4 Binding Effect. The parties mutually agree to be bound by the aforesaid "RFP Documents" in the administration and operation of this Agreement.



1.5 Length of Term and Commencement Date of Agreement; Option. The term of the agreement shall commence on the date executed by City Manager, (the "Commencement Date") and shall extend for a period of five (5) years thereafter (the "Term") unless sooner terminated pursuant to the provisions of the agreement. The City shall have the option, but not the obligation, to extend this Agreement for up to an additional five (5) years, in such intervals as the City decides to be in its best interest.

1.6 Parking. Parking shall be provided for all golfers and golf functions. The Concessionaire shall coordinate with the Golf Director to determine and designate appropriate parking arrangements to accommodate all food & beverage functions that may conflict with the existing needs of the golfers and golf functions. City Manager shall be responsible for arbitrating any conflicts.

1.7 Concessionaire Representations. Concessionaire represents and warrants to the City that it (i) possesses all qualifications, licenses and expertise required by the RFP for the performance of the requested services; (ii) is and shall be, at all times during the term hereof, fully qualified and trained to perform the services; (iii) has available all funds necessary to accomplish any dully-approved improvements to the Food & Beverage Operation Areas; and (iv) will perform the services in the manner described in the Agreement Documents. Additionally, Concessionaire agrees that the personnel presented in its RFP proposal shall be responsible for the performance of the services at the Country Club during the term of this Agreement, which shall mean a regular presence at the Country Club and handling and/or supervising the daily operational elements specified herein and in Concessionaire's RFP proposal.

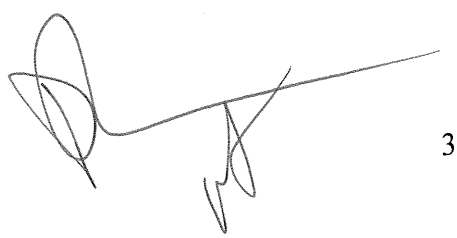
1.8 Concessionaire Duties. Concessionaire agrees to purchase, provide and install whatever equipment, appliances, furnishings, materials and supplies that are necessary to fulfill its duties and responsibilities as set forth in its proposal and all other referenced and attached RFP Documents. Any deviations from the proposal shall be approved by the City Manager.

1.9 Ownership of Information and Documents. Concessionaire understands and agrees that any information, document, report or any other material which is given by the City to the Concessionaire or which is otherwise obtained or prepared by the Concessionaire, pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Concessionaire agrees not to use any such information, document, report or material for any other purpose without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

1.10 Compliance with Public Records Law. Concessionaire acknowledges that this agreement with the City makes it subject to the provisions of the Florida Public Records Law. Specifically, it must comply with the provisions of Florida Statute Section 119.0701.

(1) For purposes of this section, the term:

(a) "Food & Beverage Operation Services" means an individual, partnership, corporation, or business entity that enters into an agreement for services with a public agency and is acting on behalf of the public agency as provided under § 119.011(2).



(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other agreement requirements provided by law, each public agency agreement for services must include a provision that requires the Concessionaire to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
(c) 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
(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Concessionaire upon termination of the 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 the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If the Concessionaire does not comply with a public records request, the public agency shall enforce the agreement provisions in accordance with the agreement.

1.11 Golf Tournaments/City Sponsored Events. City shall have the use of all Agreement Service Areas for organized golf tournaments and other events. City reserves the right to host, and/or have third parties host, an unlimited number of golf tournaments, and the City may host up to ten (10) events/programs sponsored or operated by the City each year. The City, and/or any third party hosting golf tournaments, may bring in donated or purchased food & beverage items from outside sources for the event participants. The City shall not be charged for the use of the facility. The City shall provide written notice to Concessionaire at least 60 days in advance of such scheduled events.

ARTICLE II
ANNUALIZED REVENUE PAYMENTS

2.1 Annual Revenue Payments. Concessionaire shall pay to the City Annual Revenue Payments during the term of the agreement in equal monthly installments, on the first day of each month, in advance, without any prior demand therefore or any deduction, holdback or setoff whatsoever.

(1) The initial monthly revenue payment to the City shall be paid on or before January 1, 2020. Any Annual Revenue payments hereunder for any fractional month shall be calculated and paid on a per diem basis using a 30-day month.

(2) On each anniversary date of the Commencement Date of the Agreement, the Annual Revenue shall be adjusted based on the Concessionaire's RFP response for years two through five.

(3) Annual Revenue payments to be made in monthly installments shall be made payable to the City of Miami Springs and shall be delivered to the City of Miami Springs, Attn: William Alonso, City Manager/ Finance Director, 201 Westward Drive, Miami Springs, FL 33166 as follows:

- Year One: $12,000.00 ; $2,000.00 monthly, following a six-month payment abatement period;
- Year Two: $33,000.00 ; $2750.00 monthly;
- Year Three: $45,000.00 ; $3,750.00 monthly;
- Year Four: $57,000.00 ; $4,750.00 monthly; and
- Year Five: $69,000.00; $5,750.00 monthly.

2.02 Unpaid Revenue. In the event Concessionaire fails to make timely payments due and payable in accordance with the terms of this Agreement within five (5) days after same shall become due and payable, interest at the rate of one and one half percent (1.5 %) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by City. Such interest shall constitute Additional Rent. Payments received after interest has started to accrue shall be applied to the accrued interest first and then towards the delinquent payment. Notwithstanding the foregoing, City shall not be prevented from terminating this Agreement for default in the payment of any payments due to City pursuant to this Agreement or from enforcing any other provisions contained herein or implied by law. In the event Concessionaire shall holdover, refuse or fail to relinquish possession of the Service Area at the expiration or termination of this Agreement, Concessionaire shall be strictly liable to pay to City during the entire period of such holdover, double Annual Revenue, as provided for in Chapter 83.06, Florida Statutes. In addition to the Annual Revenue, Concessionaire shall pay all other charges or costs imposed upon Concessionaire by this Agreement, Concessionaire further acknowledges that any continued occupancy beyond the five (5) year term hereof is strictly prohibited by the City of Miami Springs Charter.

ARTICLE III
CONDUCT OF BUSINESS AND USE OF SERVICE AREAS BY CONCESSIONAIRE

3.1 Use. Concessionaire shall not use, nor permit the use of, the Food & Beverage Operation Service Areas at the Miami Springs Golf & Country Club for any use, business, or purpose whatsoever other than as set forth in the agreement documents, without the prior written consent of City, which consent may be granted or withheld in City's sole discretion. Concessionaire shall not commit or permit any reckless or dangerous conduct on the premises of the Miami Springs Golf & Country Club at any time. This includes, but is not limited to, violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.

3.2 Operation of Business. Concessionaire shall provide those services offered in its Proposal and as specified herein, inclusive of, without limitation, the golf beverage cart. Concessionaire shall operate its business on the premises of the Miami Springs Golf & Country Club during the Term of the agreement with due diligence and efficiency and in a manner prudent and in accord with generally accepted business practices within the locale for Concessionaire's business. Food & Beverage Operation Services shall be offered in a manner that is supportive of the golf operations, beneficial to the citizens of the community, and an enhancement of the reputation of the Miami Springs Golf and Country Club.

(1) Concessionaire will control and maintain the "Master Booking Calendar" for the facility and the activities to be conducted therein. All golf, citizen and local civic group and organization events are subject to the scheduling discretion of the Concessionaire, who agrees to be reasonable, cooperative and supportive of all groups and the booking of their events. Concessionaire shall operate the food & beverage services seven (7) days a week, year round, according to the following schedules:

- Grill: Monday - Friday 9:00a.m. to 7:00p.m.
- Kitchen: Monday - Friday 9:00a.m. to 9:00p.m.;
  Saturday - 8:00a.m. to 7:00p.m.; and
  Sunday - 8:00a.m. to 7:00p.m.
- Bar: Monday - Friday 9:00a.m. to 9:00p.m.;
  Saturday - 8:00a.m. to 9:00p.m.; and
  Sunday - 8:00a.m. to 7:00p.m.
- Beverage Cart: Saturday - 7:00a.m. to dusk; and
  Sunday - 7:00a.m. to dusk; and
  Monday - Friday during playable times based on demand

(2) Concessionaire shall not implement any changes in the aforesaid required times of operation unless written approval has been received from the City of Miami Springs, which approval may be granted or withheld in its sole and absolute discretion. City shall notify Concessionaire, in writing, at least two (2) business days in advance of any changes to the golf course operations schedule.

(3) City may, at its sole discretion, include Concessionaire's food & beverage services as part of golf packages sold by City for tournaments, leagues, and special events. City shall coordinate with Concessionaire regarding the selection, quantity, and dates needed. City shall collect the payments for any food & beverages included in the golf packages, and then pay the Concessionaire for its participation upon receipt of an invoice from Concessionaire. City shall process the payment through its Finance Department. Concessionaire shall maintain customer service as a top priority and shall employ a sufficient number of qualified staff to properly operate the food & beverage services at the Miami Springs Golf & Country Club. Concessionaire shall provide employees who are professional, friendly, well-dressed, and courteous to the golfers and general public. Employees shall maintain a neat appearance, exercise good public relations skills, respond to customer complaints and questions, have excellent telephone manners, speak positively about the facility and its operations, and conduct themselves in a high standard that is acceptable to the City.

(4) Concessionaire shall maintain customer service as a top priority. Concessionaire and staff shall wear a uniform, logoed shirt that includes a collar and sleeves and professional looking solid pants or shorts (no cut-off shorts or jeans) which, in the sole determination of the City, clearly distinguishes a Food & Beverage employee. Use of the City logo for any such apparel shall require the express written approval of the City for each use, which the City may decide in its absolute discretion.

(5) Concessionaire shall be responsible for training all food & beverage staff concerning the customer service philosophies of City of Miami Springs. Concessionaire shall also maintain a good working relationship with the City Golf Department management and maintenance staff. Concessionaire shall appoint a responsible person to be a member of the Golf Facility Management Team which is



currently scheduled to meet on a weekly basis. The Concessionaire's representative shall be someone who has the authority to make operational decisions on behalf of the Concessionaire. Concessionaire shall provide telephone and/or cellular phone service at the Miami Springs Golf & Country Club facility during all hours of operation for emergency calls and to ensure accessibility by the public for general questions, schedules, etc.

(6) Concessionaire shall, at its own expense, obtain, maintain, and comply with all required certifications, licenses, training, and permits necessary to operate the facility, including a liquor license that permits Concessionaire to sell beer, wine and liquor (if Concessionaire does not desire to use the City's liquor license) for consumption within the Miami Springs Golf & Country Club facility. The sale of liquor shall be limited to the Country Club Food & Beverage Operation only. Proof of licensure and proper insurance coverages shall be required prior to the Commencement Date, and provided to the City of Miami Springs. Concessionaire shall conduct operations in such a manner as to meet all applicable health and food standards and codes. If Concessionaire desires to utilize the City's alcoholic beverage license, Concessionaire shall take all steps necessary to add itself to the City's license.

(7) Concessionaire shall provide, at no charge to the customer or City, 16 oz. to 20 oz. paper cups for ice and water.

(8) Concessionaire shall conduct its operations and activities in a safe manner and comply with all safety and health regulations and standards imposed by Governmental Regulations, and shall ensure that all operation employees do the same. Concessionaire agrees that neither they, nor employees or any person working for or on behalf of Concessionaire, shall require any personnel engaged in the performance of Concessionaire's operations to work in surroundings or under working conditions which are unsanitary, unsafe, hazardous or dangerous to his or her health or safety as determined by Governmental Regulations.

(9) Concessionaire shall accept a minimum of two (2) of the following credit cards: Visa, MasterCard or American Express, for payment of any customer charges.

(10) Concessionaire shall not conduct special events or promotions of any kind within the Golf and Country Club unless prior written approval by the City of Miami Springs has been provided. The foregoing shall not be applicable to third party events for which the Country Club has been rented as a banquet facility.

(11) Concessionaire shall perform a background check on each employee prior to the employee beginning work. Concessionaire shall forward a copy of each background check to the City of Miami Springs for review prior to the employee commencing work. City reserves the right to disallow employment of any candidate or employee whose background check reveals one or more disqualifying offenses. A list of potential disqualifying offenses is available from the City of Miami Springs upon request. Concessionaire shall notify the City of Miami Springs of any disqualifying offense it has knowledge of as to any of its employees during the term of the agreement and Concessionaire shall immediately terminate employment of any and all employees whom Concessionaire discovers have committed a disqualifying offense.



(12) Concessionaire shall refrain from holding itself out as an agent of the City, except as limited herein. Concessionaire shall not permit any officer, director, employee, representative, and/or contractor of Concessionaire to hold him/herself out as an agent of the City or to attempt to bind the City to any contractual obligation. Concessionaire shall avoid at all times publishing any verbal or written communications that may give the impression of apparent authority that Concessionaire is acting on behalf or on the direction of the City, unless specifically authorized otherwise by the City.

(13) Concessionaire shall be permitted, from time to time, to station a food truck on the Country Club premises in the area identified in Exhibit "A", as part of Concessionaire's efforts to service the golfer and for other limited engagements. A permanent stationing of a food truck on the property shall not be permitted. Any food truck stationed at the Country Club shall be parked and maintained in such a manner as to not detract from the aesthetic quality of the golf course and shall not be operated in such a manner as to be a distraction to golfers or a nuisance on the property.

3.3 Non-Discrimination. Concessionaire shall assure and certify that it will comply with the Title IV of the Civil Rights Act of 1964, as amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation, gender identity or expression, familial status, disability, or genetic information, with respect to any activity occurring in the Food & Beverage Operation provided by this RFP to the City. Concessionaire warrants that its service in the Food & Beverage Operation, on behalf of the City, shall be open to and benefit all visitors to the Golf and Country Club

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3.4 Expiration of Agreement. Upon the expiration of the agreement, Concessionaire, at its sole cost and expense, shall remove Concessionaire's personal property, "removable" fixtures (such as, without limitations, stereo equipment, spot lights, audio/visual equipment, DJ/dance floor lighting), and equipment from the Food & Beverage Operation, and restore the Country Club Food & Beverage Operation to the condition it was in as of the Commencement Date. Upon surrender of the Food & Beverage Operation, title to any and all remaining improvements, fixtures, equipment, alterations or other property within the Food & Beverage Operation shall vest in City.

3.5 Hazardous Substance. Concessionaire shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Concessionaire's operations, in the Food & Beverage Operation areas, or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Concessionaire shall not cause or permit the Disposal of Hazardous Materials upon the Food & Beverage Operation premises or upon adjacent lands and shall operate and occupy the Food & Beverage Operation in compliance with all Environmental Laws.

Any Disposal of a Hazardous Material, whether by Concessionaire or any third party, shall be reported to City immediately upon Concessionaire becoming aware of such Disposal. Concessionaire shall be solely responsible for the entire cost of remediation and cleanup of any Hazardous Materials disposed of or discovered upon the Food & Beverage Operation areas, or emanating therefrom onto adjacent lands, as a result of the use and occupancy of the Food & Beverage Operation areas by Concessionaire, or Concessionaire's agents, licensees, invitees, subcontractors, or employees.



3.6 Security of Service Areas. Concessionaire acknowledges and accepts full responsibility for the security and protection of the Country Club Food & Beverage Operation and any inventory, equipment, or facilities now existing or hereafter placed on or installed in or upon the Country Club, Concessionaire shall also assume full responsibility for the prevention of unauthorized access to the Country Club Food & Beverage Operation areas. Concessionaire expressly acknowledges that any security measures deemed necessary or desirable for protection of the Country Club Food & Beverage Operation shall be the sole responsibility of Concessionaire and at no cost to City. In the event that Concessionaire chooses to install additional security systems and hardware, Concessionaire shall be required to provide the City of Miami Springs Police Department with continuous and unrestricted access to the Country Club Food & Beverage Operation areas. City may implement key, card or code control measures reasonably acceptable to Concessionaire to safeguard the keys, cards or code provided pursuant to this requirement. Notwithstanding the above, Concessionaire shall notify the City of any incident resulting in loss of or damage to Food & Beverage Operation areas or breach of security whether or not such incident is reported to the City of Miami Springs Police Department. Non-emergency telephone for the Miami Springs Police Department is 305-887-9711. Notification of City shall be made by telephone call to the Golf Department Director no later than 24 hours after any such incident.

ARTICLE IV
SIGNAGE

4.01 Signage. Concessionaire shall not place or permit to be placed or maintained on any exterior door, wall, window, fence, railing, dock, or tree of the Food & Beverage Operation and/or Golf and Country Club any sign, awning or canopy, without first obtaining City's written approval and consent, which consent shall not be unreasonably held for a sign by the pro-shop and on the exterior façade of the Country club over the north-east patio. Any such signs not approved shall be immediately removed at the sole cost and expense of Concessionaire upon written notification thereof by City. Concessionaire further agrees that such sign, awning, canopy, decoration, lettering, or other items, as may be approved, shall be maintained in good condition and repair at all times and shall conform to the criteria established from time to time by City for the section of the Golf and Country Club within which the Food & Beverage Operation is located. No advertising or any promotional items associated with the Food & Beverage Operation will be permitted within the Golf and Country Club or any other City facility or property without prior Department and/or City approval. City of Miami Springs prohibits any person from distributing, displaying or affixing any printed materials or advertisements to or within any Golf and Country Club property.

ARTICLE V
REPAIRS AND MAINTENANCE OF SERVICE AREAS

5.01 Responsibility of Concessionaire. Concessionaire shall protect the City's capital investment in the Miami Springs Golf & Country Club facility through the exercise of a high standard of maintenance. Proper maintenance shall include, but not be limited to, providing adequate custodial (janitorial) services, interior maintenance and repair, garbage and trash disposal, pest control, keeping the patio area clear of debris and stains, and maintenance of fixtures.

(1) Concessionaire shall, at a minimum, perform the following maintenance on a regular and ongoing basis:



a) clean interior and exterior walls, windows, doors, and surfaces;
b) clean ceiling, floors, furnishings, lights, light bulbs, tubes, and Food & Beverage equipment as is customary for a similar quality Food & Beverage found in a public recreation facility in City of Miami Springs;
c) keep patio furniture areas clean and free of stains. Concessionaire shall maintain the Food & Beverage Operation and all areas within 75 feet of the Food & Beverage Operation areas in a safe, clean, sanitary condition free of litter, refuse, and debris.
d) Concessionaire shall provide adequate refuse containers in the Food & Beverage Operation areas and shall regularly service all trash cans, including Country Club trash cans, located within the Food & Beverage Operation areas. The trash cans shall be emptied into the Concessionaire provided dumpster on a regular basis in order to prevent the trash cans from overflowing. The Concessionaire shall not use the trash cans located outside of their designated areas to handle refuse generated by their operations. All refuse generated by the Concessionaire shall be deposited directly into the Concessionaire dumpster by Food & Beverage staff.
e) Concessionaire, at its sole cost and expense, will keep the Food & Beverage Operation areas free of rodents, vermin and other pests.
f) All furniture, fixtures, and equipment currently located on and in the Country Club may continue to be utilized by the successful Concessionaire, any maintenance and replacements of such items shall be at the sole cost and expense of the Concessionaire.
g) Maintenance of all landscaping installed or provided by Concessionaire at the Country Club facility shall be the sole responsibility of the Concessionaire.

(2) Concessionaire shall repair all damages to Food & Beverage Operation, areas and equipment caused by, resulting from, or in any way arising out of Concessionaire's operations or use of Food & Beverage Operation, Areas and Equipment whether such damage is caused by Concessionaire, its agents, or its invitees.

(3) Concessionaire shall maintain and repair all equipment in the Miami Springs Golf and Country Club, areas or equipment. Concessionaire shall repaint, refurnish the facilities and replace furnishing and equipment as may be deemed necessary at the reasonable discretion of the City. The City of Miami Springs reserves the right to, periodically throughout the term of the agreement, inspect or cause to be inspected the Food & Beverage Operation areas and equipment, identify any maintenance or repair items and report, in writing, the nature of these items and recommend corrective action. Concessionaire shall promptly repair, replace, or repaint any damaged or defaced surfaces within seventy-two (72) hours of discovery or notification by the City. Concessionaire is to provide a proposed schedule of cleaning, maintenance and repair of facilities.

(3) Concessionaire shall immediately notify City of any possible health, safety and/or security hazards that may exist within any area, including use by unauthorized parties, so corrective actions can be determined and implemented. In no event shall City be liable for damages or injuries arising from the failure to make repairs, nor shall City be liable for damages arising from defective workmanship or materials in making such repairs. City shall have no obligation to commence repairs until fifteen (15) days after the receipt by City of written notice of the need for repairs. Concessionaire waives the provision of any law, or any right to make repairs at City's expense.



5.02 Responsibility of City.

(1) City agrees to repair and maintain in good order and condition, ordinary wear and tear excepted, the roof, roof drains, exterior walls, utility lines outside the Food & Beverage Operation areas (except for sewer lines clogged by grease or other Concessionaire created problems), foundations and structural portions of the Miami Springs Golf and Country Club Building, and the air conditioning, heating, and plumbing systems, and fire suppression system serving the Food & Beverage Operation areas. There is excepted from the preceding covenant to repair and maintain, however: (i) repair, maintenance, or replacement of fixtures provided by Concessionaire; (ii) repair of damage caused by Concessionaire, its employees, agents, contractors, customers, licensees or invitees to the Food & Beverage Operation; (iii) maintenance, repair and replacement of any plumbing (including grease trap, if applicable), electrical, air conditioning/heating system or equipment inside the Food & Beverage Operation which, whether connected directly to the building's system or not, were installed by Concessionaire specifically to serve the Food & Beverage Operation; (iv) interior repainting and redecoration, whether or not caused by, or growing out of any breakage, leakage or defective condition of the electric wiring, air conditioning or heating pipes and equipment, closets, plumbing, appliances, sprinklers, other equipment, or other facilities serving the Food & Beverage Operation; (v) glass cleaning; and (vi) janitorial services for the Food & Beverage Operation areas. City shall maintain the Golf Course Area, except for any damage caused by, resulting from, or in any way arising out of, Concessionaire's operation or use of the Food & Beverage Operation areas, whether such damage is caused by Concessionaire, its agents, or its invitees. City shall maintenance all parking areas adjacent to the Country Club facility.

(2) In the event of a threat of tropical disturbance, City shall close, secure and remove the hurricane shutters provided for the Food & Beverage Operation Areas. The Concessionaire shall be liable for any damages to the Food & Beverage Operation Areas if shutters are removed and/or any other precautionary measures are undone by anyone other than the City, before or after a tropical event. Concessionaire shall secure and/or remove its equipment at the direction of the City of Miami Springs. Concessionaire shall be responsible for any damage to its equipment or personal property. Concessionaire shall be liable to City for any damage caused to Golf and Country Club or any improvements due to the failure of Concessionaire to secure or remove any equipment belonging to Concessionaire prior to a storm event.

(3) Except as previously provided in this Section, City shall not be obligated or required to make or conduct any other maintenance or repairs, and all other portions of the Food & Beverage Operation areas and equipment shall be kept in good repair and condition by Concessionaire, and at the end of the Term of the agreement, Concessionaire shall deliver the Food & Beverage Operation areas and equipment back to City in good repair and condition, reasonable wear and tear arising from Concessionaire's permitted use of the Food & Beverage Operation areas and equipment as specified herein excepted.

ARTICLE VI
UTILITIES



6.1 Utilities. Concessionaire shall be responsible for electric and water services (except as specified herein), as well as obtaining and maintaining any other utility connections such as cable, satellite or other television services, if desired, for the Country Club Food & Beverage Operation. Concessionaire's utility service installations must be reviewed and approved by the City of Miami Springs. Concessionaire shall promptly pay all costs and expenses related to providing any utility services ordered by Concessionaire, including, without limitation, construction costs, and shall pay directly to the utility company or the provider of such other services all charges and assessments for any utility or other services provided including, without limitation, gas and phone charges, or any other utility used or consumed by the Country Club Food & Beverage Operation. In no event shall City be liable for an interruption or failure in the supply of any utility to the Food & Beverage Operation. Concessionaire shall not be responsible the cost of water consumed by the City in the golf cart barn, which is separately metered.

ARTICLE VII
INSURANCE

7.1 Insurance Requirements. Concessionaire shall provide General Liability Insurance of $1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage. If the Concessionaire's policy provides a total aggregate limit of $1,000,000.00, either the general aggregate limit shall apply separately to the bodily/personal injury portion and the property damage portion, or the general aggregate limit shall be twice the required occurrence limit ($2,000,000.00). The Concessionaire shall also provide Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $500,000.00 per occurrence for bodily injury and property damage combined. The Concessionaire shall further provide Worker's Compensation Insurance as may be required by Chapter 440, Florida Statutes. At Concessionaire's sole expense, all insurances must remain in full force and effect at all times during the term of this agreement, and providing the same coverages and limits as set forth herein. Each policy shall provide the City with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Concessionaire are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed under this Agreement.

7.2 Liquor Liability. Concessionaire shall maintain Liquor Liability coverage with limits of $1,000,000.00 for each occurrence in accordance with all of the following events and conditions set forth herein; (i) in the event a liquor license or permit is required, whether maintained or not; (ii) liquor is served with or without a charge to the general public; (iii) liquor is served as a means of generating revenue for a fund raising event; (iv) liquor is served by a third-party contracted by the insured for any of the foregoing reasons mentioned above; (v) and/or liquor is offered for the purpose of financial gain or livelihood. Liquor also includes beer or wine. Coverage may be provided by way of the Commercial General Liability policy utilizing Liquor Liability endorsement CG 2408. Concessionaire shall provide this coverage on a primary basis for losses covered under the policy arising from Concessionaire's operations under this Agreement.

In no event shall the limits of said insurance policies be considered as limiting the liability of Concessionaire under this Agreement. In the event that Concessionaire fails to obtain or maintain in full force and effect any insurance coverage required to be obtained by Concessionaire under this

Agreement, City may procure same, in its sole and exclusive discretion, from such insurance carriers as City may deem proper, and Concessionaire shall pay as Additional Rent, upon demand of City, any and all premiums, costs, charges and expenses incurred or expended by City in obtaining such insurance. Notwithstanding the foregoing, Concessionaire shall nevertheless hold City harmless from any loss or damage incurred or suffered by City from Concessionaire's failure to maintain such insurance.

7.3 Continuous Coverage. The required insurance coverage(s) shall be a continuous condition precedent to the continued use of the Service Area by the Concessionaire. This Agreement shall terminate immediately upon expiration, cancellation or non-renewal of the required insurance(s). Failure by the Concessionaire to forward a current or updated certificate of insurance to the designated City representative prior to or upon the expiration date of the certificate on file with the City may result in termination of this Agreement.

ARTICLE VIII
INDEMNIFICATION AND DISCLAIMER OF LIABILITY

8.1 Indemnification. Concessionaire shall indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction of loss of any property arising out of, resulting from or in connect with the performance or non-performance of the services contemplated by this Agreement which is, in whole or in part, by any act, omission, default or negligence or the failure of the Concessionaire to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement.

8.2 DISCLAIMER OF LIABILITY. CITY HEREBY DISCLAIMS, AND CONCESSIONAIRE HEREBY RELEASES CITY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY Concessionaire, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THE AGREEMENT OR ANY EXTENSION THEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF THE CONCESSIONAIRE OR CONCESSIONAIRE'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED IN THE FOOD & BEVERAGE OPERATION AREAS, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED SOLELY BY CITY'S SOLE GROSS NEGLIGENCE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL CITY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO CONCESSIONAIRE'S USE OF THE FOOD & BEVERAGE OPERATION AREAS PURSUANT TO THE AGREEMENT.

ARTICLE IX
DESTRUCTION OF SERVICE AREA



9.1 Total or Partial Destruction. In the event the Golf and Country Club or the Food & Beverage Operation Areas shall be damaged or injured by fire, the elements, unavoidable accident or other casualty, without the fault of Concessionaire, during the Term of this agreement with the City, but the Food & Beverage Operation is not thereby rendered inaccessible or untenable in whole or in part, then the City shall, at its own expense, cause such damage to be repaired, and the Annual Revenue and other charges payable by Concessionaire hereunder shall not be abated. If by reason of such occurrence, the Food & Beverage Operation shall be rendered untenable only in part, City shall, at its own expense, cause the damage to be repaired, and the Annual Revenue meanwhile shall be abated proportionately as to the portion of the Food & Beverage Operation rendered untenable. If the Food & Beverage Operation shall be rendered wholly untenable by reason of such occurrence, the City may, at its option, cause such damage to be repaired at City's expense and the Annual Revenue meanwhile shall be abated in whole until completion of such repairs. City shall notify Concessionaire in writing within thirty (30) days whether City intends to repair the Food & Beverage Operation. If City elects not to perform such repairs, City and Concessionaire shall then each have the right to terminate the agreement, with each party's right to be exercised, if at all, by notice in writing delivered to the other party within thirty (30) days after City's election not to repair the Food & Beverage Operation. In the event either party exercises its aforesaid termination right, the parties agreement shall cease as of the date of said occurrence and the parties hereto shall be relieved of all further obligations hereunder. In no event shall City be responsible for repair of Concessionaire's equipment, trade fixtures and/or Concessionaire's Alterations.

9.2 Reconstruction of Alterations. Concessionaire, at its sole cost and expense, shall be responsible for the repair and restoration of Concessionaire's Alterations and the replacement of its stock in trade, trade fixtures, furniture, furnishings and equipment. Concessionaire shall commence the installation of fixtures, equipment, and merchandise promptly upon delivery to it of possession of the Food & Beverage Operation and shall diligently prosecute such installation to completion.

ARTICLE X
CONDITION OF SERVICE AREA; ALTERATIONS

10.1 Acceptance of Service Areas by Concessionaire. Concessionaire hereby accepts the Food & Beverage Operation Service Areas, "As Is", in its existing condition, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Concessionaire further acknowledges that the City has made no warranties or representations of any nature whatsoever regarding the Food & Beverage Service Areas including, without limitation, any relating to the physical condition of the Food & Beverage improvements or equipment located therein, or the suitability of the improvements for Concessionaire's intended use of the Service Areas. Concessionaire agrees to fully equip and maintain the Food & Beverage Service Areas for the lawful use of the Food & Beverage Operation as specified in the RFP, at its sole cost and expense.

10.2 Concessionaire's Alterations. Prior to seeking to permit, or commencing the construction of, any alternations to the Food and Beverage Operations areas (generally, "Concessionaire Alterations"), Concessionaire shall submit to the City with a listing of any and all such improvements, along with any plans, specifications, and schedules related thereto. The consent of the City shall be required before the permitting and construction of any Concessionaire Alterations, which the City shall not unreasonably withheld. All Concessionaire Alterations shall be scheduled in such a way as to minimize the disruption,

and maximize the operation, of the Food and Beverage components of the Country Club. Concessionaire shall be solely responsible for any and all improvements, maintenance, repairs, alterations or other work necessary to render the Country Club Food & Beverage Operation Areas suitable for Concessionaire's intended use. Concessionaire shall not install or perform any permanent improvements within the Country Club Food & Beverage Operation Areas without the City's advance written consent. All work performed within the Food & Beverage Operation Areas, whether pursuant to this Section or otherwise, shall be requested and performed by Concessionaire. Concessionaire shall design and construct any and all alterations at Concessionaire's sole cost and expense and in full compliance with all applicable governmental laws, rules, orders, building codes and zoning regulations. All of Concessionaire's improvements and alterations shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion strictly in accordance with the approved plans and specifications. Concessionaire, at its sole cost and expense, shall be responsible for the repair of Concessionaire's alterations and the maintenance of its stock in trade, trade fixtures, furniture, furnishings and equipment. All building improvements, alterations, and installed trade fixtures and equipment shall remain the property of the City at the termination of this agreement.

10.3 Responsibility for Alterations. All improvements, alterations, and installations made by Concessionaire shall be maintained by Concessionaire in good working order at the sole expense of Concessionaire during the Term of the agreement. It is understood by the parties that as a condition to execution of this Agreement, and to approval of any improvements, alterations, and installations made by Concessionaire, Concessionaire must proffer to the City written proof of the availability of sufficient funds necessary to accomplish its obligations under this Agreement and the RFP Documents, with such proof including, without limitation, a loan closing statement, a line of credit from a reputable financial institution, an escrow account statement, and/or a combination of the foregoing. The City has and reserves the right to confirm any proffered documentation, and Concessionaire agrees to provide all necessary authorizations for the City Manager to third parties in order to permit confirmation by the City.

10.4 Construction. In the event improvements, alterations or installations are requested to be made by the Concessionaire within the Food & Beverage Operation Areas, Concessionaire shall be required to provide to City a Public Construction Bond, by a surety and in an amount suitable to the City considering the nature and anticipated costs of the improvements, in the City's sole discretion, which such bond shall list the City as Obligee, prior to any requested work being commenced.

10.5 No Liens. Concessionaire covenants and agrees that nothing contained in this Agreement shall be construed as consent by City to subject the City to liability under the Construction Lien Law of the State of Florida, it being expressly understood that City's ownership interests shall not be subject to such liability. Concessionaire shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Concessionaire of this provision of this Agreement. Concessionaire shall be required to file a notice, satisfactory to City, in the Public Records of Miami-Dade County, Florida, stating that City's interest shall not be subject to liens for improvements made by the Concessionaire. In the event that a construction lien is filed against the Service Area or other City property in connection with any work performed by or on behalf of the Concessionaire, Concessionaire shall satisfy such claim, or transfer same to security, within ten (10) days from the date of filing. In the event that Concessionaire fails to satisfy or transfer such claim within said ten (10) day period, City may do so and thereafter charge Concessionaire and Concessionaire shall promptly pay to City upon demand,

as Additional Rent, all costs incurred by City in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Concessionaire agrees to indemnify, defend, and save City harmless from and against any damages or loss incurred by City as a result of any such construction lien.

10.6 Timely Completion; Damages; Default. Concessionaire with be responsible for all damages caused to City for failure to complete alterations, improvements, and/or projects on a timely basis. According to the Concessionaire's RFP response, renovations will be completed within a six (6) month period. If after that time, project is not completed, Concessionaire may request a time extension from the City. Notwithstanding the foregoing, project shall be completed within one (1) year from permitting. Failure to complete all improvements or alteration project within the time provided shall constitute a default of this Agreement and shall subject Concessionaire to damages, termination, or both.

10.7 Securing Capital Improvements Funds. Prior to filing any notice of commencement and submission of any plans to the City for the issuance of building permits, Concessionaire shall provide to the City a method of securing the funds to be used for the corresponding improvements. Concessionaire may furnish the City with a construction bond, letter of credit, or funds held in a construction escrow account, in the cumulative amount of all construction contracts associated with the build-out and construction plan which name City as the beneficiary. Notwithstanding such requirements, Concessionaire shall be solely responsible for any and all costs, including, but not limited to any overruns, add-ons or other increases in the cost of the improvements. Tenant shall provide to Landlord copies of all invoices (the "Invoices") for work performed in connection with the Tenant Improvements as Tenant pays the Invoices.

10.8 Fixtures, Furnishings, and Equipment. The Parties recognize that the Country Club contains certain fixture, furnishings, and equipment("FFE") that Concessionaire may or will put to use. Prior to commencement of operations at the Country Club, the parties shall conduct an inventory of FFE and Concessionaire shall confirm which items Concessionaire intends to utilize. The City shall be notified before any FFE item is replaced or discarded. If an FFE item is replaced, the Concessionaire shall be solely responsible for the costs and such an item shall become the property of the City at the conclusion of the agreement.

ARTICLE XI
ASSIGNMENT AND SUBLETTING

11.1 Consent Required. This Contract shall not be assigned by the Concessionaire, in whole or in part, without the prior written consent of the City Manager, which may be withheld or conditioned, in the sole and exclusive discretion of the City. Concessionaire may not assign, mortgage, pledge or encumber its agreement with the City, in whole or in part, nor sublet or rent all or any portion of the Food & Beverage Operation, nor enter into any management licensing or similar agreement without the prior written consent of City in each instance, which may be granted or withheld at City's sole and absolute discretion. The consent by City to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If this agreement is assigned, or if the Food & Beverage Operation or any part thereof is sublet or occupied by any party other than Concessionaire and Concessionaire is in default under its obligations under the agreement, City may collect all monies due from the assignee, sub-contractor or occupant, and apply the net amount collected to the monies owed the City, but no such assignment, subletting, occupancy or collection shall be

deemed a waiver of this covenant, or the acceptance of the assignee, sub-contractor, or occupancy as Concessionaire, or a release from the further performance by Concessionaire of the covenants on the part of Concessionaire. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary. Notwithstanding any assignment or sublease, Concessionaire shall remain fully liable on its agreement with the City and shall not be released from performing any of the terms, covenants and conditions hereof or any payments or other sums to be paid hereunder. Concessionaire acknowledges and agrees that any and all right and interest of the City in and to the Food & Beverage Operation, and all right and interest of the City in its agreement with Concessionaire, may be conveyed, assigned or encumbered at the sole discretion of the City at any time.

11.2 Significant Change of Ownership. If Concessionaire is a corporation (other than one whose shares are regularly and publicly traded on a recognized stock exchange), partnership, limited liability company, or other business entity, Concessionaire represents that the ownership and power to control such entity belongs to and is vested in the person or persons executing its agreement with the City and/or as disclosed to City prior to executing the agreement. If there shall occur any changes of ownership of and/or control of Concessionaire, whether such change of ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of the City, then City shall have the option to terminate the agreement upon thirty (30) days notice to Concessionaire.

ARTICLE XII
RULES AND REGULATIONS

12.1 Rules. Concessionaire's failure to keep and observe the following rules and regulations shall constitute a default under the terms and conditions of the agreement with the City. In addition, City reserves the right from time to time to amend and supplement the rules and regulations, and to impose additional rules and regulations. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to the Concessionaire. Concessionaire agrees to comply with all additional and supplemental rules and regulations upon notice of same from City.

(1) The sidewalks, entrances and passages surrounding the Food & Beverage Operation premises shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Food & Beverage Operation premises of the Concessionaire or occupant.

(2) No awnings or other projections shall be attached to the outside walls or windows of the Food & Beverage Operation premises unless approved by the City.

(3) No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Food & Beverage Operation premises.

(4) The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, acids, or other substances shall be thrown therein. Concessionaire shall not bring or keep, or permit to be brought or kept, any inflammable, combustible or explosive fluid, material, chemical or substance in or about the Food & Beverage Operation premises.



(5) No animals, unless approved by the City in advance, of any kind shall be brought into or kept in or about the Food & Beverage Operation premises. Concessionaire shall not cause or permit any unusual or objectionable odors to emanate from the Food & Beverage Operation premises.

(6) No space in the Food & Beverage Operation premises shall be used for manufacturing, or for the storage or sale of merchandise, goods or property of any kind, at auction, without the prior consent of the City.

(7) Concessionaire shall not make, or permit to be made, any unseemly or disturbing noises, or disturb or interfere with visitors of the Golf and Country Club, whether by the use of any musical instrument, radio, television set, or other audio device, musical noise, whistling, singing, or in any other way.

(8) Concessionaire shall provide the City Police Department with copies of any keys and codes for any locks or bolts of any kind placed upon any of the doors or windows. In addition, any alarm codes shall be provided to the City Police Department. Concessionaire must, upon the termination of this agreement, restore or return to the City all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by Concessionaire.

(9) The City shall have the right to prohibit any advertising in or around the Golf and Country Club by the Concessionaire or any other party which, in the City's opinion, tends to impair the reputation or desirability of the Golf and Country Club, and upon notice from the City, the Concessionaire or the other party shall refrain from or discontinue such advertising.

(10) Concessionaire, before closing and leaving the Country Club Food & Beverage Operation premises, shall ensure that all doors are locked and all windows are closed.

(11) The Country Club Food & Beverage Operation shall not be used, or permitted to be used, for lodging or sleeping, or for any immoral or illegal purpose.

ARTICLE XIII
DEFAULT

13.1 Default by Concessionaire. If Concessionaire fails to comply with any term or condition of this Agreement or fails to perform any of its obligations hereunder, then Concessionaire shall be default. Upon the occurrence of a default hereunder the City, in addition to all remedies available to it by law may, as provided herein, upon written notice to Concessionaire, terminate this Agreement. Concessionaire understands and agrees that termination of this Agreement under this section shall not release Concessionaire from any obligation accruing prior to the effective date of termination. Should Concessionaire be unable or unwilling to commence performance of the services within the time provided or contemplated herein, then, in addition to the foregoing, Concessionaire shall be liable to the City for expenses incurred as a result of the non-performance including all costs and expenses incurred by the City in the re-procurement of services, including consequential and incidental damages.



The occurrence of any one or more of the events below shall constitute as a Default by Concessionaire under this agreement:

1. Concessionaire fails to continue the operation of the Grill/Bar Area for business from the commencement date of the agreement and/or be fully operational within one year from the date the permit was issued for any initial facility improvements.
2. Concessionaire fails to pay any monthly installment of Revenue, or any other sums due hereunder, as and when the same become due or within five (5) days thereof, without any prior demand by the City or any other party.
3. Concessionaire ceases to fully conduct its business as specified within the RFP.
4. Concessionaire removes, attempts to remove, or permits to be removed from the Food & Beverage Service Areas, except as required herein, upon City's approval, or in the usual course of business, any trade fixtures, equipment, goods, furniture, effects or other property.
5. Concessionaire vacates the Food & Beverage Operation or abandons the possession thereof before the expiration of the Term of the agreement and without the written consent of the City, or uses the same for purposes other than the purposes for which the same are hereby authorized, or ceases to use the Food & Beverage Operation for the purposes herein contained.
6. An execution or other legal process is levied upon the goods, furniture, effects or other property of Concessionaire brought upon the Food & Beverage Operation Areas or upon the interest of Concessionaire in the agreement, and the same is not satisfied or dismissed within thirty (30) days from such levy. 7. Concessionaire violates any other term, condition or covenant herein on the part of Concessionaire to be performed or complied with, and Concessionaire fails to commence and proceed with diligence and dispatch to remedy the same within thirty (30) days after written notice thereof, is given by City to Concessionaire.
8. Concessionaire fails to pay any of its operational costs or expenses (i.e. food, liquor, utility services, etc.).
9. Concessionaire fails to timely complete renovations and improvements authorized and approved by the City.
10. Any failure to provide or file any required document, report or form.
11. Any failure to abide by any rules, regulations, laws, statutes, ordinances or policies.
12. Any actions that would jeopardize or threaten the validity or existence of any required license, permit or insurance coverage.
13. The filing of any general assignment for the benefit of creditors.
14. The filing of any voluntary or involuntary bankruptcy.
15. The filing of any corporate liquidation, dissolution, or reorganization.
16. The appointment of any trustee, received or liquidator.

13.2 Revenue Payment Default Procedures. If any Event of Revenue Default occurs, then at any time thereafter while the Event of Revenue Default continues, City shall have the right to pursue such remedies as may be available to City under the law, including, without limitation, the right to give Concessionaire notice that City intends to terminate the agreement upon a specified date not less than three (3) days after the date notice is received by Concessionaire, in which event the agreement shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of the agreement. If, however, the default is cured within the three (3) day period and the City is so notified, the agreement will continue. Concessionaire shall not be allowed more than three (3) notices and cure periods in any given year of any Term, and no more than five (5) notices and cure periods



during the entire Term of the agreement, for Events of Default related to payment of Revenues to the City.

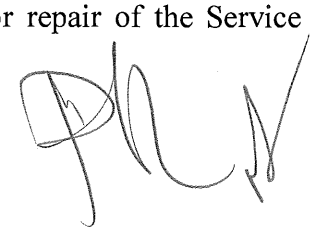
13.3 Operational Default Procedures. Termination of Agreement based upon cause if Concessionaire hereto is in violation of any of the terms, conditions, covenants, and mutual provisions of this Agreement, City shall give the violating party written notice of the claimed violation(s) and given thirty (30) days, from the receipt of said notice, in which to cure said violation(s). If the violation(s) cannot reasonably be cured within the required thirty (30) day period, the violating party shall request, and the City shall grant, any additional curative time that may be reasonably required, so long as the violating party has already commenced actions to cure the violation(s), and said party continues to diligently pursue said curative actions during the curative extension period. If the violation(s) are not cured within the curative periods provided herein, the City may then serve the Concessionaire with a "Termination for Cause" Notice which shall terminate this Agreement between the parties upon receipt by the Concessionaire.

13.4 Default by City. Termination of Agreement based upon cause if City hereto is in violation of any of the terms, conditions, covenants, and mutual provisions of this Agreement, Concessionaire shall give the City written notice of the claimed violation(s) and given thirty (30) days, from the receipt of said notice, in which to cure said violation(s). If the violation(s) cannot reasonably be cured within the required thirty (30) day period, the City shall request, and the Concessionaire shall grant, any additional curative time that may be reasonably required, so long as the City has already commenced actions to cure the violation(s), and said party continues to diligently pursue said curative actions during the curative extension period. If the violation(s) are not cured within the curative periods provided herein, the Concessionaire may then serve the City with a "Termination for Cause" Notice which shall terminate this Agreement between the parties upon receipt by the City.

ARTICLE XIV
ACCESS BY CITY

14.1 Access for City Repairs. City or City's agents shall have the right to enter all Food & Beverage Service Areas, at reasonable times, to examine the same and to make such repairs, alterations, improvements or additions as City may deem necessary or desirable. Concessionaire must provide the City with access to such areas within two (2) business days after the City's request for access.

4.2 Access for City Entry & Inspections. During the six (6) months prior to the expiration of the term of this Agreement, City may exhibit the Food & Beverage Service Areas to prospective Concessionaire(s), and place upon such areas the usual notice "To Let" or similar notice, in a location that does not obscure Concessionaire's sign. If Concessionaire shall not be personally present to open and permit entry into the Food & Beverage Service Areas, at any time, when for any reason entry therein shall be necessary, City or City's agents may enter the same without in any manner affecting the obligations and covenants of this Agreement. City shall have immediate access in the event of an emergency. Any such entry shall be calculated to minimize interference with or disruption of Concessionaire's operations within the Service Areas. Nothing herein contained, however, shall be deemed or construed to impose upon the City any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the Service Areas or any part thereof, except as otherwise herein specifically provided.



ARTICLE XV
QUIET ENJOYMENT

15.1 Peaceful Occupancy. Upon payment by the Concessionaire of all Revenues due to City herein provided, and upon the observance and performance of all the covenants, terms and obligations on Concessionaire's part to be observed and performed, Concessionaire shall peaceably and quietly hold and enjoy the Food & Beverage Service Areas for the term of this Agreement without hindrance or interruption by City or any other person or persons lawfully or equitably claiming by, through or under the City, subject, nevertheless, to the terms and conditions of this Agreement.

ARTICLE XVI
GUARANTY

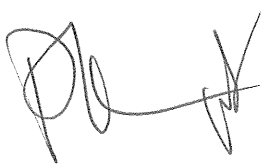
16.1 Revenues Guaranteed to City. The payment of all revenues due to the City by the Concessionaire pursuant to the provisions of this Agreement are to be guaranteed pursuant to that Guaranty Agreement, a copy of which is attached hereto as Exhibit "B" and made a part hereof.

ARTICLE XVII
GENERAL AND INFORMATIONAL PROVISIONS

17.1 Entire Agreement. This Agreement and any Exhibits attached hereto constitute all agreements, conditions and understandings between City and Concessionaire concerning the Service Area and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon City or Concessionaire unless reduced to writing and signed by them.

17.2 Amendments. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

17.3 Notices Required by Agreement. All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, tele-copied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service (provided in each case a receipt is obtained), or on the date of transmission with confirmed answer back if tele-copier or fax if transmitted before 5 P.M. on a business day and on the next business day if transmitted after 5 P.M. or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery



is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the City at:

City of Miami Springs
Attn: William Alonso, City Manager/ Finance Director
201 Westward Drive
Miami Springs, Fl. 33166
Telephone: (305) 805-5011
Fax: (305) 805-5040

(b) If to Concessionaire at:

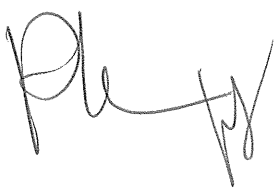
CONCESSIONAIRE
Attn: _____, General Manager
6355 NW 36 Street, Suite 603
Miami, FL 33166
Telephone: (305) 640-0661

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

17.4 Disclosure of Beneficial Interests. Concessionaire represents that simultaneously with Concessionaire's execution of this Agreement, Concessionaire has executed and delivered to City the Disclosure of Beneficial Interests attached hereto, disclosing the name and address of every person or entity having a five percent (5%) or greater beneficial interest in the ownership of the Concessionaire. Concessionaire warrants that in the event there are any changes to the names and addresses of the persons or entities having a five percent (5%) or greater beneficial interest in the ownership of the Concessionaire after the date of execution of the Disclosure and prior to the Effective Date of the Agreement, Concessionaire shall immediately, and in every instance, provide written notification of such change to the City pursuant to Section 17.03 of this Agreement.

17.5 Severability. If any term of this Agreement or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17.6 Broker's Commission. Concessionaire represents and warrants that Concessionaire has not dealt with any real estate salesperson, agent, finder or broker in connection with this Agreement and further agrees to indemnify, defend and hold harmless City from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Concessionaire. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.



17.07 Waiver of Jury Trial. THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS AGREEMENT OR Concessionaire's USE AND OCCUPANCY OF THE SERVICE AREA.

17.8 Governing Law and Venue. This Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of Florida. In the event of litigation in regard to the parties' agreement, the venue for such action shall be in Miami-Dade County, Florida.

17.9 Time of Essence. The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

17.10 Waiver, Accord and Satisfaction. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver. The waiver by City of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by City to or of any act by Concessionaire requiring City's consent to or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent similar act by Concessionaire. No re-entry by City subsequent to an act of default by Concessionaire shall bar the recovery of payments or damages for the default of any of the terms, conditions or covenants on the part of Concessionaire herein contained. The receipt of payment after default or condition broken, or delay on the part of City to enforce any right hereunder, shall not be deemed a waiver of any default by Concessionaire of any term, covenant or condition of this Agreement, or a waiver of the right of the City to terminate this Agreement or re-enter the Service Area or to re-let same, unless the payment received is for the full amount of rent, penalties, interest, and other amounts past due and non-payment of the same was the sole act of default.

17.11 Construction. No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

17.12 Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

17.13 Survival. Except as otherwise permitted herein, Concessionaire shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Concessionaire hereunder arising prior to the date of such termination.

17.14 Effective Date of Agreement. This Agreement is expressly contingent upon the approval of the City of Miami Springs City Council, and shall become effective only when signed by all parties and approved by the City of Miami Springs City Manager (the "Effective Date").

17.15 Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and permitted assigns of the said parties; and if there shall be more than one Concessionaire, they shall be bound jointly and severally by the terms, covenants and agreements herein. In the event City sells its interest in the Service Area and the purchaser assumes City's obligations and covenants, City shall thereupon be relieved of all further obligations hereunder.

17.16 Public Entity Crimes. As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Agreement or performing any work in furtherance hereof, Concessionaire certifies that it, its affiliates, employees, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

17.17 Independent Contractor Relationship. The Concessionaire is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Contractor and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places be subject to the Concessionaire's sole direction, supervision, and control. The Concessionaire shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Concessionaire's relationship, and the relationship of its employees, to the City shall be that of an Independent Contractor and not as employees or agents of the City.

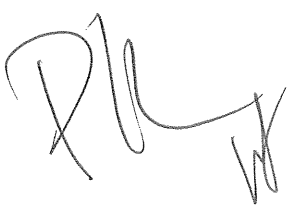
The Concessionaire does not have the power or authority to bind the City in any promise, agreement, or representation other than specifically provided for in this Agreement.

17.18 No Third Party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of Miami Springs, Elected Officials or employees of the City, or the Concessionaire.

17.19 Attorney Fees and Costs. That should it become necessary for either party to this Agreement to bring suit to enforce any provisions hereof or for damages on account of any breach of this Agreement, the prevailing party in any such litigation, and any appeals therefrom, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorney's fee as fixed by the court.

17.20 Miscellaneous Provisions

A. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.



B. Title and paragraph headings contained herein are for convenient reference and are not a part of this Contract.

C. No waiver or breach of any provisions of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such law, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Contract shall remain unmodified and in full force and effect or limitation of its use.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

F. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors or assigns.

G. Concessionaire has been procured and is being engaged to provide services to the City as an Independent Food & Beverage Operation Services, and not as an agent or employee of the City. Accordingly, Concessionaire shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pensions Ordinances of the City, nor any rights generally afforded classified or unclassified employees. Concessionaire further understands that Florida Worker's Compensation benefits available to employees of the City are not available to Food & Beverage Operation Services, and Concessionaire agrees to provide workers' compensation insurance for any employee or agent of Concessionaire rendering services to the City under this Agreement.

H. This instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of the date hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

I. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

[THIS SECTION LEFT INTENTIONALLY BLANK. SIGNATURES TO FOLLOW.]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written in five (5) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed to be an original Agreement.

CITY OF MIAMI SPRINGS,
A Municipal Corporation

BY: _____
WILLIAM ALONSO, City Manager

ATTEST:

_____
ERIKA GONZALEZ-SANTAMARIA, MMC
City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared WILLIAM ALONSO and ERIKA GONZALEZ-SANTAMARIA, the City Manager and City Clerk respectively, of the City of Miami Springs,

[✓] personally known to me, or
[ ] produced identification: _____

who being first duly sworn by me, state that they have executed the foregoing Agreement for the purposes herein expressed.

SWORN TO AND SUBSCRIBED before me this 30 day of July, 2019.

_____
NOTARY PUBLIC, State of Florida at Large

MY COMMISSION EXPIRES:

10/20/2023

JUAN D. GARCIA
MY COMMISSION # GG 347478
EXPIRES: October 20, 2023
Bonded Thru Notary Public Underwriters

GRENHOUS CAFE, LLC

BY: [signature]
Print Name: [illegible]
Print Title: President

ATTEST:
[signature]
Print Name: ERIKA GONZALEZ

(SEAL)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared Ismail Kemmache, General Manager and Secretary respectively, of the firm of Concessionaire

[ ] personally known to me, or
[✓] produced identification: FL Drivers License

who being first duly sworn by me, state that they have executed the foregoing Agreement for the purposes herein expressed.

SWORN TO AND SUBSCRIBED before me this 30 day of July, 2019.

[signature]
NOTARY PUBLIC, State of Florida at Large

MY COMMISSION EXPIRES:

10/20/2023

JUAN D. GARCIA
MY COMMISSION # GG 347478
EXPIRES: October 20, 2023
Bonded Thru Notary Public Underwriters

[signature]

EXHIBIT "A"
Food Truck Stationing Area

EXHIBIT "B"

GUARANTY AGREEMENT

THIS IS A GUARANTY AGREEMENT made and executed on July 30, 2019 by the undersigned (hereinafter called the "Guarantor").

WITNESSETH

WHEREAS, Smail Kemmache (herein called "Concessionaire") and the CITY OF MIAMI SPRINGS, FLORIDA, a municipality of the State of Florida (herein called the "City") have entered into a certain Food and Beverage Service Agreement, dated July 30, 2019 (herein called the "Agreement"); and

WHEREAS, in order to induce the City to enter into the Agreement, the undersigned Guarantor has agreed to guarantee the payment of all payment and charges, and the performance of all of Concessionaire's obligations, under the Agreement.

NOW, THEREFORE, in consideration of the execution and delivery of the Agreement by the City, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

1. The undersigned Guarantor does hereby guarantee to the City the due and punctual revenue payment of all Monthly/Annual Rent, Additional Rent and other sums due and payable under the Agreement, and each and every installment thereof, as well as the full and prompt and complete performance by the Concessionaire of each and every covenant, condition, provision and obligation of the Concessionaire in the Agreement for the full Term of the Agreement and any extension thereof, as permitted by the Agreement, with no less force and effect than if the undersigned were named as the Concessionaire in the Agreement and the undersigned, will forthwith on demand pay all amounts at any time in arrears, and will make good any and all defaults occurring under the Agreement.

2. This Guaranty Agreement shall be an absolute, continuing, irrevocable, unconditional, and unlimited guaranty of payment, and the City shall not be required to take any proceedings against the Concessionaire, or give any notice to the undersigned before the City has the right to demand payment or performance by the undersigned upon default by the Concessionaire. This Guaranty Agreement and the liability of the undersigned hereunder shall in no way be impaired or affected by any assignment which may be made of the Agreement, or any subletting thereunder, or by any extension(s) of the payment of any rental or any other sums provided to be paid by Concessionaire, or by any forbearance or delay in enforcing any of the terms, conditions, covenants or provisions of the Agreement or any amendment, modification or revision of the Agreement.

3. No action or proceeding brought or instituted under this Guaranty Agreement against the undersigned, and no recovery had in pursuance thereof shall be a bar or defense to any further action or proceeding which may be brought under this Guaranty Agreement by reason of any further default or defaults of Concessionaire.

4. The liability of the Guarantor shall not be deemed to be waived, released, discharged, impaired or affected by reason of the release or discharge of the Concessionaire by any creditors, receivership, bankruptcy (or reorganization proceedings under the Bankruptcy Act) or other proceedings, or the rejection or disaffirmance of the Agreement in any proceedings.

5. There shall be no modification of the provisions of this Guaranty Agreement unless the same is in writing and signed by the undersigned and the City.

6. All of the terms, agreements and conditions of this Guaranty Agreement shall extend to and be binding upon the undersigned, their heirs, personal representatives, administrators, and assigns, and shall inure to the benefit of the City, its successors, and assigns, and to any future owner of the fee of the Licensed Area referred to in the Agreement. Terms not defined herein shall have the same meaning as in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Signature

Erika Gonzalez
Printed Name

Signature

Tammy Romero
Printed Name

GUARANTOR:

Signature

Smail Kemmache
Printed Name

CITY OF MIAMI SPRINGS

Purchasing Department
201 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305)805-5035
Fax: (305)805-5040
romerot@miamisprings-fl.gov

Tammy Romero
ACM

LEGAL NOTICE
REQUEST FOR PROPOSAL # 03-18/19

Food & Beverage Operation Services
at the City of Miami Springs Golf and Country Club

The City of Miami Springs (the "City") is soliciting sealed proposals from qualified proposers to provide Food & Beverage ("F&B") Operation Services—to operate and maintain, as a concession, the food and beverage and banquet facilities—at the Miami Springs Golf and Country Club (the "Country Club").

Proposals responsive to this Request For Proposal # 03-18/19 (the "RFP") must be received by **2:30 P.M. on Wednesday, May 1st, 2019** by the City via the City Clerk, on the 2nd floor, Miami Springs City Hall, 201 Westward Drive, Miami Springs, Florida 33166. Proposals will then be transferred to the Council Chambers, at the time, date, and place noted above, and proposals will be publicly opened. Any proposals received after time and date specified will not be considered and returned to the proposer unopened.

A **Recommended Site Visit and Pre-Bid Conference** will be held on **Wednesday, April 3rd, 2019 at 9:30 AM.** RFP responders are to meet at **the Country Club** located at 650 Curtiss Parkway, for a site visit. Following the site visit, a **Recommended** pre-bid conference will be held at the **City of Miami Springs, Council Chambers, 2nd floor**, 201 Westward Drive, Miami Springs, FL 33166 where any technical questions will be answered.

Deadline to request any additional information/clarification will be Wednesday, April 10th, 2019.

This RFP is posted at DemandStar (https://www.demandstar.com), a third party online platform the advertisement of government quotes, bids, and proposals, as well as on the City's Website (http://www.miamisprings-fl.gov/finance/requests-proposal-rfp). This RFP is also available upon written request to Tammy Romero at romerot@miamisprings-fl.gov. All requests must be accompanied by name, address, phone and fax number.

The City reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this RFP, including, but not limited to, the deadlines for submission, the submission requirements and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Request for Proposals at any time. The Proposer, who is otherwise deemed responsible and submits the lowest responsive and responsible response, shall, subject to the conditions, limitations and restrictions previously set forth herein, be awarded the Request for Proposal, subject to the negotiation of a mutually acceptable Contract with the City.

CITY OF MIAMI SPRINGS

REQUEST FOR PROPOSAL # 03-18/19

Food & Beverage Operation Services

at the

Miami Springs Golf and Country Club

Owned by: City of Miami Springs

Purchasing Department
201 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305)805-5035
Fax: (305)805-5040
romerot@miamisprings-fl.gov

Tammy Romero
ACM

LEGAL NOTICE

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Proposals responsive to this Request For Proposal # 03-18/19 (the "RFP") must be received by **2:30 P.M. on Wednesday, May 1st, 2019** by the City via the City Clerk, on the 2nd floor, Miami Springs City Hall, 201 Westward Drive, Miami Springs, Florida 33166. Proposals will then be transferred to the Council Chambers, at the time, date, and place noted above, and proposals will be publicly opened. Any proposals received after time and date specified will not be considered and returned to the proposer unopened.

A **Recommended Site Visit and Pre-Bid Conference** will be held on **Wednesday, April 3rd, 2019 at 9:30 AM**. RFP responders are to meet at **the Country Club** located at 650 Curtiss Parkway, for a site visit. Following the site visit, a **Recommended** pre-bid conference will be held at the **City of Miami Springs, Council Chambers, 2nd floor**, 201 Westward Drive, Miami Springs, FL 33166 where any technical questions will be answered.

Deadline to request any additional information/clarification will be Wednesday, April 10th, 2019.

This RFP is posted at DemandStar (https://www.demandstar.com), a third party online platform the advertisement of government quotes, bids, and proposals, as well as on the City's Website (http://www.miamisprings-fl.gov/finance/requests-proposal-rfp). This RFP is also available upon written request to Tammy Romero at romerot@miamisprings-fl.gov. All requests must be accompanied by name, address, phone and fax number.

The City reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this RFP, including, but not limited to, the deadlines for submission, the submission requirements and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Request for Proposals at any time. The Proposer, who is otherwise deemed responsible and submits the lowest responsive and responsible response, shall, subject to the conditions, limitations and restrictions previously set forth herein, be awarded the Request for Proposal, subject to the negotiation of a mutually acceptable Contract with the City.

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SECTION 1 - GENERAL INFORMATION

1. Purpose.

Pursuant to this Request for Proposals # 03-18/19 (the "RFP"), the City of Miami Springs (the "City") is soliciting sealed proposals from qualified proposers to provide Food & Beverage ("F&B") Operation Services to operate and maintain, as a concession, the food and beverage and banquet facilities at the Miami Springs Golf and Country Club (the "Country Club").

The City is endeavoring to offer to its residential community, golfing patrons, and the public at large enhanced F&B experiences at the bar, dining, and banquet facilities at the Country Club at a level that meets the expectations of today's consumer, via a private provider. The City is striving to ensure that it receives adequate and appropriate compensation from the private business allowed to operate on public property. This City encourages proposers to submit proposals that provides the required F&B offerings in a setting that maximizes a highly positive customer experience while incorporating high-quality products with reasonable prices.

The purpose of this RFP is to have qualified parties furnish important information about their qualifications and financial fitness to perform the F&B Operation Services as further described herein. This RFP is not intended to completely define the future contractual relationship between the City and the successful proposer. The recommendation of award and the award itself will not vest any proposer with any rights regarding the RFP, absent entering into an agreement with the City.

2. Background.

The City of Miami Springs Golf Course (the "Golf Course") is a 183-acre, 18-hole golf course, which includes a driving range and practice putting green; a country club area containing a pro-shop and restaurant and banquet facilities, and a full-service bar and catering kitchen. The golf course opened in September 1923 and hosted approximately 26,078 rounds of golf in fiscal year 2014/2015; 28,763 rounds in fiscal year 2015/2016; 29,045 rounds in fiscal year 2016/2017 and 29,629 rounds in fiscal year 2017/2018. The golf course is located near the Miami International Airport and major hotels. The F&B Operation service is located in the golf course county club.

An aerial Google map of the course, photographs and plan/layout of the Golf and Country Club are attached hereto as Exhibit "A".

3. Service Area.

The Country Club's F&B area is approximately 10,000 square feet and includes the areas as follows (Rooms and capacity):

- "Grill" Room - capacity of 88± people also includes:
  - Full-service bar
  - Kitchen (110 sq. ft.)
  - Existing pro-shop and office areas included in grill room (pro-shop to be relocated to Curtiss Room)
- "Majestic" Room (restaurant/banquet) - capacity of 150 people
- "Dynasty" Room (restaurant/banquet) - capacity of 210 people
- Catering Kitchen (1,500 sq. ft.)
- Uncovered Patio (800 sq. ft)

Note: square footages provided are approximations only.

4. Request for Proposal Information.

A. Request Documentation and information:
This RFP is posted at DemandStar (hwww.demandstar.com), a third party online platform the advertisement of government quotes, bids, and proposals, as well as on the City's Website (http://www.miamisprings-fl.gov/finance/requests-proposal-rfp). This RFP is also available upon written request to Tammy Romero at romerot@miamisprings-fl.gov. All requests must be accompanied by name, address, phone and fax number.

All inquiries suggestions or requests concerning interpretation, clarification or additional information pertaining to this RFP must be requested in writing via letter, fax or e-mail **no later than 5:00PM on April 10th, 2019** to:

Tammy Romero, ACM
201 Westward Drive
Miami Springs, Fl. 33166
Phone: 305-805-5035
Fax: 305-805-5040
E-mail: romerot@miamisprings-fl.gov

B. Recommended Site Visit and Pre-Bid Conference will be held on **April 3rd, 2019 at 9:30 AM.** RFP responders are to meet at **the Country Club** located at 650 Curtiss Parkway, for a site visit. Following the site visit, a **Recommended** pre-bid conference will be held at

the **City of Miami Springs, Council Chambers, 2nd floor**, 201 Westward Drive, Miami Springs, FL 33166 where any technical questions will be answered.

C. RFP Response. One (1) original, three (3) copies and two (2) electronic copy on CD or USB of this entire document as well as any other pertinent documents must be returned in order for the proposal to be considered for award. Proposals must be received on or before **Wednesday, May1st, 2019**, in a sealed and labeled envelope (package) and shall be delivered to:

City Clerk's Office
2nd floor
City of Miami Springs
201 Westward Drive
Miami Springs, Fl. 33166

Responses must be clearly marked on the outside of the package with a label as follows:

RFP# 03-18/19 Food & Beverage Operation Services

The City will not be responsible for the premature opening of or failure to open a proposal not properly identified. If the proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing with the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.

Proposals, including those sent by mail, must be received and delivered to the designated location (listed above) prior to the time and date for receipt of proposals indicated above, or any extension thereof made by Addendum. Proposals received after the time and date for receipt of proposals will be returned unopened.

Each RFP Responder shall assume full responsibility for timely delivery at the location designated for receipt of proposals. **Oral, telephonic, faxed or e-mailed Proposals are invalid and will not receive consideration.**

5. Cone of Silence.

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction.

The Cone of Silence shall be imposed on this RFP upon its advertisement. The Cone of Silence prohibits the following activities:

(1) Any communication regarding this RFP between a potential vendor, service provider, Proposer, lobbyist or consultant and the City's professional staff;
(2) Any communication regarding this RFP between the Mayor, Council members and any member of the Mayor and Council's professional staff;
(3) Any communication regarding this RFP between potential vendor, service provider, Proposer, lobbyist or consultant and any member of a selection committee;
(4) Any communication regarding this RFP between the Mayor, Council members and any member of the selection committee therefore;
(5) Any communication regarding this RFP between any member of the City's professional staff and any member of the selection committee; and
(6) Any communication regarding this RFP between a potential vendor, service provider, Proposer, lobbyist or consultant and the Mayor or Council

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

(1) oral communications at pre-bid conferences;
(2) oral presentations before selection of evaluation committees;
(3) public presentations made to the City Council during any duly noticed public meeting;
(4) written communications regarding a particular RFP, RFP, or bid between a potential vendor, service provider, Proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFP, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
(5) communications with the City Attorney and his or her staff;

(6) duly noticed site visits to determine the competency of bidders/Proposers regarding a particular bid/statement during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;

(7) any emergency procurement of goods or services pursuant to City Code;

(8) responses to the City's request for clarification or additional information pursuant to section 2 subsection 3 of this RFP;

(9) contract negotiations during any duly noticed public meeting;

(10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular bidder or Proposer shall render the RFP award or bid award to said bidder or Proposer voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

6. Projected Timeline: (Dates are subject to change)

Advertise Request for Proposal	**March 21st, 2019**
Recommended Site Visit/ Pre-Bid Meeting	**April 3rd, 2019**
Clarification deadline	**April 10th, 2019**
Amendment (pending complexity)	**April 15th, 2019**
Bid Opening	**May 1st, 2019**
Recommendation of Award to City Manager and Council	**May 13th, 2019**
Presentations	**TBD**
Pre-Services Meeting	**TBD**
Contract Start Date	**TBD**
Contract End Date	**TBD**

7. Bid Bond.

Not applicable

8. Local Business.

No local preference will be given unless in the event of a tie.

9. Proposal Format and Signatures.

To receive consideration, the Proposal must be submitted on the Proposal forms as provided by the City. This Request for Proposal must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Proposals must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the bid may be attached behind the Bid Response form. Copies may be obtained from the Purchasing Department, 201 Westward Drive, Miami Springs, FL 33166. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10. Method of Award.

The City will open all submittals received at the time, date and place noted on the Legal Notice in a public forum and will announce the name of the Proposer that submitted. The City will review all submittals for bid compliance according to the requirements set forth in this RFP and evaluate the submittals. In order to be deemed responsive the bids must meet or exceed the minimum requirements established herein and contain all required forms listed of this solicitation. The City shall be the sole judge in determining Proposer's qualifications.
The City, at its sole discretion, reserves the right to inspect any / all Proposer's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Proposer, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

Upon approval of the City Council, a contract shall be awarded to one (1) Proposer selected as the most responsible, responsive Proposer meeting all specifications. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City reserves the right not to award or to reject proposals from vendors that are currently in litigation with the City or as a result of any prior lawsuit with the City.

11. Evaluation - The City will evaluate all Proposals to select a firm/individual.

The purpose of the Evaluation Process is to judge the proposals submitted in response to this RFP and to establish the most advantageous proposal, further identified as the #1 or highest ranked firm/individual. Each proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

As Phase 1, the City's selection committee will evaluate and score proposals based on the evaluation criteria provided below. The proposals will subsequently be ranked based on scores, and the Selection Committee will recommend the proposal that is highest ranked and/or otherwise furthers the best interests of the City. The evaluation criteria is as follows:

1. **Operational Plan/Business Plan (30 points)**
   A maximum of 30 points may be assigned to this category with the most points being given to the proposal that indicates the best operational plan/business plan as determined by the Procurement Department.

2. **Experience/Qualifications (25 points)**
   A maximum of 25 points may be assigned to this category with the most points being given to the proposal exhibiting the most relevant experience and best Proposer qualifications as determined by the Procurement Department.

3. **Revenue Proposal (45 points)**
   A maximum of 45 points may be assigned to this category with the most points being given to the proposal which indicates the largest Concession Fee revenue income to the City. The highest amount of proposed Concession Fee may receive the maximum 45 points. Each other proposal shall receive a proportionate reduction in points based on the Concession Fee proposed from highest to lowest amount proposed.

The City shall be the sole judge of its own best interests, the statement, and the resulting negotiated agreement. The City reserves the right to proceed with award of the RFP following Phase 1 or to proceed to Phase 2, which would be to short list proposals and require presentations from the top ranked proposers before the Selection Committee or the City Council. The City reserves the right to establish at any time the number of the proposers that may be asked to present during Phase 2, if at all.

All finalists are in equal standing at the beginning of Phase 2. For further clarification, the City may require each finalist to provide discussions, interviews, phone conferences, oral presentations, and clarification of the Proposals submitted. This information will allow each firm/individual an opportunity to provide the Selection Committee/City Council additional insight regarding their statement and that of the qualifications of the firm/individual. Each Selection Committee member or member of the City Council shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories. The points awarded for each Category will be totaled, ranked and tabulated to determine the top ranked firm/individual.

12. Council Review.

Upon the completion of the evaluation process, the rankings supporting documents, and staff recommendation will be presented to the City Council. The City Council may

a) award based upon staff recommendation in Phase 1;
b) request presentations by any number of the ranked proposers as Phase 2, before making an award of the RFP;
c) ask staff to re-evaluate proposals based upon City Council discussions; and
d) reject all proposals.

13. Tie Statements.

Whenever a tie occurs for the top ranking position after any phase of the evaluation process, the Selection Committee will review the proposal to determine if the proposer is a local company. A local company will first be defined as one located within the City of Miami Springs; if neither proposer is located with the City of Miami Springs, locality will be defined as located within Miami-Dade County. If the tie cannot be broken using this local preference, the time-stamp of the proposal shall be reviewed to determine the earliest received RFP. The selection committee shall award the earliest submitted statement the highest ranking in a tie scenario.

14. Award of Contract.

The City anticipates entering into a contract with the person/company whose Proposal is judged by the City to be most advantageous. The City anticipates awarding one contract. This RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until statements are reviewed and accepted by appointed staff, the best statement has been identified, negotiations with the firm/individual has been authorized by the appropriate level of authority within the City, an agreement has been executed by parties and approved by the appropriate level of authority within the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the next highest ranked firm/individual determined by the Selection Committee, or it may re-solicit statements.

15. Insurance Requirements.

Each proposer must furnish evidence of insurance with submittal of this Proposal. Prior to execution of the contract, the City of Miami Springs must be listed as an "Additional Insured" (see General Conditions and Instructions). Successful Proposer shall maintain, at their sole expense and during the term of this agreement insurance requirements specified in General Conditions and Instructions.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance to policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.
The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At award time, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Miami Springs as additional named insured on each of the policies referenced in the General Conditions & Instructions.

SECTION 2 - GENERAL CONDITIONS AND INSTRUCTIONS

1. Definitions.

(i) We/Us/Our/City: These terms refer to the City of Miami Springs, Florida, a Florida municipal corporation. "They" may also be used as pronouns for various subsets of the City organization as content will indicate.

Procurement Division: The Division responsible for handling procurement-related issues within the City.

Departments: The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation, the Golf and Country Club.

Authorized Representative: The user Department's contacts for interaction regarding contract administration.

(ii) You/Your: The term refers to the person(s) or entity(ies) submitting a response to this RFP, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Respondent will have different obligations than "you" as a Successful Respondent will have upon awarding of this contract.

Successful Respondent/Submitter: The Respondent whose response to this solicitation is deemed the most highly qualified. A Respondent will be approved for award by the City Council, and a contract will be negotiated and executed for the provisions of the goods and/or services specified in this RFP and a Notice of Commencement will be issued.

(iii) Proposals/Submittal: The written, sealed document submitted by the Respondent in response to this RFP. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

2. Acceptance or Rejection of Proposals.

The City of Miami Springs reserves the right to waive irregularities or technicalities in proposals or to reject all proposals or any part of any proposal.

3. Examination of Documents and Clarification.

Each Respondent shall examine all parts of this RFP's documents and shall judge all matters relating to the adequacy and accuracy of such documents. The City shall not be responsible for oral interpretations given by any City employee, representative, or others. No plea of ignorance, by the Respondent, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the

requirements of the City or the compensation to the Respondent. If there is any doubt or obscurity as to the meaning of any part of this RFP, the Respondent may request clarification by written request.

Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to these specifications shall be submitted in writing by email to Tammy Romero, Assistant City Manager, romerot@miamisprings-fl.gov. The RFP title and number must be referenced on all correspondence. Should any questions or responses require revisions to the RFP as originally published, such revisions will be by formal amendment only. Answers, citing the question but not identifying the inquirer, will be publically noticed and distributed simultaneously to all known prospective Respondents.

The issuance of a written amendment is the only official method whereby interpretation, clarification or addition information will be given. No person is authorized to give oral interpretations of, or make oral changes to the RFP. If any amendments are issued to this RFP, the City will issue a formal written addendum, which will be shared publically and to all registered prospective Respondents via email notification. Addendums will be uploaded to the City's Procurement webpage. Notwithstanding, it shall be the responsibility of each Respondent, prior to submitting their response, to contact the City to determine if an amendment was issued and make such amendment a part of their response. If necessary, a new submittal opening date may be established by addendum.

4. Assignment.

The successful proposer(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

5. Proposer Certification.

Submission of a signed proposal is proposer's certification that the proposer will accept any awards made to him as a result of said submission at the prices and terms contained therein.

6. Proposal Tabulations.

Proposers desiring a copy of the proposal tabulation may request same by enclosing a self-addressed stamped envelope with their proposal.

7. Proposal Withdrawal.

No proposal can be withdrawn after it is filed unless the proposer makes his request in writing to the City prior to the time set for the opening of proposals, or unless the City fails to accept it within ninety (90) days after the date fixed for opening proposals.

8. Respondent Responsibility.

Before submitting the proposal, each proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by the City that the proposer will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations

and examinations will relieve the successful proposer from his obligation to comply in every detail with all provisions and requirements of the contract documents.

9. Default.

Failure or refusal of a proposer to execute a contract upon award, or withdrawal of a proposal before such award is made, may result in forfeiture of that portion of any proposal surety required equal to liquidated damages incurred by the City. Where surety is not required, failure to execute a contract as described above may be grounds for removing the proposer from the proposer's list.

10. Anti-Trust Provision.

At such times as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively bid (government) contracts for the purchase of these goods and/ or services as may be available.

11. Delivery.

All service, materials, and/or equipment are purchased F.O.B. point of delivery in Miami Springs. The successful proposer must prepay all transportation charges to designated point of delivery in Miami Springs. Collect or Freight Due shipments will be refused.

12. Exceptions to Specifications.

Proposers taking exception to any part or section of these specifications shall indicate such exceptions on their proposal and prove to the satisfaction of the City that said item is equal to, or better than, the product specified. Proposals for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, proposer MUST attach to the specification documents on Company letterhead a statement identifying, but not limited to, the manufacturer, brand name, make, model and/or Catalog Number(s) of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The proposer must indicate any variances to the specification document no matter how insignificant.

The City of Miami Springs reserves the right to approve as an equal, or to reject as not being an equal, any article the proposer proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith. Failure to indicate any exceptions shall be interpreted as the proposer's intent to fully comply with the specifications as written.

Notwithstanding the foregoing, the City reserves the right to prohibit, in advance, any consideration of "or equal" submittals prior to the dissemination of any bid/RFP specifications.

Proposers MUST submit any cost-saving/value-added alternate proposal pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the proposal pricing as specified, allowing for clear evaluation and value-analysis by the City.

13. Florida Government in the Sunshine Law.

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a RFP/Response, Respondent acknowledges that the information submitted with the RFP/Response and the results of the City evaluation are open to public inspection upon proper request. Respondent should take special note of this as it relates to proprietary information that might be included in its RFP/Response.

14. Public Records, Proprietary Information, Audit Rights and Records Retention.

Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier any material submitted in response to this Request for Proposals will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Respondents must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposals by specifically identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and cite the applicable exempting law. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Successful Respondent agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Successful Respondent which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Successful Respondent shall maintain and retain all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes. If the Contract that may result from this RFP contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

15. Qualifications of Proposers.

Each proposer may be required, before the award of any contract, to show to the complete satisfaction of the City of Miami Springs that he has the necessary facilities, ability, and financial resources, to furnish the service/product as specified herein in a satisfactory manner, and he may also be required to show past history and reference which will enable the City to satisfy itself as to the proposer's qualifications. Failure to qualify according to the foregoing requirements may justify the City in rejecting his proposal.

16. Relation of City/ Partnership or Joint Ventures.

It is the intent of the parties hereto that the successful proposer shall be legally considered as an independent contractor and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said successful proposer, his servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

17. Taxes.

The City of Miami Springs is exempt from Federal Excise and State of Florida Sales Tax. State Sales Tax and Use Tax Certificate Number is 85-8012621640C-5.

18. Compliance With Orders and Laws.

Successful respondents shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

- 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, employment practices, rate of pay or other compensation methods, and training.)
- Occupational, Safety and Health Act (OSHA)
- State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes
- Environment Protection Agency (EPA)
- Uniform Commercial Code (Florida Statutes, Chapter 672)
- American with Disabilities Act of 1990, as amended
- National Institute of Occupational Safety Hazards (NIOSH)
- National Forest Products Association (NFPA)
- State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code
- U.S. Department of Transportation
- Cone of Silence, Miami-Dade County Code of Ordinances
- State of Florida Statutes, Section 218.70 et seq., the "Local Government Prompt Payment Act"

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent or Respondent, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to this transaction, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or Qualifications for goods or services to City. Respondent must complete and execute the Acknowledgement of Conformance with Orders and Law Standards Affidavit form. The term "Respondent," as used herein, include any person or entity making a Response herein to City or providing goods or services to City.

Lack of knowledge by the Respondent 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).

19. Attorney Fees and Costs.

In connection with any litigation, mediation or arbitration, including any trials and appeals, arising out of this RFP and any contract awarded pursuant to same, the prevailing party shall be entitled to recover from the other party any and all reasonable attorney's fees and costs, including but not limited to attorney's fees for litigating entitlement to attorney's fees.

20. Applicable Law and Venue.

THIS RFP and the rights and liabilities of the parties hereto shall be governed by the laws of the State of Florida. In the event of any administrative or legal action, mediation, or arbitration arising out of this RFP, the venue for such action shall be in Miami-Dade County, Florida.

21. Governmental Restrictions.

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this RFP prior to delivery, it shall be the responsibility of the Bidder/Respondent to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

22. Submissions of Request for Proposals.

1.26.1 Incurred Expenses. The City is not responsible for any expenses which Respondents may incur for preparing and submitting proposals called for in this Request for Proposals.

1.26.2 Interviews. The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs incurred by the Bidder/Respondent in connection with such interviews/ presentations (i.e. travel, accommodations, etc.).

1.26.3 Request for Modifications. The City reserves the right to request that the Respondents(s) modify a submittal to more fully meet the needs of the City.

1.26.4 Bid/RFP Acknowledgment. By submitting a proposal, the respondent certifies that he/she/it has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

1.26.5 Acceptance/Rejection/Modification to Submittals. The City reserves the right to negotiate modifications to bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the submittals.

1.26.6 Submittals Binding. All proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

1.26.7 Alternate Bids. An alternate bid will not considered or accepted by the City.

1.26.8 Economy of Preparation. Bids should be prepared simply and economically, providing a straightforward, concise description of the Respondents ability to fulfill the requirements of the bid.

1.26.9 Proprietary Information. In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Respondents should be aware that Request for Proposals/Qualifications/Invitation to Bid and the responses are in the public domain. However, the Respondents are required to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All bids/proposals received from Bidders/Respondents in response to this Request for Proposals will become the property of the City and will not be returned to the Respondent. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

23. Cancellation.

In the event any of the provisions of this bid are violated by the Successful Respondent, the City Manager shall give written notice to the Successful Respondent stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City Council reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

24. Property of the City.

Property owned by the City is the responsibility of the City. Such property furnished for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Successful Respondent shall be the responsibility of the Successful Respondent. Damages occurring to such property while in route to the City shall be the responsibility of the Successful Respondent. In the event that such property is destroyed or declared a total loss, the Successful Respondent shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

25. Capital Expenditures.

Successful Respondent understands that any capital expenditures that the Successful Respondent makes, or prepares to make, in order to perform the services required by the City, is a business risk which the Successful Respondent must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Successful Respondent. If Successful Respondent has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City.

26. Term of Contract.

The City and the Successful Respondent shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Council at a fully authorized meeting. If the Bidder/Respondent awarded the project fails to enter into an Agreement as herein provided, the award may be declared null and void, and the project may be awarded to the next most responsible and responsive Respondent, or re-

advertised, as determined by the City. The initial term of the Agreement awarded pursuant hereto shall be from the effective date of the Agreement.

27. Terms and Conditions of Agreement.

The agreement to be entered into with the Successful Respondent shall include, but not be limited to, the following terms and conditions in the same or substantially similar language:

27.1 **Indemnification.** The Successful Respondent agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Successful Respondent, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

27.2 **Patents and Royalties.** The Successful Respondent, without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. The Successful Respondent shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Successful Respondent shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Successful Respondent shall pay all damages and costs awarded against the City.

27.3 **Time of the Essence.** An understanding and agreement, by and between the Successful Respondent and the City, that time is of the essence and that the completion time as specified in Successful Respondent's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

28. Insurance Requirements.

Respondent shall furnish to the City's Procurement and Purchasing Division evidence of insurance with the coverage conditions and policy limits set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference. Submitted evidence of coverage shall demonstrate strict compliance to all requirements. The City of Miami Springs shall be listed as an "Additional Insured". Issuance of a work order is contingent upon the proper insurance documents. All insurance shall be maintained until work has been completed and accepted by the City. The Successful Respondent shall, at its sole expense, maintain in full force and effect at all times during the life of the agreement,

insurance coverage's and limits (including endorsements), as described herein. Each policy shall provide the City with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as City's review or acceptance of insurance maintained by any RFP responder are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by any RFP responder under the Agreement.

29. Termination of Contract.

The City reserves the right to terminate the contract for default or for convenience. In the event of such termination, the City additionally reserves the right to make the award for the balance of the contract period to the next highest Respondent or to rebid.

29.1 Termination for Default. If the Successful Respondent defaults in its performance under this Contract and does not cure the default within **three (3)** days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. Such failure to perform satisfactorily includes all areas of service, availability, delivery, quality and any other area covered by these specifications. In the event of a default, the Successful Respondent shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Respondent was not in default or (2) the Successful Respondent's failure to perform is without his/her control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

29.2 Termination for Convenience. The City Manager may terminate the Contract that may result from this RFP, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience of the City, the Successful Respondent will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

30. Equal Opportunity Regulations.

30.1 Non-Collusion Affidavit. Each Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the RFP submittal. City considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions. By offering a submission pursuant to this RFP, the Party certifies the firm/individual has not divulged, discussed, or compared its/his/her Response with other Parties and has not colluded with any other respondents or parties to this RFP whatsoever. Also, the firm/individual certifies, and in the case of a joint response, each Party thereto certifies, as to its/his/her own organization, that in connection with this RFP. No attempt has been made or will be made by the firm/individual to induce any other person or firm to submit or not to submit a Response for the purpose of restricting competition. The only person or persons interested in this RFP, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Response or in the Agreement to

be entered into. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by the firm/individual for the purpose of doing business.

30.2 Americans with Disabilities. As part of any Response, each firm/individual must submit an executed American with Disabilities Act Non-Discrimination Statement attesting to compliance with 42 U.S.C. Section 12101 et, seq.

30.3 Compliance with Equal Employment Opportunity. The firm/individual shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the firm/individual has agreed to undertake by and through the covenants, and provisions set forth in this RFP or subsequent Agreement.

30.4 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 to provide any goods or services to a public entity, may not submit a Response with a public entity for the construction or repair of a public building or public work, may not submit Response on lease of real property to a public entity, may not be awarded or perform work as a A&E, 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 F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being place on the convicted vendors list.

The above referenced forms are included in 'Forms / Deliverables' at Section 6 of this RFP. Please ensure that you read these forms, and all others contained within Section 6 thoroughly, and return them signed and notarized where required. Proposals received with incomplete forms may be deemed unresponsive.

31. Expenses Incurred in Preparing Proposal.

The City accepts no responsibility for any expenses incurred in the proposal's preparation, and presentation; such expenses are to be borne exclusively by the proposer.

32. Late Proposal Rejection.

The City of Miami Springs is not responsible for the delivery of any bid proposal. All bid proposals received by the Purchasing Agent after the time stated in the Request for Proposal, shall be returned unopened and will not be considered for award.

33. Laws and Regulations.

It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations. Lack of knowledge by the proposer will

in no way be a cause for relief from responsibility. Non-compliance with all federal state and local orders and laws may be considered grounds for termination of contract(s).

34. Licenses and Registrations.

The contractor shall be responsible for obtaining and maintaining any licenses required pursuant to the laws of Dade County, the City of Miami Springs, or the State of Florida. Every vendor submitting a proposal on this Request for Proposal should include a copy of the company's occupational license or a written statement on letterhead indicating the reason no license exists. Miami Springs, Florida-based businesses are required to purchase an Occupational License to conduct business within the City. Vendors residing or based in another state or municipality, but maintaining a physical business facility or representative in Miami Springs, may also be required to obtain such a license by their own local government entity or by Miami Springs. For information specific to Miami Springs occupational licenses call (305) 805-5030.

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SECTION 3 - SPECIAL CONDITIONS

1. Term of Agreement

The term of the agreement following this RFP shall commence on *To Be Determined*, (the "Commencement Date") and shall extend for a period of five (5) years thereafter (the "Term") unless sooner terminated pursuant to the provisions of the agreement. The City will have the option to extend the agreement for an additional five (5) year, which the City may exercise in its absolute discretion.

2. Minimum Qualifications.

The minimum qualifications listed below demonstrate that the Proposer is qualified to conduct a successful F&B operation and is capable of satisfying the obligations under the F&B Service Agreement with the City. The City, in its sole discretion, will determine if the Proposer meets the minimum qualifications by evaluating the information supplied by the Proposer, and if necessary, conducting investigations, interviews, site visits, or use any other means deemed appropriate by the City**. Proposers must clearly state and substantiate how they meet the minimum qualifications stated below**. Any Proposal received from a Proposer that does not meet all of the minimum experience and qualification requirements will be deemed non-responsive.

Food & Beverage (F&B)

The minimum qualifications are five (5) years of successful food and beverage experience within the last ten (10) years in the following:

- Operation and management of a restaurant, country club/airport/mall/similar food concession;
- Operation and management of food catering business; AND/OR
- Operation and management of a hotel ballroom/banquet facility/similar assembly venue,

AND

- Administration of a liquor license and the sale of alcoholic beverages as a retail vendor.

Participants may combine years of experience to meet the minimum qualifications. Proposers without the requisite experience are encouraged to partner with persons/or entities with the required experience. However, the prime proposer must meet these minimum qualifications. Individuals who are listed as having part or all, or being part of the team having part or all, of the experience required herein shall have clearly identified roles in the proposal. If selected, such individuals are expected to perform work under this RFP and the corresponding agreement. Failure to have such individuals perform work under the corresponding agreement may result in the termination of the agreement.

Financial Capability

Proposer must demonstrate financial capability sufficient for the Evaluation Committee to conclude that the Proposer has the capital and operational financial resources to perform the F&B Operation Services. Proposers must provide a statement of Proposer's financial stability, including, but not limited to, amount and source of funding for anticipated capital improvement(s)/purchase(s) and operations, annual financial reports for the last three (3) years of the Proposer's entity, and information regarding prior bankruptcy proceeding, pending litigation and judgment(s) against the Proposer's entity. Proposer must provide a financial projection covering the first three (3) years of the contract.

Upon execution of the concession agreement with the city, Operator will deposit with the city the first and last months concession fee as well as one month security deposit equal to a month of the concession fee.

4. Proposal.

Each Proposer is responsible for determining all factors necessary for the submission of a comprehensive response to this RFP. Proposer must submit proposals that are complete, thorough and accurate. Failure to comply with all provisions of this RFP will severely weaken your proposal's evaluation and could result in your proposal receiving no consideration and may be deemed non-responsive. Proposals will be evaluated based on the points awarded as set forth in the Criteria for Award.

A. Content of Response

The proposal must contain the following information. Proposers may prepare, execute and submit these pages or recreate a form using the following a template. This form must be signed by an authorized representative of the Proposer. Items 1-15 below set forth the minimum criteria and information each Proposer must provide in order for the proposal to be considered responsive and be eligible for further consideration. All proposals must include this form (completed), with attachments if additional space is required.

1. Name of Proposer /Firm: _____

2. Principal Office/Mailing Address: _____

3. Telephone Number: _____

4. Email: _____

5. Contact Person/Title: _____

6. Form of Business Entity:

Corporation	[ ]	Joint Venture	[ ]
General Partnership	[ ]	L.L.C.	[ ]
Limited Partnership	[ ]	Individual	[ ]

If other than Individual, specify type of organization: _____
Provide a current status report confirming the entity's ability to conduct business in Florida.

7. Name, Address and Percentage Ownership of all individual participants in Proposer's Business Entity. Specify which individuals will be actively involved in the management or operation of the F&B and which individuals will be non-active participants:

Name	Address	Percentage Ownership

8. Has the Proposer, or any of its owner participants/affiliates or any companies being referenced as part of Proposer's experience ever filed a petition for bankruptcy or been declared bankrupt?

Yes ( ) No ( )

If Yes, state date, type of bankruptcy, amount of liabilities and amount of assets, and current status.

Is the Proposer, or any of its owner participants/affiliates or any companies being referenced as part of the Proposer's experience, a party to a lawsuit or has Proposer been a party to a lawsuit within the last ten (10) years? Are there any pending judgments against the Proposer or any of its owner participants/affiliates or any companies being referenced as part of the Proposer's experience?

Yes ( ) No ( )

If Yes, state date, type of litigation, issue and remedy sought, and amount of pending liabilities.

9. Attach the Proposer's operational plan/business plan as detailed below.

10. Attach evidence of Proposer's experience and qualifications as a F&B service provider.

11. Provide the amount the Proposer will pay to the City on a **yearly basis** (divided into twelve (12) equal payments), plus all applicable sales taxes for providing F & B Services to the Miami Springs Country Club F&B Operation.

12. Provide an executed Drug-Free Workplace Certification indicating that Proposer has implemented a Drug-Free Workplace Program that meets the requirements of Section 287.087, Florida Statutes.

13. A copy of Proposer's non-discrimination policy or a signed statement affirming that its non-discrimination policy is in conformance with the policy of the City.

14. Submit such additional information, as an attachment hereto, as Proposer may consider pertinent to indicate both financial and operational capabilities of the Proposer to operate as a F&B service.

15. Submit all addendums, if any, issued for this RFP, properly acknowledged.

The below signed has read the RFP and all attachments, and fully understand what is required. By submitting this signed proposal, I will accept an Agreement, if approved by the City, and such acceptance covers all terms, conditions, and specifications of this RFP.

Proposal submitted by: _____

Entity Name (if applicable) _____

Print Name/Title (if applicable)_____

Address: _____

Telephone No.: _____

E-Mail: _____

_____ _____

Signature Date

5. Operational Plan/Business Plan.

Proposer is required to furnish an Operational Business Plan outline in detail the services to be offered and the manner they will be performed by the Proposer. The operational plan/business plan shall address, at a minimum:

1. *Introduction.* Introduction and background of Proposer, individually and if part of a team. Members of the Proposer operating team shall be named and their express roles identified.

2. *Offerings.* Proposed menus and pricing with a description of the F&Bs to be offered in the Country Club F&B Operation Service areas.

3. *Special Events.* Proposed menus and pricing for tournament and special event packages suitable for after-golf lunch or dinner.

4. *Hours of Operation.* Day-to-day services and the proposed hours of operation for the Country Club F&B Operation Service areas. Hours of operation must, at a minimum, comply with the operation schedules as set forth in this RFP.

5. *Intended Uses.* Provide a detailed list of intended uses for each of the rooms listed below and how often each will be used: (i.e. Intended use for golf tournament functions, restaurant/dining, banquets, meeting facilities, etc.):

    a) "Grill" Room;
    b) "Majestic" Room; &
    c) "Dynasty" Room.

6. *Commencement.* Proposed length of time required, from notification of award, to fully mobilize workforce and equipment to begin services. The City desires for services to begin immediately. Any proposed improvements to the Country Club will only be approved as a phased project so as to avoid interrupting fully the F&B Operation Services.

7. *Improvements.* Proposer must attach a description of planned improvements which are to be paid for by the Proposer. The description should also include timeframes for completion, the estimated value of the improvements, and the manner those improvements will be paid.

8. *Experience/Qualifications.*

    a) Proposals must contain a detailed and substantiated explanation of Proposer's experience and qualifications as specified in the Special Conditions Section;

    b) Verifiable business references (**minimum three (3) references**) demonstrating Proposer's experience in the operation, management and provision of services of a similar nature. References must include (i) names, (ii) addresses, (iii) telephone numbers, (iv) dates of operation, (v) a contact person and (vi) email address; and

    c) Any additional information, as an attachment hereto, that may be consider pertinent that indicate capabilities of the Proposers to operate and manage a F&B service.

9. *Revenue Proposal.* Although revenue payments and applicable sales taxes are to be paid to the City on a monthly basis during the term of any agreement between the City and the successful proposer, the proposer herein submits its revenue proposal for the **five (5) years** of the proposed agreement on an annualized basis, as follows;

Annualized Concession Fee Payments to City:	Year One	$_____
	Year Two	$_____
	Year Three	$_____
	Year Four	$_____
	Year Five	$_____

TOTAL REVENUE (YEARS ONE- FIVE): $ _____

It is to be understood and agreed that the City will not consider or accept any revenue proposals based upon a percentage of sales received.

10. *Questions/Alternates.* If Proposer has comments related to any of the provisions in the RFP and/or the Exhibits, such comments must be disclosed by the Questions and Comments Deadline. If Proposer desires to provide alternate arrangement or deviation from the RFP requirements, it should be provided in this section and thoroughly explained.

11. *Business Information.* Each Proposers responding to this RFP shall provide a detailed disclosure statement on the Disclosure of Beneficial Interests for identifying the Proposer responding and the type of business making the proposal, i.e., Sole-Proprietorship, Partnership, Corporation, LLC or Joint-Venture. A corporation-to-be-formed or other form of uncreated entities shall not be an acceptable Proposer. The Disclosure of Beneficial Interests should identify all the individual owners of five percent (5%) or more of the proposed Proposers and/or any entities owning any portion of the Proposer.

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SECTION 4 - SCOPE OF SERVICES

1. Required Services.

The Proposer will maintain full and complete control of the usages, functions and events to be assigned in the F&B Services area ("Country Club").

Proposer understands and agrees that the "Grill" room is to be primarily reserved for the support of the golf operations, citizens' needs and accommodations, and meetings and events of local civic groups and organizations. The remaining rooms ("Majestic" and "Dynasty") may be used in a manner that best serves the needs of the Proposer. However, the intended use of these rooms shall be explained in detail within the Proposers response within the Operational Plan/Business Plan.

Furthermore, it is understood that the City shall have the unlimited right to utilize catering services from outside vendors for specific golf tournaments and up to ten (1) days for City sponsored events/programs operated by the City each year.

The Proposer acknowledges, by responding to this RFP, the importance of cooperating with the Golf Departments staff in regards to providing required parking for all golfers and golf functions. The Proposer shall be responsible to determine and assign appropriate parking arrangements to accommodate all F&B functions that may conflict with the existing needs of the golfers and golf functions.

The Proposer agrees to provide, at minimum, the following F&B Services at the Country Club facility:

- Catering for Golf Tournaments (utilizing at least three (3) fixed menus) when requested.
- Catering for local civic groups and organizations (daytime lunch meetings conducted on a regular basis)
- Provide a dedicated monitored phone in the "Grill" room (notification sign of service to be provided near the 7th hole), so that food orders can be ordered in advance for pick-up or dine-in by golfers while playing.
- Establish a "Golfer Fare" menu to be distributed on or with score cards (such as cold & hot sandwich items, hot dogs, burgers, salads, wraps and snacks) that can be quickly prepared for easy pick-up to allow continuous play.
- Provide early morning coffee services and pre-packaged baked goods for golfers.
- Room rental charges and/or corkage charges (for charitable events/Golf Tournaments in which food is donated).
- Grill and Bar Services in the "Grill" room (to support the daily needs and requirements of golfers, citizens and local groups and organizations).
- Provide beverages, including beer, wine and liquor to the golfers and visitors to the Country Club on a daily basis, which in the past have been typically served in the ""Grill" room" area.
- The sale of liquor under the F&B operation services shall be limited to the Country Club area only. The Proposer shall have the option to use the City's current liquor license as required to sell beer, wine and liquor.
- City shall have the use of the facility for organized golf tournaments and other events. City reserves the right to host unlimited golf tournaments and up to ten (10) events/programs sponsored or operated by the City each year where the organizer of the

tournament/event/program may bring in donated or purchased F&B items from an outside source for distribution to the event participants and for which the City shall not be charged for the use of the facility. The City shall provide written notice to Proposer at least 30 days in advance (for the cost free use of one room only) of such scheduled tournaments/events where F&B will be provided by the organizer.

- Proposer shall notify the City of Miami Springs, in writing at least ten (10) business days in advance if special activities are planned; however, permission to allow special activities will be granted or denied at the City's sole and absolute discretion.
- Catering for golf tournaments and other events.

Proposer shall coordinate and cooperate with the City regarding special events and activities conducted within the City and shall, upon request from the City, suspend operation of the F&B Operation Services when such events warrant the suspension of the operation of the F&B as determined by the City of Miami Springs.

The Proposer must purchase, provide and install whatever new equipment, appliances, furnishings, materials, and supplies, will be required in order to fulfill the Proposer's responsibilities including, but not limited to fuel, power, water, and essential communications.

Proposer shall pay to the City Annual Concession Fee during the term of the agreement in equal monthly installments, together with all applicable sales taxes thereon, on the first day of each month, in advance, without any prior demand therefore or any deduction, holdback or setoff whatsoever.

The initial monthly installment of Annual Concession Fee shall be due within fifteen (15) days after the Commencement Date. Any Annual Concession Fee payment hereunder for any fractional month shall be calculated and paid on a per diem basis using a 30-day month.

On each anniversary date of the Commencement Date of the Agreement or any extension thereof, the Annual Concession Fee shall be adjusted based on the Proposers RFP response for years two through five.

Annual Concession Fee shall be made payable to the City of Miami Springs and shall be delivered to the City of Miami Springs, Attn: William Alonso, City Manager/ Finance Director, 201 Westward Drive, Miami Springs, FL 33166.

Proposer shall not use, nor permit, the use, of the F&B Operation at the Miami Springs Golf & Country Club for any other use, business, or purpose whatsoever without the prior written consent of City, which consent may be granted or withheld in City's sole discretion.

Proposer shall not prohibit or hinder City personnel or any law enforcement officers from performing their official duties.

Proposer shall not commit or permit any reckless or dangerous conduct on the premises of the Miami Springs Golf & Country Club at any time. This includes, but is not limited to, violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.

Proposer shall operate its business on the premises of the Miami Springs Golf & Country Club during the Term of the agreement with due diligence and efficiency and in a manner prudent and in

accord with generally accepted business practices within the locale for Proposer's business. It is the specific requirement of this RFP that the F&B Operation services be offered in a manner that is supportive of the golf operations, beneficial to the citizens of the community, and an enhancement of the reputation of the Miami Springs Golf and Country Club.
Proposer will control and maintain the "Master Booking Calendar" for the facility and the activities to be conducted therein. All golf, citizen and local civic group and organization events are subject to the scheduling discretion of the Proposer, who agrees to be reasonable, cooperative and supportive of all groups and the booking of their events.

Additionally, the Proposer, by its submittal of a response to this RFP, acknowledges and understands the vital nature of the golf operation at the Country Club to the City and its finances and warrants that it will fully support, and cooperate with, the City and its golf department in the coordination of the scheduling of events and the services to be provided at all golf related events.

Proposer shall operate the F&B Operation Services seven (7) days a week, year round, according to the following schedules:

- Grill: Monday - Friday 9:00a.m. to 7:00p.m.

- Kitchen: Monday - Friday 9:00a.m. to 9:00p.m.;
  Saturday - 8:00a.m. to 7:00p.m.; and
  Sunday - 8:00a.m. to 7:00p.m.

- Bar: Monday - Friday 9:00a.m. to 9:00p.m.;
  Saturday - 8:00a.m. to 9:00p.m.; and
  Sunday - 8:00a.m. to 7:00p.m.

Proposer shall not implement any changes in the aforesaid required times of operation unless written approval has been received from the City of Miami Springs, which approval may be granted or withheld in its sole and absolute discretion.

City may, at its sole discretion, include Proposer's F&B Operation Services as part of golf packages sold by City for tournaments, leagues, and special events. City shall coordinate with Proposer regarding the selection, quantity, and dates needed. City shall collect the payments for any F&Bs included in the golf packages, and then pay the Proposer for its participation upon receipt of an invoice from Proposer. City shall process the payment through its Finance Department.

Proposer shall maintain customer service as a top priority and shall employ a sufficient number of qualified staff to properly operate the F&B Operation Services at the Miami Springs Golf & Country Club. Proposer shall provide employees who are professional, friendly, well-dressed, and courteous to the golfers and general public. Employees shall maintain a neat appearance, exercise good public relations skills, respond to customer complaints and questions, have excellent telephone manners, speak positively about the facility and its operations, and conduct themselves in a high standard that is acceptable to the City.

Proposer and staff shall wear a uniform, logoed shirt that includes a collar and sleeves and professional looking solid pants or shorts (no cut-off shorts or jeans) which, in the sole determination of the City, clearly distinguishes a F&B employee.

Proposer shall be responsible for training all F&B staff concerning the customer service philosophies of City of Miami Springs.

The Proposer shall also maintain a good working relationship with the City Golf Department management and maintenance staff.

Use of profanity, alcohol, and illegal substances by Proposer, staff, subcontractors and agents is strictly prohibited.

Proposer shall appoint a responsible person to be a member of the Golf Facility Management Team which is currently scheduled to meet on a weekly basis. The Proposer's representative shall be someone who has the authority to make operational decisions on behalf of the Proposer.

Proposer shall provide telephone and/or cellular phone service at the Miami Springs Golf & Country Club facility during all hours of operation for emergency calls and to ensure accessibility by the public for general questions, schedules, etc.

Proposer shall, at its own expense, obtain, maintain, and comply with all required certifications, licenses, training, and permits necessary to operate the facility, including a liquor license that permits Proposer to sell beer, wine and liquor (if Proposer does not desire to use the City's liquor license) for consumption within the Miami Springs Golf & Country Club facility. The sale of liquor shall be limited to the Country Club F&B Operation only. Proof of licensure and proper insurance coverages shall be required prior to the Commencement Date, and provided to the City of Miami Springs. Proposer shall conduct services in such a manner as to meet all applicable health and food standards and codes.

Proposer shall provide, at no charge to the customer or City, 16 oz. to 20 oz. paper cups for ice and water.

Proposer shall conduct its services and activities in a safe manner and comply with all safety and health regulations and standards imposed by Governmental Regulations, and shall ensure that all operation employees do the same. Proposer agrees that neither they, nor employees or any person working for or on behalf of Proposer, shall require any personnel engaged in the performance of Proposer's operations to work in surroundings or under working conditions which are unsanitary, unsafe, hazardous or dangerous to his or her health or safety as determined by Governmental Regulations.

For payment of any customer charges, Proposer shall accept a minimum of two (2) of the following credit cards: Visa, MasterCard or American Express.

Proposer shall not conduct special events or promotions of any kind within the Golf and Country Club unless prior written approval by the City of Miami Springs has been provided.

Proposer shall perform a background check on each employee prior to the employee beginning work. Proposer shall forward a copy of each background check to the City of Miami Springs for review prior to the employee commencing work. City reserves the right to disallow employment of any candidate or employee whose background check reveals one or more disqualifying offenses. A list of potential disqualifying offenses is available from the City of Miami Springs upon request. Proposer shall notify the City of Miami Springs of any disqualifying offense it has knowledge of as

to any of its employees during the term of the agreement and Proposer shall immediately terminate employment of any and all employees whom Proposer discovers have committed a disqualifying offense.

F & B services may, with the approval of the City representative, suspend operation of the F&B whenever the Golf and Country Club is closed due to severe storms or maintenance/construction. Reasonable effort shall be made to reopen the Golf and Country Club in a timely manner following the inclement weather or maintenance, and construction. If the closure is for an extended period of time (greater than seven (7) consecutive days), City shall prorate the monthly payment of Annual Concession Fee.

2. Rules and Regulations Applicable to (F&B) Operation Services at Golf & Country Club

Proposer's failure to keep and observe the following rules and regulations shall constitute a default under the terms and conditions of the agreement with the City. In addition, City reserves the right from time to time to amend and supplement the rules and regulations, and to impose additional rules and regulations. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to the Proposer. Proposer agrees to comply with all additional and supplemental rules and regulations upon notice of same from City.

1. The sidewalks, entrances and passages surrounding the F&B Operation premises shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the F&B Operation premises of the Proposer or occupant.

2. No awnings or other projections shall be attached to the outside walls or windows of the F&B Operation premises unless approved by the City.

3. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the F&B Operation premises.

4. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, acids, or other substances shall be thrown therein. Proposer shall not bring or keep, or permit to be brought or kept, any inflammable, combustible or explosive fluid, material, chemical or substance in or about the F&B Operation premises.

5. No animals (except for guide dogs, service dogs, or companion dogs) of any kind shall be brought into or kept in or about the F&B Operation premises. Proposer shall not cause or permit any unusual or objectionable odors to emanate from the F&B Operation premises.

6. No space in the F&B Operation premises shall be used for manufacturing, or for the storage or sale of merchandise, goods or property of any kind, at auction, without the prior consent of the City.

7. Proposer shall not make, or permit to be made, any unseemly or disturbing noises, or disturb or interfere with visitors of the Golf and Country Club, whether by the use of any musical instrument, radio, television set, or other audio device, musical noise, whistling, singing, or in any other way.

8. Proposer shall provide the City Police Department with copies of any keys and codes for any locks or bolts of any kind placed upon any of the doors or windows. In addition, any alarm codes shall be provided to the City Police Department. Proposer must, upon the termination of its tenancy, restore or return to the City all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by Proposer.

9. The City shall have the right to prohibit any advertising in or around the Golf and Country Club by the Proposer or any other party which, in the City's opinion, tends to impair the reputation or desirability of the Golf and Country Club, and upon notice from the City, the Proposer or the other party shall refrain from or discontinue such advertising.

10. Proposer, before closing and leaving the Country Club F&B Operation premises, shall ensure that all doors are locked and all windows are closed.

11. The Country Club F&B Operation shall not be used, or permitted to be used, for lodging or sleeping, or for any immoral or illegal purpose.

3. Food & Beverage (F&B) Operation Services Maintenance

Proposer shall protect the City's capital investment in the Miami Springs Golf & Country Club facility through the exercise of a high standard of maintenance. Proper maintenance shall include, but not be limited to, providing adequate custodial (janitorial) services, interior maintenance and repair, garbage and trash disposal, pest control, keeping the patio area clear of debris and stains, and maintenance of furniture, fixtures and equipment.

Proposer shall, at a minimum, perform the following maintenance on a regular and ongoing basis:

a) clean interior and exterior walls, windows, doors, and surfaces;

b) clean ceiling, floors, furnishings, lights, light bulbs, tubes, and F&B equipment as is customary for a similar quality Food & Beverage found in a public recreation facility in City of Miami Springs;

c) keep patio furniture areas clean and free of stains. Proposer shall maintain the F&B Operation and all areas within 75 feet of the F&B Operation areas in a safe, clean, sanitary condition free of litter, refuse, and debris.

d) Proposer shall provide adequate refuse containers in the F&B Operation areas and shall regularly service all trash cans, including Country Club trash cans, located within the F&B Operation areas. The trash cans shall be emptied into the Proposer provided dumpster on a regular basis in order to prevent the trash cans from overflowing. The Proposer shall not use the trash cans located outside of their designated areas to handle refuse generated by their operations. All refuse generated by the Proposer shall be deposited directly into the Proposer dumpster by F&B staff.

e) Proposer, at its sole cost and expense, will keep the F&B Operation areas free of rodents, vermin and other pests.

f) All furniture, fixtures, and equipment currently located on and in the Country Club may continue to be utilized by the successful Proposer, any maintenance and replacements of such items shall be at the sole cost and expense of the Proposer. The approval of the City must first be obtained before any furniture, fixtures, and/or equipment is discarded or replaced.

g) Maintenance of all landscaping installed or provided by Proposer at the Country Club facility shall be the sole responsibility of the Proposer.

Proposer shall repair all damages to F&B Operation, areas and equipment caused by, resulting from, or in any way arising out of Proposer's services or use of F&B Operation, Areas and Equipment whether such damage is caused by Proposer, its agents, or its invitees.

Proposer shall repair and maintain (i) fixtures provided by Proposer; (ii) repair of damage caused by Proposer, its employees, agents, contractors, customers, licensees or invitees to the F&B Operation facility; (iii) maintenance, repair and replacement of any plumbing (including grease trap, if applicable), electrical, air conditioning/heating system or equipment inside the F&B Operation which, whether connected directly to the building's system or not, were installed by Proposer specifically to serve the F&B Operation; (iv) interior repainting and redecoration, whether or not caused by, or growing out of any breakage, leakage or defective condition of the electric wiring, air conditioning or heating pipes and equipment, closets, plumbing, appliances, sprinklers, other equipment, or other facilities serving the F&B Operation; (v) glass cleaning; and (vi) janitorial services for the F&B Operation areas.

Proposer shall maintain and repair all F&B equipment in the Country Club. Proposer shall repaint, refurnish the facilities and replace furnishing and equipment as may be deemed necessary at the reasonable discretion of the City. The City of Miami Springs reserves the right to, periodically throughout the term of the agreement, inspect or cause to be inspected the F&B Operation areas and equipment, identify any maintenance or repair items and report, in writing, the nature of these items and recommend corrective action. Proposer shall promptly repair, replace, or repaint any damaged or defaced surfaces within seventy-two (72) hours of discovery or notification by the City. Proposer is to provide a proposed schedule of cleaning, maintenance and repair of facilities.

Proposer shall immediately notify City of any possible health, safety and/or security hazards that may exist within any area, including use by unauthorized parties, so corrective actions can be determined and implemented. In no event shall City be liable for damages or injuries arising from the failure to make repairs, nor shall City be liable for damages arising from defective workmanship or materials in making such repairs. City shall have no obligation to commence repairs until fifteen (15) days after the receipt by City of written notice of the need for repairs. Proposer waives the provision of any law, or any right to make repairs at City's expense.

4. City Responsibility for Operation Areas

City agrees to repair and maintain in good order and condition, ordinary wear and tear excepted, the roof, roof drains, exterior walls and windows, utility lines outside the F&B Operation areas (except for sewer lines clogged by grease or other Proposer-created problems), foundations and structural portions of the Miami Springs Golf and Country Club Building, and the air conditioning, heating, and plumbing systems, and fire suppression system serving the F&B Operation areas. City shall maintain the Golf Course Area, except for any damage caused by, resulting from, or in any way arising out of, Proposer's operation or use of the Food & Beverage Operation areas, whether such damage is caused

by Proposer, its agents, or its invitees. City shall maintain all parking areas adjacent to the Country Club facility.

In the event of a threat of tropical disturbance, City shall close and secure the hurricane shutters provided for the F&B Operation areas. Proposer shall secure and/or remove its equipment at the direction of the City of Miami Springs. Proposer shall be responsible for any damage to its equipment or personal property. Proposer shall be liable to City for any damage caused to Golf and Country Club or any improvements due to the failure of Proposer to secure or remove any equipment belonging to Proposer prior to a storm event.

Except as previously provided in this Section, City shall not be obligated or required to make or conduct any other maintenance or repairs, and all other portions of the F&B Operation areas and equipment shall be kept in good repair and condition by Proposer, and at the end of the Term of the agreement, Proposer shall deliver the F&B Operation areas and equipment back to City in good repair and condition, reasonable wear and tear arising from Proposer's permitted use of the F&B Operation areas and equipment as specified herein excepted.

5. Hazardous Substance

Proposer shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Proposer's services, in the F&B Operation areas, or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Proposer shall not cause or permit the Disposal of Hazardous Materials upon the F&B Operation premises or upon adjacent lands and shall operate and occupy the F&B Operation in compliance with all Environmental Laws.

Any Disposal of a Hazardous Material, whether by Proposer or any third party, shall be reported to City immediately upon Proposer becoming aware of such Disposal. Proposer shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon the F&B Operation areas, or emanating therefrom onto adjacent lands, as a result of the use and occupancy of the F&B Operation areas by Proposer, or Proposer's agents, licensees, invitees, subcontractors, or employees.

6. Non-Discrimination

Proposer shall assure and certify that it will comply with the Title IV of the Civil Rights Act of 1964, as amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation, gender identity or expression, familial status, disability, or genetic information, with respect to any activity occurring in the F&B Operation provided by this RFP to the City. Proposer warrants that its service in the F&B Operation, on behalf of the City, shall be open to and benefit all visitors to the Golf and Country Club.

7. Security of Food & Beverage (F&B) Operation Services

Proposer acknowledges and accepts full responsibility for the security and protection of the Country Club F&B Operation and any inventory, equipment, or facilities now existing or hereafter placed on or installed in or upon the Country Club Proposer shall also assume full responsibility for the prevention of unauthorized access to the Country Club F&B Operation areas. Proposer expressly acknowledges that any security measures deemed necessary or desirable for protection of the Country Club F&B

Operation shall be the sole responsibility of Proposer and at no cost to City. In the event that Proposer chooses to install additional security systems and hardware, Proposer shall be required to provide the City of Miami Springs Police Department with continuous and unrestricted access to the Country Club F&B Operation areas. City may implement key, card or code control measures reasonably acceptable to Proposer to safeguard the keys, cards or code provided pursuant to this requirement.

Notwithstanding the above, Proposer shall notify the City of any incident resulting in loss of or damage to F&B Operation areas or breach of security whether or not such incident is reported to the City of Miami Springs Police Department. Non-emergency telephone for the Miami Springs Police Department is 305-887-9711. Notification of City shall be made by telephone call to the Golf Department Director no later than 24 hours after any such incident.

8. Signage

Proposer shall not place or permit to be placed or maintained on any exterior door, wall, window, fence, railing, dock, or tree of the F&B Operation and/or Golf and Country Club any sign, awning or canopy, without first obtaining City's written approval and consent, which consent may be withheld at City's sole discretion. Any such signs not approved shall be immediately removed at the sole cost and expense of Proposer upon written notification thereof by City. Proposer further agrees that such sign, awning, canopy, decoration, lettering, or other items, as may be approved, shall be maintained in good condition and repair at all times and shall conform to the criteria established from time to time by City for the section of the Golf and Country Club within which the Food & Beverage Operation is located. No advertising or any promotional items associated with the F&B will be permitted within the Golf and Country Club or any other City facility or property without prior Department and/or City approval. City of Miami Springs prohibits any person from distributing, displaying or affixing any printed materials or advertisements to or within any Golf and Country Club property.

9. Utilities

Proposer shall provide electric, water and gas services, as well as obtaining and maintaining any other utility connections such as internet, cable, satellite or other television services, if desired, for the Country Club F&B Operation. Proposer's utility service installations must be reviewed and approved by the City of Miami Springs. Proposer shall promptly pay all costs and expenses related to providing any utility services ordered by Proposer, including, without limitation, construction costs, and shall pay directly to the utility company or the provider of such other services all charges and assessments for any utility or other services provided including, without limitation, gas and phone charges, or any other utility used or consumed by the Country Club F&B Operation. In no event shall City be liable for an interruption or failure in the supply of any utility to the F&B Operation.

10. Assignment and Sublicense

Proposer may not assign, mortgage, pledge or encumber its agreement with the City, in whole or in part, nor sublicense or rent all or any portion of the F&B Operation, nor enter into any management licensing or similar agreement without the prior written consent of City in each instance, which may be granted or withheld at City's sole and absolute discretion. The consent by City to any assignment or sublicense shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If the agreement is assigned, or if the Food & Beverage Operation or any part thereof is sublicensed or occupied by any party other than Proposer and Proposer is in default under its obligations under the agreement, City may collect the Concession Fee from the assignee, sub-

contractor or occupant, and apply the net amount collected to the fees herein reserved, but no such assignment, sublicense occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, sub-contractor, or occupancy as Proposer, or a release from the- further performance by Proposer of the covenants on the part of Proposer. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublicense, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary. Notwithstanding any assignment or sublicense, Proposer shall remain fully liable on its agreement with the City and shall not be released from performing any of the terms, covenants and conditions hereof or any fees or other sums to be paid hereunder. Proposer acknowledges and agrees that any and all right and interest of the City in and to the Food & Beverage Operation, and all right and interest of the City in its agreement with Operator, may be conveyed, assigned or encumbered at the sole discretion of the City at any time.

11. Significant Change of Ownership

If Proposer is a corporation (other than one whose shares are regularly and publicly traded on a recognized stock exchange), partnership, limited liability company, or other business entity, Proposer represents that the ownership and power to control such entity belongs to and is vested in the person or persons executing its agreement with the City and/or as disclosed to City prior to executing the agreement. If there shall occur any changes of ownership of and/or control of Proposer, whether such change of ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of the City, then City shall have the option to terminate the agreement upon thirty (30) days notice to Proposer.

12. Independent Contractor Relationship

The Proposer is, and shall be, in the performance of all work, services, and activities under its agreement with the City, an Independent Contractor and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to the agreement shall at all times, and in all places be subject to the Proposer's sole direction, supervision, and control. The Proposer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Proposer's relationship, and the relationship of its employees, to the City shall be that of an Independent Contractor and not as employees or agents of the City.

The Proposer does not have the power or authority to bind the City in any promise, agreement, or representation other than specifically provided for in the agreement.

13. Condition of Food & Beverage (F&B) Operation Services, Alterations

Proposer accepts the F&B facility along with its furniture, fixtures and equipment "As Is", in its existing condition, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Proposer further acknowledges that the City has made no warranties or representations of any nature whatsoever regarding the F&B Operation including, without limitation, any relating to the physical condition of the F&B Operation or any improvements or equipment located thereon, or the suitability of the F&B Operation or any improvements for Proposer's intended use of the F&B Operation.

Proposer agrees to provide other equipment and perform any and all work at its own cost and expense which is necessary to fully equip and maintain the F&B Operation for the lawful use of the F&B

Operation by Proposer as specified in this RFP, unless the work is the responsibility of the City as specifically provided in this RFP.

Proposer shall be solely responsible for any and all improvements, maintenance, repairs, alterations or other work necessary to render the Country Club F&B Operation suitable for Proposer's intended use. Proposer shall not install any permanent improvements within the Country Club F&B Operation without City's written consent, which shall be in the City's absolute discretion. All work performed within the F&B Operation, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Proposer, and not for the benefit of City. Proposer shall design and construct such Alterations at Proposer's sole cost and expense and in full compliance with applicable governmental laws, rules, orders, building codes and zoning regulations. All of Proposer's construction and Alterations shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion strictly in accordance with the approved plans and specifications therefore.

All Alterations made by Proposer shall be maintained by Proposer in good working order at the sole expense of Proposer during the Term of the agreement.

In the event improvements or Alterations are constructed within the F&B Operation, Proposer shall be required to provide to City a Public Construction Bond, which such bond shall list the City as Obligee.

To secure the City during any possible approved Construction, at the option of the City, Proposer shall provide to the City with a construction and completion bond and a performance bond in the cumulative amount of all construction contracts associated with the build-out and construction plan which name the City as the beneficiary. Alternatively, Proposer may offer the City funds in escrow, a letter of credit, or other financial instrument showing Proposer's financial capability to pay for the construction improvements/alternations. Notwithstanding any such financial requirements, Proposer shall be solely responsible for any overruns, add-ons or other increases in the cost improvements. Prior to commencement of any work, Proposer shall furnish a construction schedule, which the City must approve in its sole discretion.

14. Destruction of Food & Beverage (F&B) Operation Services (Total or Partial Destruction)

In the event the Golf and Country Club or the F&B Operation shall be damaged or injured by fire, the elements, unavoidable accident or other casualty, without the fault of Proposer, during the Term of its agreement with the City, but the Food & Beverage Operation is not thereby rendered inaccessible or untenable in whole or in part, then the City shall, at its own expense, cause such damage to be repaired, and the Annual Concession Fee and other charges payable by Proposer hereunder shall not be abated. If by reason of such occurrence, the F&B Operation shall be rendered untenable only in part, City shall, at its own expense, cause the damage to be repaired, and the Annual Concession Fee meanwhile shall be abated proportionately as to the portion of the F&B Operation rendered untenable. If the F&B Operation shall be rendered wholly untenable by reason of such occurrence, the City may, at its option, because such damage to be repaired at City's expense and the Annual Concession Fee meanwhile shall be abated in whole until completion of such repairs. City shall notify Proposer in writing within forty-five (45) days whether City intends to repair the F&B Operation. If City elects not to perform such repairs, City and Proposer shall then each have the right to terminate the agreement, with each party's right to be exercised, if at all, by notice in writing delivered to the other party within forty-five (45) days after City's election not to repair the Food & Beverage Operation. In

the event either party exercises its aforesaid termination right, the parties agreement and the tenancy shall cease as of the date of said occurrence and the parties hereto shall be relieved of all further obligations hereunder. In no event shall City be responsible for repair of Proposer's equipment, trade fixtures and/or Proposer's Alterations.

15. Damage Near End of Term

If the F&B Operation is destroyed or damaged during the last ten (10) months of the Term of the parties agreement and the estimated cost of repair exceeds ten percent (10%) of the Annual Concession Fee then remaining to be paid by Proposer for the balance of the Term, City may, at its option, cancel and terminate the agreement as of the date of occurrence of such damage by giving written notice to Proposer of its election to do so within forty-five (45) days after the date of occurrence of such damage and the parties hereto shall be relieved of all further obligations hereunder.

16. Reconstruction of Alterations

Proposer, at its sole cost and expense, shall be responsible for the repair and restoration of Proposer's Alterations and the replacement of its stock in trade, trade fixtures, furniture, furnishings and equipment. Proposer shall commence the installation of fixtures, equipment, and merchandise promptly upon delivery to it of possession of the F&B Operation and shall diligently prosecute such installation to completion.

17. Default by Proposer

The occurrence of any one or more of the events below shall constitute as a Default by Proposer under the agreement:

1. Proposer fails to open for business on the Services **Commencement Date** and be fully operational within three days after its fully executed and signed Service Agreement contract.
2. Proposer fails to pay any one or more of said monthly installments of Annual Concession Fee, or any other sums due hereunder, as and when the same become due, without any prior demand by the City or any other party.
3. Proposer ceases to fully conduct its business as specified within the RFP.
4. Proposer removes, attempts to remove, or permits to be removed from the Food & Beverage Operation, except as required herein, upon City's approval, or in the usual course of business, any trade fixtures, equipment, goods, furniture, effects or other property of the Proposer brought thereon.
5. Proposer vacates the F&B Operation or abandons the possession thereof before the expiration of the Term of the agreement and without the written consent of the City, or uses the same for purposes other than the purposes for which the same are hereby authorized, or ceases to use the F&B Operation for the purposes herein contained.
6. An execution or other legal process is levied upon the goods, furniture, effects or other property of Proposer brought on the F&B Operation or upon the interest of Proposer in the agreement, and the same is not satisfied or dismissed within ten (10) days from such levy.
7. Proposer violates any other term, condition or covenant herein on the part of Proposer to be performed or complied with, and Proposer fails to commence and proceed with diligence and dispatch to remedy the same within ten (10) days after written notice thereof, is given by City to Proposer.

8. Proposer fails to pay any of its operational costs or expenses (i.e. payroll, food, liquor, utility services, etc.).

If any Event of Default occurs, then at any time thereafter while the Event of Default continues, City shall have the right to pursue such remedies as may be available to City under the law, including, without limitation, the right to give Proposer notice that City intends to terminate the agreement upon a specified date not less than three (3) days after the date notice is received by Proposer, in which event the agreement shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of the agreement. If, however, the default is cured within the three (3) day period and the City is so notified, the agreement will continue. Proposer shall not be allowed more than three (3) notices and cure periods in any given year of any Term, and no more than five (5) notices and cure periods during the entire Term of the agreement, for Events of Default related to payment of Annual Concession Fee or other charges.

18. Default by City

City shall not be in default unless City fails to perform its obligations hereunder within the time specified, and if none, within a reasonable time, but in no event later than thirty (30) days after written notice by Proposer to City, specifying how City has failed to perform such obligations; provided, however, that if the nature of City's obligations is such that more than thirty (30) days are required for performance, then City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

19. Termination of contract

Upon termination or expiration of the agreement, Proposer, at its sole cost and expense, shall only remove Proposer's personal property from the County Club but shall not remove any fixtures, furnishings and/or equipment from the Country Club until the City has approved such removal after any outstanding financial matters have been resolved and releases executed. The City may require the provider to pay for the restoration of all or part of the Country Club if the premises are left in a condition that make it unusable by the City or a successor provider for the intended F&B operation.

20. Disclaimer of Liability

City hereby disclaims, and proposer hereby releases city, from any and all liability, whether in contract or tort (including strict liability, negligence and nuisance), for any loss, damage, or injury of any nature whatsoever sustained by proposer, its employees, agents, or invitees during the term of the agreement or any extension thereof including, but not limited to, loss, damage, or injury to the improvements or personal property of the proposer or proposer's business invitees that might be located or stored on the food & beverage operation, unless such loss, damage, or injury is caused solely by city's sole gross negligence. The parties hereto expressly agree that under no circumstances shall city be liable for indirect, consequential, special, or exemplary damages whether in contract or tort (including strict liability, negligence, and nuisance), such as, but not limited to, loss of revenue or anticipated profits or any other damage related to proposer's use of the F&B operation pursuant to the agreement.

SECTION 5 - RESPONSE SUBMITTAL FORM

City of Miami Springs
201 Westward Drive
Miami Springs, Florida 33166-5259

REQUEST FOR PROPOSAL #03-18/19 to Provide Food & Beverage (F&B) Operation Services at Miami Springs Golf and Country Club

Bids to be opened in the Council Chambers, 201 Westward Dr., Miami Springs, FL 33166
at 2:30 P.M. on Wednesday, May 1st, 2019

Vendor Name:	Federal Identification or Social Security Number:
Vendor Mailing Address:	Payment Terms: Bi-Weekly The City of Miami Springs' faster and preferred method of payment is by way of Visa (P-card). Do you accept this form of payment: Yes ☐ No ☐
City - State - Zip Code:	Delivery in Days After Receipt of Purchase Order:
(Area Code) Telephone Number:	(Area Code) Facsimile Number:
E-Mail Address:	Initial appropriate box to acknowledge amendment(s), if necessary. ☐ Amendment #1 ☐ Amendment #2 ☐ Amendment #3
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign for, and commit, the vendor.	_____ Authorized Signature (Manual) _____ Authorized Signature (Typed or Printed Title)

STATE OF: _____ COUNTY OF: _____
BEFORE ME, the undersigned authority, this document was acknowledged by

_____ who:

☐ is personally known to me, or
☐ produced identification _____
who, after being duly sworn by me, states that he/she has executed this document for the purposes herein expressed.

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2019.

MY COMMISSION EXPIRES:

_____
NOTARY PUBLIC, State of Florida
At Large

_____ _____
Printed Name

SECTION 6 - REQUIRED FORMS/ DELIVERABLES

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO THIS RFP.

RESPONDENTS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

LIST OF ATTACHED FORMS:

1. Statement of No Response
2. Proposer Information Worksheet
3. Proposer Qualification Statement
4. Disclosure of Beneficial Interests
5. Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
6. Non-Collusion Affidavit
7. Public Entity Crimes (Sworn Statement)
8. Drug Free Workplace Program
9. Anti-Kickback Affidavit
10. Non Discrimination Form
11. Cone of Silence Certification
12. Tie Submittal Form
13. Conflict of Interest Form
14. Debarment Form
15. Proposer's Certification
16. Certificate of Authority
17. Acknowledgment of Conformance with OSHA Standards
18. Equal Employment Opportunity Certification
19. No Contingency Affidavit
20. Schedule to Beneficial Interests

STATEMENT OF NO RESPONSE

Some recipients of this solicitation may elect not to respond for a variety of reasons. The City of Miami Springs is very interested in learning whether certain conditions exist with our solicitation process which may discourage responses. Accordingly, if you elect not to respond with an offer to this solicitation, we ask that you indicate the reason below and either fax this form to 305-805-5040 or mail the form to:

City of Miami Springs
Procurement Department
201 Westward Drive
Miami Springs, FL 33166-5259

- ☐ We do not offer this product/service or an equivalent.
- ☐ Our schedule would not permit us to perform
- ☐ Insufficient time to respond to solicitation.
- ☐ Unable to meet specifications.
- ☐ Specifications not clear.
- ☐ Unable to meet bond and/or insurance requirements.
- ☐ Solicitation addressed incorrectly.
- ☐ Specifications "too tight" (i.e. geared to specific brand or manufacturer).

If an explanation is appropriate, you may include it below or in an attached letter.

_____

_____

Due to the large number of companies listed on the City's vendor list and the cost of mailing, it is necessary to delete the names of persons or businesses who fail to respond to three (3) consecutive solicitations without giving a reason or requesting retention on our vendor list.

Do you desire future solicitations? ☐ Yes ☐ No

Name: _____ Title: _____

Company: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

PROPOSER INFORMATION WORKSHEET

COMPANY/AGENCY/FIRM NAME: _____

ADDRESS: _____

BUSINESS EMAIL ADDRESS: _____ **PHONE No.:** _____

CONTACT PERSON & TITLE: _____

CONTACT EMAIL ADDRESS: _____ **PHONE No.:** _____

BUSINESS HOURS: _____

BUSINESS LEGAL STATUS: (circle one) CORPORATION/PARTNERSHIP/JOINT VENTURE/LLC

BUSINESS IS A: (circle one) PARENT/SUBSIDIARY/OTHER _____

DATE BUSINESS WAS ORGANIZED / INCORPORATED: _____

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT

(if different from address provided above): _____

_____

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE PROPOSER:

(First, Last Name)	(Title)	(Contact Phone Number)
(First, Last Name)	(Title)	(Contact Phone Number)
(First, Last Name)	(Title)	(Contact Phone Number)

CONTACT'S SIGNATURE: _____

DATE: _____

PROPOSER QUALIFICATION STATEMENT

The Bidder's/Proposer's response to this questionnaire will be utilized as part of the City's overall Bid/Proposal Evaluation to ensure that the Bidder/Proposer meets, to the satisfaction of the City of Miami Springs, the minimum requirements for participating in this solicitation.
The following minimum experience is required for this project:

Please refer to Section 3 Special Conditions of this RFP.

ON THE FORM BELOW, BIDDER/PROPOSER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT PROPOSERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1. Project Name/Location _____

   Owner Name _____

   Contact Person _____

   Contact Telephone No. _____

   Email Address: _____

   Yearly Budget/Cost _____

   Dates of Contract From: _____ To: _____

2. Project Name/Location _____

   Owner Name _____

   Contact Person _____

   Contact Telephone No. _____

   Email Address: _____

   Yearly Budget/Cost _____

   Dates of Contract From: _____ To: _____

3. Project Name/Location _____

   Owner Name _____

   Contact Person _____

   Contact Telephone No. _____

   Email Address: _____

   Yearly Budget/Cost _____

   Dates of Contract From: _____ To: _____

DISCLOSURE OF BENEFICIAL INTERESTS

STATE OF FLORIDA
CITY OF MIAMI SPRINGS

BEFORE ME, the undersigned authority, this day personally appeared _____ _____, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the _____(position - i.e. president, partner, trustee) of _ _____ (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Proposer") which entity is proposing to provide Food & Beverage services on the real property legally described on or depicted in the attached Exhibit "A" of the RFP (the "Food & Beverage Operation").

2. Affiant's address is: _____

3. Attached hereto, and made a part hereof, is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the proposed Proposer and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by City of Miami Springs relating to its entering into a F&B Operation Services agreement for the Miami Springs Golf and Country Club with the entity identified herein.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant

Print Affiant Name:_____

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ day of_ _____, 20___, by _____ [ ] who is personally known to me or [ ] who has produced _____ as identification and who did take an oath.

_____
Notary Public

_____
(Print Notary Name)
NOTARY PUBLIC

State of Florida at Large My Commission Expires:_____

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City Of Miami Springs, Florida

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state: That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any third party F & B under this project complies with, all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

_____
SIGNATURE

Sworn to and subscribed before me this ____day of _____, 20____.

Personally known_____ OR
Produced Identification_____
_____

Notary Public- State of_____
My commission expires:

_____
Printed, typed, or stamped commissioned name of Notary Public

NON-COLLUSION AFFIDAVIT

State of _____)
) SS
County of_____)

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____ (Owner, Partner, Officer, Representative or Agent) of_____ the BIDDER/PROPOSER that has submitted the attached RFP;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such Bid/Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached RFP has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the RFP or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the RFP Price or the RFP Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____

_____ _____
(Printed Name) (Title)

ACKNOWLEDGMENT
State of Florida
County of _____

On this ___day of_____, 20__, before me, the undersigned Notary Public of The State of Florida, personally appeared _____ and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.
WITNESS my hand and official seal.

_____
NOTARY PUBLIC, STATE OF FLORIDA
NOTARY PUBLIC:
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, Stamp, or Type as Commissioned.)
☐ Personally known to me, or
☐ Personally identification:
(Type of Identification Produced)
☐DID take an oath, or
☐ DID NOT take an oath.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to_____ by_____ for_____ whose business address is_____ _____ and (if applicable) its Federal Employer Identification number (FEIN) is_____(IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), 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 with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trail court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. Any 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, executors, 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 prime 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 Para. 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which 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 of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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.

_____ 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 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 (ONE) 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.

By: _____

(Printed Name) _____

(Title) _____

Sworn to and subscribed before me this_____ day of_____, 20_____

Personally known_____

Or Produced Identification _____

Notary Public - State of _____

My Commission Expires_____

_____
(Printed, typed, or stamped commission name of notary public)

DRUG-FREE WORKPLACE PROGRAM

In order to a have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ _____

VENDOR'S SIGNATURE NAME OF COMPANY

_____

VENDOR PRINT NAME

COPELAND ACT ANTI-KICKBACK AFFIDAVIT

STATE OF }
} SS:
COUNTY OF }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed will be paid to any employees of the City of Miami Springs 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: _____

Title: _____

Sworn and subscribed before this_____ day of_____, 20___

_____
Notary Public

_____
(Printed Name)

My commission expires: _____

NON-DISCRIMINATION POLICY/STATEMENT

It is the policy of the City of Miami Springs that the City shall not conduct business with, nor appropriate any funds to any organization, that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with City of Miami Springs are required to submit a copy of their non-discrimination policy for review by the City, prior to entering into any contract with the City of Miami Springs. In the event an entity does not have a written non-discrimination policy, such entity shall be required to sign a statement affirming their non-discrimination policy is in conformance with City of Miami Springs' policy.
Check one:

( ) Proposer hereby attaches its non-discrimination policy for review by the City of Miami Springs.

OR

( ) Proposer does not have a written non-discrimination policy. However, Proposer affirms that its non-discrimination policy is in conformance with City of Miami Springs' non-discrimination policy as provided on the City's web as follows:
http://www.miamisprings-fl.gov/humanresources/notices-title-vi-nondiscrimination-rights-and-protections-under-Americans-disabilities

OR

( ) Proposer hereby attaches its non-discrimination policy which does not conform to the policy of City of Miami Springs; however, Proposer affirms that it will conform to City of Miami Springs' non-discrimination policy.

_____
Proposer's Name

_____
Signature

_____
Name (type or print)

_____
Title

_____
Date

CONE OF SILENCE CERTIFICATION

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that I have read and understand the terms
(Name of Company)

set forth under Section 1 subsection 5 of this document titled 'Cone of Silence'.

Attachment of this executed form, as such, is required to complete a valid proposal.

_____
Individual's Signature

_____
Date

TIE PROPOSALS CERTIFICATION

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that I have read and understand the requirements/procedures for Tie Proposals set forth under Section 1 sub-section 13 of this document. Attachment of this executed form, as such, is required to complete a valid proposal.

_____
Individual's Signature

_____
Date

CONFLICT OF INTEREST AND DISCLOSURE

The award hereunder is subject to the provisions of Chapters 24 and 112, Florida Statutes. If any officer, director, employee or agent of Proposer is also an officer or an employee of Miami Springs, proposer must so state in its proposal. All Proposers must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in Proposer's firm or any of its branches or affiliates. All Proposers must also disclose the name of any employee, agent, lobbyist, previous employee of the City, or other person, who has received or will receive compensation of any kind, or who has or is required to register under Section 112.311, Florida statutes, in seeking to influence the actions of the City in connection with this procurement.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Miami Springs Purchasing Ordinance.

Name	Relationship
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City will interpret this to mean that no such relationship exists.

DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:
After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to 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 (3) years. The City Manager shall also have the authority to suspend a contractor 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 Council.

(b) 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 non-responsibility. 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; or

7. Any other cause judged by the City Manager to be so serious and compelling as to affect the 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).

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 set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Name: _____

Title: _____ Signature: _____

Date: _____

PROPOSER'S CERTIFICATION

I have carefully examined the RFP, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Miami Springs or any other Proposer is interested in said RFP; and that the undersigned executed this Proposers Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposal on leases of real property to public entity, may not be awarded or perform work as a F & B, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

_____
Name of Business

By

Sworn to and subscribed before me
this ____day of _____, 20___

_____
Signature

_____
Name and Title, Typed or Printed

_____ _____

Mailing Address Notary Public

_____
STATE OF _____

City, State and Zip Code

_____ _____

Telephone Number My Commission Expires

CERTIFICATE OF AUTHORITY
(IF CORPORATION)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____

_____

_____ a Corporation existing under the laws of the State of_____, held on_____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, _____, 20_____ , to the City of Miami Springs and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)

CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____

_____ a Partnership existing under the laws of the State of _____, held on_____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ , as_____ of the Partnership, be and is hereby authorized to execute the Proposal dated,_____ 20_____ , to the City of Miami Springs and this Partnership and that their execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

CERTIFICATE OF AUTHORITY
IF JOINT VENTURE

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the_____ _____ a corporation existing under the laws of the State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Joint Venture be and is hereby authorized to execute the Proposal dated, _____ 20____, to the City of Miami Springs official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this_____, day of _____, 20_____.

Secretary: _____

(SEAL)

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

We, as F&B Operators for the City of Miami Springs, hereby acknowledge and agree that we have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Miami Springs, against any and all liability, claims, damages losses and expenses they may incur due to our failure to comply with such act or regulation.

_____

PROPOSER

_____

ATTEST

BY: _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

I, _____,
(Individual's Name) / (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under Section 2 sub-section 30 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

_____
Individual's Signature

_____
Date

NO CONTINGENCY AFFIDAVIT

State of _____)
) SS
County of _____)

BEFORE ME, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and states that all of the facts herein are true:

(1) He/She/They is/are _____(Owner, Partner, Officer, Representative or Agent) of _____, the BIDDER that has submitted the attached Bid;

(2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Miami Springs awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and

(3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By: _____
Print Name:_____

SWORN TO AND SUBSCRIBED before me this_____ day of _____, 2019 by

_____, who is personally known to me or has produced,

_____, as identification.

_____
Notary Public
State of Florida at Large

My Commission Expires:
My Commission Number:

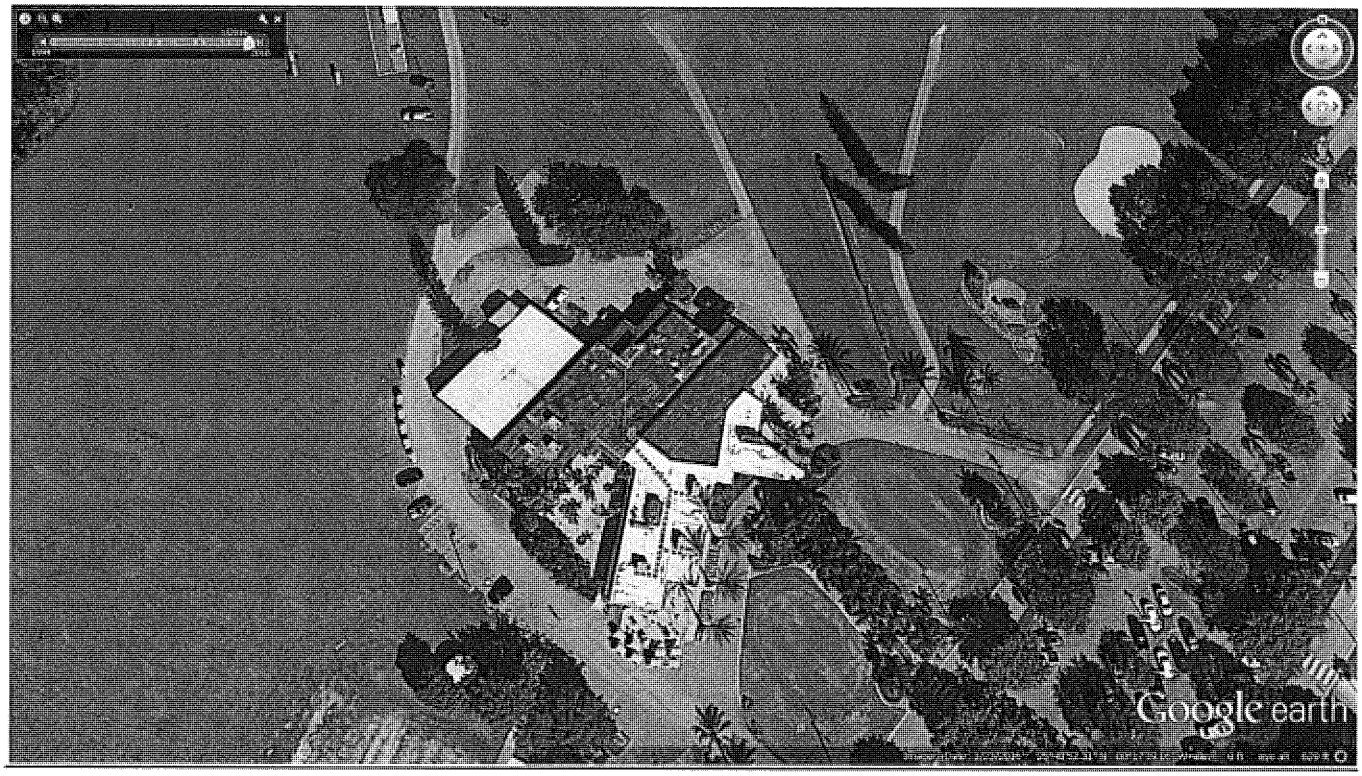
SCHEDULE TO BENEFICIAL INTERESTS

Proposer is only required to identify those persons owning a five percent (5%) or greater beneficial interest in the RFP responding entity. If none, so state. Proposer must identify individual interest holders. If, by way of example, Proposer is wholly or partially owned by another entity, such as a corporation, Proposer must identify such other entity, its address and percentage interest, as well as such information for the individual interest holders of such other entity.

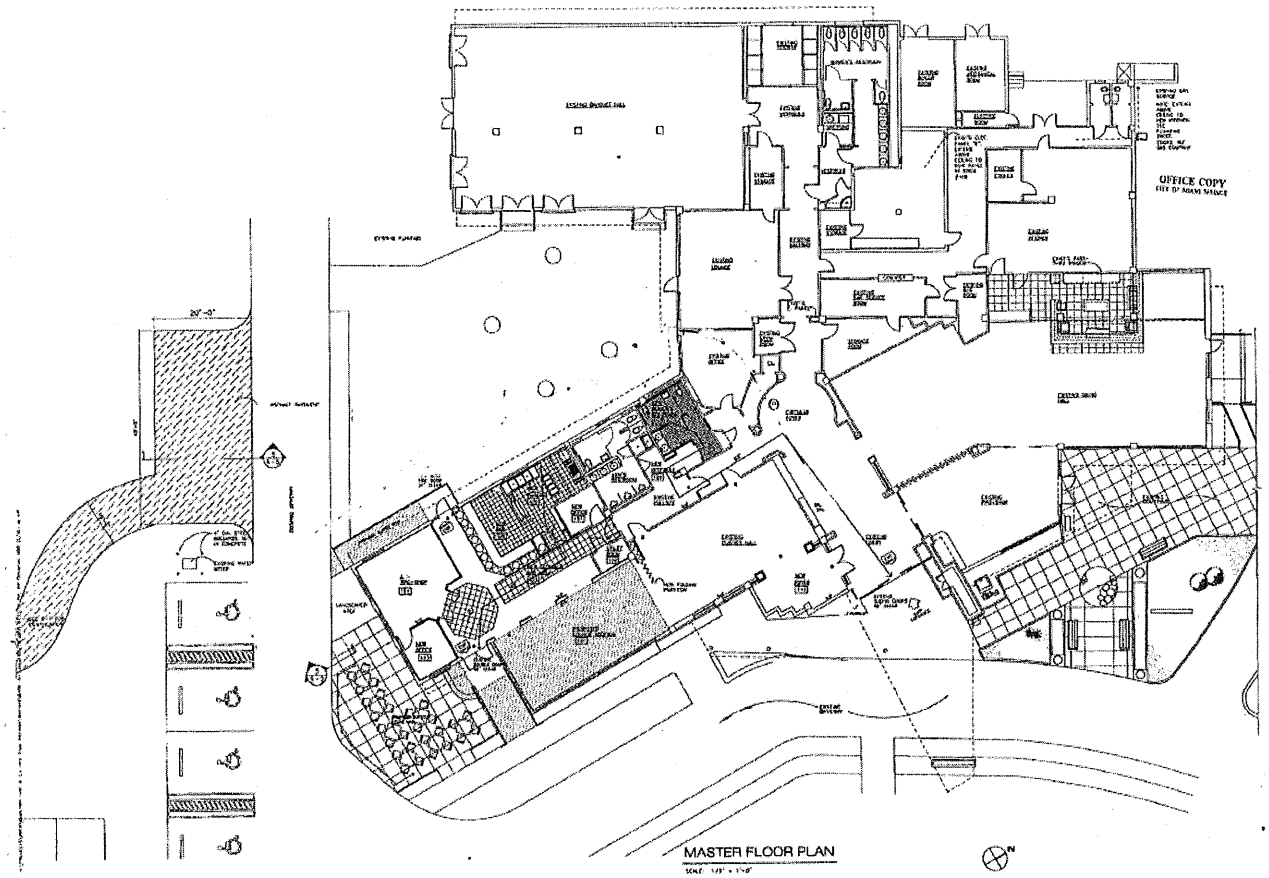
NAME	ADDRESS	PERCENTAGE OF INTEREST

EXHIBIT "A"

Course, Photographs and Plan/Layout of the Golf and Country Club



[THIS SPACE INTENTIONALLY LEFT BLANK]



[THIS SPACE INTENTIONALLY LEFT BLANK]


Google earth


650 Curtiss Pkwy
Google earth

DISCLOSURE OF BENEFICIAL INTERESTS

STATE OF FLORIDA
CITY OF MIAMI SPRINGS

BEFORE ME, the undersigned authority, this day personally appeared Smail Kemmache, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President (position - i.e. president, partner, trustee) of HRS MGMT LLC (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Proposer") which entity is proposing to provide Food & Beverage services on the real property legally described on or depicted in the attached Exhibit "A" of the RFP (the "Food & Beverage Operation").

2. Affiant's address is: 1450 Ludlum Dr. Miami Springs, FL 33166

3. Attached hereto, and made a part hereof, is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the proposed Proposer and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by City of Miami Springs relating to its entering into a F&B Operation Services agreement for the Miami Springs Golf and Country Club with the entity identified herein.

FURTHER AFFIANT SAYETH NAUGHT.

Smail Kemmache, Affiant

Print Affiant Name:_____

The foregoing instrument was sworn to, subscribed and acknowledged before me this 30th day of July, 2019, by Smail Kemmache [ ] who is personally known to me or [ ] who has produced FLDL 5540-500-57-142-0 as identification and who did take an oath.

Notary Public

Erika Santamaria
(Print Notary Name)
NOTARY PUBLIC

ERIKA SANTAMARIA
MY COMMISSION # FF 905924
EXPIRES: December 1, 2019
Bonded Thru Notary Public Underwriters

State of Florida at Large

My Commission Expires: 12/1/2019

Copy —

Table of content:

- Patrick Kemmache Resume and Experience
- Yannick Kemmache Resume and Experience
- Mark Grigsby Resume and Experience
- Country Club F&B strategic plan Overall and HRS LLC
- Catering Plan and menu pricing
- The 19 business plan and menus
- Green House Business Plan and menus
- Signed RFP

CITY OF MIAMI SPRINGS

REQUEST FOR PROPOSAL # 03-18/19

Food & Beverage Operation Services

at the

Miami Springs Golf and Country Club

Owned by: City of Miami Springs

CITY OF MIAMI SPRINGS

Purchasing Department
201 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305)805-5035
Fax: (305)805-5040
romerot@miamisprings-fl.gov

Tammy Romero
ACM

LEGAL NOTICE
REQUEST FOR PROPOSAL # 03-18/19

Food & Beverage Operation Services
at the City of Miami Springs Golf and Country Club

The City of Miami Springs (the "City") is soliciting sealed proposals from qualified proposers to provide Food & Beverage ("F&B") Operation Services—to operate and maintain, as a concession, the food and beverage and banquet facilities—at the Miami Springs Golf and Country Club (the "Country Club").

Proposals responsive to this Request For Proposal # 03-18/19 (the "RFP") must be received by **2:30 P.M. on Wednesday, May 1st, 2019** by the City via the City Clerk, on the 2nd floor, Miami Springs City Hall, 201 Westward Drive, Miami Springs, Florida 33166. Proposals will then be transferred to the Council Chambers, at the time, date, and place noted above, and proposals will be publicly opened. Any proposals received after time and date specified will not be considered and returned to the proposer unopened.

A **Recommended Site Visit and Pre-Bid Conference** will be held on **Wednesday, April 3rd, 2019 at 9:30 AM**. RFP responders are to meet at **the Country Club** located at 650 Curtiss Parkway, for a site visit. Following the site visit, a **Recommended** pre-bid conference will be held at the **City of Miami Springs, Council Chambers, 2nd floor**, 201 Westward Drive, Miami Springs, FL 33166 where any technical questions will be answered.

Deadline to request any additional information/clarification will be Wednesday, April 10th, 2019.

This RFP is posted at DemandStar (https://www.demandstar.com), a third party online platform the advertisement of government quotes, bids, and proposals, as well as on the City's Website (http://www.miamisprings-fl.gov/finance/requests-proposal-rfp). This RFP is also available upon written request to Tammy Romero at romerot@miamisprings-fl.gov. All requests must be accompanied by name, address, phone and fax number.

The City reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this RFP, including, but not limited to, the deadlines for submission, the submission requirements and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Request for Proposals at any time. The Proposer, who is otherwise deemed responsible and submits the lowest responsive and responsible response, shall, subject to the conditions, limitations and restrictions previously set forth herein, be awarded the Request for Proposal, subject to the negotiation of a mutually acceptable Contract with the City.

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SECTION 1 - GENERAL INFORMATION

1. Purpose.

Pursuant to this Request for Proposals # 03-18/19 (the "RFP"), the City of Miami Springs (the "City") is soliciting sealed proposals from qualified proposers to provide Food & Beverage ("F&B") Operation Services to operate and maintain, as a concession, the food and beverage and banquet facilities at the Miami Springs Golf and Country Club (the "Country Club").

The City is endeavoring to offer to its residential community, golfing patrons, and the public at large enhanced F&B experiences at the bar, dining, and banquet facilities at the Country Club at a level that meets the expectations of today's consumer, via a private provider. The City is striving to ensure that it receives adequate and appropriate compensation from the private business allowed to operate on public property. This City encourages proposers to submit proposals that provides the required F&B offerings in a setting that maximizes a highly positive customer experience while incorporating high-quality products with reasonable prices.

The purpose of this RFP is to have qualified parties furnish important information about their qualifications and financial fitness to perform the F&B Operation Services as further described herein. This RFP is not intended to completely define the future contractual relationship between the City and the successful proposer. The recommendation of award and the award itself will not vest any proposer with any rights regarding the RFP, absent entering into an agreement with the City.

2. Background.

The City of Miami Springs Golf Course (the "Golf Course") is a 183-acre, 18-hole golf course, which includes a driving range and practice putting green; a country club area containing a pro-shop and restaurant and banquet facilities, and a full-service bar and catering kitchen. The golf course opened in September 1923 and hosted approximately 26,078 rounds of golf in fiscal year 2014/2015; 28,763 rounds in fiscal year 2015/2016; 29,045 rounds in fiscal year 2016/2017 and 29,629 rounds in fiscal year 2017/2018. The golf course is located near the Miami International Airport and major hotels. The F&B Operation service is located in the golf course county club.

An aerial Google map of the course, photographs and plan/layout of the Golf and Country Club are attached hereto as Exhibit "A".

3. Service Area.

The Country Club's F&B area is approximately 10,000 square feet and includes the areas as follows (Rooms and capacity):

- "Grill" Room - capacity of 88± people also includes:
  - Full-service bar
  - Kitchen (110 sq. ft.)
  - Existing pro-shop and office areas included in grill room (pro-shop to be relocated to Curtiss Room)
- "Majestic" Room (restaurant/banquet) - capacity of 150 people
- "Dynasty" Room (restaurant/banquet) - capacity of 210 people
- Catering Kitchen (1,500 sq. ft.)
- Uncovered Patio (800 sq. ft)

Note: square footages provided are approximations only.

4. Request for Proposal Information.

A. Request Documentation and information:
This RFP is posted at DemandStar (hwww.demandstar.com), a third party online platform the advertisement of government quotes, bids, and proposals, as well as on the City's Website (http://www.miamisprings-fl.gov/finance/requests-proposal-rfp). This RFP is also available upon written request to Tammy Romero at romerot@miamisprings-fl.gov. All requests must be accompanied by name, address, phone and fax number.

All inquiries suggestions or requests concerning interpretation, clarification or additional information pertaining to this RFP must be requested in writing via letter, fax or e-mail **no later than 5:00PM on April 10th, 2019** to:

Tammy Romero, ACM
201 Westward Drive
Miami Springs, Fl. 33166
Phone: 305-805-5035
Fax: 305-805-5040
E-mail: romerot@miamisprings-fl.gov

B. Recommended Site Visit and Pre-Bid Conference will be held on **April 3rd, 2019 at 9:30 AM.** RFP responders are to meet at **the Country Club** located at 650 Curtiss Parkway, for a site visit. Following the site visit, a **Recommended** pre-bid conference will be held at

the **City of Miami Springs, Council Chambers, 2nd floor**, 201 Westward Drive, Miami Springs, FL 33166 where any technical questions will be answered.

C. RFP Response. One (1) original, three (3) copies and two (2) electronic copy on CD or USB of this entire document as well as any other pertinent documents must be returned in order for the proposal to be considered for award. Proposals must be received on or before **Wednesday, May1st, 2019**, in a sealed and labeled envelope (package) and shall be delivered to:

City Clerk's Office
2nd floor
City of Miami Springs
201 Westward Drive
Miami Springs, Fl. 33166

Responses must be clearly marked on the outside of the package with a label as follows:

RFP# 03-18/19 Food & Beverage Operation Services

The City will not be responsible for the premature opening of or failure to open a proposal not properly identified. If the proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing with the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.

Proposals, including those sent by mail, must be received and delivered to the designated location (listed above) prior to the time and date for receipt of proposals indicated above, or any extension thereof made by Addendum. Proposals received after the time and date for receipt of proposals will be returned unopened.

Each RFP Responder shall assume full responsibility for timely delivery at the location designated for receipt of proposals. **Oral, telephonic, faxed or e-mailed Proposals are invalid and will not receive consideration.**

5. Cone of Silence.

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction.

The Cone of Silence shall be imposed on this RFP upon its advertisement. The Cone of Silence prohibits the following activities:

(1) Any communication regarding this RFP between a potential vendor, service provider, Proposer, lobbyist or consultant and the City's professional staff;
(2) Any communication regarding this RFP between the Mayor, Council members and any member of the Mayor and Council's professional staff;
(3) Any communication regarding this RFP between potential vendor, service provider, Proposer, lobbyist or consultant and any member of a selection committee;
(4) Any communication regarding this RFP between the Mayor, Council members and any member of the selection committee therefore;
(5) Any communication regarding this RFP between any member of the City's professional staff and any member of the selection committee; and
(6) Any communication regarding this RFP between a potential vendor, service provider, Proposer, lobbyist or consultant and the Mayor or Council

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

(1) oral communications at pre-bid conferences;
(2) oral presentations before selection of evaluation committees;
(3) public presentations made to the City Council during any duly noticed public meeting;
(4) written communications regarding a particular RFP, RFP, or bid between a potential vendor, service provider, Proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFP, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
(5) communications with the City Attorney and his or her staff;

(6) duly noticed site visits to determine the competency of bidders/Proposers regarding a particular bid/statement during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;

(7) any emergency procurement of goods or services pursuant to City Code;

(8) responses to the City's request for clarification or additional information pursuant to section 2 subsection 3 of this RFP;

(9) contract negotiations during any duly noticed public meeting;

(10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular bidder or Proposer shall render the RFP award or bid award to said bidder or Proposer voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

6. Projected Timeline: (Dates are subject to change)

Advertise Request for Proposal	**March 21st, 2019**
Recommended Site Visit/ Pre-Bid Meeting	**April 3rd, 2019**
Clarification deadline	**April 10th, 2019**
Amendment (pending complexity)	**April 15th, 2019**
Bid Opening	**May 1st, 2019**
Recommendation of Award to City Manager and Council	**May 13th, 2019**
Presentations	**TBD**
Pre-Services Meeting	**TBD**
Contract Start Date	**TBD**
Contract End Date	**TBD**

7. Bid Bond.

Not applicable

8. Local Business.

No local preference will be given unless in the event of a tie.

9. Proposal Format and Signatures.

To receive consideration, the Proposal must be submitted on the Proposal forms as provided by the City. This Request for Proposal must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Proposals must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the bid may be attached behind the Bid Response form. Copies may be obtained from the Purchasing Department, 201 Westward Drive, Miami Springs, FL 33166. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10. Method of Award.

The City will open all submittals received at the time, date and place noted on the Legal Notice in a public forum and will announce the name of the Proposer that submitted. The City will review all submittals for bid compliance according to the requirements set forth in this RFP and evaluate the submittals. In order to be deemed responsive the bids must meet or exceed the minimum requirements established herein and contain all required forms listed of this solicitation. The City shall be the sole judge in determining Proposer's qualifications.
The City, at its sole discretion, reserves the right to inspect any / all Proposer's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Proposer, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

Upon approval of the City Council, a contract shall be awarded to one (1) Proposer selected as the most responsible, responsive Proposer meeting all specifications. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City reserves the right not to award or to reject proposals from vendors that are currently in litigation with the City or as a result of any prior lawsuit with the City.

11. Evaluation - The City will evaluate all Proposals to select a firm/individual.

The purpose of the Evaluation Process is to judge the proposals submitted in response to this RFP and to establish the most advantageous proposal, further identified as the #1 or highest ranked firm/individual. Each proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

As Phase 1, the City's selection committee will evaluate and score proposals based on the evaluation criteria provided below. The proposals will subsequently be ranked based on scores, and the Selection Committee will recommend the proposal that is highest ranked and/or otherwise furthers the best interests of the City. The evaluation criteria is as follows:

1. **Operational Plan/Business Plan (30 points)**
   A maximum of 30 points may be assigned to this category with the most points being given to the proposal that indicates the best operational plan/business plan as determined by the Procurement Department.

2. **Experience/Qualifications (25 points)**
   A maximum of 25 points may be assigned to this category with the most points being given to the proposal exhibiting the most relevant experience and best Proposer qualifications as determined by the Procurement Department.

3. **Revenue Proposal (45 points)**
   A maximum of 45 points may be assigned to this category with the most points being given to the proposal which indicates the largest Concession Fee revenue income to the City. The highest amount of proposed Concession Fee may receive the maximum 45 points. Each other proposal shall receive a proportionate reduction in points based on the Concession Fee proposed from highest to lowest amount proposed.

The City shall be the sole judge of its own best interests, the statement, and the resulting negotiated agreement. The City reserves the right to proceed with award of the RFP following Phase 1 or to proceed to Phase 2, which would be to short list proposals and require presentations from the top ranked proposers before the Selection Committee or the City Council. The City reserves the right to establish at any time the number of the proposers that may be asked to present during Phase 2, if at all.

All finalists are in equal standing at the beginning of Phase 2. For further clarification, the City may require each finalist to provide discussions, interviews, phone conferences, oral presentations, and clarification of the Proposals submitted. This information will allow each firm/individual an opportunity to provide the Selection Committee/City Council additional insight regarding their statement and that of the qualifications of the firm/individual. Each Selection Committee member or member of the City Council shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories. The points awarded for each Category will be totaled, ranked and tabulated to determine the top ranked firm/individual.

12. Council Review.

Upon the completion of the evaluation process, the rankings supporting documents, and staff recommendation will be presented to the City Council. The City Council may

a) award based upon staff recommendation in Phase 1;
b) request presentations by any number of the ranked proposers as Phase 2, before making an award of the RFP;
c) ask staff to re-evaluate proposals based upon City Council discussions; and
d) reject all proposals.

13. Tie Statements.

Whenever a tie occurs for the top ranking position after any phase of the evaluation process, the Selection Committee will review the proposal to determine if the proposer is a local company. A local company will first be defined as one located within the City of Miami Springs; if neither proposer is located with the City of Miami Springs, locality will be defined as located within Miami-Dade County. If the tie cannot be broken using this local preference, the time-stamp of the proposal shall be reviewed to determine the earliest received RFP. The selection committee shall award the earliest submitted statement the highest ranking in a tie scenario.

14. Award of Contract.

The City anticipates entering into a contract with the person/company whose Proposal is judged by the City to be most advantageous. The City anticipates awarding one contract. This RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until statements are reviewed and accepted by appointed staff, the best statement has been identified, negotiations with the firm/individual has been authorized by the appropriate level of authority within the City, an agreement has been executed by parties and approved by the appropriate level of authority within the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the next highest ranked firm/individual determined by the Selection Committee, or it may re-solicit statements.

15. Insurance Requirements.

Each proposer must furnish evidence of insurance with submittal of this Proposal. Prior to execution of the contract, the City of Miami Springs must be listed as an "Additional Insured" (see General Conditions and Instructions). Successful Proposer shall maintain, at their sole expense and during the term of this agreement insurance requirements specified in General Conditions and Instructions.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance to policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.
The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At award time, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Miami Springs as additional named insured on each of the policies referenced in the General Conditions & Instructions.

SECTION 2 - GENERAL CONDITIONS AND INSTRUCTIONS

1. Definitions.

(i) We/Us/Our/City: These terms refer to the City of Miami Springs, Florida, a Florida municipal corporation. "They" may also be used as pronouns for various subsets of the City organization as content will indicate.

Procurement Division: The Division responsible for handling procurement-related issues within the City.

Departments: The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation, the Golf and Country Club.

Authorized Representative: The user Department's contacts for interaction regarding contract administration.

(ii) You/Your: The term refers to the person(s) or entity(ies) submitting a response to this RFP, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Respondent will have different obligations than "you" as a Successful Respondent will have upon awarding of this contract.

Successful Respondent/Submitter: The Respondent whose response to this solicitation is deemed the most highly qualified. A Respondent will be approved for award by the City Council, and a contract will be negotiated and executed for the provisions of the goods and/or services specified in this RFP and a Notice of Commencement will be issued.

(iii) Proposals/Submittal: The written, sealed document submitted by the Respondent in response to this RFP. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

2. Acceptance or Rejection of Proposals.

The City of Miami Springs reserves the right to waive irregularities or technicalities in proposals or to reject all proposals or any part of any proposal.

3. Examination of Documents and Clarification.

Each Respondent shall examine all parts of this RFP's documents and shall judge all matters relating to the adequacy and accuracy of such documents. The City shall not be responsible for oral interpretations given by any City employee, representative, or others. No plea of ignorance, by the Respondent, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the

requirements of the City or the compensation to the Respondent. If there is any doubt or obscurity as to the meaning of any part of this RFP, the Respondent may request clarification by written request.

Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to these specifications shall be submitted in writing by email to Tammy Romero, Assistant City Manager, romerot@miamisprings-fl.gov. The RFP title and number must be referenced on all correspondence. Should any questions or responses require revisions to the RFP as originally published, such revisions will be by formal amendment only. Answers, citing the question but not identifying the inquirer, will be publically noticed and distributed simultaneously to all known prospective Respondents.

The issuance of a written amendment is the only official method whereby interpretation, clarification or addition information will be given. No person is authorized to give oral interpretations of, or make oral changes to the RFP. If any amendments are issued to this RFP, the City will issue a formal written addendum, which will be shared publically and to all registered prospective Respondents via email notification. Addendums will be uploaded to the City's Procurement webpage. Notwithstanding, it shall be the responsibility of each Respondent, prior to submitting their response, to contact the City to determine if an amendment was issued and make such amendment a part of their response. If necessary, a new submittal opening date may be established by addendum.

4. Assignment.

The successful proposer(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

5. Proposer Certification.

Submission of a signed proposal is proposer's certification that the proposer will accept any awards made to him as a result of said submission at the prices and terms contained therein.

6. Proposal Tabulations.

Proposers desiring a copy of the proposal tabulation may request same by enclosing a self-addressed stamped envelope with their proposal.

7. Proposal Withdrawal.

No proposal can be withdrawn after it is filed unless the proposer makes his request in writing to the City prior to the time set for the opening of proposals, or unless the City fails to accept it within ninety (90) days after the date fixed for opening proposals.

8. Respondent Responsibility.

Before submitting the proposal, each proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by the City that the proposer will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations

and examinations will relieve the successful proposer from his obligation to comply in every detail with all provisions and requirements of the contract documents.

9. Default.

Failure or refusal of a proposer to execute a contract upon award, or withdrawal of a proposal before such award is made, may result in forfeiture of that portion of any proposal surety required equal to liquidated damages incurred by the City. Where surety is not required, failure to execute a contract as described above may be grounds for removing the proposer from the proposer's list.

10. Anti-Trust Provision.

At such times as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively bid (government) contracts for the purchase of these goods and/ or services as may be available.

11. Delivery.

All service, materials, and/or equipment are purchased F.O.B. point of delivery in Miami Springs. The successful proposer must prepay all transportation charges to designated point of delivery in Miami Springs. Collect or Freight Due shipments will be refused.

12. Exceptions to Specifications.

Proposers taking exception to any part or section of these specifications shall indicate such exceptions on their proposal and prove to the satisfaction of the City that said item is equal to, or better than, the product specified. Proposals for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, proposer MUST attach to the specification documents on Company letterhead a statement identifying, but not limited to, the manufacturer, brand name, make, model and/or Catalog Number(s) of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The proposer must indicate any variances to the specification document no matter how insignificant.

The City of Miami Springs reserves the right to approve as an equal, or to reject as not being an equal, any article the proposer proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith. Failure to indicate any exceptions shall be interpreted as the proposer's intent to fully comply with the specifications as written.

Notwithstanding the foregoing, the City reserves the right to prohibit, in advance, any consideration of "or equal" submittals prior to the dissemination of any bid/RFP specifications.

Proposers MUST submit any cost-saving/value-added alternate proposal pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the proposal pricing as specified, allowing for clear evaluation and value-analysis by the City.

13. Florida Government in the Sunshine Law.

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a RFP/Response, Respondent acknowledges that the information submitted with the RFP/Response and the results of the City evaluation are open to public inspection upon proper request. Respondent should take special note of this as it relates to proprietary information that might be included in its RFP/Response.

14. Public Records, Proprietary Information, Audit Rights and Records Retention.

Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier any material submitted in response to this Request for Proposals will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Respondents must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposals by specifically identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and cite the applicable exempting law. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Successful Respondent agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Successful Respondent which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Successful Respondent shall maintain and retain all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes. If the Contract that may result from this RFP contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

15. Qualifications of Proposers.

Each proposer may be required, before the award of any contract, to show to the complete satisfaction of the City of Miami Springs that he has the necessary facilities, ability, and financial resources, to furnish the service/product as specified herein in a satisfactory manner, and he may also be required to show past history and reference which will enable the City to satisfy itself as to the proposer's qualifications. Failure to qualify according to the foregoing requirements may justify the City in rejecting his proposal.

16. Relation of City/ Partnership or Joint Ventures.

It is the intent of the parties hereto that the successful proposer shall be legally considered as an independent contractor and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said successful proposer, his servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

17. Taxes.

The City of Miami Springs is exempt from Federal Excise and State of Florida Sales Tax. State Sales Tax and Use Tax Certificate Number is 85-8012621640C-5.

18. Compliance With Orders and Laws.

Successful respondents shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

- 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, employment practices, rate of pay or other compensation methods, and training.)
- Occupational, Safety and Health Act (OSHA)
- State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes
- Environment Protection Agency (EPA)
- Uniform Commercial Code (Florida Statutes, Chapter 672)
- American with Disabilities Act of 1990, as amended
- National Institute of Occupational Safety Hazards (NIOSH)
- National Forest Products Association (NFPA)
- State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code
- U.S. Department of Transportation
- Cone of Silence, Miami-Dade County Code of Ordinances
- State of Florida Statutes, Section 218.70 et seq., the "Local Government Prompt Payment Act"

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent or Respondent, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to this transaction, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or Qualifications for goods or services to City. Respondent must complete and execute the Acknowledgement of Conformance with Orders and Law Standards Affidavit form. The term "Respondent," as used herein, include any person or entity making a Response herein to City or providing goods or services to City.

Lack of knowledge by the Respondent 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).

19. Attorney Fees and Costs.

In connection with any litigation, mediation or arbitration, including any trials and appeals, arising out of this RFP and any contract awarded pursuant to same, the prevailing party shall be entitled to recover from the other party any and all reasonable attorney's fees and costs, including but not limited to attorney's fees for litigating entitlement to attorney's fees.

20. Applicable Law and Venue.

THIS RFP and the rights and liabilities of the parties hereto shall be governed by the laws of the State of Florida. In the event of any administrative or legal action, mediation, or arbitration arising out of this RFP, the venue for such action shall be in Miami-Dade County, Florida.

21. Governmental Restrictions.

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this RFP prior to delivery, it shall be the responsibility of the Bidder/Respondent to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

22. Submissions of Request for Proposals.

1.26.1 Incurred Expenses. The City is not responsible for any expenses which Respondents may incur for preparing and submitting proposals called for in this Request for Proposals.

1.26.2 Interviews. The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs incurred by the Bidder/Respondent in connection with such interviews/ presentations (i.e. travel, accommodations, etc.).

1.26.3 Request for Modifications. The City reserves the right to request that the Respondents(s) modify a submittal to more fully meet the needs of the City.

1.26.4 Bid/RFP Acknowledgment. By submitting a proposal, the respondent certifies that he/she/it has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

1.26.5 Acceptance/Rejection/Modification to Submittals. The City reserves the right to negotiate modifications to bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the submittals.

1.26.6 Submittals Binding. All proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

1.26.7 Alternate Bids. An alternate bid will not considered or accepted by the City.

1.26.8 Economy of Preparation. Bids should be prepared simply and economically, providing a straightforward, concise description of the Respondents ability to fulfill the requirements of the bid.

1.26.9 Proprietary Information. In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Respondents should be aware that Request for Proposals/Qualifications/Invitation to Bid and the responses are in the public domain. However, the Respondents are required to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All bids/proposals received from Bidders/Respondents in response to this Request for Proposals will become the property of the City and will not be returned to the Respondent. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

23. Cancellation.

In the event any of the provisions of this bid are violated by the Successful Respondent, the City Manager shall give written notice to the Successful Respondent stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City Council reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

24. Property of the City.

Property owned by the City is the responsibility of the City. Such property furnished for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Successful Respondent shall be the responsibility of the Successful Respondent. Damages occurring to such property while in route to the City shall be the responsibility of the Successful Respondent. In the event that such property is destroyed or declared a total loss, the Successful Respondent shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

25. Capital Expenditures.

Successful Respondent understands that any capital expenditures that the Successful Respondent makes, or prepares to make, in order to perform the services required by the City, is a business risk which the Successful Respondent must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Successful Respondent. If Successful Respondent has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City.

26. Term of Contract.

The City and the Successful Respondent shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Council at a fully authorized meeting. If the Bidder/Respondent awarded the project fails to enter into an Agreement as herein provided, the award may be declared null and void, and the project may be awarded to the next most responsible and responsive Respondent, or re-

advertised, as determined by the City. The initial term of the Agreement awarded pursuant hereto shall be from the effective date of the Agreement.

27. Terms and Conditions of Agreement.

The agreement to be entered into with the Successful Respondent shall include, but not be limited to, the following terms and conditions in the same or substantially similar language:

27.1 **Indemnification.** The Successful Respondent agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Successful Respondent, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

27.2 **Patents and Royalties.** The Successful Respondent, without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. The Successful Respondent shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Successful Respondent shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Successful Respondent shall pay all damages and costs awarded against the City.

27.3 **Time of the Essence.** An understanding and agreement, by and between the Successful Respondent and the City, that time is of the essence and that the completion time as specified in Successful Respondent's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

28. Insurance Requirements.

Respondent shall furnish to the City's Procurement and Purchasing Division evidence of insurance with the coverage conditions and policy limits set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference. Submitted evidence of coverage shall demonstrate strict compliance to all requirements. The City of Miami Springs shall be listed as an "Additional Insured". Issuance of a work order is contingent upon the proper insurance documents. All insurance shall be maintained until work has been completed and accepted by the City. The Successful Respondent shall, at its sole expense, maintain in full force and effect at all times during the life of the agreement,

insurance coverage's and limits (including endorsements), as described herein. Each policy shall provide the City with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as City's review or acceptance of insurance maintained by any RFP responder are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by any RFP responder under the Agreement.

29. Termination of Contract.

The City reserves the right to terminate the contract for default or for convenience. In the event of such termination, the City additionally reserves the right to make the award for the balance of the contract period to the next highest Respondent or to rebid.

29.1 Termination for Default. If the Successful Respondent defaults in its performance under this Contract and does not cure the default within **three (3)** days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. Such failure to perform satisfactorily includes all areas of service, availability, delivery, quality and any other area covered by these specifications. In the event of a default, the Successful Respondent shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Respondent was not in default or (2) the Successful Respondent's failure to perform is without his/her control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

29.2 Termination for Convenience. The City Manager may terminate the Contract that may result from this RFP, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience of the City, the Successful Respondent will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

30. Equal Opportunity Regulations.

30.1 Non-Collusion Affidavit. Each Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the RFP submittal. City considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions. By offering a submission pursuant to this RFP, the Party certifies the firm/individual has not divulged, discussed, or compared its/his/her Response with other Parties and has not colluded with any other respondents or parties to this RFP whatsoever. Also, the firm/individual certifies, and in the case of a joint response, each Party thereto certifies, as to its/his/her own organization, that in connection with this RFP. No attempt has been made or will be made by the firm/individual to induce any other person or firm to submit or not to submit a Response for the purpose of restricting competition. The only person or persons interested in this RFP, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Response or in the Agreement to

be entered into. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by the firm/individual for the purpose of doing business.

30.2 **Americans with Disabilities.** As part of any Response, each firm/individual must submit an executed American with Disabilities Act Non-Discrimination Statement attesting to compliance with 42 U.S.C. Section 12101 et, seq.

30.3 **Compliance with Equal Employment Opportunity.** The firm/individual shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the firm/individual has agreed to undertake by and through the covenants, and provisions set forth in this RFP or subsequent Agreement.

30.4 **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 to provide any goods or services to a public entity, may not submit a Response with a public entity for the construction or repair of a public building or public work, may not submit Response on lease of real property to a public entity, may not be awarded or perform work as a A&E, 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 F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being place on the convicted vendors list.

The above referenced forms are included in 'Forms / Deliverables' at Section 6 of this RFP. Please ensure that you read these forms, and all others contained within Section 6 thoroughly, and return them signed and notarized where required. Proposals received with incomplete forms may be deemed unresponsive.

31. Expenses Incurred in Preparing Proposal.

The City accepts no responsibility for any expenses incurred in the proposal's preparation, and presentation; such expenses are to be borne exclusively by the proposer.

32. Late Proposal Rejection.

The City of Miami Springs is not responsible for the delivery of any bid proposal. All bid proposals received by the Purchasing Agent after the time stated in the Request for Proposal, shall be returned unopened and will not be considered for award.

33. Laws and Regulations.

It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations. Lack of knowledge by the proposer will

in no way be a cause for relief from responsibility. Non-compliance with all federal state and local orders and laws may be considered grounds for termination of contract(s).

34. Licenses and Registrations.

The contractor shall be responsible for obtaining and maintaining any licenses required pursuant to the laws of Dade County, the City of Miami Springs, or the State of Florida. Every vendor submitting a proposal on this Request for Proposal should include a copy of the company's occupational license or a written statement on letterhead indicating the reason no license exists. Miami Springs, Florida-based businesses are required to purchase an Occupational License to conduct business within the City. Vendors residing or based in another state or municipality, but maintaining a physical business facility or representative in Miami Springs, may also be required to obtain such a license by their own local government entity or by Miami Springs. For information specific to Miami Springs occupational licenses call (305) 805-5030.

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SECTION 3 - SPECIAL CONDITIONS

1. Term of Agreement

The term of the agreement following this RFP shall commence on *To Be Determined*, (the "Commencement Date") and shall extend for a period of five (5) years thereafter (the "Term") unless sooner terminated pursuant to the provisions of the agreement. The City will have the option to extend the agreement for an additional five (5) year, which the City may exercise in its absolute discretion.

2. Minimum Qualifications.

The minimum qualifications listed below demonstrate that the Proposer is qualified to conduct a successful F&B operation and is capable of satisfying the obligations under the F&B Service Agreement with the City. The City, in its sole discretion, will determine if the Proposer meets the minimum qualifications by evaluating the information supplied by the Proposer, and if necessary, conducting investigations, interviews, site visits, or use any other means deemed appropriate by the City. **Proposers must clearly state and substantiate how they meet the minimum qualifications stated below.** Any Proposal received from a Proposer that does not meet all of the minimum experience and qualification requirements will be deemed non-responsive.

Food & Beverage (F&B)
The minimum qualifications are five (5) years of successful food and beverage experience within the last ten (10) years in the following:

- Operation and management of a restaurant, country club/airport/mall/similar food concession;
- Operation and management of food catering business; AND/OR
- Operation and management of a hotel ballroom/banquet facility/similar assembly venue,

AND

- Administration of a liquor license and the sale of alcoholic beverages as a retail vendor.

Participants may combine years of experience to meet the minimum qualifications. Proposers without the requisite experience are encouraged to partner with persons/or entities with the required experience. However, the prime proposer must meet these minimum qualifications. Individuals who are listed as having part or all, or being part of the team having part or all, of the experience required herein shall have clearly identified roles in the proposal. If selected, such individuals are expected to perform work under this RFP and the corresponding agreement. Failure to have such individuals perform work under the corresponding agreement may result in the termination of the agreement.

Financial Capability
Proposer must demonstrate financial capability sufficient for the Evaluation Committee to conclude that the Proposer has the capital and operational financial resources to perform the F&B Operation Services. Proposers must provide a statement of Proposer's financial stability, including, but not limited to, amount and source of funding for anticipated capital improvement(s)/purchase(s) and operations, annual financial reports for the last three (3) years of the Proposer's entity, and information regarding prior bankruptcy proceeding, pending litigation and judgment(s) against the Proposer's entity. Proposer must provide a financial projection covering the first three (3) years of the contract.

Upon execution of the concession agreement with the city, Operator will deposit with the city the first and last months concession fee as well as one month security deposit equal to a month of the concession fee.

4. Proposal.

Each Proposer is responsible for determining all factors necessary for the submission of a comprehensive response to this RFP. Proposer must submit proposals that are complete, thorough and accurate. Failure to comply with all provisions of this RFP will severely weaken your proposal's evaluation and could result in your proposal receiving no consideration and may be deemed non-responsive. Proposals will be evaluated based on the points awarded as set forth in the Criteria for Award.

A. Content of Response

The proposal must contain the following information. Proposers may prepare, execute and submit these pages or recreate a form using the following a template. This form must be signed by an authorized representative of the Proposer. Items 1-15 below set forth the minimum criteria and information each Proposer must provide in order for the proposal to be considered responsive and be eligible for further consideration. All proposals must include this form (completed), with attachments if additional space is required.

1. Name of Proposer /Firm: _____

2. Principal Office/Mailing Address: _____

3. Telephone Number: _____

4. Email: _____

5. Contact Person/Title: _____

6. Form of Business Entity:

Corporation	[ ]	Joint Venture	[ ]
General Partnership	[ ]	L.L.C.	[ ]
Limited Partnership	[ ]	Individual	[ ]

If other than Individual, specify type of organization: _____
Provide a current status report confirming the entity's ability to conduct business in Florida.

7. Name, Address and Percentage Ownership of all individual participants in Proposer's Business Entity. Specify which individuals will be actively involved in the management or operation of the F&B and which individuals will be non-active participants:

Name	Address	Percentage Ownership

8. Has the Proposer, or any of its owner participants/affiliates or any companies being referenced as part of Proposer's experience ever filed a petition for bankruptcy or been declared bankrupt?

Yes ( ) No ( )

If Yes, state date, type of bankruptcy, amount of liabilities and amount of assets, and current status.

Is the Proposer, or any of its owner participants/affiliates or any companies being referenced as part of the Proposer's experience, a party to a lawsuit or has Proposer been a party to a lawsuit within the last ten (10) years? Are there any pending judgments against the Proposer or any of its owner participants/affiliates or any companies being referenced as part of the Proposer's experience?

Yes ( ) No ( )

If Yes, state date, type of litigation, issue and remedy sought, and amount of pending liabilities.

9. Attach the Proposer's operational plan/business plan as detailed below.

10. Attach evidence of Proposer's experience and qualifications as a F&B service provider.

11. Provide the amount the Proposer will pay to the City on a **yearly basis** (divided into twelve (12) equal payments), plus all applicable sales taxes for providing F & B Services to the Miami Springs Country Club F&B Operation.

12. Provide an executed Drug-Free Workplace Certification indicating that Proposer has implemented a Drug-Free Workplace Program that meets the requirements of Section 287.087, Florida Statutes.

13. A copy of Proposer's non-discrimination policy or a signed statement affirming that its non-discrimination policy is in conformance with the policy of the City.

14. Submit such additional information, as an attachment hereto, as Proposer may consider pertinent to indicate both financial and operational capabilities of the Proposer to operate as a F&B service.

15. Submit all addendums, if any, issued for this RFP, properly acknowledged.

The below signed has read the RFP and all attachments, and fully understand what is required. By submitting this signed proposal, I will accept an Agreement, if approved by the City, and such acceptance covers all terms, conditions, and specifications of this RFP.

Proposal submitted by: _____

Entity Name (if applicable) _____

Print Name/Title (if applicable)_____

Address: _____

Telephone No.: _____

E-Mail: _____

_____ _____

Signature Date

5. Operational Plan/Business Plan.

Proposer is required to furnish an Operational Business Plan outline in detail the services to be offered and the manner they will be performed by the Proposer. The operational plan/business plan shall address, at a minimum:

1. *Introduction*. Introduction and background of Proposer, individually and if part of a team. Members of the Proposer operating team shall be named and their express roles identified.

2. *Offerings*. Proposed menus and pricing with a description of the F&Bs to be offered in the Country Club F&B Operation Service areas.

3. *Special Events*. Proposed menus and pricing for tournament and special event packages suitable for after-golf lunch or dinner.

4. *Hours of Operation*. Day-to-day services and the proposed hours of operation for the Country Club F&B Operation Service areas. Hours of operation must, at a minimum, comply with the operation schedules as set forth in this RFP.

5. *Intended Uses*. Provide a detailed list of intended uses for each of the rooms listed below and how often each will be used: (i.e. Intended use for golf tournament functions, restaurant/dining, banquets, meeting facilities, etc.):

    a) "Grill" Room;
    b) "Majestic" Room; &
    c) "Dynasty" Room.

6. *Commencement*. Proposed length of time required, from notification of award, to fully mobilize workforce and equipment to begin services. The City desires for services to begin immediately. Any proposed improvements to the Country Club will only be approved as a phased project so as to avoid interrupting fully the F&B Operation Services.

7. *Improvements*. Proposer must attach a description of planned improvements which are to be paid for by the Proposer. The description should also include timeframes for completion, the estimated value of the improvements, and the manner those improvements will be paid.

8. *Experience/Qualifications*.

    a) Proposals must contain a detailed and substantiated explanation of Proposer's experience and qualifications as specified in the Special Conditions Section;

    b) Verifiable business references (**minimum three (3) references**) demonstrating Proposer's experience in the operation, management and provision of services of a similar nature. References must include (i) names, (ii) addresses, (iii) telephone numbers, (iv) dates of operation, (v) a contact person and (vi) email address; and

    c) Any additional information, as an attachment hereto, that may be consider pertinent that indicate capabilities of the Proposers to operate and manage a F&B service.

9. *Revenue Proposal.* Although revenue payments and applicable sales taxes are to be paid to the City on a monthly basis during the term of any agreement between the City and the successful proposer, the proposer herein submits its revenue proposal for the **five (5) years** of the proposed agreement on an annualized basis, as follows;

Annualized Concession Fee Payments to City:	Year One	$_____
	Year Two	$_____
	Year Three	$_____
	Year Four	$_____
	Year Five	$_____

TOTAL REVENUE (YEARS ONE- FIVE): $ _____

It is to be understood and agreed that the City will not consider or accept any revenue proposals based upon a percentage of sales received.

10. *Questions/Alternates.* If Proposer has comments related to any of the provisions in the RFP and/or the Exhibits, such comments must be disclosed by the Questions and Comments Deadline. If Proposer desires to provide alternate arrangement or deviation from the RFP requirements, it should be provided in this section and thoroughly explained.

11. *Business Information.* Each Proposers responding to this RFP shall provide a detailed disclosure statement on the Disclosure of Beneficial Interests for identifying the Proposer responding and the type of business making the proposal, i.e., Sole-Proprietorship, Partnership, Corporation, LLC or Joint-Venture. A corporation-to-be-formed or other form of uncreated entities shall not be an acceptable Proposer. The Disclosure of Beneficial Interests should identify all the individual owners of five percent (5%) or more of the proposed Proposers and/or any entities owning any portion of the Proposer.

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SECTION 4 - SCOPE OF SERVICES

1. Required Services.

The Proposer will maintain full and complete control of the usages, functions and events to be assigned in the F&B Services area ("Country Club").

Proposer understands and agrees that the "Grill" room is to be primarily reserved for the support of the golf operations, citizens' needs and accommodations, and meetings and events of local civic groups and organizations. The remaining rooms ("Majestic" and "Dynasty") may be used in a manner that best serves the needs of the Proposer. However, the intended use of these rooms shall be explained in detail within the Proposers response within the Operational Plan/Business Plan.

Furthermore, it is understood that the City shall have the unlimited right to utilize catering services from outside vendors for specific golf tournaments and up to ten (1) days for City sponsored events/programs operated by the City each year.

The Proposer acknowledges, by responding to this RFP, the importance of cooperating with the Golf Departments staff in regards to providing required parking for all golfers and golf functions. The Proposer shall be responsible to determine and assign appropriate parking arrangements to accommodate all F&B functions that may conflict with the existing needs of the golfers and golf functions.

The Proposer agrees to provide, at minimum, the following F&B Services at the Country Club facility:

- Catering for Golf Tournaments (utilizing at least three (3) fixed menus) when requested.
- Catering for local civic groups and organizations (daytime lunch meetings conducted on a regular basis)
- Provide a dedicated monitored phone in the "Grill" room (notification sign of service to be provided near the 7th hole), so that food orders can be ordered in advance for pick-up or dine-in by golfers while playing.
- Establish a "Golfer Fare" menu to be distributed on or with score cards (such as cold & hot sandwich items, hot dogs, burgers, salads, wraps and snacks) that can be quickly prepared for easy pick-up to allow continuous play.
- Provide early morning coffee services and pre-packaged baked goods for golfers.
- Room rental charges and/or corkage charges (for charitable events/Golf Tournaments in which food is donated).
- Grill and Bar Services in the "Grill" room (to support the daily needs and requirements of golfers, citizens and local groups and organizations).
- Provide beverages, including beer, wine and liquor to the golfers and visitors to the Country Club on a daily basis, which in the past have been typically served in the ""Grill" room" area.
- The sale of liquor under the F&B operation services shall be limited to the Country Club area only. The Proposer shall have the option to use the City's current liquor license as required to sell beer, wine and liquor.
- City shall have the use of the facility for organized golf tournaments and other events. City reserves the right to host unlimited golf tournaments and up to ten (10) events/programs sponsored or operated by the City each year where the organizer of the

tournament/event/program may bring in donated or purchased F&B items from an outside source for distribution to the event participants and for which the City shall not be charged for the use of the facility. The City shall provide written notice to Proposer at least 30 days in advance (for the cost free use of one room only) of such scheduled tournaments/events where F&B will be provided by the organizer.

- Proposer shall notify the City of Miami Springs, in writing at least ten (10) business days in advance if special activities are planned; however, permission to allow special activities will be granted or denied at the City's sole and absolute discretion.
- Catering for golf tournaments and other events.

Proposer shall coordinate and cooperate with the City regarding special events and activities conducted within the City and shall, upon request from the City, suspend operation of the F&B Operation Services when such events warrant the suspension of the operation of the F&B as determined by the City of Miami Springs.

The Proposer must purchase, provide and install whatever new equipment, appliances, furnishings, materials, and supplies, will be required in order to fulfill the Proposer's responsibilities including, but not limited to fuel, power, water, and essential communications.

Proposer shall pay to the City Annual Concession Fee during the term of the agreement in equal monthly installments, together with all applicable sales taxes thereon, on the first day of each month, in advance, without any prior demand therefore or any deduction, holdback or setoff whatsoever.

The initial monthly installment of Annual Concession Fee shall be due within fifteen (15) days after the Commencement Date. Any Annual Concession Fee payment hereunder for any fractional month shall be calculated and paid on a per diem basis using a 30-day month.

On each anniversary date of the Commencement Date of the Agreement or any extension thereof, the Annual Concession Fee shall be adjusted based on the Proposers RFP response for years two through five.

Annual Concession Fee shall be made payable to the City of Miami Springs and shall be delivered to the City of Miami Springs, Attn: William Alonso, City Manager/ Finance Director, 201 Westward Drive, Miami Springs, FL 33166.

Proposer shall not use, nor permit, the use, of the F&B Operation at the Miami Springs Golf & Country Club for any other use, business, or purpose whatsoever without the prior written consent of City, which consent may be granted or withheld in City's sole discretion.

Proposer shall not prohibit or hinder City personnel or any law enforcement officers from performing their official duties.

Proposer shall not commit or permit any reckless or dangerous conduct on the premises of the Miami Springs Golf & Country Club at any time. This includes, but is not limited to, violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.

Proposer shall operate its business on the premises of the Miami Springs Golf & Country Club during the Term of the agreement with due diligence and efficiency and in a manner prudent and in

accord with generally accepted business practices within the locale for Proposer's business. It is the specific requirement of this RFP that the F&B Operation services be offered in a manner that is supportive of the golf operations, beneficial to the citizens of the community, and an enhancement of the reputation of the Miami Springs Golf and Country Club.
Proposer will control and maintain the "Master Booking Calendar" for the facility and the activities to be conducted therein. All golf, citizen and local civic group and organization events are subject to the scheduling discretion of the Proposer, who agrees to be reasonable, cooperative and supportive of all groups and the booking of their events.

Additionally, the Proposer, by its submittal of a response to this RFP, acknowledges and understands the vital nature of the golf operation at the Country Club to the City and its finances and warrants that it will fully support, and cooperate with, the City and its golf department in the coordination of the scheduling of events and the services to be provided at all golf related events.

Proposer shall operate the F&B Operation Services seven (7) days a week, year round, according to the following schedules:

- Grill: Monday - Friday 9:00a.m. to 7:00p.m.
- Kitchen: Monday - Friday 9:00a.m. to 9:00p.m.;
  Saturday - 8:00a.m. to 7:00p.m.; and
  Sunday - 8:00a.m. to 7:00p.m.
- Bar: Monday - Friday 9:00a.m. to 9:00p.m.;
  Saturday - 8:00a.m. to 9:00p.m.; and
  Sunday - 8:00a.m. to 7:00p.m.

Proposer shall not implement any changes in the aforesaid required times of operation unless written approval has been received from the City of Miami Springs, which approval may be granted or withheld in its sole and absolute discretion.

City may, at its sole discretion, include Proposer's F&B Operation Services as part of golf packages sold by City for tournaments, leagues, and special events. City shall coordinate with Proposer regarding the selection, quantity, and dates needed. City shall collect the payments for any F&Bs included in the golf packages, and then pay the Proposer for its participation upon receipt of an invoice from Proposer. City shall process the payment through its Finance Department.

Proposer shall maintain customer service as a top priority and shall employ a sufficient number of qualified staff to properly operate the F&B Operation Services at the Miami Springs Golf & Country Club. Proposer shall provide employees who are professional, friendly, well-dressed, and courteous to the golfers and general public. Employees shall maintain a neat appearance, exercise good public relations skills, respond to customer complaints and questions, have excellent telephone manners, speak positively about the facility and its operations, and conduct themselves in a high standard that is acceptable to the City.

Proposer and staff shall wear a uniform, logoed shirt that includes a collar and sleeves and professional looking solid pants or shorts (no cut-off shorts or jeans) which, in the sole determination of the City, clearly distinguishes a F&B employee.

Proposer shall be responsible for training all F&B staff concerning the customer service philosophies of City of Miami Springs.

The Proposer shall also maintain a good working relationship with the City Golf Department management and maintenance staff.

Use of profanity, alcohol, and illegal substances by Proposer, staff, subcontractors and agents is strictly prohibited.

Proposer shall appoint a responsible person to be a member of the Golf Facility Management Team which is currently scheduled to meet on a weekly basis. The Proposer's representative shall be someone who has the authority to make operational decisions on behalf of the Proposer.

Proposer shall provide telephone and/or cellular phone service at the Miami Springs Golf & Country Club facility during all hours of operation for emergency calls and to ensure accessibility by the public for general questions, schedules, etc.

Proposer shall, at its own expense, obtain, maintain, and comply with all required certifications, licenses, training, and permits necessary to operate the facility, including a liquor license that permits Proposer to sell beer, wine and liquor (if Proposer does not desire to use the City's liquor license) for consumption within the Miami Springs Golf & Country Club facility. The sale of liquor shall be limited to the Country Club F&B Operation only. Proof of licensure and proper insurance coverages shall be required prior to the Commencement Date, and provided to the City of Miami Springs. Proposer shall conduct services in such a manner as to meet all applicable health and food standards and codes.

Proposer shall provide, at no charge to the customer or City, 16 oz. to 20 oz. paper cups for ice and water.

Proposer shall conduct its services and activities in a safe manner and comply with all safety and health regulations and standards imposed by Governmental Regulations, and shall ensure that all operation employees do the same. Proposer agrees that neither they, nor employees or any person working for or on behalf of Proposer, shall require any personnel engaged in the performance of Proposer's operations to work in surroundings or under working conditions which are unsanitary, unsafe, hazardous or dangerous to his or her health or safety as determined by Governmental Regulations.

For payment of any customer charges, Proposer shall accept a minimum of two (2) of the following credit cards: Visa, MasterCard or American Express.

Proposer shall not conduct special events or promotions of any kind within the Golf and Country Club unless prior written approval by the City of Miami Springs has been provided.

Proposer shall perform a background check on each employee prior to the employee beginning work. Proposer shall forward a copy of each background check to the City of Miami Springs for review prior to the employee commencing work. City reserves the right to disallow employment of any candidate or employee whose background check reveals one or more disqualifying offenses. A list of potential disqualifying offenses is available from the City of Miami Springs upon request. Proposer shall notify the City of Miami Springs of any disqualifying offense it has knowledge of as

to any of its employees during the term of the agreement and Proposer shall immediately terminate employment of any and all employees whom Proposer discovers have committed a disqualifying offense.

F & B services may, with the approval of the City representative, suspend operation of the F&B whenever the Golf and Country Club is closed due to severe storms or maintenance/construction. Reasonable effort shall be made to reopen the Golf and Country Club in a timely manner following the inclement weather or maintenance, and construction. If the closure is for an extended period of time (greater than seven (7) consecutive days), City shall prorate the monthly payment of Annual Concession Fee.

2. Rules and Regulations Applicable to (F&B) Operation Services at Golf & Country Club

Proposer's failure to keep and observe the following rules and regulations shall constitute a default under the terms and conditions of the agreement with the City. In addition, City reserves the right from time to time to amend and supplement the rules and regulations, and to impose additional rules and regulations. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to the Proposer. Proposer agrees to comply with all additional and supplemental rules and regulations upon notice of same from City.

1. The sidewalks, entrances and passages surrounding the F&B Operation premises shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the F&B Operation premises of the Proposer or occupant.

2. No awnings or other projections shall be attached to the outside walls or windows of the F&B Operation premises unless approved by the City.

3. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the F&B Operation premises.

4. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, acids, or other substances shall be thrown therein. Proposer shall not bring or keep, or permit to be brought or kept, any inflammable, combustible or explosive fluid, material, chemical or substance in or about the F&B Operation premises.

5. No animals (except for guide dogs, service dogs, or companion dogs) of any kind shall be brought into or kept in or about the F&B Operation premises. Proposer shall not cause or permit any unusual or objectionable odors to emanate from the F&B Operation premises.

6. No space in the F&B Operation premises shall be used for manufacturing, or for the storage or sale of merchandise, goods or property of any kind, at auction, without the prior consent of the City.

7. Proposer shall not make, or permit to be made, any unseemly or disturbing noises, or disturb or interfere with visitors of the Golf and Country Club, whether by the use of any musical instrument, radio, television set, or other audio device, musical noise, whistling, singing, or in any other way.

8. Proposer shall provide the City Police Department with copies of any keys and codes for any locks or bolts of any kind placed upon any of the doors or windows. In addition, any alarm codes shall be provided to the City Police Department. Proposer must, upon the termination of its tenancy, restore or return to the City all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by Proposer.

9. The City shall have the right to prohibit any advertising in or around the Golf and Country Club by the Proposer or any other party which, in the City's opinion, tends to impair the reputation or desirability of the Golf and Country Club, and upon notice from the City, the Proposer or the other party shall refrain from or discontinue such advertising.

10. Proposer, before closing and leaving the Country Club F&B Operation premises, shall ensure that all doors are locked and all windows are closed.

11. The Country Club F&B Operation shall not be used, or permitted to be used, for lodging or sleeping, or for any immoral or illegal purpose.

3. Food & Beverage (F&B) Operation Services Maintenance

Proposer shall protect the City's capital investment in the Miami Springs Golf & Country Club facility through the exercise of a high standard of maintenance. Proper maintenance shall include, but not be limited to, providing adequate custodial (janitorial) services, interior maintenance and repair, garbage and trash disposal, pest control, keeping the patio area clear of debris and stains, and maintenance of furniture, fixtures and equipment.

Proposer shall, at a minimum, perform the following maintenance on a regular and ongoing basis:

a) clean interior and exterior walls, windows, doors, and surfaces;

b) clean ceiling, floors, furnishings, lights, light bulbs, tubes, and F&B equipment as is customary for a similar quality Food & Beverage found in a public recreation facility in City of Miami Springs;

c) keep patio furniture areas clean and free of stains. Proposer shall maintain the F&B Operation and all areas within 75 feet of the F&B Operation areas in a safe, clean, sanitary condition free of litter, refuse, and debris.

d) Proposer shall provide adequate refuse containers in the F&B Operation areas and shall regularly service all trash cans, including Country Club trash cans, located within the F&B Operation areas. The trash cans shall be emptied into the Proposer provided dumpster on a regular basis in order to prevent the trash cans from overflowing. The Proposer shall not use the trash cans located outside of their designated areas to handle refuse generated by their operations. All refuse generated by the Proposer shall be deposited directly into the Proposer dumpster by F&B staff.

e) Proposer, at its sole cost and expense, will keep the F&B Operation areas free of rodents, vermin and other pests.

f) All furniture, fixtures, and equipment currently located on and in the Country Club may continue to be utilized by the successful Proposer, any maintenance and replacements of such items shall be at the sole cost and expense of the Proposer. The approval of the City must first be obtained before any furniture, fixtures, and/or equipment is discarded or replaced.

g) Maintenance of all landscaping installed or provided by Proposer at the Country Club facility shall be the sole responsibility of the Proposer.

Proposer shall repair all damages to F&B Operation, areas and equipment caused by, resulting from, or in any way arising out of Proposer's services or use of F&B Operation, Areas and Equipment whether such damage is caused by Proposer, its agents, or its invitees.

Proposer shall repair and maintain (i) fixtures provided by Proposer; (ii) repair of damage caused by Proposer, its employees, agents, contractors, customers, licensees or invitees to the F&B Operation facility; (iii) maintenance, repair and replacement of any plumbing (including grease trap, if applicable), electrical, air conditioning/heating system or equipment inside the F&B Operation which, whether connected directly to the building's system or not, were installed by Proposer specifically to serve the F&B Operation; (iv) interior repainting and redecoration, whether or not caused by, or growing out of any breakage, leakage or defective condition of the electric wiring, air conditioning or heating pipes and equipment, closets, plumbing, appliances, sprinklers, other equipment, or other facilities serving the F&B Operation; (v) glass cleaning; and (vi) janitorial services for the F&B Operation areas.

Proposer shall maintain and repair all F&B equipment in the Country Club. Proposer shall repaint, refurnish the facilities and replace furnishing and equipment as may be deemed necessary at the reasonable discretion of the City. The City of Miami Springs reserves the right to, periodically throughout the term of the agreement, inspect or cause to be inspected the F&B Operation areas and equipment, identify any maintenance or repair items and report, in writing, the nature of these items and recommend corrective action. Proposer shall promptly repair, replace, or repaint any damaged or defaced surfaces within seventy-two (72) hours of discovery or notification by the City. Proposer is to provide a proposed schedule of cleaning, maintenance and repair of facilities.

Proposer shall immediately notify City of any possible health, safety and/or security hazards that may exist within any area, including use by unauthorized parties, so corrective actions can be determined and implemented. In no event shall City be liable for damages or injuries arising from the failure to make repairs, nor shall City be liable for damages arising from defective workmanship or materials in making such repairs. City shall have no obligation to commence repairs until fifteen (15) days after the receipt by City of written notice of the need for repairs. Proposer waives the provision of any law, or any right to make repairs at City's expense.

4. City Responsibility for Operation Areas

City agrees to repair and maintain in good order and condition, ordinary wear and tear excepted, the roof, roof drains, exterior walls and windows, utility lines outside the F&B Operation areas (except for sewer lines clogged by grease or other Proposer-created problems), foundations and structural portions of the Miami Springs Golf and Country Club Building, and the air conditioning, heating, and plumbing systems, and fire suppression system serving the F&B Operation areas. City shall maintain the Golf Course Area, except for any damage caused by, resulting from, or in any way arising out of, Proposer's operation or use of the Food & Beverage Operation areas, whether such damage is caused

by Proposer, its agents, or its invitees. City shall maintain all parking areas adjacent to the Country Club facility.

In the event of a threat of tropical disturbance, City shall close and secure the hurricane shutters provided for the F&B Operation areas. Proposer shall secure and/or remove its equipment at the direction of the City of Miami Springs. Proposer shall be responsible for any damage to its equipment or personal property. Proposer shall be liable to City for any damage caused to Golf and Country Club or any improvements due to the failure of Proposer to secure or remove any equipment belonging to Proposer prior to a storm event.

Except as previously provided in this Section, City shall not be obligated or required to make or conduct any other maintenance or repairs, and all other portions of the F&B Operation areas and equipment shall be kept in good repair and condition by Proposer, and at the end of the Term of the agreement, Proposer shall deliver the F&B Operation areas and equipment back to City in good repair and condition, reasonable wear and tear arising from Proposer's permitted use of the F&B Operation areas and equipment as specified herein excepted.

5. Hazardous Substance

Proposer shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Proposer's services, in the F&B Operation areas, or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Proposer shall not cause or permit the Disposal of Hazardous Materials upon the F&B Operation premises or upon adjacent lands and shall operate and occupy the F&B Operation in compliance with all Environmental Laws.

Any Disposal of a Hazardous Material, whether by Proposer or any third party, shall be reported to City immediately upon Proposer becoming aware of such Disposal. Proposer shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon the F&B Operation areas, or emanating therefrom onto adjacent lands, as a result of the use and occupancy of the F&B Operation areas by Proposer, or Proposer's agents, licensees, invitees, subcontractors, or employees.

6. Non-Discrimination

Proposer shall assure and certify that it will comply with the Title IV of the Civil Rights Act of 1964, as amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation, gender identity or expression, familial status, disability, or genetic information, with respect to any activity occurring in the F&B Operation provided by this RFP to the City. Proposer warrants that its service in the F&B Operation, on behalf of the City, shall be open to and benefit all visitors to the Golf and Country Club.

7. Security of Food & Beverage (F&B) Operation Services

Proposer acknowledges and accepts full responsibility for the security and protection of the Country Club F&B Operation and any inventory, equipment, or facilities now existing or hereafter placed on or installed in or upon the Country Club Proposer shall also assume full responsibility for the prevention of unauthorized access to the Country Club F&B Operation areas. Proposer expressly acknowledges that any security measures deemed necessary or desirable for protection of the Country Club F&B

Operation shall be the sole responsibility of Proposer and at no cost to City. In the event that Proposer chooses to install additional security systems and hardware, Proposer shall be required to provide the City of Miami Springs Police Department with continuous and unrestricted access to the Country Club F&B Operation areas. City may implement key, card or code control measures reasonably acceptable to Proposer to safeguard the keys, cards or code provided pursuant to this requirement.

Notwithstanding the above, Proposer shall notify the City of any incident resulting in loss of or damage to F&B Operation areas or breach of security whether or not such incident is reported to the City of Miami Springs Police Department. Non-emergency telephone for the Miami Springs Police Department is 305-887-9711. Notification of City shall be made by telephone call to the Golf Department Director no later than 24 hours after any such incident.

8. Signage

Proposer shall not place or permit to be placed or maintained on any exterior door, wall, window, fence, railing, dock, or tree of the F&B Operation and/or Golf and Country Club any sign, awning or canopy, without first obtaining City's written approval and consent, which consent may be withheld at City's sole discretion. Any such signs not approved shall be immediately removed at the sole cost and expense of Proposer upon written notification thereof by City. Proposer further agrees that such sign, awning, canopy, decoration, lettering, or other items, as may be approved, shall be maintained in good condition and repair at all times and shall conform to the criteria established from time to time by City for the section of the Golf and Country Club within which the Food & Beverage Operation is located. No advertising or any promotional items associated with the F&B will be permitted within the Golf and Country Club or any other City facility or property without prior Department and/or City approval. City of Miami Springs prohibits any person from distributing, displaying or affixing any printed materials or advertisements to or within any Golf and Country Club property.

9. Utilities

Proposer shall provide electric, water and gas services, as well as obtaining and maintaining any other utility connections such as internet, cable, satellite or other television services, if desired, for the Country Club F&B Operation. Proposer's utility service installations must be reviewed and approved by the City of Miami Springs. Proposer shall promptly pay all costs and expenses related to providing any utility services ordered by Proposer, including, without limitation, construction costs, and shall pay directly to the utility company or the provider of such other services all charges and assessments for any utility or other services provided including, without limitation, gas and phone charges, or any other utility used or consumed by the Country Club F&B Operation. In no event shall City be liable for an interruption or failure in the supply of any utility to the F&B Operation.

10. Assignment and Sublicense

Proposer may not assign, mortgage, pledge or encumber its agreement with the City, in whole or in part, nor sublicense or rent all or any portion of the F&B Operation, nor enter into any management licensing or similar agreement without the prior written consent of City in each instance, which may be granted or withheld at City's sole and absolute discretion. The consent by City to any assignment or sublicense shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If the agreement is assigned, or if the Food & Beverage Operation or any part thereof is sublicensed or occupied by any party other than Proposer and Proposer is in default under its obligations under the agreement, City may collect the Concession Fee from the assignee, sub-

contractor or occupant, and apply the net amount collected to the fees herein reserved, but no such assignment, sublicense occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, sub-contractor, or occupancy as Proposer, or a release from the- further performance by Proposer of the covenants on the part of Proposer. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublicense, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary. Notwithstanding any assignment or sublicense, Proposer shall remain fully liable on its agreement with the City and shall not be released from performing any of the terms, covenants and conditions hereof or any fees or other sums to be paid hereunder. Proposer acknowledges and agrees that any and all right and interest of the City in and to the Food & Beverage Operation, and all right and interest of the City in its agreement with Operator, may be conveyed, assigned or encumbered at the sole discretion of the City at any time.

11. Significant Change of Ownership

If Proposer is a corporation (other than one whose shares are regularly and publicly traded on a recognized stock exchange), partnership, limited liability company, or other business entity, Proposer represents that the ownership and power to control such entity belongs to and is vested in the person or persons executing its agreement with the City and/or as disclosed to City prior to executing the agreement. If there shall occur any changes of ownership of and/or control of Proposer, whether such change of ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of the City, then City shall have the option to terminate the agreement upon thirty (30) days notice to Proposer.

12. Independent Contractor Relationship

The Proposer is, and shall be, in the performance of all work, services, and activities under its agreement with the City, an Independent Contractor and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to the agreement shall at all times, and in all places be subject to the Proposer's sole direction, supervision, and control. The Proposer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Proposer's relationship, and the relationship of its employees, to the City shall be that of an Independent Contractor and not as employees or agents of the City.

The Proposer does not have the power or authority to bind the City in any promise, agreement, or representation other than specifically provided for in the agreement.

13. Condition of Food & Beverage (F&B) Operation Services, Alterations

Proposer accepts the F&B facility along with its furniture, fixtures and equipment "As Is", in its existing condition, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Proposer further acknowledges that the City has made no warranties or representations of any nature whatsoever regarding the F&B Operation including, without limitation, any relating to the physical condition of the F&B Operation or any improvements or equipment located thereon, or the suitability of the F&B Operation or any improvements for Proposer's intended use of the F&B Operation.

Proposer agrees to provide other equipment and perform any and all work at its own cost and expense which is necessary to fully equip and maintain the F&B Operation for the lawful use of the F&B

Operation by Proposer as specified in this RFP, unless the work is the responsibility of the City as specifically provided in this RFP.

Proposer shall be solely responsible for any and all improvements, maintenance, repairs, alterations or other work necessary to render the Country Club F&B Operation suitable for Proposer's intended use. Proposer shall not install any permanent improvements within the Country Club F&B Operation without City's written consent, which shall be in the City's absolute discretion. All work performed within the F&B Operation, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Proposer, and not for the benefit of City. Proposer shall design and construct such Alterations at Proposer's sole cost and expense and in full compliance with applicable governmental laws, rules, orders, building codes and zoning regulations. All of Proposer's construction and Alterations shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion strictly in accordance with the approved plans and specifications therefore.

All Alterations made by Proposer shall be maintained by Proposer in good working order at the sole expense of Proposer during the Term of the agreement.

In the event improvements or Alterations are constructed within the F&B Operation, Proposer shall be required to provide to City a Public Construction Bond, which such bond shall list the City as Obligee.

To secure the City during any possible approved Construction, at the option of the City, Proposer shall provide to the City with a construction and completion bond and a performance bond in the cumulative amount of all construction contracts associated with the build-out and construction plan which name the City as the beneficiary. Alternatively, Proposer may offer the City funds in escrow, a letter of credit, or other financial instrument showing Proposer's financial capability to pay for the construction improvements/alternations. Notwithstanding any such financial requirements, Proposer shall be solely responsible for any overruns, add-ons or other increases in the cost improvements. Prior to commencement of any work, Proposer shall furnish a construction schedule, which the City must approve in its sole discretion.

14. Destruction of Food & Beverage (F&B) Operation Services (Total or Partial Destruction)

In the event the Golf and Country Club or the F&B Operation shall be damaged or injured by fire, the elements, unavoidable accident or other casualty, without the fault of Proposer, during the Term of its agreement with the City, but the Food & Beverage Operation is not thereby rendered inaccessible or untenable in whole or in part, then the City shall, at its own expense, cause such damage to be repaired, and the Annual Concession Fee and other charges payable by Proposer hereunder shall not be abated. If by reason of such occurrence, the F&B Operation shall be rendered untenable only in part, City shall, at its own expense, cause the damage to be repaired, and the Annual Concession Fee meanwhile shall be abated proportionately as to the portion of the F&B Operation rendered untenable. If the F&B Operation shall be rendered wholly untenable by reason of such occurrence, the City may, at its option, because such damage to be repaired at City's expense and the Annual Concession Fee meanwhile shall be abated in whole until completion of such repairs. City shall notify Proposer in writing within forty-five (45) days whether City intends to repair the F&B Operation. If City elects not to perform such repairs, City and Proposer shall then each have the right to terminate the agreement, with each party's right to be exercised, if at all, by notice in writing delivered to the other party within forty-five (45) days after City's election not to repair the Food & Beverage Operation. In

the event either party exercises its aforesaid termination right, the parties agreement and the tenancy shall cease as of the date of said occurrence and the parties hereto shall be relieved of all further obligations hereunder. In no event shall City be responsible for repair of Proposer's equipment, trade fixtures and/or Proposer's Alterations.

15. Damage Near End of Term

If the F&B Operation is destroyed or damaged during the last ten (10) months of the Term of the parties agreement and the estimated cost of repair exceeds ten percent (10%) of the Annual Concession Fee then remaining to be paid by Proposer for the balance of the Term, City may, at its option, cancel and terminate the agreement as of the date of occurrence of such damage by giving written notice to Proposer of its election to do so within forty-five (45) days after the date of occurrence of such damage and the parties hereto shall be relieved of all further obligations hereunder.

16. Reconstruction of Alterations

Proposer, at its sole cost and expense, shall be responsible for the repair and restoration of Proposer's Alterations and the replacement of its stock in trade, trade fixtures, furniture, furnishings and equipment. Proposer shall commence the installation of fixtures, equipment, and merchandise promptly upon delivery to it of possession of the F&B Operation and shall diligently prosecute such installation to completion.

17. Default by Proposer

The occurrence of any one or more of the events below shall constitute as a Default by Proposer under the agreement:

1. Proposer fails to open for business on the Services **Commencement Date** and be fully operational within three days after its fully executed and signed Service Agreement contract.
2. Proposer fails to pay any one or more of said monthly installments of Annual Concession Fee, or any other sums due hereunder, as and when the same become due, without any prior demand by the City or any other party.
3. Proposer ceases to fully conduct its business as specified within the RFP.
4. Proposer removes, attempts to remove, or permits to be removed from the Food & Beverage Operation, except as required herein, upon City's approval, or in the usual course of business, any trade fixtures, equipment, goods, furniture, effects or other property of the Proposer brought thereon.
5. Proposer vacates the F&B Operation or abandons the possession thereof before the expiration of the Term of the agreement and without the written consent of the City, or uses the same for purposes other than the purposes for which the same are hereby authorized, or ceases to use the F&B Operation for the purposes herein contained.
6. An execution or other legal process is levied upon the goods, furniture, effects or other property of Proposer brought on the F&B Operation or upon the interest of Proposer in the agreement, and the same is not satisfied or dismissed within ten (10) days from such levy.
7. Proposer violates any other term, condition or covenant herein on the part of Proposer to be performed or complied with, and Proposer fails to commence and proceed with diligence and dispatch to remedy the same within ten (10) days after written notice thereof, is given by City to Proposer.

8. Proposer fails to pay any of its operational costs or expenses (i.e. payroll, food, liquor, utility services, etc.).

If any Event of Default occurs, then at any time thereafter while the Event of Default continues, City shall have the right to pursue such remedies as may be available to City under the law, including, without limitation, the right to give Proposer notice that City intends to terminate the agreement upon a specified date not less than three (3) days after the date notice is received by Proposer, in which event the agreement shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of the agreement. If, however, the default is cured within the three (3) day period and the City is so notified, the agreement will continue. Proposer shall not be allowed more than three (3) notices and cure periods in any given year of any Term, and no more than five (5) notices and cure periods during the entire Term of the agreement, for Events of Default related to payment of Annual Concession Fee or other charges.

18. Default by City

City shall not be in default unless City fails to perform its obligations hereunder within the time specified, and if none, within a reasonable time, but in no event later than thirty (30) days after written notice by Proposer to City, specifying how City has failed to perform such obligations; provided, however, that if the nature of City's obligations is such that more than thirty (30) days are required for performance, then City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

19. Termination of contract

Upon termination or expiration of the agreement, Proposer, at its sole cost and expense, shall only remove Proposer's personal property from the County Club but shall not remove any fixtures, furnishings and/or equipment from the Country Club until the City has approved such removal after any outstanding financial matters have been resolved and releases executed. The City may require the provider to pay for the restoration of all or part of the Country Club if the premises are left in a condition that make it unusable by the City or a successor provider for the intended F&B operation.

20. Disclaimer of Liability

City hereby disclaims, and proposer hereby releases city, from any and all liability, whether in contract or tort (including strict liability, negligence and nuisance), for any loss, damage, or injury of any nature whatsoever sustained by proposer, its employees, agents, or invitees during the term of the agreement or any extension thereof including, but not limited to, loss, damage, or injury to the improvements or personal property of the proposer or proposer's business invitees that might be located or stored on the food & beverage operation, unless such loss, damage, or injury is caused solely by city's sole gross negligence. The parties hereto expressly agree that under no circumstances shall city be liable for indirect, consequential, special, or exemplary damages whether in contract or tort (including strict liability, negligence, and nuisance), such as, but not limited to, loss of revenue or anticipated profits or any other damage related to proposer's use of the F&B operation pursuant to the agreement.

SECTION 5 - RESPONSE SUBMITTAL FORM

City of Miami Springs
201 Westward Drive
Miami Springs, Florida 33166-5259

REQUEST FOR PROPOSAL #03-18/19 to Provide Food & Beverage (F&B) Operation Services at Miami Springs Golf and Country Club

Bids to be opened in the Council Chambers, 201 Westward Dr., Miami Springs, FL 33166
at 2:30 P.M. on Wednesday, May 1st, 2019

Vendor Name:	Federal Identification or Social Security Number:
Vendor Mailing Address:	Payment Terms: Bi-Weekly The City of Miami Springs' faster and preferred method of payment is by way of Visa (P-card). Do you accept this form of payment: Yes ☐ No ☐
City - State - Zip Code:	Delivery in Days After Receipt of Purchase Order:
(Area Code) Telephone Number:	(Area Code) Facsimile Number:
E-Mail Address:	Initial appropriate box to acknowledge amendment(s), if necessary. ☐ Amendment #1 ☐ Amendment #2 ☐ Amendment #3
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign for, and commit, the vendor.	_____ Authorized Signature (Manual) _____ Authorized Signature (Typed or Printed Title)

STATE OF: _____ COUNTY OF: _____
BEFORE ME, the undersigned authority, this document was acknowledged by

_____ who:

☐ is personally known to me, or
☐ produced identification _____
who, after being duly sworn by me, states that he/she has executed this document for the purposes herein expressed.

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2019.

MY COMMISSION EXPIRES:

_____
NOTARY PUBLIC, State of Florida
At Large

_____ _____
Printed Name

Upon execution of the concession agreement with the city, Operator will deposit with the city the first and last months concession fee as well as one month security deposit equal to a month of the concession fee.

4. Proposal.

Each Proposer is responsible for determining all factors necessary for the submission of a comprehensive response to this RFP. Proposer must submit proposals that are complete, thorough and accurate. Failure to comply with all provisions of this RFP will severely weaken your proposal's evaluation and could result in your proposal receiving no consideration and may be deemed non-responsive. Proposals will be evaluated based on the points awarded as set forth in the Criteria for Award.

A. Content of Response

The proposal must contain the following information. Proposers may prepare, execute and submit these pages or recreate a form using the following a template. This form must be signed by an authorized representative of the Proposer. Items 1-15 below set forth the minimum criteria and information each Proposer must provide in order for the proposal to be considered responsive and be eligible for further consideration. All proposals must include this form (completed), with attachments if additional space is required.

1. Name of Proposer /Firm: HRS Mgmt Group, LLC
2. Principal Office/Mailing Address: 1450 Lindam Drive, Miam. Springs, FL 33166
3. Telephone Number: (305) 764-0364
4. Email: pkemmache@yahoo.com
5. Contact Person/Title: Patrick Kemmache
6. Form of Business Entity:

Corporation	[ ]	Joint Venture	[ ]
General Partnership	[ ]	L.L.C.	[✓]
Limited Partnership	[ ]	Individual	[ ]

If other than Individual, specify type of organization: _____
Provide a current status report confirming the entity's ability to conduct business in Florida.

7. Name, Address and Percentage Ownership of all individual participants in Proposer's Business Entity. Specify which individuals will be actively involved in the management or operation of the F&B and which individuals will be non-active participants:

Name	Address	Percentage Ownership
Kemmache Smail (Patrick)	1450 Lindam Drive Miami Springs, FL 33166	100%

8. Has the Proposer, or any of its owner participants/affiliates or any companies being referenced as part of Proposer's experience ever filed a petition for bankruptcy or been declared bankrupt?

Yes ( ) No ( )

If Yes, state date, type of bankruptcy, amount of liabilities and amount of assets, and current status.

Is the Proposer, or any of its owner participants/affiliates or any companies being referenced as part of the Proposer's experience, a party to a lawsuit or has Proposer been a party to a lawsuit within the last ten (10) years? Are there any pending judgments against the Proposer or any of its owner participants/affiliates or any companies being referenced as part of the Proposer's experience?

Yes ( ) No ( )

If Yes, state date, type of litigation, issue and remedy sought, and amount of pending liabilities.

9. Attach the Proposer's operational plan/business plan as detailed below.

10. Attach evidence of Proposer's experience and qualifications as a F&B service provider.

11. Provide the amount the Proposer will pay to the City on a **yearly basis** (divided into twelve (12) equal payments), plus all applicable sales taxes for providing F & B Services to the Miami Springs Country Club F&B Operation.

12. Provide an executed Drug-Free Workplace Certification indicating that Proposer has implemented a Drug-Free Workplace Program that meets the requirements of Section 287.087, Florida Statutes.

13. A copy of Proposer's non-discrimination policy or a signed statement affirming that its non-discrimination policy is in conformance with the policy of the City.

14. Submit such additional information, as an attachment hereto, as Proposer may consider pertinent to indicate both financial and operational capabilities of the Proposer to operate as a F&B service.

15. Submit all addendums, if any, issued for this RFP, properly acknowledged.

The below signed has read the RFP and all attachments, and fully understand what is required. By submitting this signed proposal, I will accept an Agreement, if approved by the City, and such acceptance covers all terms, conditions, and specifications of this RFP.

Proposal submitted by: Patricia Kemmache

Entity Name (if applicable) HRS Mgmt Corp, LLC

Print Name/Title (if applicable) _____

Address: 1450 Ludlam Drive, Miami Springs, FL 33166

Telephone No.: (305) 764-0364

E-Mail: pkemmache@yahoo.com

_____ _____

Signature Date

SECTION 5 - RESPONSE SUBMITTAL FORM

City of Miami Springs
201 Westward Drive
Miami Springs, Florida 33166-5259

REQUEST FOR PROPOSAL #03-18/19 to
Provide Food & Beverage (F&B) Operation Services at Miami Springs Golf and Country Club

Bids to be opened in the Council Chambers, 201 Westward Dr., Miami Springs, FL 33166
at 2:30 P.M. on Wednesday, May 1st, 2019

Vendor Name: KEMMACHE Smail P	Federal Identification or Social Security Number: 455-55-9779
Vendor Mailing Address: 1450 Ludlam Drive	Payment Terms: Bi-Weekly The City of Miami Springs' faster and preferred method of payment is by way of Visa (P-card). Do you accept this form of payment: Yes ☐ No ☐
City - State - Zip Code: Miami Springs FL 33166	Delivery in Days After Receipt of Purchase Order:
(Area Code) Telephone Number: 305-764-0364	(Area Code) Facsimile Number:
E-Mail Address: pkemmache@yahoo.com	Initial appropriate box to acknowledge amendment(s), if necessary. ☐ Amendment #1 ☐ Amendment #2 ☐ Amendment #3
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign for, and commit, the vendor.	Authorized Signature (Manual) KEMMACHE Smail Authorized Signature (Typed or Printed Title)

STATE OF: Florida COUNTY OF: Miami-Dade
BEFORE ME, the undersigned authority, this document was acknowledged by

Kemmache Smail who:

☐ is personally known to me, or
☑ produced identification FL Drivers License
who, after being duly sworn by me, states that he/she has executed this document for the purposes herein expressed.

SWORN TO AND SUBSCRIBED before me this 29th day of April, 2019.

MY COMMISSION EXPIRES:
10/20/20

JUAN D. GARCIA
MY COMMISSION # FF 929386
EXPIRES: October 20, 2019
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, State of Florida At Large

Juan D. Garcia
Printed Name

SECTION 6 - REQUIRED FORMS/ DELIVERABLES

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO THIS RFP.

RESPONDENTS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

LIST OF ATTACHED FORMS:

1. Statement of No Response
2. Proposer Information Worksheet
3. Proposer Qualification Statement
4. Disclosure of Beneficial Interests
5. Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
6. Non-Collusion Affidavit
7. Public Entity Crimes (Sworn Statement)
8. Drug Free Workplace Program
9. Anti-Kickback Affidavit
10. Non Discrimination Form
11. Cone of Silence Certification
12. Tie Submittal Form
13. Conflict of Interest Form
14. Debarment Form
15. Proposer's Certification
16. Certificate of Authority
17. Acknowledgment of Conformance with OSHA Standards
18. Equal Employment Opportunity Certification
19. No Contingency Affidavit
20. Schedule to Beneficial Interests

STATEMENT OF NO RESPONSE

Some recipients of this solicitation may elect not to respond for a variety of reasons. The City of Miami Springs is very interested in learning whether certain conditions exist with our solicitation process which may discourage responses. Accordingly, if you elect not to respond with an offer to this solicitation, we ask that you indicate the reason below and either fax this form to 305-805-5040 or mail the form to:

City of Miami Springs
Procurement Department
201 Westward Drive
Miami Springs, FL 33166-5259

- ☐ We do not offer this product/service or an equivalent.
- ☐ Our schedule would not permit us to perform
- ☐ Insufficient time to respond to solicitation.
- ☐ Unable to meet specifications.
- ☐ Specifications not clear.
- ☐ Unable to meet bond and/or insurance requirements.
- ☐ Solicitation addressed incorrectly.
- ☐ Specifications "too tight" (i.e. geared to specific brand or manufacturer).

If an explanation is appropriate, you may include it below or in an attached letter.

_____

_____

Due to the large number of companies listed on the City's vendor list and the cost of mailing, it is necessary to delete the names of persons or businesses who fail to respond to three (3) consecutive solicitations without giving a reason or requesting retention on our vendor list.

Do you desire future solicitations? ☐ Yes ☐ No

Name: _____ Title: _____

Company: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

PROPOSER INFORMATION WORKSHEET

COMPANY/AGENCY/FIRM NAME: HRS Management Group, LLC

ADDRESS: 1450 Ludlam Drive, Miami Springs, FL 33166

BUSINESS EMAIL ADDRESS: Pkemmache@yahoo.com **PHONE No.:** (305)764-0364

CONTACT PERSON & TITLE: Patrick Kemmache - Owner

CONTACT EMAIL ADDRESS: Pkemmache@yahoo.com **PHONE No.:** (305)764-0364

BUSINESS HOURS: Mon-Fri 9am-5pm

BUSINESS LEGAL STATUS: (circle one) CORPORATION/PARTNERSHIP/JOINT VENTURE/LLC

BUSINESS IS A: (circle one) PARENT/SUBSIDIARY/OTHER

DATE BUSINESS WAS ORGANIZED / INCORPORATED: 05/28/2015

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT

(if different from address provided above): N/A

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE PROPOSER:

Patrick Kemmache	Owner	(305)764-0364
(First, Last Name)	(Title)	(Contact Phone Number)
Yannick Kemmache	Manager	(305)804-5629
(First, Last Name)	(Title)	(Contact Phone Number)
(First, Last Name)	(Title)	(Contact Phone Number)

CONTACT'S SIGNATURE: 

DATE: 05/29/2019

PROPOSER QUALIFICATION STATEMENT

The Bidder's/Proposer's response to this questionnaire will be utilized as part of the City's overall Bid/Proposal Evaluation to ensure that the Bidder/Proposer meets, to the satisfaction of the City of Miami Springs, the minimum requirements for participating in this solicitation.
The following minimum experience is required for this project:

Please refer to Section 3 Special Conditions of this RFP.

ON THE FORM BELOW, BIDDER/PROPOSER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT PROPOSERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1. Project Name/Location: Playa Kara Resort - Puerto Jimenez, Costa Rica
   - Owner Name: Paul Tudor Jones, Inc.
   - Contact Person: Mikael Aldrone
   - Contact Telephone No.: (917) 282-9921
   - Email Address: Maldrone@jnsgrp.com
   - Yearly Budget/Cost: 7,000,000
   - Dates of Contract: From: 2014 To: Present
2. Project Name/Location: Blue Restaurant - Doha, Quatar
   - Owner Name: Grand Heritage Hotel Group
   - Contact Person: Stephen Moore
   - Contact Telephone No.: (772) 349-7710
   - Email Address: Smoore@grandheritage.com
   - Yearly Budget/Cost: 9,000,000
   - Dates of Contract: From: 2011 To: 2015
3. Project Name/Location: Agora Restaurant
   - Owner Name: Grand Heritage Hotel Group
   - Contact Person: Stephen Moore
   - Contact Telephone No.: (772) 349-7710
   - Email Address: Smoore@grandheritage.com
   - Yearly Budget/Cost: 8,000,000
   - Dates of Contract: From: 2011 To: 2015

DISCLOSURE OF BENEFICIAL INTERESTS

STATE OF FLORIDA
CITY OF MIAMI SPRINGS

BEFORE ME, the undersigned authority, this day personally appeared _____ _____, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the _____(position - i.e. president, partner, trustee) of _ _____ (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Proposer") which entity is proposing to provide Food & Beverage services on the real property legally described on or depicted in the attached Exhibit "A" of the RFP (the "Food & Beverage Operation").

2. Affiant's address is: _____

3. Attached hereto, and made a part hereof, is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the proposed Proposer and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by City of Miami Springs relating to its entering into a F&B Operation Services agreement for the Miami Springs Golf and Country Club with the entity identified herein.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant

Print Affiant Name:_____

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ day of_ _____, 20___, by _____ [ ] who is personally known to me or [ ] who has produced _____ as identification and who did take an oath.

_____
Notary Public

_____
(Print Notary Name)
NOTARY PUBLIC

State of Florida at Large My Commission Expires:_____

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City Of Miami Springs, Florida

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state: That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any third party F & B under this project complies with, all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

_____
SIGNATURE

Sworn to and subscribed before me this ____day of _____, 20____.

Personally known_____ OR
Produced Identification_____
_____

Notary Public- State of_____
My commission expires:

_____
Printed, typed, or stamped commissioned name of Notary Public

NON-COLLUSION AFFIDAVIT

State of _____)
) SS
County of_____)

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____ (Owner, Partner, Officer, Representative or Agent) of_____ the BIDDER/PROPOSER that has submitted the attached RFP;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such Bid/Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached RFP has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the RFP or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the RFP Price or the RFP Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____

_____ _____
(Printed Name) (Title)

ACKNOWLEDGMENT
State of Florida
County of _____

On this ___day of_____, 20__, before me, the undersigned Notary Public of The State of Florida, personally appeared _____ and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.
WITNESS my hand and official seal.

_____
NOTARY PUBLIC, STATE OF FLORIDA
NOTARY PUBLIC:
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, Stamp, or Type as Commissioned.)
☐ Personally known to me, or
☐ Personally identification:
(Type of Identification Produced)
☐DID take an oath, or
☐ DID NOT take an oath.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to_____ by_____ for_____ whose business address is_____ _____ and (if applicable) its Federal Employer Identification number (FEIN) is_____(IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), 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 with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trail court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. Any 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, executors, 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 prime 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 Para. 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which 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 of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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.

_____ 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 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 (ONE) 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.

By: _____

(Printed Name) _____

(Title) _____

Sworn to and subscribed before me this_____ day of_____, 20_____

Personally known_____

Or Produced Identification _____

Notary Public - State of _____

My Commission Expires_____

_____
(Printed, typed, or stamped commission name of notary public)

DRUG-FREE WORKPLACE PROGRAM

In order to a have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

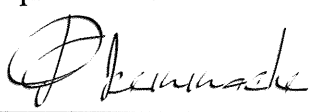
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



VENDOR'S SIGNATURE

HRS Management Group, LLC
NAME OF COMPANY

Patrick Kemmache
VENDOR PRINT NAME

COPELAND ACT ANTI-KICKBACK AFFIDAVIT

STATE OF }
} SS:
COUNTY OF }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed will be paid to any employees of the City of Miami Springs 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: _____

Title: _____

Sworn and subscribed before this_____ day of_____, 20___

_____
Notary Public

_____
(Printed Name)

My commission expires: _____

NON-DISCRIMINATION POLICY/STATEMENT

It is the policy of the City of Miami Springs that the City shall not conduct business with, nor appropriate any funds to any organization, that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with City of Miami Springs are required to submit a copy of their non-discrimination policy for review by the City, prior to entering into any contract with the City of Miami Springs. In the event an entity does not have a written non-discrimination policy, such entity shall be required to sign a statement affirming their non-discrimination policy is in conformance with City of Miami Springs' policy.
Check one:

( ) Proposer hereby attaches its non-discrimination policy for review by the City of Miami Springs.

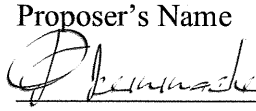
OR

( ) Proposer does not have a written non-discrimination policy. However, Proposer affirms that its non-discrimination policy is in conformance with City of Miami Springs' non-discrimination policy as provided on the City's web as follows:
http://www.miamisprings-fl.gov/humanresources/notices-title-vi-nondiscrimination-rights-and-protections-under-Americans-disabilities

OR

( ) Proposer hereby attaches its non-discrimination policy which does not conform to the policy of City of Miami Springs; however, Proposer affirms that it will conform to City of Miami Springs' non-discrimination policy.

Patrick Kemmache
Proposer's Name


Signature

Patrick Kemmache
Name (type or print)

Owner
Title

05/29/2019
Date

CONE OF SILENCE CERTIFICATION

I, Patrick Kemmache, Owner
(Individual's Name) (Title)

of the HRS Management Group, LLC, do hereby certify that I have read and understand the terms
(Name of Company)

set forth under Section 1 subsection 5 of this document titled 'Cone of Silence'.

Attachment of this executed form, as such, is required to complete a valid proposal.

Individual's Signature

05/29/2019
Date

TIE PROPOSALS CERTIFICATION

I, Patrick Kemmache (Individual's Name), Owner (Title)

of the HRS Management Group, LLC, do hereby certify that I have read and understand the requirements/procedures for Tie Proposals set forth under Section 1 sub-section 13 of this document. Attachment of this executed form, as such, is required to complete a valid proposal.

Individual's Signature

05/29/2019
Date

CONFLICT OF INTEREST AND DISCLOSURE

The award hereunder is subject to the provisions of Chapters 24 and 112, Florida Statutes. If any officer, director, employee or agent of Proposer is also an officer or an employee of Miami Springs, proposer must so state in its proposal. All Proposers must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in Proposer's firm or any of its branches or affiliates. All Proposers must also disclose the name of any employee, agent, lobbyist, previous employee of the City, or other person, who has received or will receive compensation of any kind, or who has or is required to register under Section 112.311, Florida statutes, in seeking to influence the actions of the City in connection with this procurement.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Miami Springs Purchasing Ordinance.

Name	Relationship
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City will interpret this to mean that no such relationship exists.

DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:
After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to 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 (3) years. The City Manager shall also have the authority to suspend a contractor 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 Council.

(b) 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 non-responsibility. 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; or

7. Any other cause judged by the City Manager to be so serious and compelling as to affect the 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).

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 set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Name: Patrick Kemmache

Title: Owner Signature: 

Date: 05/29/2019

PROPOSER'S CERTIFICATION

I have carefully examined the RFP, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

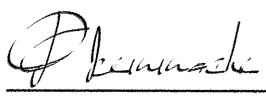
I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Miami Springs or any other Proposer is interested in said RFP; and that the undersigned executed this Proposers Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposal on leases of real property to public entity, may not be awarded or perform work as a F & B, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

HRS Management Group, LLC
Name of Business

By



Signature

Patrick Kemmache
Name and Title, Typed or Printed

Sworn to and subscribed before me
this ____day of _____, 20___

1450 Ludlam Drive
Mailing Address

Miami Springs, Fl 33166
City, State and Zip Code

(305) 764-0364
Telephone Number

Notary Public

STATE OF _____

My Commission Expires

CERTIFICATE OF AUTHORITY
(IF CORPORATION)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____

_____

_____ a Corporation existing under the laws of the State of_____, held on_____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, _____, 20_____ , to the City of Miami Springs and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)

CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____
_____
_____ a Partnership existing under the laws of the State of _____, held on_____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ , as_____ of the Partnership, be and is hereby authorized to execute the Proposal dated,_____ 20_____ , to the City of Miami Springs and this Partnership and that their execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

SECTION 6 - REQUIRED FORMS/ DELIVERABLES

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO THIS RFP.

RESPONDENTS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

LIST OF ATTACHED FORMS:

1. Statement of No Response
2. Proposer Information Worksheet
3. Proposer Qualification Statement
4. Disclosure of Beneficial Interests
5. Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
6. Non-Collusion Affidavit
7. Public Entity Crimes (Sworn Statement)
8. Drug Free Workplace Program
9. Anti-Kickback Affidavit
10. Non Discrimination Form
11. Cone of Silence Certification
12. Tie Submittal Form
13. Conflict of Interest Form
14. Debarment Form
15. Proposer's Certification
16. Certificate of Authority
17. Acknowledgment of Conformance with OSHA Standards
18. Equal Employment Opportunity Certification
19. No Contingency Affidavit
20. Schedule to Beneficial Interests

STATEMENT OF NO RESPONSE

Some recipients of this solicitation may elect not to respond for a variety of reasons. The City of Miami Springs is very interested in learning whether certain conditions exist with our solicitation process which may discourage responses. Accordingly, if you elect not to respond with an offer to this solicitation, we ask that you indicate the reason below and either fax this form to 305-805-5040 or mail the form to:

City of Miami Springs
Procurement Department
201 Westward Drive
Miami Springs, FL 33166-5259

- ☐ We do not offer this product/service or an equivalent.
- ☐ Our schedule would not permit us to perform
- ☐ Insufficient time to respond to solicitation.
- ☐ Unable to meet specifications.
- ☐ Specifications not clear.
- ☐ Unable to meet bond and/or insurance requirements.
- ☐ Solicitation addressed incorrectly.
- ☐ Specifications "too tight" (i.e. geared to specific brand or manufacturer).

If an explanation is appropriate, you may include it below or in an attached letter.

_____

_____

Due to the large number of companies listed on the City's vendor list and the cost of mailing, it is necessary to delete the names of persons or businesses who fail to respond to three (3) consecutive solicitations without giving a reason or requesting retention on our vendor list.

Do you desire future solicitations? ☐ Yes ☐ No

Name: _____ Title: _____

Company: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

PROPOSER INFORMATION WORKSHEET

COMPANY/AGENCY/FIRM NAME: HRS Management Group, LLC

ADDRESS: 1450 Ludlam Drive, Miami Springs, FL 33166

BUSINESS EMAIL ADDRESS: Pkemmache@yahoo.com **PHONE No.:** (305)764-0364

CONTACT PERSON & TITLE: Patrick Kemmache - Owner

CONTACT EMAIL ADDRESS: Pkemmache@yahoo.com**PHONE No.:**(305)764-0364

BUSINESS HOURS: Mon-Fri 9am-5pm

BUSINESS LEGAL STATUS: (circle one) CORPORATION/PARTNERSHIP/JOINT VENTURE/LLC

BUSINESS IS A: (circle one) PARENT/SUBSIDIARY/OTHER

DATE BUSINESS WAS ORGANIZED / INCORPORATED:05/28/2015

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT

(if different from address provided above): N/A

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE PROPOSER:

Patrick Kemmache	Owner	(305)764-0364
(First, Last Name)	(Title)	(Contact Phone Number)
Yannick Kemmache	Manager	(305)804-5629
(First, Last Name)	(Title)	(Contact Phone Number)
(First, Last Name)	(Title)	(Contact Phone Number)

CONTACT'S SIGNATURE:

DATE: 05/29/2019

PROPOSER QUALIFICATION STATEMENT

The Bidder's/Proposer's response to this questionnaire will be utilized as part of the City's overall Bid/Proposal Evaluation to ensure that the Bidder/Proposer meets, to the satisfaction of the City of Miami Springs, the minimum requirements for participating in this solicitation.
The following minimum experience is required for this project:

Please refer to Section 3 Special Conditions of this RFP.

ON THE FORM BELOW, BIDDER/PROPOSER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT PROPOSERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1. Project Name/Location: Playa Kara Resort - Puerto Jimenez, Costa Rica
   - Owner Name: Paul Tudor Jones, Inc.
   - Contact Person: Mikael Aldrone
   - Contact Telephone No.: (917) 282-9921
   - Email Address: Maldrone@jnsgrp.com
   - Yearly Budget/Cost: 7,000,000
   - Dates of Contract: From: 2014 To: Present
2. Project Name/Location: Blue Restaurant - Doha, Quatar
   - Owner Name: Grand Heritage Hotel Group
   - Contact Person: Stephen Moore
   - Contact Telephone No.: (772) 349-7710
   - Email Address: Smoore@grandheritage.com
   - Yearly Budget/Cost: 9,000,000
   - Dates of Contract: From: 2011 To: 2015
3. Project Name/Location: Agora Restaurant
   - Owner Name: Grand Heritage Hotel Group
   - Contact Person: Stephen Moore
   - Contact Telephone No.: (772) 349-7710
   - Email Address: Smoore@grandheritage.com
   - Yearly Budget/Cost: 8,000,000
   - Dates of Contract: From: 2011 To: 2015

NON-DISCRIMINATION POLICY/STATEMENT

It is the policy of the City of Miami Springs that the City shall not conduct business with, nor appropriate any funds to any organization, that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with City of Miami Springs are required to submit a copy of their non-discrimination policy for review by the City, prior to entering into any contract with the City of Miami Springs. In the event an entity does not have a written non-discrimination policy, such entity shall be required to sign a statement affirming their non-discrimination policy is in conformance with City of Miami Springs' policy.
Check one:

( ) Proposer hereby attaches its non-discrimination policy for review by the City of Miami Springs.

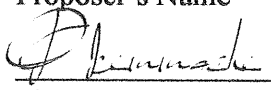
OR

( ) Proposer does not have a written non-discrimination policy. However, Proposer affirms that its non-discrimination policy is in conformance with City of Miami Springs' non-discrimination policy as provided on the City's web as follows:
http://www.miamisprings-fl.gov/humanresources/notices-title-vi-nondiscrimination-rights-and-protections-under-Americans-disabilities

OR

( ) Proposer hereby attaches its non-discrimination policy which does not conform to the policy of City of Miami Springs; however, Proposer affirms that it will conform to City of Miami Springs' non-discrimination policy.

Patrick Kemmache
Proposer's Name


Signature

Patrick Kemmache
Name (type or print)

Owner
Title

05/29/2019
Date

CONE OF SILENCE CERTIFICATION

I, Patrick Kemmache (Individual's Name), Owner (Title)

of the HRS Management Group, LLC (Name of Company), do hereby certify that I have read and understand the terms

set forth under Section 1 subsection 5 of this document titled 'Cone of Silence'.

Attachment of this executed form, as such, is required to complete a valid proposal.

Individual's Signature

05/29/2019
Date

TIE PROPOSALS CERTIFICATION

I, Patrick Kemmache (Individual's Name), Owner (Title)

of the HRS Management Group, LLC, do hereby certify that I have read and understand the requirements/procedures for Tie Proposals set forth under Section 1 sub-section 13 of this document. Attachment of this executed form, as such, is required to complete a valid proposal.

Individual's Signature

05/29/2019
Date

The award hereunder is subject to the provisions of Chapters 24 and 112, Florida Statutes. If any officer, director, employee or agent of Proposer is also an officer or an employee of Miami Springs, proposer must so state in its proposal. All Proposers must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in Proposer's firm or any of its branches or affiliates. All Proposers must also disclose the name of any employee, agent, lobbyist, previous employee of the City, or other person, who has received or will receive compensation of any kind, or who has or is required to register under Section 112.311, Florida statutes, in seeking to influence the actions of the City in connection with this procurement.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Miami Springs Purchasing Ordinance.

Name	Relationship
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City will interpret this to mean that no such relationship exists.

(a) Authority and requirement to debar and suspend:
After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to 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 (3) years. The City Manager shall also have the authority to suspend a contractor 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 Council.

(b) 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 non-responsibility. 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;

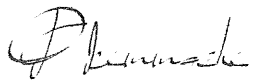
6. False certification pursuant to paragraph (c) below; or

7. Any other cause judged by the City Manager to be so serious and compelling as to affect the 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).

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 set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Name: Patrick Kemmache

Title: Owner Signature: 

Date: 05/29/2019

PROPOSER'S CERTIFICATION

I have carefully examined the RFP, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Miami Springs or any other Proposer is interested in said RFP; and that the undersigned executed this Proposers Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposal on leases of real property to public entity, may not be awarded or perform work as a F & B, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

HRS Management Group, LLC
Name of Business

By

Signature

Patrick Kemmache
Name and Title, Typed or Printed

Sworn to and subscribed before me
this ____day of _____, 20___

1450 Ludlam Drive
Mailing Address

Miami Springs, Fl 33166
City, State and Zip Code

(305) 764-0364
Telephone Number

Notary Public

STATE OF _____

My Commission Expires

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

We, as F&B Operators for the City of Miami Springs, hereby acknowledge and agree that we have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Miami Springs, against any and all liability, claims, damages losses and expenses they may incur due to our failure to comply with such act or regulation.

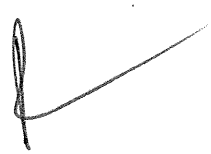
HRS Management Group, LLC

PROPOSER

_____

ATTEST

BY: _____





I, Patrick Kemmache/Owner,
(Individual's Name) / (Title)

of the HRS Management Group, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under Section 2 sub-section 30 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

05/29/2019
Date

SCHEDULE TO BENEFICIAL INTERESTS

Proposer is only required to identify those persons owning a five percent (5%) or greater beneficial interest in the RFP responding entity. If none, so state. Proposer must identify individual interest holders. If, by way of example, Proposer is wholly or partially owned by another entity, such as a corporation, Proposer must identify such other entity, its address and percentage interest, as well as such information for the individual interest holders of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
Patrick Kemmache	1450 Ludlam Dr. Miami Springs, Fl 33166	100%

EXHIBIT "B" - INSURANCE REQUIREMENTS

At award time, the successful bidder must procure at minimum the insurance coverage below and furnish to the City a Certificate of Insurance verifying such coverage at all times during this contract period. The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

I. **Commercial General Liability**

Limits of Liability
Bodily Injury & Property Damage Liability

Each Occurrence	$1,000,000
Policy Aggregate	$2,000,000 (Per Job)
Personal and Advertising Injury	$1,000,000
Products/Completed Operations	$1,000,000

City of Miami Springs listed as an additional insured Primary Insurance Clause Endorsement Contingent and Contractual Liability Waiver of Subrogation

II. **Automobile Liability (If Applicable)** $1,000,000

All Owned or Scheduled Autos, including Hired and Non Owned Autos used in connection with the work.

City of Miami Springs listed as an additional insured.

III. **Workers Compensation** – applies to all persons fulfilling duties of this contract.

Statutory Limits- State of Florida as required by section 440, Florida Statutes.
City of Miami Springs listed as an additional insured.

IV. **Liquor Liability coverage**

Limits of Liability

Each Occurrence	$1,000,000

City of Miami Springs listed as an additional insured.

Coverage may be provided by way of the Commercial General Liability policy utilizing Liquor Liability endorsement CG 2408.

Coverage must remain in force at all times for the duration of the contract. The above policies shall provide the City of Miami Springs with written notice of cancellation or material change from the insurer in accordance to policy provisions. Policies shall provide 10 days' written notice of cancellation, non-renewal or material change in coverage. If insurance policies do not provide such provision, Proposer is responsible to do so.

Only insurance companies authorized by the State to transact business in the State of Florida are acceptable. Insurance companies must be AM Best rated no less than "A", "Class V", or its equivalent.

All policies or certificates of insurance are subject to review and verification and amendment by

NON-DISCRIMINATION POLICY/STATEMENT

It is the policy of the City of Miami Springs that the City shall not conduct business with, nor appropriate any funds to any organization, that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with City of Miami Springs are required to submit a copy of their non-discrimination policy for review by the City, prior to entering into any contract with the City of Miami Springs. In the event an entity does not have a written non-discrimination policy, such entity shall be required to sign a statement affirming their non-discrimination policy is in conformance with City of Miami Springs' policy.
Check one:

( ) Proposer hereby attaches its non-discrimination policy for review by the City of Miami Springs.

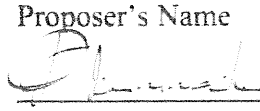
OR

( ) Proposer does not have a written non-discrimination policy. However, Proposer affirms that its non-discrimination policy is in conformance with City of Miami Springs' non-discrimination policy as provided on the City's web as follows:
http://www.miamisprings-fl.gov/humanresources/notices-title-vi-nondiscrimination-rights-and-protections-under-Americans-disabilities

OR

( ) Proposer hereby attaches its non-discrimination policy which does not conform to the policy of City of Miami Springs; however, Proposer affirms that it will conform to City of Miami Springs' non-discrimination policy.

Patrick Kemmache
Proposer's Name


Signature

Patrick Kemmache
Name (type or print)

Owner
Title

05/29/2019
Date

NON-COLLUSION AFFIDAVIT

State of Florida)
) SS
County of Miami-Dade)

Kemmache Smail being first duly sworn, deposes and says that:

(1) He/She/They is/are the Owner (Owner, Partner, Officer, Representative or Agent) of ARS MST LLC the BIDDER/PROPOSER that has submitted the attached RFP;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such Bid/Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached RFP has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the RFP or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the RFP Price or the RFP Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____

Kemmache
(Printed Name)

President / Owner
(Title)

ACKNOWLEDGMENT
State of Florida
County of Miami-Dade

On this 29th day of April, 2019 before me, the undersigned Notary Public of The State of Florida, personally appeared Kemmache Smail and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC, STATE OF FLORIDA
NOTARY PUBLIC:
SEAL OF OFFICE:
Juan D. Garcia
(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

JUAN D. GARCIA
MY COMMISSION # FF 929386
EXPIRES: October 20, 2019
Bonded Thru Notary Public Underwriters

☐ Personally known to me, or
☑ Personally identification: FL Drivers License
(Type of Identification Produced)
☑ DID take an oath, or
☐ DID NOT take an oath.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City Miami Springs by Kenneth Smith Patrick for HRG Mat Group LLC whose business address is 145 Luna Miami Springs and (if applicable) its Federal Employer Identification number (FEIN) is _____ (IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: 455-55-9999.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), 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 with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trail court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. Any 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, executors, 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 prime 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 Para. 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which 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 of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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.

_____ 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 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 (ONE) 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.

By: _____

(Printed Name) T Hernandez

(Title) President / Owner

Sworn to and subscribed before me this 29th day of April, 2019

Personally known _____

✓ Or Produced Identification FL Drivers License

Notary Public - State of Florida

My Commission Expires 10/20/2019

_____ Juan D. Garcia

(Printed, typed, or stamped commission name of notary public)

JUAN D. GARCIA
MY COMMISSION # FF 929386
EXPIRES: October 20, 2019
Bonded Thru Notary Public Underwriters

NO CONTINGENCY AFFIDAVIT

State of Florida)
) SS
County of Miami-Dade)

BEFORE ME, the undersigned authority, personally appeared Kemmache Small, who, after being duly sworn, deposes and states that all of the facts herein are true:

(1) He/She/They is/are Owner (Owner, Partner, Officer, Representative or Agent) of HRS Mitigation the BIDDER that has submitted the attached Bid;

(2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Miami Springs awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and

(3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By: _____
Print Name: Kemmache

SWORN TO AND SUBSCRIBED before me this 29th day of April, 2019 by Kemmache Small, who is personally known to me or has produced, FL Drivers License, as identification.

_____
Notary Public
State of Florida at Large

My Commission Expires: 10/20/2019
My Commission Number: FF 929386

JUAN D. GARCIA
MY COMMISSION # FF 929386
EXPIRES: October 20, 2019
Bonded Thru Notary Public Underwriters

CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____

_____ a Partnership existing under the laws of the State of _____, held on_____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ , as_____ of the Partnership, be and is hereby authorized to execute the Proposal dated,_____ 20_____ , to the City of Miami Springs and this Partnership and that their execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of_____, 20_____.

Secretary: _____

(SEAL)

CERTIFICATE OF AUTHORITY
IF JOINT VENTURE

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the_____ _____ a corporation existing under the laws of the State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Joint Venture be and is hereby authorized to execute the Proposal dated, _____ 20____, to the City of Miami Springs official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this_____, day of _____, 20_____.

Secretary: _____

(SEAL)

CERTIFICATE OF AUTHORITY
(IF CORPORATION)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____

_____

_____ a Corporation existing under the laws of the State of_____, held on_____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, _____, 20_____ , to the City of Miami Springs and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)

DISCLOSURE OF BENEFICIAL INTERESTS

STATE OF FLORIDA
CITY OF MIAMI SPRINGS

BEFORE ME, the undersigned authority, this day personally appeared Kemmacha Smail, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Owner / President (position - i.e. president, partner, trustee) of THRS Mgt Group LLC (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Proposer") which entity is proposing to provide Food & Beverage services on the real property legally described on or depicted in the attached Exhibit "A" of the RFP (the "Food & Beverage Operation").

2. Affiant's address is: Kemmacha Smail
1450 Ludlam - Miami, FL 33146

3. Attached hereto, and made a part hereof, is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the proposed Proposer and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by City of Miami Springs relating to its entering into a F&B Operation Services agreement for the Miami Springs Golf and Country Club with the entity identified herein.

FURTHER AFFIANT SAYETH NAUGHT.

Affiant

Print Affiant Name: Kemmacha Smail

The foregoing instrument was sworn to, subscribed and acknowledged before me this 29th day of April, 2019, by Kemmacha Smail [ ] who is personally known to me or [✓] who has produced FL Drivers License as identification and who did take an oath.

Notary Public

Juan D. Garcia
(Print Notary Name)
NOTARY PUBLIC

State of Florida at Large

My Commission Expires: 10/20/2019

JUAN D. GARCIA
MY COMMISSION # FF 929386
EXPIRES: October 20, 2019
Bonded Thru Notary Public Underwriters

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City Of Miami Springs, Florida

by: Vernmaile Smail Patrick
(print individual's name and title)

for: HRS - Mgt Group LLC
(print name of entity submitting sworn statement)

whose business address is: 1450 Ludlam Dr Miami Springs FL 33166

and (if applicable) its Federal Employer Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state: That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any third party F & B under this project complies with, all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

SIGNATURE

Sworn to and subscribed before me this 29th day of April, 2019.

Personally known _____ OR
Produced Identification FL Drivers License

Notary Public- State of Florida
My commission expires: 10/20/2019

Juan D. Garcia
Printed, typed, or stamped commissioned name of Notary Public

JUAN D. GARCIA
MY COMMISSION # FF 929386
EXPIRES: October 20, 2019
Bonded Thru Notary Public Underwriters

COPELAND ACT 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 proposed will be paid to any employees of the City of Miami Springs its elected officials, and H.R.S 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: [signature]

Title: President/Owner

Sworn and subscribed before this 29th day of April, 2019

[signature]
Notary Public

Juan D. Garcia
(Printed Name)

My commission expires: 10/20/2019

JUAN D. GARCIA
MY COMMISSION # FF 929386
EXPIRES: October 20, 2019
Bonded Thru Notary Public Underwriters

NO CONTINGENCY AFFIDAVIT

State of _____)
) SS
County of _____)

BEFORE ME, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and states that all of the facts herein are true:

(1) He/She/They is/are _____(Owner, Partner, Officer, Representative or Agent) of _____, the BIDDER that has submitted the attached Bid;

(2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Miami Springs awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and

(3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By: _____
Print Name:_____

SWORN TO AND SUBSCRIBED before me this_____ day of _____, 2019 by

_____, who is personally known to me or has produced,

_____, as identification.

_____
Notary Public
State of Florida at Large

My Commission Expires:
My Commission Number:

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

I, Patrick Kemmache/Owner,
(Individual's Name) / (Title)

of the HRS Management Group, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under Section 2 sub-section 30 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

05/29/2019
Date

CERTIFICATE OF AUTHORITY
IF JOINT VENTURE

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the_____ _____ a corporation existing under the laws of the State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Joint Venture be and is hereby authorized to execute the Proposal dated, _____ 20____, to the City of Miami Springs official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this_____, day of _____, 20_____.

Secretary: _____

(SEAL)

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

We, as F&B Operators for the City of Miami Springs, hereby acknowledge and agree that we have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Miami Springs, against any and all liability, claims, damages losses and expenses they may incur due to our failure to comply with such act or regulation.

HRS Management Group, LLC

PROPOSER

_____

ATTEST

BY: _____

Miami Springs Country Club Project- Menu

To Start-

- Summer Rolls- Carrots, cucumber, red bell peppers, red cabbage, vermicelli, thai dipping sauce $7
- White Bean & Rosemary Hummus- with plantain chips $5
- Spicy Pickled Giardiniera- green beans, cauliflower, carrots, peppers $5
- Spinach & Artichoke Dip- with baked zucchini chips $8
- CAB Sliders- homemade thousand island dressing, heirloom tomato, green leaf lettuce, munster, ZTB brioche 2pc $10
- Crispy Calamari- Seasoned flour, house made spicy marinara, lemon wedge $9
- Spicy Pickled Wings- Tahini / sweet chili sauce, celery and carrot sticks $.99/ea
- Salmon Tartare- Capers, shallots, dijon, ZTB crostini $7
- House Made Chili Bowl- Red bean, 80/20 beef, slow cooked for 4 hours $8
- Chili Fries or Tower of Nachos- Homemade slow cooked chili, tomato, sour cream, guacamole, nacho cheese sauce, pickled giardiniera $8
- The Best Onion Rings You'll Ever Eat- Local sweet onion, guinness battered, homemade horseradish aioli 12pc/ $9

The Field- Entree size salads

- Classic Caesar- Local romaine and arugula mix, shaved grana padano, homemade pecorino croutons and lemon caesar dressing $11
- GH Cobb Salad- Local romaine, heirloom cherry tomato, english cucumber, bacon bits, local avocado, red onion, free range and local boiled egg with avocado yogurt ranch dressing $13
- Local Kale Salad- heirloom cherry tomato, golden raisins, granny smith, croutons, apple cider vinaigrette $12
- Mixed Green- mesclun, fresh mango, slivered red onion, crumbled goat cheese, english cucumber and champagne vinaigrette $12
- Heirloom Tomato & Cucumber- slivered red onion, minced garlic, extra virgin olive oil, balsamic reduction 8oz/ $8

Tacos & Sandwiches- Served with choice of fries, beer battered onion rings or garden salad

- 12oz CAB Burger- Short rib, brisket & chuck mix, heirloom tomato, charred frisee, smoked gouda, tomato chutney, guinness onions $15
- Jerk Chicken Club- munster, romaine leaf, heirloom tomato, nueske bacon, chipotle garlic aioli $14
- Blackened Mahi Reuben- Homemade thousand island, swiss, red cabbage slaw, local marble reuben bread $16
- Miami Cheesesteak- Scratch "cheese whiz", guinness onions, toasted local hoagie $10
- Chili Dog- Footlong, all beef topped with homemade chili shredded melted cheese, topped with pickled giardiniera $10
- Heirloom Tomato & Smoked Nueske Bacon Grilled Cheese - ZTB multigrain $11
- Bellos & Chimi Tacos- Marinated and grilled portobello cap, shaved brussels sprouts, shredded carrot, sweet potato, chimichurri $10

Main Event

- Pan Roasted ½ Chicken Sous Vide- Marinated in herbs and spices, served with roasted carrots & potatoes and a pan gravy $22
- 12oz CAB Strip Steak Dinner- Grilled & sliced, served with potato pave, sauteed broccoli and a tamarind steak sauce $32
- 10oz CAB Churrasco- Seasoned fries & Chimi $27
- 8oz Scottish Salmon Filet- Sweet chili glaze, parmesan brussels pedals on jasmine rice $24
- Togarashi Seared Tofu OR Tuna Filet- on jasmine rice, Thai vinaigrette, grilled asparagus $28
- Fish & Chips- Guinness battered Cod, served with fries and malt vinegar and homemade tartar sauce $19
- Scampi Shrimp Pappardelle- Shallots, garlic, arugula and heirloom cherry tomato, brown lemon butter $21
- Linguine & Clams- White wine steamed middlenecks, garlic, shallots, chipotle, pancetta bits $22

Sides

- Local Salad- Romaine, tomato, shredded carrot, red onion and choice of dressing $5
- Fries- truffled $5
- Onion Rings- Beer battered, horseradish aioli $7
- Red Cabbage Slaw- lemon, celery seed, shredded carrot, slivered onions, parsley, greek yogurt $3
- Seasonal Vegetable $6
- Parmesan Brussel Pedals $6
- Grilled Asparagus- pecorino, 145 degree egg, truffle oil
- Roasted Red Bliss Potatoes & Baby Field Carrots $6

Desserts

- NY Cheesecake- berry coulis, homemade vanilla whip $8
- Vanilla Bean Gelato- 2 Scoops $6
- Chocolate Chess Pie- homemade vanilla whip $7
- GH Energy Balls- dates, almonds, cashews, flax, chia, coconut 3pc $7

Bar Bites for Happy Hours

- Shrimp Tacos- Street size, blackbean corn salsa, fire roasted tomatillo salsa, red cabbage slaw 3pc $10
- Steamed Clams- White wine steamed $11.50/dz
- Shrimp Cocktail- homemade cocktail sauce, lemon crown 8pc $10
- CAB Sliders- american, guiness grilled onions, homemade thousand island and pickles
- Summer rolls 2pc $6
- Kettle Corn- Popped A La Minute tossed in parmesan and truffle oil
- GH Energy Balls 3pc $7
- Fritter of the day- served with special sauce 3pc $MP

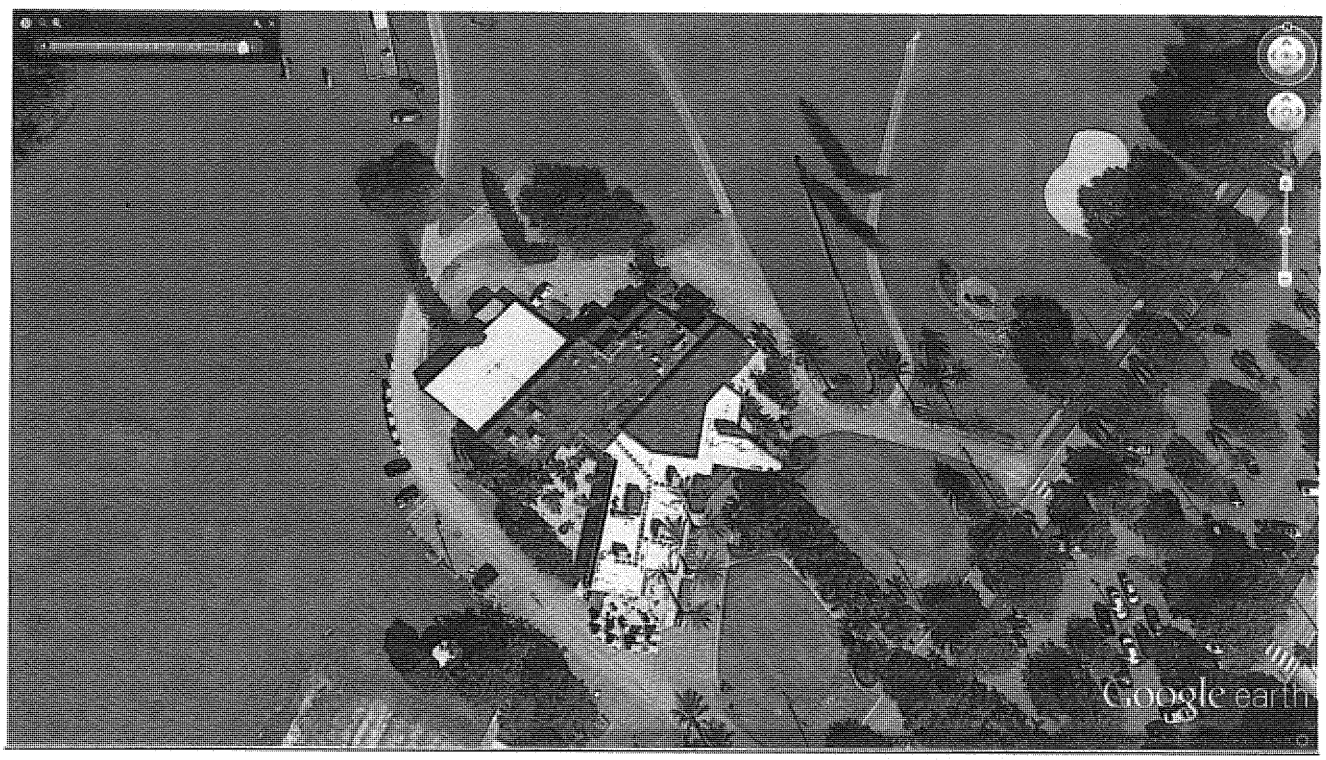
SCHEDULE TO BENEFICIAL INTERESTS

Proposer is only required to identify those persons owning a five percent (5%) or greater beneficial interest in the RFP responding entity. If none, so state. Proposer must identify individual interest holders. If, by way of example, Proposer is wholly or partially owned by another entity, such as a corporation, Proposer must identify such other entity, its address and percentage interest, as well as such information for the individual interest holders of such other entity.

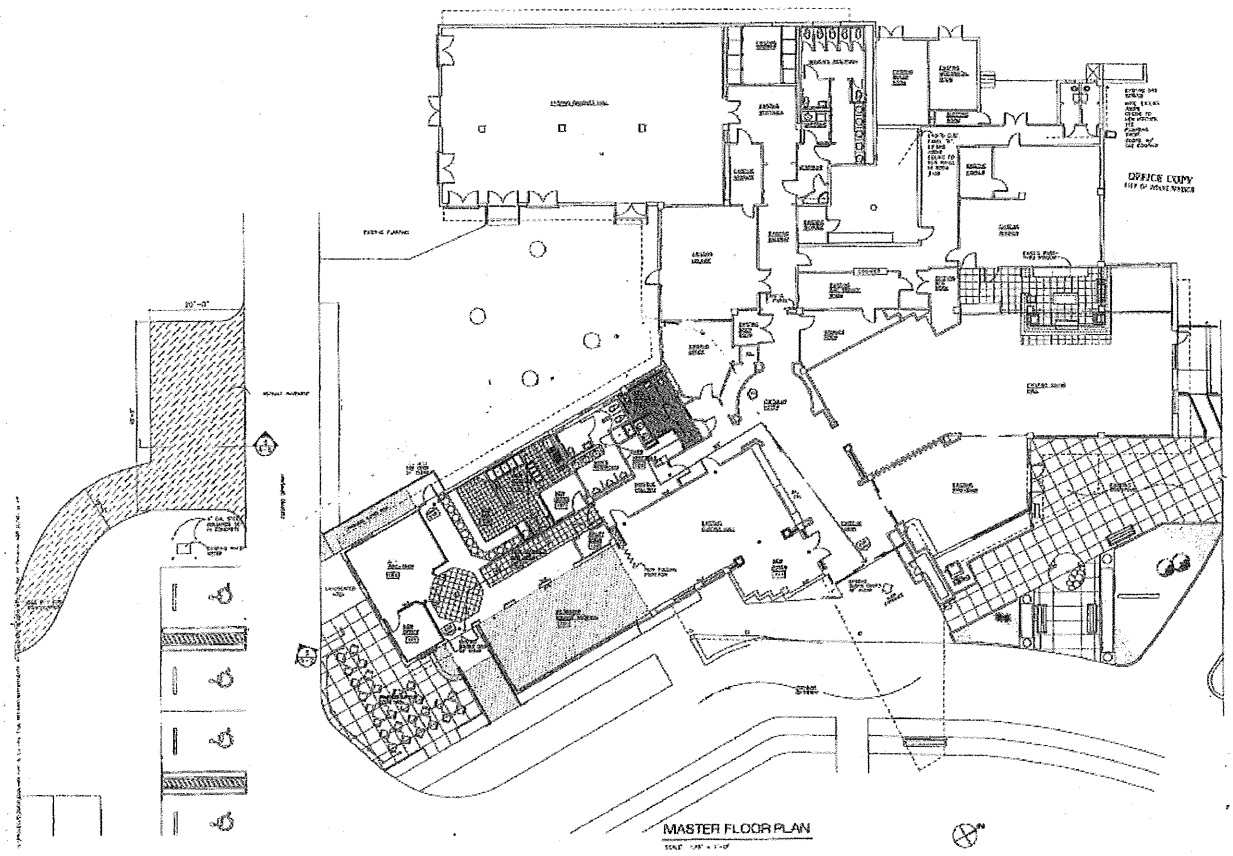
NAME	ADDRESS	PERCENTAGE OF INTEREST
Patrick Kemmache	1450 Ludlam Dr. Miami Springs, Fl 33166	100%

EXHIBIT "A"

Course, Photographs and Plan/Layout of the Golf and Country Club



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[THIS SPACE INTENTIONALLY LEFT BLANK]


Exit Street View
Google earth


Exit Street View
650 Curtiss Pkwy
Google earth

EXHIBIT "B" - INSURANCE REQUIREMENTS

At award time, the successful bidder must procure at minimum the insurance coverage below and furnish to the City a Certificate of Insurance verifying such coverage at all times during this contract period. The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

I. **Commercial General Liability**

Limits of Liability
Bodily Injury & Property Damage Liability

Each Occurrence	$1,000,000
Policy Aggregate	$2,000,000 (Per Job)
Personal and Advertising Injury	$1,000,000
Products/Completed Operations	$1,000,000

City of Miami Springs listed as an additional insured Primary Insurance Clause Endorsement Contingent and Contractual Liability Waiver of Subrogation

II. **Automobile Liability (If Applicable)** $1,000,000

All Owned or Scheduled Autos, including Hired and Non Owned Autos used in connection with the work.

City of Miami Springs listed as an additional insured.

III. **Workers Compensation** – applies to all persons fulfilling duties of this contract.

Statutory Limits- State of Florida as required by section 440, Florida Statutes.
City of Miami Springs listed as an additional insured.

IV. **Liquor Liability coverage**

Limits of Liability

Each Occurrence	$1,000,000

City of Miami Springs listed as an additional insured.

Coverage may be provided by way of the Commercial General Liability policy utilizing Liquor Liability endorsement CG 2408.

Coverage must remain in force at all times for the duration of the contract. The above policies shall provide the City of Miami Springs with written notice of cancellation or material change from the insurer in accordance to policy provisions. Policies shall provide 10 days' written notice of cancellation, non-renewal or material change in coverage. If insurance policies do not provide such provision, Proposer is responsible to do so.

Only insurance companies authorized by the State to transact business in the State of Florida are acceptable. Insurance companies must be AM Best rated no less than "A", "Class V", or its equivalent.

All policies or certificates of insurance are subject to review and verification and amendment by City Risk Management. Risk Management reserves the right to request coverage clarification and copies of insurance policies.

Introduction

The '19' Bar and Grill

The '19' Sports Bar and Grill will strive to be the premier sports theme restaurant in the Sunny Miami Springs Golf and Country Club. This will be the 3rd sports bar in this area. At this sports bar we want our customers to have more fun during their leisure and dining time. The sports bar will provide more televisions with more sporting events than anywhere else. The sports bar will provide state-of-the-art table-top audio control at each table so the customer can listen to the selected program of his or her choice without interference from background noise. The sports bar will combine from scratch menu selection, atmosphere, lighting, and service to create a sense of excitement in order to reach our goal of over-all value in a dining and entertainment experience.

Operation Outlook

- Scratch Kitchen and Bar
- Cross use from 'GrenHous' To The '19' bar
- Local and produced beers/Cocktails
- Extensive wine list and by the glass
- Happy hour brinks and bar bites
- Brunch on Sundays
- Cooking classes adults and kids

Attractions

- Pool tables, stage, outside seating, Golf Course.
- Community works/Golf Tournments.
- Saturday Band 9pm-1am
- Hours of operation:
- 11:00 am-12:00pm Sun-Thurs.
- 11:00am-1am Fri-Sat
- Weekly specials
- Happy Hour 4-7pm and 10pm to close
- $2 select draft beers
- 2-for-1 Cocktails
- Food Specials
- Wine Wednesday

Menu Sample

Scratch Kitchen & Local Ingredients

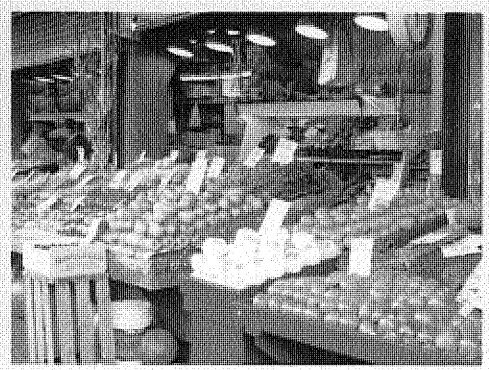
Scratch Cocktails/Beers

Market Style Buffet

Bakery



Fresh Fruit & Veg



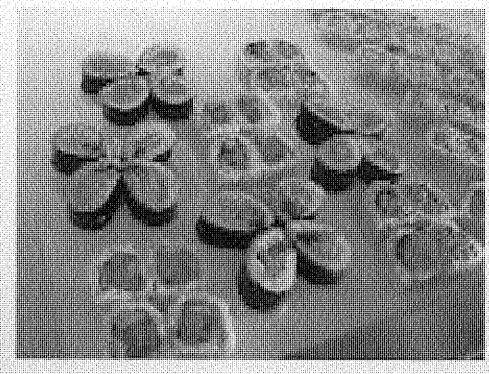
Meat Cuts



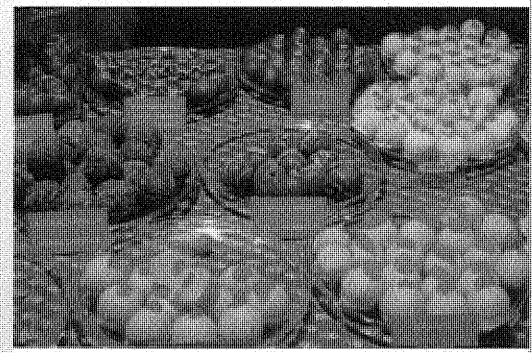
Seafood Corner



Signature Sushi

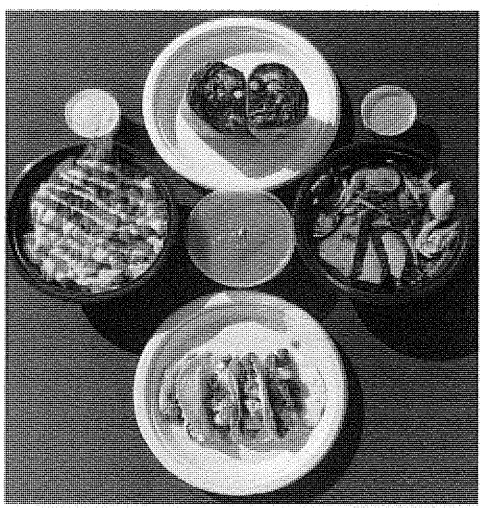


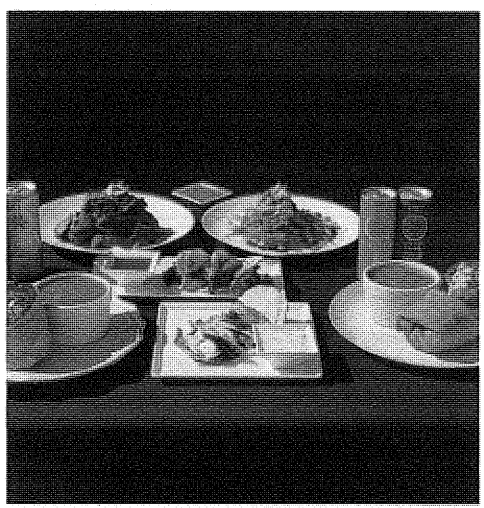
Dessert counter

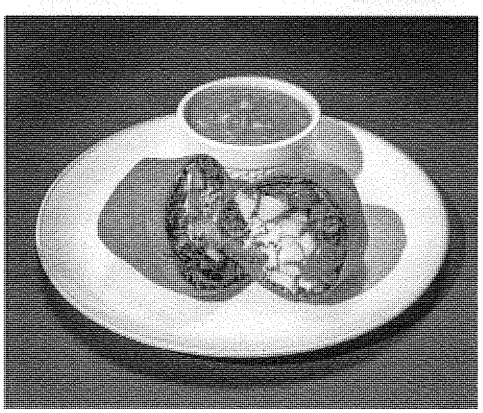


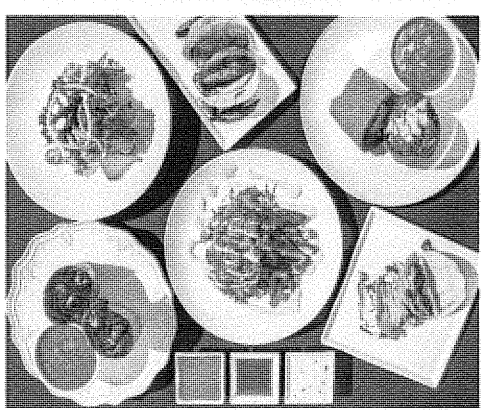
GrēnHous

Business Plan









COMPANY ANALYSIS

COMPANY

OVERVIEW

GrenHous (also referred to as 'the Company') is an organic fast casual concept that will feature a simple menu of healthy meals that are delicious, easy to digest and quickly prepared. GrenHous will also feature a full--suite juice and smoothie bar to complement its food offerings. The Company's mission is to provide fast, affordable and convenient organic meal options throughout the local Miami Springs area and eventually throughout the United States.

GrenHous will feature a menu based on three values: health, affordability and convenience. Each dish on the menu will feature nutritional and holistically sourced organic fruit, vegetables, meats and grains presented in familiar American dishes such as sandwiches, salads, wraps and bowls. The menu will also feature popular exotic cuisines for customers to choose from, such as Mexican tacos and even Asian inspired dishes, which can be shared as snacks between groups. Customers may order their meal at the restaurant or through popular online delivery apps, such as UberEATS, Postmates and Grubhub. An application for smartphones will also be developed in order to attract and retain customers through a loyalty based rewards program linked to their total purchases. GrenHous firmly believes it's simplified menu, emphasis on local, organic vegetables, affordable prices and plethora of delivery options will be the optimal fit for the modern, on--the--go consumer.

CONCEPT

OVERVIEW

HEALTHY FOOD MADE FAST

GrenHous recognizes that more people are looking for great tasting meals that are both healthy and affordable1 with many analysts predicting that fast casual concepts will boom as consumers choose healthier lifestyle options over traditional fast food2.

1 QSR Magazine – Living the LYFE in Quick Service 2 LA Times - Bye-bye, burgers: New

fast-food chains bet on healthy eating

GrenHous has already established close relations with regional and local suppliers to ensure the only the best prices for the highest quality of produce and meats for its consumers. GrenHous's commitment to high quality ingredients, efficient operational procedures and friendly customer service will also accompany GrenHous's formula for fast, organic and delicious food.

EARTHLY DESIGNS WITH A MODERN FEEL

GrenHous will entice customers with its fun and vibrant atmosphere throughout the day. Green colors will be complemented by natural plants and other wood--finished fixtures as a part of the restaurant's overall modern yet earthly charm. Fresh fruits and greens will be featured prominently in the juice and smoothie bar, which will have a rustic setting to accompany patrons seated there.

USING THE BEST RESTAURANT TECHNOLOGY

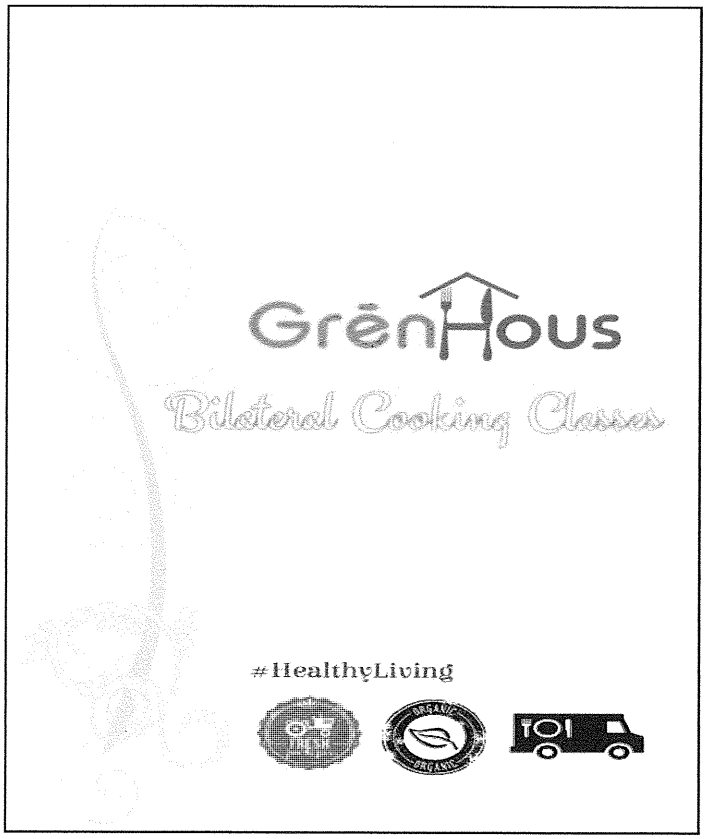
With over 72% of consumers who say restaurant technology increases convenience and with over 20% of Starbuck Corps sales occurring via its smartphone application4 , having restaurant applications that process orders quickly and in line with consumer habits can be leveraged to deliver more orders and sales for a company. With over 207 million smartphone users in the USA alone5, the information gathered from these applications can help a restaurant gather better data about their customers habits, demographics, most popular food selections and most preferred price points, all without the need of physical print accounting procedures.

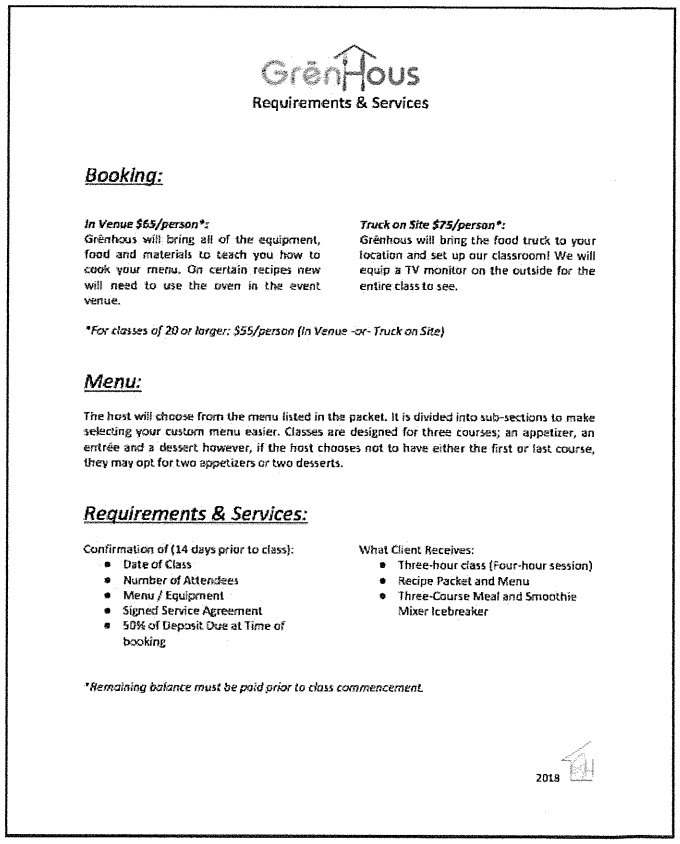
Once opened at the Miami Springs Country Club, GrenHous will start developing its own smartphone application to increase the restaurant's ability to obtain more orders. Customers who download the app will be automatically entered into a loyalty rewards program and may process and pay their orders in advance. Additionally, customers will earn rewards or discounts for continuous purchases and will be able to view the nutritional content of each of their menu choices. The app will also give personalized recommendations based on previous menu choices.

EDUCATIONAL COOKING CLASSES

GrenHous will host educational cooking classes twice a month, once for kids and once for adults.

These classes are a fun, interactive way for guests to really experience the GrenHous way: a healthy, balanced way of living. Guests will have the opportunity to work side-by-side with our team to learn how to create delicious, healthy meals that they could easily repeat at home. Pricing is $65/person for adults and $35/person for kids. Discounts will be made for parties of 20 or more. Below are the first two pages of the package, describing the experience. Guest will have a choice of items from our special cooking class menu.





GrēnHous

Requirements & Services

Booking:

In Venue $65/person*:
Grēnhous will bring all of the equipment, food and materials to teach you how to cook your menu. On certain recipes new will need to use the oven in the event venue.

Truck on Site $75/person*:
Grēnhous will bring the food truck to your location and set up our classroom! We will equip a TV monitor on the outside for the entire class to see.

**For classes of 20 or larger: $55/person (In Venue -or- Truck on Site)*

Menu:

The host will choose from the menu listed in the packet. It is divided into sub-sections to make selecting your custom menu easier. Classes are designed for three courses; an appetizer, an entrée and a dessert however, if the host chooses not to have either the first or last course, they may opt for two appetizers or two desserts.

Requirements & Services:

Confirmation of (14 days prior to class):
- Date of Class
- Number of Attendees
- Menu / Equipment
- Signed Service Agreement
- 50% of Deposit Due at Time of booking

What Client Receives:
- Three-hour class (Four-hour session)
- Recipe Packet and Menu
- Three-Course Meal and Smoothie Mixer Icebreaker

**Remaining balance must be paid prior to class commencement.*

2018

MOBILE FOOD TRUCK CATERING & EVENTS

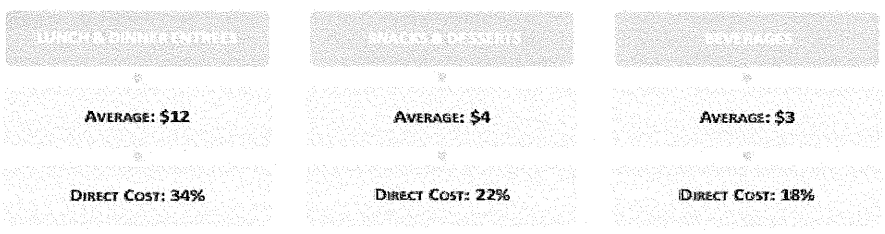
The GrenHous team has a complete mobile kitchen with the ability to set up an outdoor kitchen at different events throughout South Florida. This is a great way to expose the concept to different clientele that would not have the opportunity to hear about GrenHous in another way.



MENU ITEMS

The Company's menu consists of both natural and organic meals that are both made-to-order and grab-and-go. These meals will primarily include American staple food

Figure 1: Business Model Overview



such as sandwiches, wraps, bowls and salads. While away from the confines of one's own kitchen and pantry, GrenHous's menu will provide consumers with all the worthwhile nutrients they will need in a fast, delicious, and healthy way. All menu items will be priced reasonably, considering that the establishment offers quality

ingredients versus the processed food items found in traditional fast food.

GrēnHous

WRAPS & TACOS

STEAK & BLEU . . . 13
WRAP
Certified Angus Beef Skirt Steak, Crumbled Gorgonzola, Caramelized Guiness Red Onions, Baby Field Spinach, Honey Rosemary Balsamic Redux in a Spinach Wrap

CHICKEN 12
BACON RANCH WRAP
Free Range Chicken Breast, Fontina Cheese & Peppered Bacon, Baby Arugula, Chopped Romaine, Heirloom Cherry Tomatoes, Sliced Cucumber, Yogurt Ranch Dressing in a Tomato Wrap

SPICY CILANTRO . . . 10
LIME TACOS
Certified Organic Shrimp, Corn & Black Bean Relish, Cilantro Yogurt & Fire Roasted Tomatillo Salsa Topped with Fresh Picked Cilantro Leaves GF
~ Sub C.A.B. Skirt Steak +$3

V GF BELLOS & 9
CHIMI TACOS
Balsamic & Garlic Marinated & Grilled Portobello Cap, Sweet Potato, Shredded Carrots, Charred Brussels with Fresh Herb Chimichurri

GARDEN & OVEN

FARMER'S 9
MARKET COBB SALAD
Romaine + Arugula Mix, CF Egg, Crispy Peppered Bacon, Crumbled Bleu, Avocado, Heirloom Cherry Tomato, Shredded Carrot & Mezzo Luna English Cucumber with a Yogurt Ranch Dressing

* SHROOM & . . . 10
ARUGULA FLATBREAD
Crispy Whole Wheat, Artichoke Pesto, Grilled Bellos, Blistered Cherry Tomato & Fresh Grated Fontina with Arugula and Honey Rosemary Balsamic Redux

* TOMATO & MOZZARELLA SANDWICH 8
Zak's Olive Loaf, Borek Farms Heirloom Tomato, Spinach Pesto, Honey Rosemary Balsamic Redux

FRESH FROM THE FARM

ADD ONS:

C.A.B. Skirt Steak . . . 7

Certified Organic . . . 7
Shrimp

All Natural Chicken 5
Breast

Peppered Bacon 3

Crumbled 2
Gorgonzola or Grated Fontina

* Grilled Portobello 2
Cap

* Sliced Avocado . . . 1

* Guiness Grilled . . . 1
Onions

Extra Sauces ¢50/ea
2.5oz

**Add Ons ONLY
Not intended for individual sale.

KIDS MENU

*$6/ea Izze or Water Bottle Included

GRILLED CHEESE
Zak's Multigrain, Fontina-Mozzarella Mix

GF CHICKEN TACO
Free Range Breast, Mozzarella, Romaine with Cilantro Yogurt

GF CHEESE QUESADILLA
Fontina-Mozzarella Mix with Cilantro Yogurt

BEVERAGES

Smoothies

V BLUE DREAM . . . 5
Jasmine Green Tea, Agave, Blueberries, Banana, Vanilla Soy

GINGERS NEED . . . 5
LOVE TOO
Banana, Greek Yogurt, Local Honey, Ginger
~ Can be made vegan! Ask us!

Sparkling Juice

IZZE 3
Blackberry, Clementine, Apple or Grapefruit

Coffee

ESPRESSO 3
~ Extra Shot: $1

CORTADITO 4

CAPPUCCINO . . . 4

MACCHIATO . . . 4
**Ask us about our milk options!!

Other Beverages

WARM JASMINE 3
GREEN TEA
With Local Honey

WATER BOTTLE 2

GRENHOUSRESTAURANTS.COM
#GRĒNHOUSMIA #FARM2CURB **Locally sourced produce is based on availability, inquire for details.





GROWTH IN FAST CASUAL SEGMENTS

GrenHous is incorporating a health conscious menu in a fast--causal environment. The new fast food segment known as "fast--casual" has thrived through its offering of food and a dining atmosphere that is superior to fast food chains while maintaining significantly lower price points and wait times than casual dining facilities. By definition a fast casual restaurant offers the ease and convenience of fast food, but with a more inviting sit--down atmosphere without full table service.

Industry data has shown that these types of restaurants have become increasingly popular among consumers as they offer convenient, gourmet food at an affordable price points. Prices for a typical meal in fast--casual restaurant range from $8--$15 dollars but as

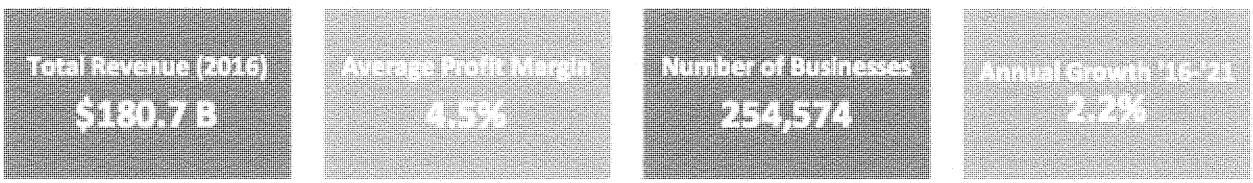
one of the fastest growing segments in the restaurant industry, consumers have proven willing to pay more for quality food. This point is further highlighted by the success of larger fast--casual restaurants during the downturn of 2008 with concepts such as Chipotle and Panera growing 20.7% and 46.53% respectively during that year.

Overall, Americans are working longer hours than ever and many do not have time for a full sit--down meal at a restaurant and are more concerned about their dietary habits. We will offer pickup orders, delivery or ubereats as a convenience to our guests. Increased awareness about the obesity epidemic and a higher willingness to try different types of cuisine will play a key factor in continued growth in the fast casual dining segment.

INDUSTRY PERFORMANCE 6

GrenHous will compete in the fast casual dining sector. Revenues will be primarily derived from customers purchasing food onsite or through a dedicated drive through station. Additional revenues will be earned through deliveries by third--party delivery companies such as Postmates and UberEATS.

Figure 2: Industry Snapshot



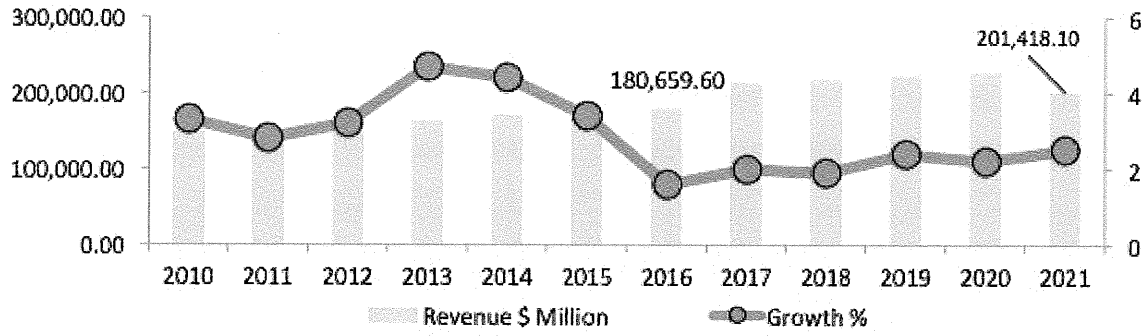
REVENUE TRENDS

Improvements in the economy over the past several years have led to consumers spending more on fine dining and fast casual restaurants. This is attributed to the quick recovery in income levels of affluent consumers and the corporate sector. Consumer spending is expected to increase 2.4% per year on average and will have a positive effect on the industry. Conversely, restaurants at the lower end of the market have struggled with low growth as consumers shift to healthier and more innovative products served by a growing number of new fast--casual chain restaurants.

Industry revenue in the overall restaurant industry has grown an average annual rate of 3.5% and will continue its upward trajectory in the next few years. Over the next 3 years, industry revenue is expected to grow at an annual average rate of 2.2% to $201.4 billion. Despite stable growth, operators in this industry will need to account for

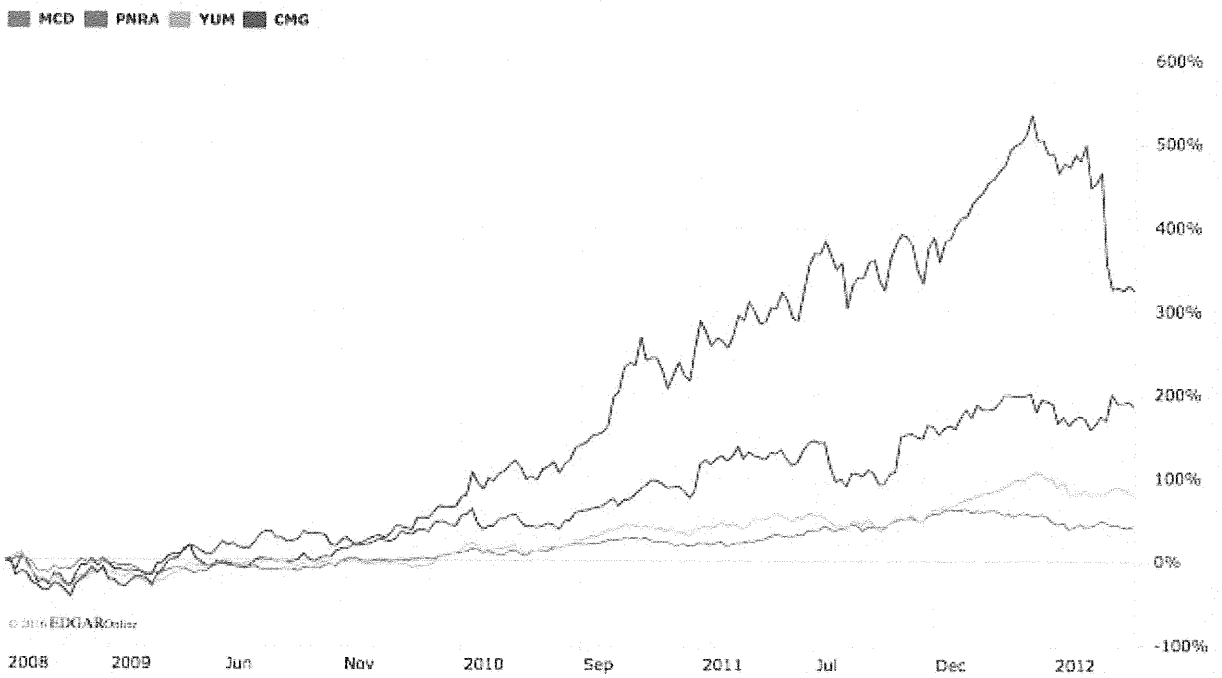
changing consumer preferences and tastes, particularly rising health consciousness and ethical consumerism. These trends represent a crucial opportunity for first--movers selling premium products to niche markets in order to increase profitability and revenue.

Figure 3: Industry Performance: Historical & Future Estimate



Unlike traditional fast--casuals, GrenHous will have operating hours from 8AM--10PM in order to sell more products to day-time, lifestyle diners. Overall, Americans are working longer hours than ever and many do not have time for a full sit--down meal at a restaurant and are more concerned about their dietary habits. We will offer pickup orders, delivery or ubereats as a convenience to our guests. Increased awareness about the obesity epidemic and a higher willingness to try different types of cuisine will play a key factor in continued growth in the fast casual dining segment.

Figure 4: NASDAQ Performance of Publicly Listed Fast Casual Restaurants against Fast Food Chains from 2008-2012



MARKET ANALYSIS

MARKET OVERVIEW

The Company's target market will focus on customers that are hungry, on the go and in need of a quick affordable healthy meal. The Company will specifically target individuals during lunch hours, dinner and after hours. The Company's intended consumer profiles are outlined below:

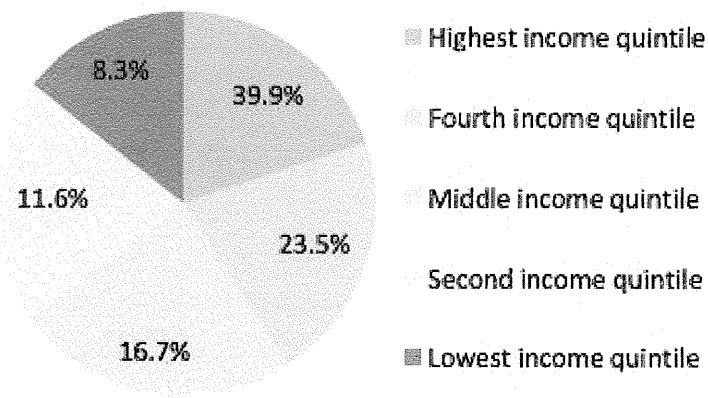
- Professionals – Working in the financial or entertainment district
- Blue Collar Workers – Working in the hospitality, construction and other labor--intensive industries
- Students and Professors – Studying and working close to the universities and education centers
- Creatives – Artists, musicians and designers working in the arts district or the advertising sector Students and workers in the hospitality sector will be the first target market of GrenHous, especially around the area of the University of Miami, which already has a high level of urban traffic. The Company has identified that many of these individuals tend to work much later into the evening and will be critical in the initial phase of the business. GrenHous seeks to open its first location in Miami, Florida

with the goal of expanding to a second location within the immediate five years. Franchising opportunities are also being explored once the management team has successfully systematized the operations of its existing location for replication across South Florida.

MARKET SEGMENTATION

The major markets for the Fast Casual Restaurant industry can be segmented based on a number of factors including income, age, geographic location and family structure. Consumption patterns differ from full--service restaurants where income is a more important determinant of demand. Consumers of fast food are typically more budget conscious and purchase food on the premise of convenience and saving time. According to a 2011 study by the University of California, Davis, people's visits to fast food restaurants increase with their incomes up to a certain point. However, as household income reaches a certain level (about $60,000 to $70,000), visits to fast food restaurants decline, and are replaced by full--service and sit--down dining at higher prices. For this reason, the biggest consumers of fast food in the US are lower--middle income households.

Figure 5: Industry Market Breakdown



Households in the lowest income quintile, or those households with an annual income of less than $20,260 in 2011 (latest available data), cannot easily afford to eat out often at fast food restaurants where prices can be unattainable. Therefore, many of these households rely on programs such as the Food and Nutritional Service's Supplemental Nutrition Assistance Program (commonly referred to as SNAP), which does not allow food stamps to be used for restaurant purchases.

The industry's major markets distribution has not changed dramatically over time as spending patterns within income brackets are relatively established. Fast food did become

more popular with middle class households during the recession as consumers traded down from full--service restaurants. However, the corresponding decline in spending by the lowest quintile households meant that the distribution between income demographics remained relatively steady over the past five years. This is expected to continue over the next five years to 2020.

DEMAND DETERMINANTS

The market is sensitive to factors that affect the growth in household disposable income, which gives consumers the ability to spend money on out--of--home dining. Household disposable income is sensitive to changes in labor market growth (i.e. the unemployment rate) and movements in tax and interest rates. High gas prices also negatively affect disposable incomes.

DEMOGRAPHIC TRENDS

The changing age structure of the population is influencing change within the industry. Baby Boomers are a major group that influences industry revenue growth. Not only do they make up a significant percentage of the population, they also generally have the highest amount of disposable income to spend on restaurant meals. The US Census Bureau consumer expenditure data indicates that consumers with incomes in the top two quintiles (consisting of consumers that earn over about $60,000 per year) account for about 64.2% of the total personal expenditure on food eaten outside of the home. Of this group, households in the highest income quintile provide about 40% of the total away--from home food expenditure. The most important factor driving the highest income group to spend in restaurants is the pressure of work and lack of time.

CONVENIENCE

Convenience and value for one's money and time are other important demand determinants. Recent social trends such as busier lifestyles, heavier workloads and longer working hours, have helped boost demand for restaurant services and convenience food as time--poor consumers look to cut down cooking time and make better use of their spare time. Moreover, restaurants have become more of a place for family get--togethers, special occasions, and social meetings for cash--rich and time--poor consumers.

HEALTHY EATING CONSUMERS

The definitions of healthy eating are changing as the trend emerges. Today, consumers

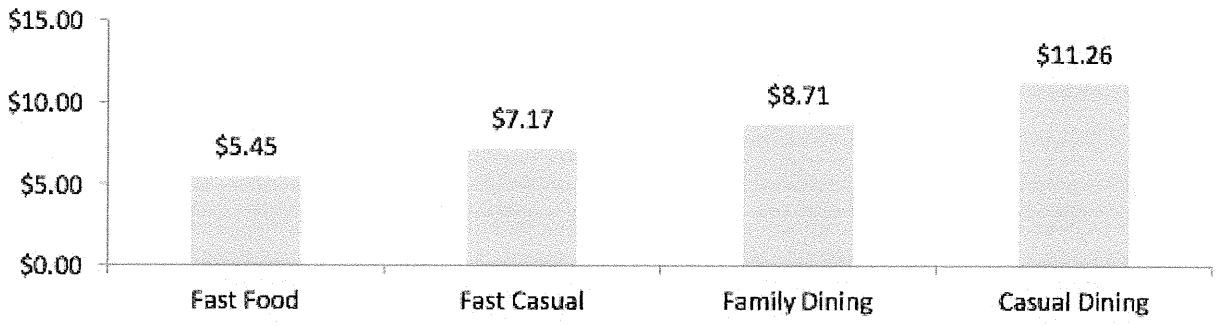
are gravitating toward local, natural, organic and sustainable offerings – all of which are tied to their existing definitions of health. Consumers are more educated and aware of their own dietary habits, and what poor nutrition can do in terms of long--term health. Consequentially, consumers are now trying to find healthier options with more care; although, there is still some hesitancy to pay a premium for healthier food which makes it hard for manufacturers to justify investment in nutritional or ingredient upgrades.

FAST CASUAL CONSUMERS

Recent research has identified that fast--casual consumers are generally younger, more educated, and of higher affluence than overall restaurant customers. The largest demographic of fast--casual consumers are women from the ages of 18 to 34 and the majority of customers visit during lunchtime hours. There remains a significant group of consumers in the marketplace that do not perceive fast--casual restaurants as a desirable with many hesitant consumers citing price as a leading deterrent. While many consumers recognize the price difference between fast--casual and fast food, they also recognize the vast difference in quality. Surveyed consumers largely recognize fast casual being superior to fast food in regard to:

- Food taste
- Food quality
- Freshness of ingredients
- Restaurant cleanliness
- Customized food preparation

Food experts have cited the largest success factors for fast casual restaurants as maintaining a diverse menu with superb food quality as well as creating an atmosphere that connects with guests. While prices are typically slightly above fast food restaurants, the figure below displays the affordability of fast--casual restaurants in comparison to other dining options.



HOURS OF OPERATION

Grenhous Cafe will be open for breakfast and lunch, 7 days per week.

Day(s)	Hour(s)
Mon-Fri	9am-3:30pm
Sat-Sun	7am-3:30pm

Miami Spring Golf and Country Club

Food and Beverage Strategic Plan

2019-2020


Google earth


www.beautifulmiamisprings.com



Introduction

The City of Miami Springs Golf and Country Club is 183 acre, 18 hole golf course which includes a driving range and practice putting area, country club area has a pro-shop, restaurant, banquet and meeting space area, full service bar and catering kitchen, the golf course opened in 1923, it located near Miami international Airport, and 15mn from major Miami Metropolitan areas with nearby The Doral Golf and Country Club.

- Historic landmark
- Old charm that boost spectacular views in all direction
- Located minutes from Miami international airport, Miami Hubs and major highways

Our Vision

To be an inclusive and affordable community-based Club with F&B operation of the highest possible quality, providing a challenging and enjoyable experience for golfers of all ages and locals as well as travelers.

Miami Springs Country club food and beverage offerings will be the best in the area for our guests, our quality will exceed all expectations, quality and experience.

Our Mission

To maintain and continuously improve the clubhouse facilities for present and future guests, golfers, to deliver a rewarding experience in line with our core values, both on and off the course,

by ensuring that our customer services and facilities are of the highest possible standard, while maintaining our financial stability and providing our members/guests with excellent value for money.

Our Core Values

Community

• Miami Springs Golf and Country Club strives to maintain our position as an integral part of the Town of Miami springs and Virginia Garden and support community initiatives whenever possible.

Teamwork

• We work together in the best interests of Miami springs Golf and Country Club, with integrity and professionalism in order to achieve our goals. We are inclusive, consistent and transparent in our decision-making; we share information and resources and communicate clearly and simply.

Continuous Improvement

• We focus on continuous improvement in the provision of clubhouse services and social activities. We apply our skills and knowledge to generate creative and practical ideas. We consult regularly with our members to seek out new ideas in relation to all of our club's activities.

Respect

- We provide a friendly, caring and respectful environment for all of our members, visitors, staff, partners and sponsors.

Inclusiveness

- We promote the game of golf and provide an affordable recreational facility with a welcoming atmosphere to all who wish to participate.

Core Elements

The Strategic Plan consists of the following Core Elements:-

- Governance and Management
- Finance
- Marketing and Membership Initiatives
- GreenHous Restaurant Concept and development
- Restaurant and bar operation
- The Clubhouse and Supporting Facilities
- Social Catering/Weddings/Corporates/Non Profit
- Communications and Club Culture
- Food and Beverage golf cart

Governance and Management

Summary Goal

- Develop and maintain an effective governance/management structure for the Club food and beverage areas to ensure the best possible management of the Club's finances, staff, operations.

Specific Actions

- Within the HRS Management, establish and maintain individual accountability (or portfolios) for various aspects of the Club's food and beverage operation – e.g. Financial, Clubhouse Facilities, Social Events, Marketing and Membership, AND Operation of F&B.
- Establish and maintain a reporting arrangement and regular reporting schedule for the staff members reporting directly to HRS Management and ensure that there are appropriate performance targets and annual performance evaluations for these positions.
- Establish and maintain a Club Food and Beverage operations policy manual to assist in management of all Club activities.
- Communicate clearly and consistently with the members/Golfers/ City Manager in relation to the activities of the HRS Management including minutes of meetings, updates on decisions taken, and summaries of activities.
- Complete an annual review of the Club's Strategic Plan and amend as appropriate.

Finance

- To provide Budget and Financial Management Stewardship as well as leadership in the development and implementation of the Clubs' CAPEX Plan.
- Develop an annual operating budget,
- Monitor adherence to the budget;
- Establish long-term financial goals in conjunction with Strategic Plan;
- Ensure sound accounting practices and internal controls are established and followed;
- Ensure compliance with all financial legislation, guidelines and policie

- Increase all other Club revenue streams, restaurant and bar revenue/GREENHOUS REST, Sport Bar and clubhouse catering revenue by effective marketing of the Club food and Beverage Operation in accordance with our Vision and Core Values.
- Develop an Annual Marketing Plan for each revenue stream of our operation.
- Re-brand our Bar/Restaurant with a new menu, 'GREENHOUS BISTRO'

The Clubhouse and Supporting Facilities

Summary Goal

- To provide, maintain, and develop our clubhouse food and beverage with an appropriate range of facilities and supporting services of the highest standards, delivered through welcoming, friendly personnel, while working within established objectives and budget.

Specific Actions

- Factors in re-branding to include developing competitive quality and pricing of food and beverages.
- Implement the POS system in the bar/restaurant to properly track sales and inventory.
- Continue to develop facilities and resources designed to increase the use of the clubhouse.
- Establish a "house" Committee to advise and make recommendations regarding clubhouse facilities and services.
    - Re-branding of the bar/restaurant with new menu - to be developed in the 2019 calendar year..

Organisational Structure of HRS Management Group.

- Patrick Kemmache: President Owner
- Yannick Kemmache: General Manager of F&B Operation
- Mark Grigsby : Executive Chef
- TBA; Groups and Catering sales

Our Core Values:

- "Your Word is Your Honor" ETHICS &INTEGRITY"
- "Hands on Management" JUST DO IT NOW
- "Flawless Execution Of Basics to Inspire People" "LEADERSHIP"
- "Empowerment with Full accountability" "360 DEGREES FEEDBACK"
- "Always have a GOAL" "ENERGIZING"
- "Talent +Role" equal "EXCELLENCE"
- "Do not Lower your Standards"
- "Soar with your Strengths"

Communication and Club Culture

Summary Goals

- Develop and promote effective methods of communication between HRS Management and its Committees and the membership to achieve transparency in decision-making as per our core Values and to pass along information to the City and the community regarding Club events, promotions, etc. in support of our Marketing and Membership Goals.

Specific Actions

- Develop a monthly or quarterly club newsletter and expand the use of social media and electronic information methods where possible.
- Ensure that minutes from Board meetings are available to members.
- Develop a program for introduction/orientation of new members to the club.
- Encourage member participation in club initiatives and projects.
- Establish a Social Committee to encourage member participation and to plan social and fund-raising events.

Suggested Target(s)

- Develop a Club Newsletter for implementation this 2019 calendar year.
- Establish an effective Social Committee this 2019 calendar year.
- Establish Social Calendar to be included in monthly newsletter.

SWOT ANALYSIS 2019

Strengths (Internal)

- Location –
- The golf course – appearance, layout and challenge are of a high standard.
- Large clubhouse facility, and plenty of parking

Weaknesses (Internal)

- Lack of booking on social and weddings
- Financial fragility –
- Lack of solid food and beverage team
- Lack of F&B concept and presence in the community.
- Advertising to locals and golfers on what up within F&B offerings.

Opportunities (External)

- Increase revenue streams
- Increase business through marketing
- Focus recruitment to reflect local demographic.
- Year round use of our clubhouse food and beverage facilities
- GrenHous Bistro healthy food (Breakfast/Lunch/Dinner when applicable
- Bar and Grill open Lunch and Dinner/ special events/Reception/Brunch

HRS "RFP" AGENDA
Attached Resumes

Introduction of HRS Management Background and Experience

1. Patrick Kemmache: President and owner
2. Yannick Kemmache: General Manager of Food and Beverage Operation
3. Mark Kibsby: Executive Chef

Food and beverage Strategic Plan for Miami Springs Country Club (Patrick)

Catering Operation Plan Review (Patrick)

GrenHous Bistro Plan Review (Yannick)

Sport Bar and Grill Plan Review (Yannick)

Culinary Review GrenHous/ Sport Bar and Catering (Mark)

Questions and Answers

SECTION 5 - RESPONSE SUBMITTAL FORM

City of Miami Springs
201 Westward Drive
Miami Springs, Florida 33166-5259

REQUEST FOR PROPOSAL #03-18/19 to Provide Food & Beverage (F&B) Operation Services at Miami Springs Golf and Country Club

Bids to be opened in the Council Chambers, 201 Westward Dr., Miami Springs, FL 33166
at 2:30 P.M. on Wednesday, May 1st, 2019

Vendor Name: KEMMACHE Smail P	Federal Identification or Social Security Number: 455-55-9779
Vendor Mailing Address: 1450 Ludlam Drive	Payment Terms: Bi-Weekly The City of Miami Springs' faster and preferred method of payment is by way of Visa (P-card). Do you accept this form of payment: Yes ☐ No ☐
City - State - Zip Code: Miami Springs FL 33166	Delivery in Days After Receipt of Purchase Order:
(Area Code) Telephone Number: 305-764-0364	(Area Code) Facsimile Number:
E-Mail Address: pkemmache@yahoo.com	Initial appropriate box to acknowledge amendment(s), if necessary. ☐ Amendment #1 ☐ Amendment #2 ☐ Amendment #3
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign for, and commit, the vendor.	Authorized Signature (Manual) KEMMACHE Smail Authorized Signature (Typed or Printed Title)

STATE OF: Florida COUNTY OF: Miami-Dade
BEFORE ME, the undersigned authority, this document was acknowledged by

Kemmache Smail who:

☐ is personally known to me, or
☑ produced identification FL Drivers License
who, after being duly sworn by me, states that he/she has executed this document for the purposes herein expressed.

SWORN TO AND SUBSCRIBED before me this 29th day of April, 2019.

MY COMMISSION EXPIRES:

10/20/20

JUAN D. GARCIA
MY COMMISSION # FF 929386
EXPIRES: October 20, 2019
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, State of Florida At Large

Juan D. Garcia
Printed Name



Celebrate with Us

Miami spring Club Catering is more than just a provider of delectable foods. We are a purveyor of life-long memories and experiences. From the moment you reach out to us, we begin transforming your dreams into reality. No event is too small or too complex ... after all, it's about bringing you and your family and friends together once again. It's about building new relationships and friendships. Miami Springs Country Club Catering brings charm and grace to your doorstep ...

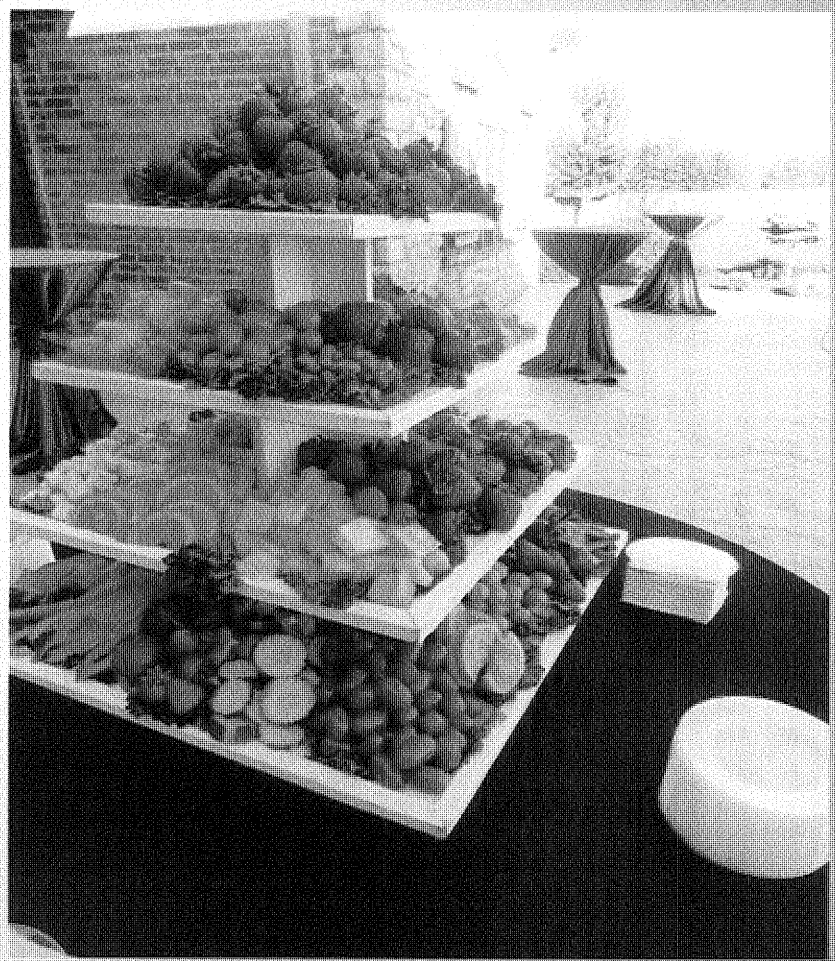
ACTS

Catering

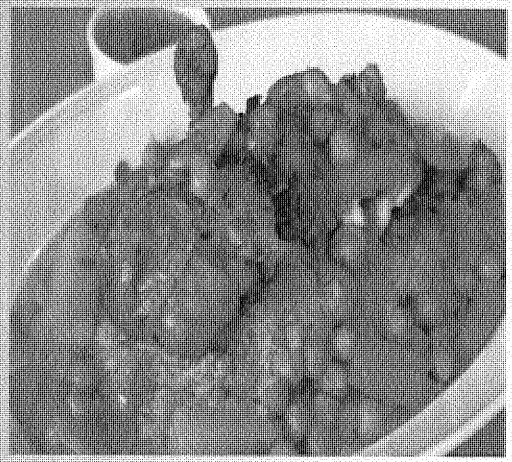
- Our banquet and meeting facilities are equipped to accommodate groups of all sizes and tastes. Whether searching for the location of your next corporate luncheon or the locale from which to embark on a new life with your fiance, the Country Club of Miami Springs will impress you with the service and sophistication you would expect of such a legendary location.
  The Country Club of Miami Springs features a full-service restaurants and kitchen staff more than capable of impressing the most discriminating tastes of your guests. Besides dining services, we also bring to the table a variety of partners ready to provide their professional services such as music, activities, and video/audio presentation.

Sampling Chef Mark





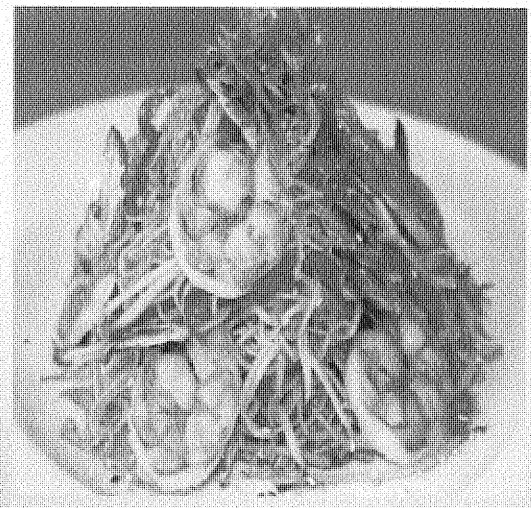
Healthy, Fresh and Delicious











Selections from our Menus

Wedding Packages (MINIMUM OF 75 GUESTS)

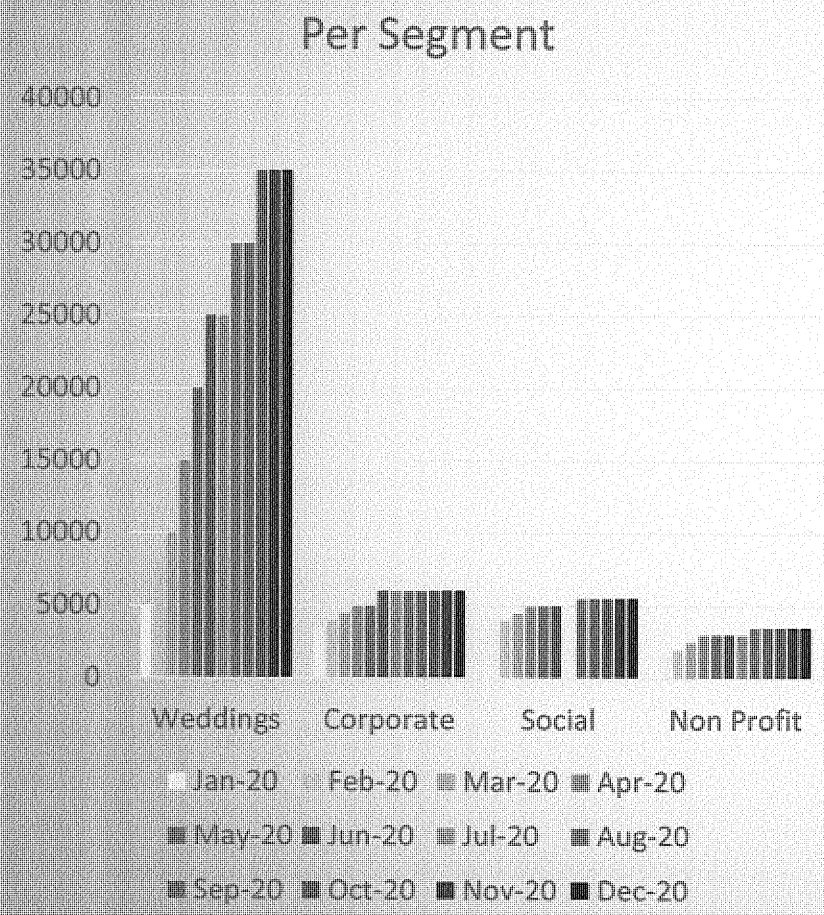
- **NEW BEGINNINGS**: $135 to $165 pp
- Four Butler-Passed Hors D'oeuvres
- Three-Course Plated Dinner: Salad or Chilled Appetizer | Entrée | Custom Designed Wedding Cake Gourmet Selection of Coffee & Teas 5 Hour Deluxe Bar | Champagne Toast | Wine Service with Dinner
- **SHE SAID YES**: $155 to $175 pp
- Six Butler-Passed Hors D'oeuvres Two Reception Displays Three-Course Plated Dinner:
- Salad or Chilled Appetizer | Entrée | Custom Designed Wedding Cake Gourmet Selection of Coffee & Teas and 5 Hour Deluxe Bar | Champagne Toast | Wine Service with Dinner
- **A ROYAL AFFAIR**: $185 to 210 pp
- Six Butler-Passed Hors D'oeuvres One Action Station Five-Course Plated Dinner:
- Salad or Chilled Appetizer | Hot Appetizer | Intermezzo | Entrée Custom Designed Wedding Cake Gourmet Selection of Coffee & Teas 5 Hour Premium Bar | Champagne Toast | Wine Service with Dinner
- Applicable taxes and service charges will be applied.

Sales and Marketing

- Miami Catering executives
- Wedding Planners Events
- Corporates Meetings
- Quinces/BD's
- Local Non Profit
- Golf Tournments
- Anniversaries
- Boeing/Airbus
- American Airlines
- Locals hotels
- Associations
- Social Media
- Data Base
- 36 Street Business
- Miami Air
- Pharma

Catering Revenue Forecast 2020

No Prior Data or Revenue History Provided



- Weddings: $ 165,000
- Corporate: $55,000
- Social: $45,000
- Non Profit: $38,000
- **Total: $292,000**
- NOI: $42,000 or 14%
- **City Rent: $12,000**

5-Year Concession Fee Plan

	Y1(2019)	Y2(2020)	Y3(2021)	Y4(2022)	Y5(2023)	2024
Jan		$2,000.00	$3,000.00	$4,000.00	$5,000.00	$6,000.00
Feb		$2,000.00	$3,000.00	$4,000.00	$5,000.00	$6,000.00
Mar		$2,000.00	$3,000.00	$4,000.00	$5,000.00	$6,000.00
April		$2,000.00	$3,000.00	$4,000.00	$5,000.00	$6,000.00
May		$2,000.00	$3,000.00	$4,000.00	$5,000.00	$6,000.00
June		$2,000.00	$3,000.00	$4,000.00	$5,000.00	$6,000.00
July	$0.00	$2,500.00	$3,500.00	$4,500.00	$5,500.00	
Aug	$0.00	$2,500.00	$3,500.00	$4,500.00	$5,500.00	
Sept	$0.00	$2,500.00	$3,500.00	$4,500.00	$5,500.00	
Oct	$0.00	$2,500.00	$3,500.00	$4,500.00	$5,500.00	
Nov	$0.00	$2,500.00	$3,500.00	$4,500.00	$5,500.00	
Dec	$0.00	$2,500.00	$3,500.00	$4,500.00	$5,500.00	

Yearly Total	$0.00	$27,000.00	$39,000.00	$51,000.00	$63,000.00	$36,000.00
5 Year Total	$216,000.00					

Legend
Fiscal Y1
Fiscal Y2
Fiscal Y3
Fiscal Y4
Fiscal Y5

Patrick Kemmache
CHA/CFBE

305-764-03-64
Miami Springs, FL
pkemmache@yahoo.com

Operations

Operations Management • Project Management • Quality Assurance • Facility Operations
Certified Food & Beverage Executive, Certified Hotel Administrator AHMA

Comprehensive world-class experience in all levels of Hospitality, Hotels, Country Clubs and Restaurants operations, including budgeting, strategic forecasting and profitability. Strong leadership skills, ability to motivate a team in to high performance with successful track record of building revenues, controlling costs, maximizing efficiencies and meeting or exceeding planned and budgeted top and bottom lines goals and objectives.

PROFESSIONAL EXPERIENCE

Paul Tudor Jones Family Office - *General Manager*
August 2015 to January 2019

- Responsible for Jones family Ultra Luxury Estates properties , including 16 Estates homes, 10 guest residences, Hotels and extensive F&B.
- Reported directly to Paul and Sonia Tudor Jones.
- Oversee all facility operations, food and beverage operations, and guest services, including budgets, financial controls and quality standards.
- Managed 135 total staff, including 7 managers.
- Cut payroll by 30%, improve guest satisfaction, product quality, team work.
- Amenities include large aviation and boat operations, and gardens, over 200 fruit tree orchards.
- Catered to extremely high-end clientele, celebrities, professional athletes, business and government officials.
- Served as Chairmen of the financial committee of non-profit with $6 million dollars budget, "Save the Oceans" and The Everglades Foundation founded by Paul Tudor Jones.

Grand Heritage Hotel Group - *Corporate Director of Operations and F&B.*
Qatar / Miami /Mexico August 2011- August 2015

- Grand Heritage Hotel and Spa, Doha, Qatar: Provided operational leadership for the 5 Star...; 150 Rooms, 8 Food and Beverage outlets. Total Revenue: $24M.
- Grove Isle Hotel and Spa (Miami): Provided leadership and direction for three Condo towers, 120 slip marina, 1,600 member private club, and Spa Operation; 50 rooms, 4 Food and Beverage outlets. Total revenue: $14M. Served as acting General Manager at several key locations during transition.
- CostaBaja Resort and Spa Lapaz , Mexico 100 rooms, 5 outlets 15000"meeting space, Golf and country.
- Penasco Del Sol, Rocky Point , Mexico 250 rooms, 45000' meeting space, 6 F&B outlets over $14 million .
- Oversaw management of operational activities for new and existing restaurants, hotels and Country Club, ensuring execution of business objectives for revenue growth and profit.
- Implemented processes and management methods to generate higher ROI and workflow optimization.
- Hiring and training of Food and Beverage management and executives as well as new GM's transitioning.

MARK GRIGSBY

2811 SW 33RD CT, MIAMI, FL, 305.282.3959, MARKGRIGSBY86@GMAIL.COM

OBJECTIVE

My objective is to find a job in a kitchen where I can showcase my skill level as well as my leadership capabilities in my quest to learn and perfect my craft as a chef.

EXPERIENCE

8/1/2016 TO 11/1/2017 Ortanique on the Mile *Coral Gables, FL*

CHEF DE CUISINE

- Ordering, outsourcing, menu costing
- Training and development
- Scheduling
- Effectively managed kitchen and staff through large parties, buy outs, Miami Spice
- Developed tasty, innovative specials weekly
- Ensured quality through careful selection of products and staff
- Labor efficiency

8/1/2016 TO 3/1/2017 Apizza Brooklyn *Dadeland, FL*

SOUS CHEF

- Orders
- Trained Staff
- Effectively managed kitchen and staff through large parties and takeout
- Developed specials weekly
- Quality Assurance
- Labor efficiency

9/1/2015 TO 6/15/2016 Yardbird Miami Beach *Miami Beach, FL*

CHEF DE CUISINE

- Oversaw ordering, met with purveyors, and outsourced products and supplies through approved vendors
- Hired, trained, and developed staff members on sanitation, cooking development, receiving, and company policies and procedures
- Scheduling
- Effectively managed kitchen and staff through large parties, buy outs, Sobe Food & Wine festivals, and similar events
- Developed tasty, innovative specials weekly
- Quality Assurance
- Expertly estimated staffing needs and adjusted hourly schedules in accordance with demand patterns, budget and local labor laws.

5/1/2013 TO 8/1/2015 The River Oyster Bar *BrickelL, FL*

LEAD LINE CHEF

- Mastered all positions in The River Oyster Bar kitchen including Grill, Sautee, Pantry, Expediter, Prep, and Oyster station.
- Established and maintained open, collaborative relationships with the kitchen team
- Conducted daily inspections and maintained food sanitation and kitchen equipment safety reports
- Persistently strove for continual improvement and worked cooperatively as a team member
- Expert in final plate preparation with authentic presentation
- Created and ran Daily / Weekly specials
- Participated in local events such as: Miami Spice, The River Annual Crawfish Boil

8/1/2012 TO 5/1/20134 Peacock Garden Café *Coconut Grove, FL*

SOUS CHEF

- Ensured quality of all products and dishes
- Supervised 25+
- Implemented and supported company initiatives and programs
- Effectively managed and assisted kitchen staff in producing food for banquets, catered events, and membered dining areas
- Developed strategies to enhance catering and retail food service revenue and productivity goals
- Actively participated in staff meetings and operated as an effective management team leader

7/1/2011 TO 8/1/2012 Will Call Miami *Miami, FL*

EXECUTIVE CHEF

- Reduced food costs by 20% by expertly estimating purchasing needs and buying through approved suppliers
- Effectively managed and assisted kitchen staff in producing food for banquets, catered events, and membered dining areas
- Consistently produced exceptional menu items that regularly garnered diners' praise
- Regularly developed new recipes in accordance with consumer tastes, nutritional needs, and budgetary considerations
- Developed strategies to enhance catering and retail food service revenue and productivity goals

7/1/2011 TO 7/1/2012 Q Lounge *Aventura, FL*

SOUS CHEF

- Consistently verified that kitchen staff followed all recipes and portioned serving guidelines correctly
- Systematically tasted and smelled all prepared dishes, and observed color, texture and garnishes
- Consistently kept a clean and safe environment by adhering to all federal, state, and local sanitation and safety requirements
- Ensured smooth kitchen operation by overseeing daily product inventory, purchasing and receiving
- Followed proper food handling methods and maintained correct temperature of all food products

EDUCATION

JANUARY 2011 – 2012 Le Cordon Bleu College of Culinary Arts Miramar, *FL*

CULINARY CERTIFICATE

- Servsafe Certification #8827978 Exp: 2017

August 2004 – January 2006 Miami Dade College Kendall, FL

Music Business

August 2000 – June 2004 Homestead Senior High Homestead, FL

Diploma

REFERENCES

References are available on request.



Yannick Kemmache

1450 Ludlum Dr.
Miami Springs, FL 33166
Phone: (30)5804-5629
E-Mail:Ykemm001@fiu.edu

OBJECTIVE: To successfully own and run my own business
EDUCATION: Bachelor's Degree in Business Administration and Management with a minor in Entrepreneurship from Florida International University
CERTIFICATES: Manager Food Handler's certification, Quickbooks certified, Google Apps certified

WORK EXPERIENCE:

GrenHous Food Truck: **12/17-Present**
Miami, Fl

Founder:
Create brand from the ground, up
Leadership: Hire, train and prepare team in the utmost professional way
Manage finances and event booking
Create Marketing Strategy
Grow brand

Tap 42: **9/16-Present**
3252 NE 1st Ave. Suite 101
Miami, Fl 33137

Bartender:
Make high quality cocktails in a high volume restaurant
Serve/Entertain guests
High-end customer service

Server:
Delivered exceptional, friendly, and fast service
Answered questions about menu selections and made recommendations when requested
Accurately recorded orders and partnered with team members to serve food and beverages that exceeded guests' expectations
Skillfully anticipated and addressed guests' service needs
Managed closing duties, including restocking items and reconciliation of the cash drawer

Spring Chicken: 50 Eggs Inc. **1/16-7/16**
1514 S Dixie Hwy, Coral Gables, FL 33146
(305) 504-2704

Assistant General Manager

Overall operations of restaurant in absence of general manager
Guest satisfaction and retainment
Develope, lead and motivate team members
Manage and input invoices into spreasheets
Vender communications and ordering
Maintain a safe and clean kitchen
Manange production efficiency
Ensure product quality

Earls Kitchen+Bar: **9/14-3/16**

7535 N Kendall Dr #2510, Miami, FL 33156
(305) 667-1786

Floor Manager: 9/14-3/16

Run entire night shift
Interview/hire employees
Constantly giving feedback to employees to develop their skills
Reflect on hourly sales to make proper cuts/maximize profits
Closing Manager/left as highest person in command
Set up the day team for success

Opening Team Bartender: 3/14-3/16

Mix high end specialty cocktails in a high volume restaurant
Serve/Entertain guests
Excellent customer service

National Academic Educational Partners: 8/14-12/15

6625 Miami Lakes Drive, Suite 376
Miami Lakes, FL 33014
305.200.8088

Executive Assistant:

Handle all communication to the CEO
Budget numbers for multiple national projects
Organize finances and account for all expenses
Assist in crucial business development strategies
Fly internationally to deliver documents and represent the CEO

Seasons 52: Darden Restaurants: **2/13-6/14**

321 Miracle Mile, Coral Gables, FL 33134
(305)-442-8552

Server:

Delivered exceptional, friendly, and fast service
Answered questions about menu selections and made recommendations when requested

Accurately recorded orders and partnered with team members to serve food and beverages that exceeded guests' expectations
Skillfully anticipated and addressed guests' service needs
Managed closing duties, including restocking items and reconciliation of the cash drawer

Houston's Restaurant: Hillstone Corporation: **2/10-2/13**
17355 Biscayne Blvd Aventura, FL 33160
(305) 947-2000

Bartender:
Make high quality cocktails in a high volume restaurant
Serve/Entertain guests
High-end customer service

Server:
Delivered exceptional, friendly, and fast service
Answered questions about menu selections and made recommendations when requested
Accurately recorded orders and partnered with team members to serve food and beverages that exceeded guests' expectations
Skillfully anticipated and addressed guests' service needs
Managed closing duties, including restocking items and reconciliation of the cash drawer

Expediter:
Have full control and communication of the kitchen
Garnish and clean plates before sending out perfect orders
Know how every plate is made and where every table is
Prepare kitchen when anticipating a rush

COMMUNITY SERVICE:

The Lions Club of Miami Springs
301 Swallow Drive
Miami Springs, FL 33166-4430
(305) 888-6346

Completed 120 hours of Community Service
Volunteered at an educational center tutoring children from grades 1-6
Assisted in field trips with children with special needs
Facilitated learning through the use of interactive games, videos, songs and activities

SKILLS:
Bilingual in English and French (reading, writing and speaking)
Proficient in Microsoft Office
Time management
Highly motivated detail-oriented individual
Active listener
Easily adaptable to any work setting

Honest and loyal employee

GreenHous

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City Of Miami Springs, Florida

by: KENNETH KATRILL
(print individual's name and title)

for: HRS Mgmt LLC
(print name of entity submitting sworn statement)

whose business address is: 1450 Luckan Dr.

and (if applicable) its Federal Employer Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 455 - 55 - 9779.)

I, being duly first sworn state: That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any third party F & B under this project complies with, all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

SIGNATURE

Sworn to and subscribed before me this 30th day of July, 2019.

Personally known _____ OR
Produced Identification ✓
FDL 3540 500 57 140 0

Notary Public- State of Florida
My commission expires:

Erika Santamaria
Printed, typed, or stamped commissioned name of Notary Public

ERIKA SANTAMARIA
MY COMMISSION # FF 905924
EXPIRES: December 1, 2019
Bonded Thru Notary Public Underwriters

Detail by Entity Name

Florida Limited Liability Company
HRS MGMT GROUP, LLC

Filing Information

Document Number	L19000149639
FEI/EIN Number	NONE
Date Filed	06/05/2019
Effective Date	06/05/2019
State	FL
Status	ACTIVE

Principal Address

650 CURTIS PKWY
MIAMI SPRINGS, FL 33166

Mailing Address

1450 LUDLAM DR.
MIAMI SPRINGS, FL 33166

Registered Agent Name & Address

SMAIL, KEMMACHE
1450 LUDLAM DR.
MIAMI SPRINGS, FL 33166

Authorized Person(s) Detail

Name & Address

Title MGR

SMAIL, KEMMACHE
1450 LUDLAM DR.
MIAMI SPRINGS, FL 33166

Title MGR

KEMMACHE, YANNICK
1450 LUDLAM DR
MIAMI SPRINGS, FL 33166

Annual Reports

No Annual Reports Filed

Document Images

06/05/2019 -- Florida Limited Liability | View image in PDF format

Florida Department of State, Division of Corporations

Electronic Articles of Organization For Florida Limited Liability Company

L19000149639
FILED 8:00 AM
June 05, 2019
Sec. Of State
vherring

Article I

The name of the Limited Liability Company is:

HRS MGMT GROUP, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

650 CURTIS PKWY
MIAMI SPRINGS, FL. US 33166

The mailing address of the Limited Liability Company is:

1450 LUDLAM DR.
MIAMI SPRINGS, FL. 33166

Article III

The name and Florida street address of the registered agent is:

KEMMACHE SMAIL
1450 LUDLAM DR.
MIAMI SPRINGS, FL. 33166

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: KEMMACHE SMAIL

L19000149639
FILED 8:00 AM
June 05, 2019
Sec. Of State
vherring

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
KEMMACHE SMAIL
1450 LUDLAM DR.
MIAMI SPRINGS, FL. 33166 US

Title: MGR
YANNICK KEMMACHE
1450 LUDLAM DR
MIAMI SPRINGS, FL. 33166 US

Article V

The effective date for this Limited Liability Company shall be:

06/05/2019

Signature of member or an authorized representative

Electronic Signature: KEMMACHE SMAIL

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

NON-COLLUSION AFFIDAVIT

State of Florida)
) SS
County of Miami-Dade)

Kemmache Smail being first duly sworn, deposes and says that:

(1) He/She/They is/are the President (Owner, Partner, Officer, Representative or Agent) of HRS Mgmt LLC the BIDDER/PROPOSER that has submitted the attached RFP;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such Bid/Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached RFP has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the RFP or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the RFP Price or the RFP Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____

Smail Kemmache (Printed Name)

President (Title)

ACKNOWLEDGMENT
State of Florida
County of Miami-Dade

On this 30th day of July, 2019, before me, the undersigned Notary Public of The State of Florida, personally appeared Smail Kemmache and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC, STATE OF FLORIDA
NOTARY PUBLIC:
SEAL OF OFFICE:
Erika Santamaria
(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

ERIKA SANTAMARIA
MY COMMISSION # FF 905924
EXPIRES: December 1, 2019
Bonded Thru Notary Public Underwriters

☐ Personally known to me, or
☑ Personally identification:
(Type of Identification Produced) FLDL S540-500-57-140-0
☐ DID take an oath, or
☐ DID NOT take an oath.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Miami Springs by REMMERT, STOLL for HRS Mgmt LLC whose business address is 1450 Ludlam Dr and (if applicable) its Federal Employer Identification number (FEIN) is _____ (IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), 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 with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trail court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. Any 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, executors, 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 prime 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 Para. 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which 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 of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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.

_____ 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 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 (ONE) 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.

By: _____

(Printed Name) KEMMACHE Smith

(Title) President

Sworn to and subscribed before me this 30th day of July, 2019

Personally known _____

Or Produced Identification FLA S540-500-57-140-0

Notary Public - State of Florida

My Commission Expires 12/1/2019

Erika Santamaria

(Printed, typed, or stamped commission name of notary public)

Erika Santamaria

ERIKA SANTAMARIA
MY COMMISSION # FF 905924
EXPIRES: December 1, 2019
Bonded Thru Notary Public Underwriters

DRUG-FREE WORKPLACE PROGRAM

In order to a have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

HRS Mgmt

NAME OF COMPANY

VENDOR PRINT NAME

COPELAND ACT 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 proposed will be paid to any employees of the City of Miami Springs 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: Patrick Kennedy

Title: President

Sworn and subscribed before this 30th day of July, 2019

Erika Santamaria
Notary Public

ERIKA SANTAMARIA
MY COMMISSION # FF 905924
EXPIRES: December 1, 2019
Bonded Thru Notary Public Underwriters

Erika Santamaria
(Printed Name)

My commission expires: 12/1/2019

NON-DISCRIMINATION POLICY/STATEMENT

It is the policy of the City of Miami Springs that the City shall not conduct business with, nor appropriate any funds to any organization, that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with City of Miami Springs are required to submit a copy of their non-discrimination policy for review by the City, prior to entering into any contract with the City of Miami Springs. In the event an entity does not have a written non-discrimination policy, such entity shall be required to sign a statement affirming their non-discrimination policy is in conformance with City of Miami Springs' policy.
Check one:

( ) Proposer hereby attaches its non-discrimination policy for review by the City of Miami Springs.

OR

(✓) Proposer does not have a written non-discrimination policy. However, Proposer affirms that its non-discrimination policy is in conformance with City of Miami Springs' non-discrimination policy as provided on the City's web as follows:
http://www.miamisprings-fl.gov/humanresources/notices-title-vi-nondiscrimination-rights-and-protections-under-Americans-disabilities

OR

( ) Proposer hereby attaches its non-discrimination policy which does not conform to the policy of City of Miami Springs; however, Proposer affirms that it will conform to City of Miami Springs' non-discrimination policy.

PEMMACHE SOFT
Proposer's Name

Signature

Name (type or print)

President
Title

7/30/19
Date

CONE OF SILENCE CERTIFICATION

I, Kenneth Smith, President
(Individual's Name) (Title)

of the HBS Mgmt, do hereby certify that I have read and understand the terms
(Name of Company)

set forth under Section 1 subsection 5 of this document titled 'Cone of Silence'.

Attachment of this executed form, as such, is required to complete a valid proposal.

Individual's Signature

7/30/19
Date

TIE PROPOSALS CERTIFICATION

I, Kenneth Smith, President
(Individual's Name) (Title)

of the HRS Mgmt, do hereby certify that I have read and understand the requirements/procedures for Tie Proposals set forth under Section 1 sub-section 13 of this document. Attachment of this executed form, as such, is required to complete a valid proposal.

Individual's Signature

7/30/2019
Date

CONFLICT OF INTEREST AND DISCLOSURE

The award hereunder is subject to the provisions of Chapters 24 and 112, Florida Statutes. If any officer, director, employee or agent of Proposer is also an officer or an employee of Miami Springs, proposer must so state in its proposal. All Proposers must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in Proposer's firm or any of its branches or affiliates. All Proposers must also disclose the name of any employee, agent, lobbyist, previous employee of the City, or other person, who has received or will receive compensation of any kind, or who has or is required to register under Section 112.311, Florida statutes, in seeking to influence the actions of the City in connection with this procurement.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Miami Springs Purchasing Ordinance.

Name	Relationship
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City will interpret this to mean that no such relationship exists.

N/A

DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:
After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to 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 (3) years. The City Manager shall also have the authority to suspend a contractor 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 Council.

(b) 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 non-responsibility. 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; or

7. Any other cause judged by the City Manager to be so serious and compelling as to affect the 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).

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 set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Name: KEMMACHE SMITH

Title: President Signature:

Date: 7/30/2019

PROPOSER'S CERTIFICATION

I have carefully examined the RFP, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Miami Springs or any other Proposer is interested in said RFP; and that the undersigned executed this Proposers Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposal on leases of real property to public entity, may not be awarded or perform work as a F & B, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

HRS Mgmt
Name of Business

By
Signature
Kenneth HRS Mgmt Rivera
Name and Title, Typed or Printed

Sworn to and subscribed before me
this 30th day of July, 2019

1450 Ludlam Dr
Mailing Address
Miami Springs
City, State and Zip Code
FL 33166
Telephone Number

Erika Santamaria
Notary Public

STATE OF Florida

ERIKA SANTAMARIA
MY COMMISSION # FF 905924
EXPIRES: December 1, 2019
Bonded Thru Notary Public Underwriters

12/1/19
My Commission Expires

CERTIFICATE OF AUTHORITY
(IF CORPORATION)

STATE OF Florida)

) SS:

COUNTY OF Miami-Dade

I HEREBY CERTIFY that a meeting of the Board of Directors of the

HRS Mgmt

_____ a Corporation existing under the laws of the State of FL, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, 05/10, 2019, to the City of Miami Springs and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 05, day of 05/10, 2019.

Secretary: _____

(SEAL)

CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)

N/A

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____

_____ a Partnership existing under the laws of the State of _____, held on_____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ , as_____ of the Partnership, be and is hereby authorized to execute the Proposal dated,_____ 20_____ , to the City of Miami Springs and this Partnership and that their execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

CERTIFICATE OF AUTHORITY
IF JOINT VENTURE

N/A

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the_____
_____ a corporation existing under the laws of the State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Joint Venture be and is hereby authorized to execute the Proposal dated, _____ 20____, to the City of Miami Springs official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this_____, day of _____, 20_____.

Secretary: _____

(SEAL)

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

We, as F&B Operators for the City of Miami Springs, hereby acknowledge and agree that we have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Miami Springs, against any and all liability, claims, damages losses and expenses they may incur due to our failure to comply with such act or regulation.

PROPOSER

ATTEST

BY: _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

I, Kemmache Samir President,
(Individual's Name) / (Title)

of the HRS Mgmt, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under Section 2 sub-section 30 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

7/30/19
Date

NO CONTINGENCY AFFIDAVIT

State of Florida)
) SS
County of Miami-Dade)

BEFORE ME, the undersigned authority, personally appeared KEMMACHE, who, after being duly sworn, deposes and states that all of the facts herein are true:

(1) He/She/They is/are President (Owner, Partner, Officer, Representative or Agent) of HRS Mgmt, the BIDDER that has submitted the attached Bid;

(2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Miami Springs awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and

(3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By: _____
Print Name: KEMMACHE

SWORN TO AND SUBSCRIBED before me this 30th day of July, 2019 by Smail Kemmache, who is personally known to me or has produced, FLDL S540-500-57-140-0, as identification.

_____
Notary Public
State of Florida at Large

My Commission Expires: 12/1/2019
My Commission Number: FF 905924

ERIKA SANTAMARIA
MY COMMISSION # FF 905924
EXPIRES: December 1, 2019
Bonded Thru Notary Public Underwriters

SCHEDULE TO BENEFICIAL INTERESTS

Proposer is only required to identify those persons owning a five percent (5%) or greater beneficial interest in the RFP responding entity. If none, so state. Proposer must identify individual interest holders. If, by way of example, Proposer is wholly or partially owned by another entity, such as a corporation, Proposer must identify such other entity, its address and percentage interest, as well as such information for the individual interest holders of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
Yasmick K.	1450 Lucklam	30 %
Smith K	1450 Lucklam	70 %

EXHIBIT "B" - INSURANCE REQUIREMENTS

At award time, the successful bidder must procure at minimum the insurance coverage below and furnish to the City a Certificate of Insurance verifying such coverage at all times during this contract period. The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

I. **Commercial General Liability**

Limits of Liability
Bodily Injury & Property Damage Liability

Each Occurrence	$1,000,000
Policy Aggregate	$2,000,000 (Per Job)
Personal and Advertising Injury	$1,000,000
Products/Completed Operations	$1,000,000

City of Miami Springs listed as an additional insured Primary Insurance Clause Endorsement Contingent and Contractual Liability Waiver of Subrogation

II. **Automobile Liability (If Applicable)** $1,000,000

All Owned or Scheduled Autos, including Hired and Non Owned Autos used in connection with the work.

City of Miami Springs listed as an additional insured.

III. **Workers Compensation** – applies to all persons fulfilling duties of this contract.

Statutory Limits- State of Florida as required by section 440, Florida Statutes.
City of Miami Springs listed as an additional insured.

IV. **Liquor Liability coverage**

Limits of Liability

Each Occurrence	$1,000,000

City of Miami Springs listed as an additional insured.

Coverage may be provided by way of the Commercial General Liability policy utilizing Liquor Liability endorsement CG 2408.

Coverage must remain in force at all times for the duration of the contract. The above policies shall provide the City of Miami Springs with written notice of cancellation or material change from the insurer in accordance to policy provisions. Policies shall provide 10 days' written notice of cancellation, non-renewal or material change in coverage. If insurance policies do not provide such provision, Proposer is responsible to do so.

Only insurance companies authorized by the State to transact business in the State of Florida are acceptable. Insurance companies must be AM Best rated no less than "A", "Class V", or its equivalent.

All policies or certificates of insurance are subject to review and verification and amendment by City Risk Management. Risk Management reserves the right to request coverage clarification and copies of insurance policies.

CITY OF MIAMI SPRINGS

Purchasing Department
201 Westward Drive
Miami Springs, FL 33166-5259
Phone: (305) 805-5035
Fax: (305) 805-5040

Tammy Romero
romerot@miamisprings-fl.gov
Assistant City Manager

AMENDMENT 1
FOR FOOD & BEVERAGE OPERATION SERVICES
AT THE MIAMI SPRINGS GOLF AND COUNTRY CLUB

REQUEST FOR PROPOSALS # 03-18/19

April 15th, 2019

Request for Proposals # 03-18/19, for Food & Beverage Operation Services at the Miami Springs Golf and Country Club is amended as follows:

This addendum is issued to clarify the previously issued request for proposal documents and is hereby made a part of the contract documents. All requirements of the documents not modified herein shall remain in full force and effect as originally set forth.

The following are question(s) and answer(s) from the recommended site visit and pre-bid conference held on Wednesday, April 3rd, 2019.

IMPORTANT NOTES:

Presentations will be required. On Wednesday, May 29th at 6:00PM Council will hear presentations (20 minute presentations and 10 minute Q&A's) from the top 4 ranked respondents. In addition, two alternates will be provided to Council.

Existing Pro Shop and Golf Directors office are being relocated to the old Curtiss Room. These areas once vacated will be available for use by the new operator.

WHEN RESPONDING TO THE ANNUALIZED CONCESSION FEE PAYMENTS ON PAGE 27 (YEARS ONE THROUGH FIVE), THE RESPONDENT SHOULD ONLY PROVDE THE NET AMOUNTS TO BE PAID TO THE CITY PER YEAR (WHICH IS THE AMOUNT LESS ANY SALES TAX), ALTHOUGH IT IS UNDERSTOOD BY THE F&B OPERATOR THAT THEY ARE RESPONSIBLE FOR PAYING SALES TAX WITH EACH OF THEIR MONTHLY PAYMENTS. PAGE 27 FIGURES SHOULD ONLY SHOW THE NET REVENUE TO THE CITY AND SHOULD NOT INCLUDE ANY SALES TAXES. (Example only- Proposed fee for each line (year one etc.) is $5,000.00 each year for a Total revenue (years one through five totaling $25,000.00) $5,000.00 is the annual net amount to the City. Once awarded, the F&B Operator is responsible for paying monthly payments to the City which include sales tax so referring back to our example of the $5,000.00 annual concession fee, this

net is divided into twelve equal payments which makes the net amount payable to the City each month $416.67 plus7% sales tax due in the amount of $29.17 for a total payment each month at $445.84).

1. Question: Could we please review the historical financials of the incumbent concessionaire?

1. Answer: The historical financials are not available as the previous F&B Operator was not required to provide this information.

2. Question: Facility is "As Is", however can you provide status on existing equipment and provide any maintenance history?

2. Answer: Some of the equipment is less than a year and a half old and the kitchen has been pressured cleaned, equipment and hoods have been serviced and inspected recently.

3. Question: Do the windows in the current pro shop open?

3. Answer: No, the windows in the current pro Shop do not open.

4. Question: Is the court yard behind the existing Pro shop available for use for events? Will this space be part of the new operators area to manage?

4. Answer: Yes the court yard behind the existing Pro shop is available for use and should be managed by the new operator.

5. Question: Since the financials are not available for the last operator, would we be able to get copies of amounts previously paid to the City?

5. Answer: Yes, please see attachment A-1 with the projected annual revenues from the last F&B operator.

6. Question: The "Equipment" includes the TV's in the Bar along with the POS system, correct?

6. Answer: Yes, the TV's, POS hardware and the equipment in the kitchen including the glassware, flatware, etc. are included in the "Equipment" for the new operator. The new operator needs to provide the software for the POS system.

7. Question: Has it been considered or would it be possible to segregate the golfing activities from the other activities?

7. Answer: In order for this separation of activities to even be considered by the City, it should be outlined with your Business/ Operational plan when submitting your proposal.

8. Question: Please explain the terms of the contract.

8. Answer: The term of the contract is for a period of five (5) years with an option to extend the agreement for an additional five (5) years, which the City may exercise in its absolute discretion.

9. Question: Can we operate beyond the hours of the Pro Shop hours and we will have access to the property after those hours?

9. Answer: The hours as listed on page 30 of the RFP are the minimum hours the City expects the new operator to be opened for business for the golfers. These minimum hours do not pertain to the Pro Shop which is managed and operated by the City and the new operator will not have access to the Pro Shop.

10. Question: As far as weather, or hurricanes, etc. and the golf course closes down for a period of time, are we still allowed to be operational?

10. Answer: Yes, the new operator may remain open for business even if the golf course closes for a period of time.

11. Question: There are only two kitchens correct?
11. Answer: Correct, there is the small grill room kitchen next to the existing Pro Shop and the large catering kitchen in between the Sports Bar and the banquet room.

12. Question: What is the occupancy of the Sport's Bar area?
12. Answer: The occupancy is 125.

13. Question: Can we tour the facility again on our own time?
13. Answer: The facility will only be open Wednesday, April 3rd for any walk-throughs.

14. Question: We understand that the decision has been made to move the Golf Pro Shop from its existing position to the main entrance of the Country Club. In section 3 of the RFP related to Service Area which reads "(pro-shop to be relocated to Curtiss Room)." We would like to share some thoughts and considerations in relation to this: Traffic difficulties: It will be a continuous source of inconvenience for both the clients of the Golf Course and the special event clients since they will be accessing the building through the same entrance. Can we propose an operational plan that will segregate entrances to the clients of the Golf Course and another entrance for the operation and clients of the event spaces? If possible this will alleviate two concerns: Cleanliness of the Event Area: The golfers will access the facility through the main entrance after playing golf. They may inadvertently leave behind grass, dirt, and mud on rainy days. Liability Hazard: Golfers carrying equipment and bringing in dirt and mud on their shoes can also pose a risk for guests attending special events.

14. Answer: Yes, the new operator can propose a recommendation for these segregated entrances within their Business/ Operational Plan.

15. Question: Dress Code: Can the operator of the facility propose a dress code for the areas to be used by the special events clientele?
15. Answer: Yes, a dress code can be provided however it should clearly distinguish a F&B employee from a City employee.

16. Question: Can the door in the hall that accesses the Grill Room will be closed while the Banquet Facility is not operating?
16. Answer: Doors within the hallways that access the Grill room cannot be closed due to Fire safety requirements however doors leading to the banquet room and offices can be closed at the discretion of the operator. All areas servicing the "Golfers" must remain open and available in order to accommodate for beverage and lunch services. Areas proposed to be closed should be identified in response to your Business/ Operational Plan.

17. Question: As to the minimum operating hours, can those hours of operation be applicable for the Golf areas of the facility and have different hours of operation for the event spaces? Recognizing that we will provide food and beverages during the hours of operation of the Golf areas.
17. Answer: Yes, the hours as listed on page 30 of the RFP are the minimum hours the City expects the new operator to be opened for business for the golfers. The operator can extend those hours however any changes require written approval by the City.

18. Question: Besides the new Pro-Shop space being outside of the RFP, does the City envision any other spaces including offices throughout the facility being outside of the operational scope of the management group? We ask because we will need to have an office for the management team and a separate office for the sales team. Currently there are spaces but during the tour they seemed occupied and we would like to know if they will also be made available to the successful bidder in this contract for those uses? In specific we would be referring to the following: The office in the hallway between the Majestic Room and The Dynasty Room- to be assigned to the Banquet Manager, the office behind the Curtiss Room with 2 desks- to be assigned to Event Coordinators.

18. Answer: The only space anticipated to be used/occupied by the City is the area for the new Pro Shop and a small storage office/closet in the hallway across from the meter room. All other areas and office spaces are available for use by the new operator.

19. Question: Will the successful bidder have access to all the closets in the banquet facility?

19. Answer: Yes, the new operator will have access to all the closets in the banquet facility.

20. Question: Does the City expect the successful bidder to be responsible for the outside gardens?

20. Answer: Yes, the new operator will be responsible for the outside gardens surrounding the facility.

21. Question: Who is responsible for the repair of the sidewalk with red pavers on the pathway in from the parking lot on Curtis Parkway?

21. Answer: The City is responsible for repairs to the sidewalk with red pavers, however if the new operator wishes to make improvements to the sidewalk, it must be paid for and maintained at the expense of the new operator.

22. Question: Who will pay the electricity and water bills, maintenance and cleaning of the Golf Pro-Shop room?

22. Answer: The City is responsible for paying for the electric at the Pro Shop only, in addition to, the water for the cart barn. The City is also responsible for the maintenance and cleaning of the Pro Shop.

The new operator is responsible for opening each of the utility/service accounts in their name and is responsible for paying each of these accounts in a timely manner. The new operator will be responsible for the remainder of the club areas for the following utility/service accounts , but not limited to the following: FPL, Miami Dade County Water and Sewer, Florida City Gas, telephone, cable and internet services, janitorial and alarm services (alarm only is after July 2019- refer to Q&A # 29) (of your choice).

23. Question: Can the City provide, for review, last year's utility bills?

23. Answer: Yes, see attachment A - 2 with the bills from July through December 2018 when the City took over the F&B operation.

24. Question: How is the sprinkler system set up? Is there a well or is it connected to the water & sewer system?

23. Answer: The sprinkler system is on a well.

25. Question: Does the successful bidder have access to the existing surveillance camera system? Can we add more cameras?

25. Answer: The existing surveillance camera system can be viewed by the new operator however will not be shared to allow changes. So therefore requests to view footage should be

made to Paul O'Dell, Golf and Country Club Director. If the new operator chooses, they may add cameras to the existing system at their own expense or they may choose to install additional cameras to be paid for and managed by the new operator. Any additional cameras must be approved prior to being installed.

26. Question: Who will be responsible for the following maintenance and repairs: Air conditioning, the underground Water & Sewer and the roof and building structure?

26. Answer: The responsibility of the Air conditioning, underground Water & Sewer and the roof and building structures are as follows: the city is responsible for the air conditioning unit however the new operator is responsible for the monthly maintenance, Miami-Dade County is responsible for the underground Water & Sewer leading to the facility and the new operator is responsible for the facility repairs/clogs, etc. and the City is responsible for the exterior roof and structure including damages caused by exterior failures, however the new operator is responsible for interior roof tiles and all interior non-structural repairs/damages.

27. Question: Can the City provide a daily count for those clients that use golfing amenities today?

27. Answer: Daily head counts for the Sports Bar and grill are not available. On page 4, section 4 Background, shows the number of rounds played each year since 2014/2015.

28. Question: Who will be the person of contact at the City of Miami Springs once a successful F&B operator is selected?

28. Answer: For the day-to-day operation and coordination, Paul O'Dell, Golf and Country Club Director will be your point of contact however anything beyond day-to-day operation must be directed to William Alonso, City Manager/Finance Director.

29. Question: Are there any current contracts with vendors that we would have to assume? (i.e. equipment leases, beer/alcohol supplier, vending machines, etc.)

29. Answer: Chi Alarms (Alarm monitoring) is the only contract that the new operator will need to assume. This contract expires July 2019 and thereafter the operator may choose another vendor.

All additional bookings to be assumed by the new operator are listed in the Master Booking Calendar which is attachment A - 3.

Additionally, although not a contracted vendor and not an obligation that needs to be assumed, the City does have one contracted wedding scheduled for September 14, 2019 which is already contracted with another caterer.

30. Question: Is the humidor part of the equipment we would be taking over?
If so, would we also be responsible for selling cigars which would require us to obtain a tobacco license?

30. Answer: Yes, the humidor is part of the equipment but is not required to be used. If the new operator wishes to use it for the sale of cigars, they may use the City's tobacco license.

31. Question: We noticed quite a bit of inventory (i.e. food, alcohol, beverages, etc.) would this inventory become property of the winning bidder?

31. Answer: Before the new operator begins their contract, the City will inventory these items and they will be available for purchase.

32. Question: Regarding Janitorial, it is unclear whether the winning bidder is responsible for janitorial for the entire building or just the F&B areas. The club has the pro shop, public bathrooms and common areas not necessarily part of F&B. Please clarify.

32. Answer: The new operator is responsible for janitorial services for the entire building with the exception of the Pro Shop and the small office/closet mentioned in Q&A# 18.

33. Question: Please confirm if we would be responsible for booking the space for catered events and collecting the "venue fee" .

33. Answer: Yes, the new operator is responsible for booking and collecting "venue fees" as this will be you facility to manage and operate with the exception for the Pro Shop.

34. Question: Do you set the venue fee? If so, what is the current venue fee?

34. Answer: No, there is no venue fee once the new operator takes over.

35. Question: Will we have a locked office space where we can allow members of our administrative staff to work?

35. Answer: Yes, please refer Q&A # 16 for locked spaces.

36. Question: Please provide a current menu for the sports bar along with prices.

36. Answer: See attachment A - 4 Legends Bar & Grill menu.

37. Question: I understand you do not have financial information from the previous operator. Please provide what commissions were paid to the City along with the previous commission matrix. This will enable us to back into a number that we can use as a basis. It would be helpful if it could be broken out by sports bar and catered events.

37. Answer: There was no commission matrix for the previous contract. The previous contract was awarded based on the F&B operator who proposed the highest monthly revenue to be paid to the City for use of the space.

38. Question: Please provide your most recent revenue numbers for the sports bar if available. Please include the period those numbers encompass.

38. Answer: These are not available.

39. Question: Page 28 states the City has unlimited use and can bring in another caterer for "specific" golf tournaments in addition to the 10 carve outs. Please provide a list of "specific" golf tournaments you are referring to.

39. Answer: The "specific" golf tournaments are: 1) Stafford Golf Tournament and 2) Li'l Abner Golf Tournament.

40. Question: Can additional "specific" tournaments not on the list be added? if so, how much notice would we receive.

40. Answer: Yes, the City may add additional "specific" golf tournaments to the list and we would provide written notice at least 30 days in advance prior to booking or scheduling any tournament/event. The City intends on working with the new F&B operator to coordinate such events to make sure the date is available.

41. Question: If other caterers are allowed due to the above clauses, would they be allowed to use the following:

a. Our kitchen
b. Equipment
c. Small wares
d. China, glassware, flatware

41. Answer: Other caterers would not have use of any of the above. They would be required to be a self-sustained caterer by providing their own equipment, means of cooking, serving, etc.

42. Question: Who is responsible for breakage if they are allowed to use any of the above?
42. Answer: This is not applicable.

43. Question: I assume if there is another caterer, we would still be operating the sports bar, will it be disruptive to us if we are trying to service the sports bar and another caterer is trying to service the event out of the same kitchen?
43. Answer: This is not applicable as you would remain as the sole person operating the sports bar.

44. Question: How do we control our inventory if there is another caterer using the facility?(i.e. dry goods, food in the refrigerator/freezer)
44. Answer: This is not applicable.

45. Question: Page 29 refers to an "annual concession fee" payable in 12 monthly installments. How much is this fee? or is this part of the commission matrix we need to present to you?
45. Answer: The annual concession fee is to be determined by the proposer. A maximum of 45 points will be assigned to the largest concession fee proposed to the City. Each other proposer shall receive a proportionate reduction in points based on the concession fee proposed from the highest to the lowest amount proposed.

46. Question: Page 30 states the staff must wear a logoed shirt along with other uniform requirements. Whose logo is to be on the shirt, the City logo or the winning bidder's logo? If the city's can we have a shirt with both the city and ours?
46. Answer: The logo for the staff should be the new operators logo.

47. Question: Page 36 states we are responsible for utilities cost which is understandable. Can you please provide the average utility expenditures for the past 12 months? Will the city give a utilities concession for their share of utilities? (i.e. pro shop, administrative offices, etc.)
47. Answer: The City will pay for electric at the Pro Shop only, and the water for the cart barn and golf course grounds. See attachment A - 2 copies of the FPL, Miami-Dade County Water and Sewer and the Florida City Gas bills from July through December of 2018 when the City took over the F&B Operation.

48. Question: Will we be allowed to have beverage/snack carts on the golf course?
48. Answer: The City currently operates the Beverage and snack cart. If you wish to operate the cart service, please indicate this within your Business/ Operational plan and the City may consider allowing the new operator to gain control if it is in the City's best interest.

49. Question: I do not recall if there are vending machines on the premises. If so, are we responsible for those? If not, can we install vending machines as part of our revenue stream?
49. Answer: There are no vending machines on the premises. Yes, vending machines can be installed by the new operator however must have written approval by the City for locations prior to them being installed.

50. Question: Is there and may we have access to a more detailed blueprint than the one provided in the published RFP?

50. Answer: Blueprints can be viewed through a public records request at the Building Department.

51. Question: Can the City provide a full list of equipment at the facility available to the proposers.

51. Answer: See attachment A - 5 list of equipment at the facility.

52. Question: Can the City provide a full list of small wares available to the proposers.

52. Answer: The City does not have such a list however, the banquet has enough flatware, glassware, etc. to serve 225 people.

53. Question: In the City Chambers it was noted that concession fees from the previous bidder could be provided. May we receive these please?

53. Answer: Yes, please see attachment A -1 Revenue fees from previous bidder.

54. Question: What areas of the facility will the City of Miami Springs retain access to and control over?

54. Answer: The City's Police department will have access to everything for emergency purposes. The control of the facility will be under the direction of the new operator with the exception of the Pro Shop.

55. Question: Will the proposer operate the beverage cart?

55. Answer: No, the operation of the beverage cart will remain under the City's control unless it is in the best interest of the City to allow the new operator to gain control of the cart services. Please also refer to Q&A# 48

56. Question: What is expected to be sold on the beverage cart?

56. Answer: The cart currently has smaller items such as pre-packaged sandwiches, chips, sodas beer and liquor.

57. Question: Is this City of Miami Springs facility ADA compliant and does the City Indemnify the winning bidder for same?

57. Answer: No, however as modifications/ renovations made are required to become ADA compliant.

58. Question: If facility is not ADA compliant, does the City of Miami Springs anticipate winning bidder to pay for ADA compliance issues?

58. Answer: No, the City will address these ADA compliance items.

59. Question: Please clarify item #4 on page 34 as to responsibility for certain equipment and the parameters for same or an example of that responsibility? Ie: are there cast iron pipes as part of the structure?

59. Answer: Page 34 item #4 seems to be self explanatory, however for further clarification please refer to Q&A # 26.

60. Question: Are there "city facility" carve outs for indemnification relating to #10 above and are there any parts of the facility that the winning bidder doesn't need to indemnify on?

60. Answer: The Pro Shop is the only area that the new operator does not have to indemnify.

61. Question: Is there a consideration for the winning proposer to recoup capital invested on facility improvements (ie: rent abatement, etc)?

61. Answer: No, improvements will be made at the operator's discretion.

62. Question: What happens in event of Section 29.2 termination for convenience as it relates to payment provisions of the Contract and winning bidders capital investment? What are the payment provisions of the Contract?

62. Answer: The Termination for Convenience clause is drafted in contracts as language which is most favorable to the City. During negotiations of the agreement with the winning bidder this clause can be discussed and possibly eliminated from the agreement based on the strength of their proposal.

63. Question: Will there be consideration of a reciprocal 5 year option to renew? See Section 3, Page 23, Para.1

63. Answer: The term of the contract is for a period of five (5) years with an option to extend the agreement for an additional five (5) years, which the City may exercise in its absolute discretion. Also refer to Q&A # 8.

64. Question: If the City shall have the use of the facility for organized golf tournaments and other events and the City reserves the right to host unlimited golf tournaments and up to ten (10) events/programs sponsored or operated by the City each year - does the proposer then receive compensation/setoff for the use of the facility?

64. Answer: No there will not be any compensation or offset of costs. The City will ask the new operator to host these events however we will have "First Right of Refusal", should it be in the best interest of the City, to use an alternate caterer. Also please refer to Q&A # 39 and # 40.

65. Question: As this is an "as-is" proposal will Inspections be permitted as to the conditions of the facility prior to submissions?

65. Answer: The facility is "As-is". As mentioned in the Pre-bid conference all the equipment is working and has been maintained within recent months. Additionally, it was made clear at the Pre-bid meeting that the only day for walkthroughs was April 3rd so no further inspections will be permitted.

66. Question: When was the last building certification completed? Was a report issued and what were the findings?

66. Answer: The last building certification was a 60 year building recertification which was completed in 2017. The only finding was to provide illumination as required for parking and roadway lighting which did not comply with Miami Dade County code section 8c-3.

67. Question: Please clarify the revenue sales tax payments? See Page 25, item 11; see also page 27, item 9?

67. Answer: In response to the RFP, the respondent is to provide to the City on page 27 the annual concession fee amount they anticipate paying the City for use of the facility. This fee is to be paid on a monthly basis and is subjected to sales tax. Please refer to Important Notes above for further explanations and example.

68. Question: May we have a copy of the existing "Master Booking Calendar" for history and expected immediate events that may be scheduled?

68. Answer: Yes, see attachment A - 3 Master Booking Calendar Log.

69. Question: Does the City have any bans on materials used in the F&B Operations? (ie: Miami-Dade County PROS bans styrofoam and Coral Gables bans plastic bags)

69. Answer: There are no bans on materials to be used in the F&B Operation.

70. Question: Page 30: do City events take precedence over Master Booking Calendar?

70. Answer: No, we will work with the new operator to coordinate available dates for all tournaments/events however once a date is confirmed and the event is booked in the Master Booking Calendar then the City's event does take precedence and that date is no longer available for others.

71. Question: What is the scope of responsibility for janitorial services?

71. Answer: Refer to Q&A # 32.

72. Question: Please define what is a "special event or promotion" as referenced on Page 31 of the RFP wherein it states "Proposer shall not conduct special events or promotions of any kind within the Golf and Country Club unless prior written approval by the City of Miami Springs has been provided." ie: Cinco de Mayo, St. Patrick's Day, a Make a Wish or other charity fundraisers, etc.?

72. Answer: The new operator has complete control over special events and promotions that are conducted within the F&B Operation area, however should a larger than normal event be booked that would require extensive parking, coordination, etc. the F&B Operator should notify the City of such events.

73. Question: Please provide list of potential disqualifying offenses referenced on Page 31.

73. Answer: Please refer to page 39, section 17. Default by Proposer for a list of potential offenses.

74. Question: Please provide the utilities that proposer will be responsible for and history of charges that are specific to F&B Operation.

74. Answer: Please refer to Q&A # 22 and # 47.

75. Question: Is there natural gas or propane provided in the facility?

75. Answer: The facility has natural gas.

76. Question: Please provide the current hard costs for regular and ongoing maintenance (ie: janitorial, interior maintenance and repair, garbage disposal, pest control, etc) for items referenced in Page 33, Section 3.

76. Answer: Copies of general utilities has been provided, see attachment A - 2 however, per Q&A # 22 the new operator is responsible for opening each of the utility/service accounts in their name and is responsible for paying each of these accounts in a timely manner.

77. Question: Will there be allowances for signage that the winning proposer will be able to erect/display to support the marketing of the facility, winning proposer and/or F&B Operations?

77. Answer: No allowances for signage will be made. Please refer to page 36, section # 8. Signage for additional information regarding signage.

79. Question: Page 28, How does the City work with facility and winning proposer to ensure that the anticipated "unlimited golf tournaments" and "10 events/programs" are coordinated/scheduled so as not to interfere with other significant events (ie: world cup soccer, Super Bowl, World Series)?

79. Answer: Please refer to Q &A # 40 and # 64.

C. Experience/Qualifications

1. Proposals must contain evidence of F & B Operator's experience and qualifications. F & B Operator shall submit:
   a) A detailed summary of the F & B Operator's experience in the field of Food & Beverage services. Operator shall provide evidence of a **minimum of three (3) years experience within the last five (5) years** in the successful management and/or operation of a similar revenue-generating public or private Food & Beverage Operation of equivalent size or larger as described herein.
   b) Verifiable business references (**minimum three (3) references**) demonstrating F & B Operator's experience in the operation, management and provision of services of a similar nature within Miami Dade County. References must include (i) names, (ii) addresses, (iii) telephone numbers, (iv) dates of operation, (v) a contact person and (vi) email address.

D. Revenue Proposal

Although revenue payments and applicable sales taxes are to be paid to the City on a monthly basis during the term of any agreement between the City and the successful proposer, the proposer herein submits its revenue proposal for the **five (5) years** of the proposed agreement on an annualized basis, as follows;

i) **Annualized** Revenue Payments to City: (SEE C.- REVENUE PROPOSAL)	Year One	$ 48.000,00 + applicable sales taxes
	Year Two	$ 102.000,00 + applicable sales taxes
	Year Three	$ 108.000,00 + applicable sales taxes
	Year Four	$ 114.000,00 + applicable sales taxes
	Year Five	$ 120.000,00+ applicable sales taxes

It is to be understood and agreed that the City will not consider or accept any revenue proposals based upon a percentage of sales received.

E. F & B Operator should provide any additional information, as an attachment hereto, that may be consider pertinent that indicate capabilities of the F & B Operator to operate and manage a Food & Beverage service.

F. If a F & B Operator has comments related to any of the provisions in the RFP and/or the Exhibits, such comments must be disclosed by the Questions and Comments Deadline.

G. Business Information

Each F & B Operator responding to this RFP shall provide a detailed disclosure statement on the Disclosure of Beneficial Interests for identifying the F & B Operator responding and the type of business making the proposal, i.e., Sole-Proprietorship, Partnership, Corporation, LLC or JointVenture. A corporation-to-be-formed or other form of uncreated entities shall not be an acceptable F & B Operator. The Disclosure of Beneficial Interests should identify all the individual owners of five percent (5%) or more of the proposed F & B Operator and/or any entities owning any portion of the proposed F & B Operator.

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MIAMI SPGS CITY OF
C/O 001-5706-572-43-01
201 WESTWARD DR
MIAMI SPRINGS FL 33166

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
[redacted]	**$371.43**	**Jul 20 2018**	**$**

Your electric statement

For: Jun 04 2018 to Jul 03 2018 (29 days)
Customer name: MIAMI SPGS CITY OF
Service address: 650 CURTISS PKWY # KITCHEN

Account number: 16068-26327

Statement date: Jul 03 2018
Next meter reading: Aug 02 2018

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
383.44	383.44 CR	0.00	0.00	371.43	**$371.43**	**Jul 20 2018**

Meter reading - Meter KL15783

Current reading	32383
Previous reading	- 28683
kWh used	**3700**

Energy usage

	Last Year	This Year
kWh this month	8693	3700
Service days	33	29
kWh per day	263	127

****The electric service amount includes the following charges:**

Customer charge:	$10.18
Fuel:	$96.61
($0.026110 per kWh)	
Non-fuel:	$231.26
($0.062500 per kWh)	

Amount of your last bill	383.44
Payment received - Thank you	383.44 CR
Balance before new charges	$0.00

New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)

Electric service amount	338.05**	
Storm charge	4.73	
Gross receipts tax	8.79	
Franchise charge	19.86	
Total new charges		$371.43

Total amount you owe **$371.43**

- Payment received after **September 18, 2018** is considered **LATE**; a late payment charge of **1%** will apply.

FPL

Print date: Jul 9 , 2018

Please have your account number ready when contacting FPL.

Customer service:	Summary Bill Coordinator
Outside Florida:	1-800-226-3545
To report power outages:	1-800-4OUTAGE (468-8243)
Hearing/speech impaired:	711 (Relay Service)
Online at:	**www.FPL.com**

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MIAMI SPGS CITY OF
C/O 001-5706-572-43-01
201 WESTWARD DR
MIAMI SPRINGS FL 33166

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
	$388.45	**Aug 20 2018**	**$**

Your electric statement

For: Jul 03 2018 to Aug 02 2018 (30 days)
Customer name: MIAMI SPGS CITY OF
Service address: 650 CURTISS PKWY # KITCHEN

Account number: 16068-26327

Statement date: Aug 02 2018
Next meter reading: Sep 04 2018

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
371.43	371.43 CR	0.00	0.00	388.45	**$388.45**	**Aug 20 2018**

Meter reading - Meter KL15783

Current reading	36382
Previous reading	- 32383
kWh used	**3999**

Energy usage

	Last Year	This Year
kWh this month	7159	3999
Service days	29	30
kWh per day	246	133

****The electric service amount includes the following charges:**

Customer charge:	$10.18
Fuel:	$104.41
($0.026110 per kWh)	
Non-fuel:	$238.78
($0.059710 per kWh)	

Amount of your last bill	371.43
Payment received - Thank you	371.43 CR
Balance before new charges	$0.00

New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)

Electric service amount	353.37**
Storm charge	5.12
Gross receipts tax	9.19
Franchise charge	20.77
Total new charges	$388.45

Total amount you owe **$388.45**

- Payment received after **October 16, 2018** is considered **LATE**; a late payment charge of **1%** will apply.
- The Florida Public Service Commission approved a refund for Hurricane Matthew recovery costs that is included in your August bill. Your credit of $11.16 is included in the non-fuel portion of your bill.

FPL

Print date: Aug 8 , 2018

Please have your account number ready when contacting FPL.

Customer service:	Summary Bill Coordinator
Outside Florida:	1-800-226-3545
To report power outages:	1-800-4OUTAGE (468-8243)
Hearing/speech impaired:	711 (Relay Service)
Online at:	**www.FPL.com**

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MIAMI SPGS CITY OF
C/O 001-5706-572-43-01
201 WESTWARD DR
MIAMI SPRINGS FL 33166

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
	$401.86	**Sep 18 2018**	**$**

Your electric statement

For: Aug 02 2018 to Sep 04 2018 (33 days)
Customer name: MIAMI SPGS CITY OF
Service address: 650 CURTISS PKWY # KITCHEN

Account number: 16068-26327

Statement date: Sep 04 2018
Next meter reading: Oct 03 2018

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
388.45	388.45 CR	0.00	0.00	401.86	**$401.86**	**Sep 18 2018**

Meter reading - Meter KL15783

Current reading	40402
Previous reading	- 36382
kWh used	**4020**

Energy usage

	Last Year	This Year
kWh this month	7363	4020
Service days	30	33
kWh per day	245	121

****The electric service amount includes the following charges:**

Customer charge:	$10.15
Fuel:	$105.77
($0.026310 per kWh)	
Non-fuel:	$250.44
($0.062300 per kWh)	

Amount of your last bill	388.45
Payment received - Thank you	388.45 CR
Balance before new charges	$0.00

New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)

Electric service amount	366.36**
Storm charge	4.50
Gross receipts tax	9.51
Franchise charge	21.49
Total new charges	$401.86

Total amount you owe **$401.86**

- Payment received after **November 19, 2018** is considered **LATE**; a late payment charge of **1%** will apply.

FPL

Print date: Sep 7 , 2018

Please have your account number ready when contacting FPL.

Customer service:	Summary Bill Coordinator
Outside Florida:	1-800-226-3545
To report power outages:	1-800-4OUTAGE (468-8243)
Hearing/speech impaired:	711 (Relay Service)
Online at:	**www.FPL.com**

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MIAMI SPGS CITY OF
C/O 001-5706-572-43-01
201 WESTWARD DR
MIAMI SPRINGS FL 33166

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
	$372.01	Oct 19 2018	$

Your electric statement

Account number: 16068-26327

For: Sep 04 2018 to Oct 03 2018 (29 days)
Customer name: MIAMI SPGS CITY OF
Service address: 650 CURTISS PKWY # KITCHEN

Statement date: Oct 03 2018
Next meter reading: Nov 02 2018

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
401.86	401.86 CR	0.00	0.00	372.01	$372.01	Oct 19 2018

Meter reading - Meter KL15783

Current reading	44115
Previous reading	- 40402
kWh used	**3713**

Energy usage

	Last Year	This Year
kWh this month	6494	3713
Service days	31	29
kWh per day	209	128

****The electric service amount includes the following charges:**

Customer charge:	$10.15
Fuel:	$97.69
($0.026310 per kWh)	
Non-fuel:	$231.32
($0.062300 per kWh)	

Amount of your last bill	401.86
Payment received - Thank you	401.86 CR
Balance before new charges	$0.00

New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)

Electric service amount	339.16**	
Storm charge	4.16	
Gross receipts tax	8.80	
Franchise charge	19.89	
Total new charges		$372.01

Total amount you owe **$372.01**

- Payment received after **December 17, 2018** is considered **LATE**; a late payment charge of **1%** will apply.

Please have your account number ready when contacting FPL.

Customer service:	Summary Bill Coordinator
Outside Florida:	1-800-226-3545
To report power outages:	1-800-4OUTAGE (468-8243)
Hearing/speech impaired:	711 (Relay Service)
Online at:	**www.FPL.com**

FPL

Print date: Oct 8 , 2018

FPL

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MASTER

A E 8 8302 5

MIAMI SPGS CITY OF
C/O 001-5706-572-43-01
201 WESTWARD DR
MIAMI SPRINGS FL 33166

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
	$362.09	**Nov 19 2018**	**$**

Your electric statement

For: Oct 03 2018 to Nov 02 2018 (30 days)
Customer name: MIAMI SPGS CITY OF
Service address: 650 CURTISS PKWY # KITCHEN

Account number: 16068-26327

Statement date: Nov 02 2018
Next meter reading: Dec 03 2018

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
372.01	372.01 CR	0.00	0.00	362.09	**$362.09**	**Nov 19 2018**

Meter reading - Meter KL15783

Current reading	47726
Previous reading	- 44115
kWh used	**3611**

Energy usage

	Last Year	This Year
kWh this month	6101	3611
Service days	30	30
kWh per day	203	120

****The electric service amount includes the following charges:**

Customer charge:	$10.15
Fuel: *($0.026310 per kWh)*	$95.01
Non-fuel: *($0.062300 per kWh)*	$224.96

Amount of your last bill	372.01
Payment received - Thank you	372.01 CR
Balance before new charges	$0.00

New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)

Electric service amount	330.12**
Storm charge	4.04
Gross receipts tax	8.57
Franchise charge	19.36
Total new charges	$362.09

Total amount you owe **$362.09**

- Payment received after **January 22, 2019** is considered **LATE**; a late payment charge of **1%** will apply.

FPL

Print date: Nov 6 , 2018

Please have your account number ready when contacting FPL.

Customer service:	Summary Bill Coordinator
Outside Florida:	1-800-226-3545
To report power outages:	1-800-4OUTAGE (468-8243)
Hearing/speech impaired:	711 (Relay Service)
Online at:	**www.FPL.com**

FPL.

9 500024 / 3* SEND SUMMARY BILL MASTER COUPON ONLY*

Please request changes on the back.
Notes on the front will not be detected.

MASTER

A E 8 8302 9

MIAMI SPGS CITY OF
C/O 001-5706-572-43-01
201 WESTWARD DR
MIAMI SPRINGS FL 33166

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
	$327.97	**Dec 17 2018**	**$**

Your electric statement

Account number: 16068-26327

For: Nov 02 2018 to Dec 03 2018 (31 days)
Customer name: MIAMI SPGS CITY OF
Service address: 650 CURTISS PKWY # KITCHEN

Statement date: Dec 03 2018
Next meter reading: Jan 03 2019

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
362.09	362.09 CR	0.00	0.00	327.97	**$327.97**	**Dec 17 2018**

Meter reading - Meter KL15783

Current reading	50986
Previous reading	- 47726
kWh used	**3260**

Energy usage

	Last Year	This Year
kWh this month	6016	3260
Service days	32	31
kWh per day	188	105

****The electric service amount includes the following charges:**

Customer charge:	$10.15
Fuel:	$85.77
($0.026310 per kWh)	
Non-fuel:	$203.10
($0.062300 per kWh)	

Amount of your last bill		362.09
Payment received - Thank you		362.09 CR
Balance before new charges		$0.00
New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)		
Electric service amount	299.02**	
Storm charge	3.65	
Gross receipts tax	7.76	
Franchise charge	17.54	
Total new charges		$327.97
Total amount you owe		**$327.97**

- Payment received after **February 15, 2019** is considered **LATE**; a late payment charge of **1%** will apply.

Please have your account number ready when contacting FPL.

Customer service:	Summary Bill Coordinator
Outside Florida:	1-800-226-3545
To report power outages:	1-800-4OUTAGE (468-8243)
Hearing/speech impaired:	711 (Relay Service)
Online at:	**www.FPL.com**

FPL.

Print date: Dec 6 , 2018

FPL

9 500024 / 3* SEND SUMMARY BILL MASTER COUPON ONLY*

Please request changes on the back.
Notes on the front will not be detected.

MASTER

A E 4,8 8302 0

MIAMI SPGS CITY OF
C/O 001-5706-572-43-01
201 WESTWARD DR
MIAMI SPRINGS FL 33166

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
	$286.11	**Jan 22 2019**	**$**

Your electric statement

For: Dec 03 2018 to Jan 03 2019 (31 days)
Customer name: MIAMI SPGS CITY OF
Service address: 650 CURTISS PKWY # KITCHEN

Account number: 16068-26327

Statement date: Jan 03 2019
Next meter reading: Feb 02 2019

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
327.97	327.97 CR	0.00	0.00	286.11	**$286.11**	**Jan 22 2019**

Meter reading - Meter KL15783

Current reading	53755
Previous reading	- 50986
kWh used	**2769**

Energy usage

	Last Year	This Year
kWh this month	4587	2769
Service days	30	31
kWh per day	152	89

****The electric service amount includes the following charges:**

Customer charge:	$10.15
Fuel:	$76.09
($0.027480 per kWh)	
Non-fuel:	$174.70
($0.063090 per kWh)	

Amount of your last bill	327.97
Payment received - Thank you	327.97 CR
Balance before new charges	$0.00

New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)

Electric service amount	260.94**
Storm charge	3.10
Gross receipts tax	6.77
Franchise charge	15.30
Total new charges	$286.11

Total amount you owe **$286.11**

- Payment received after **March 18, 2019** is considered **LATE**; a late payment charge of **1%** will apply.

FPL

Print date: Jan 8 , 2019

Please have your account number ready when contacting FPL.

Customer service:	Summary Bill Coordinator
Outside Florida:	1-800-226-3545
To report power outages:	1-800-4OUTAGE (468-8243)
Hearing/speech impaired:	711 (Relay Service)
Online at:	**www.FPL.com**

Miami-Dade Water & Sewer

MIAMI-DADE COUNTY
miamidade.gov/water

Miami-Dade Water and Sewer Department
P O Box 026055
Miami, FL 33102-6055

Name: CITY OF MIAMI SPRINGS
Account Number:
Billing Date: 07/10/2018
Past Due Date: 07/31/2018

Billing Inquiries (hours 8:00 AM - 7:00 PM) 305-665-7477
Report any hazardous conditions to 305-274-9272
Water Conservation Program Information- Call 311

Messages

Go green by enrolling in Paperless Billing and/or Auto Pay. Pay your bill and view your account on-line at www.miamidade.gov/water. To pay by phone using your bank account, call 1-800-565-1800. To use a credit card call 1-800-510-0880.

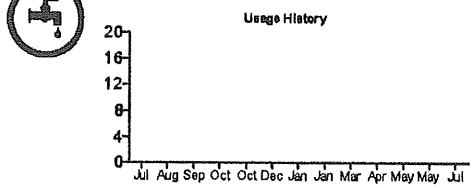
Account Summary

Previous Balance	$ 37.34
Payment Received	-37.34
Current Charges	50.91
Total Account Balance	**$ 50.91**

Service From	Service To	Meter Number	Days of Service	Prior Reading	Current Reading	Consumption in CCF	Consumption in Gallons
05/31/18	07/02/18	08416513	32	89	89	0	0

Service Address: 652X CURTISS PKWY

Water Charges



Water Charges	39.60
City of Miami Springs Surcharge	8.94
Water Charges Subtotal	**$ 48.54**

001-5707-572-43-02

Water Fees and Taxes
Meter Number: 08416513

Utility Service Fee	2.37
Water Fees and Taxes Subtotal	**$ 2.37**

11107507

050000

MIAMI-DADE COUNTY
miamidade.gov/water

Miami-Dade Water and Sewer Department
P O Box 026055
Miami, FL 33102-6055

Name: CITY OF MIAMI SPRINGS
Account Number:
Billing Date: 08/09/2018
Past Due Date: 08/30/2018

Billing Inquiries (hours 8:00 AM - 7:00 PM) 305-665-7477
Report any hazardous conditions to 305-274-9272
Water Conservation Program Information- Call 311

Messages

Go green by enrolling in Paperless Billing and/or Auto Pay. Pay your bill and view your account on-line at www.miamidade.gov/water. To pay by phone using your bank account, call 1-800-565-1800. To use a credit card call 1-800-510-0880.

Account Summary

Previous Balance	$ 50.91
Payment Received	-50.91
Current Charges	50.91
Total Account Balance	**$ 50.91**

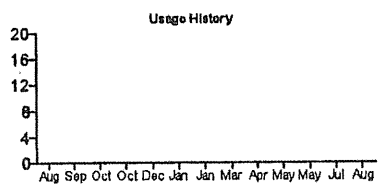
000028

Service From	Service To	Meter Number	Days of Service	Prior Reading	Current Reading	Consumption in CCF	Consumption in Gallons
07/02/18	08/01/18	08416513	30	89	89	0	0

11106065

Service Address: 652X CURTISS PKWY

Water Charges



Water Charges	39.60
City of Miami Springs Surcharge	8.94
Water Charges Subtotal	**$ 48.54**

001-5707-572-43-02

Water Fees and Taxes
Meter Number: 08416513

Utility Service Fee	2.37
Water Fees and Taxes Subtotal	**$ 2.37**

MIAMI-DADE COUNTY
miamidade.gov/water

Miami-Dade Water and Sewer Department
P O Box 026055
Miami, FL 33102-6055

Name: CITY OF MIAMI SPRINGS
Account Number:
Billing Date: 09/11/2018
Past Due Date: 10/02/2018

Billing Inquiries (hours 8:00 AM - 7:00 PM) 305-665-7477
Report any hazardous conditions to 305-274-9272
Water Conservation Program Information- Call 311

Messages

Go green by enrolling in Paperless Billing and/or Auto Pay. Pay your bill and view your account on-line at www.miamidade.gov/water. To pay by phone using your bank account, call 1-800-565-1800. To use a credit card call 1-800-510-0880.

Account Summary

Previous Balance	$ 50.91
Payment Received	-50.91
Current Charges	50.91
Total Account Balance	**$ 50.91**

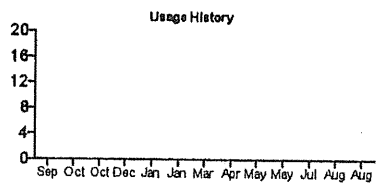
000060

Service From	Service To	Meter Number	Days of Service	Prior Reading	Current Reading	Consumption in CCF	Consumption in Gallons
08/01/18	08/29/18	08416513	28	89	89	0	0

11108097

Service Address: 652X CURTISS PKWY

Water Charges



Water Charges	39.60
City of Miami Springs Surcharge	8.94
Water Charges Subtotal	**$ 48.54**

001-5707-572-43-02

Water Fees and Taxes
Meter Number: 08416513

Utility Service Fee	2.37
Water Fees and Taxes Subtotal	**$ 2.37**

For more information see back of bill
Return this portion with Payment
Miami-Dade Water and Sewer Department
P O Box 026055
Miami, Fl. 33102-6055

BICMSPG1

Account Number	Past Due Date	Amount Due (US $)		Amount Enclosed
2224000000	10/02/2018	$ 60.91	Thank you for your prompt payment	50.91

- Payment in US funds must be received by the past due date to avoid discontinuance of service. A 10% late charge will be assessed if payment is not received by the past due date
- ☐ Check box for address change. Please print changes on reverse side.

- Pay by phone or Online:
  1-800-565-1800 checking/savings
  1-800-510-0880 credit card www.miamidade.gov/water

CITY OF MIAMI SPRINGS
ATTN ACCOUNTS PAYABLE
201 WESTWARD DR
MIAMI SPRINGS FL 33166-5259

22240000004 0000000000005091

MIAMI-DADE COUNTY
miamidade.gov/water

Miami-Dade Water and Sewer Department
P O Box 026055
Miami, FL 33102-6055

Name: CITY OF MIAMI SPRINGS
Account Number:
Billing Date: 10/11/2018
Past Due Date: 11/01/2018

Billing Inquiries (hours 8:00 AM - 7:00 PM) 305-665-7477
Report any hazardous conditions to 305-274-9272
Water Conservation Program Information- Call 311

Messages

Go green by enrolling in Paperless Billing and/or Auto Pay. Pay your bill and view your account on-line at www.miamidade.gov/water. To pay by phone using your bank account, call 1-800-565-1800. To use a credit card call 1-800-510-0880.

Account Summary

Previous Balance	$ 50.91
Payment Received	-50.91
Current Charges	50.91
Total Account Balance	**$ 50.91**

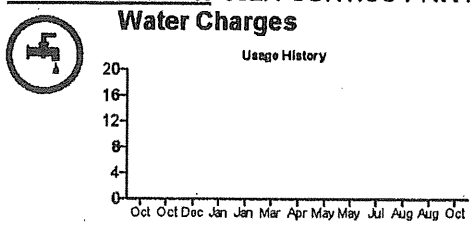
000053

Service From	Service To	Meter Number	Days of Service	Prior Reading	Current Reading	Consumption in CCF	Consumption in Gallons
08/29/18	10/02/18	08416513	34	89	89 Est	0	0

11101974

Service Address: 652X CURTISS PKWY

Water Charges



Water Charges	39.60
City of Miami Springs Surcharge	8.94
Water Charges Subtotal	**$ 48.54**

001-5707-572-43-02

Water Fees and Taxes
Meter Number: 08416513

Utility Service Fee	2.37
Water Fees and Taxes Subtotal	**$ 2.37**

MIAMI-DADE COUNTY
miamidade.gov/water

Miami-Dade Water and Sewer Department
P O Box 026055
Miami, FL 33102-6055

Name: CITY OF MIAMI SPRINGS
Account Number:
Billing Date: 11/07/2018
Past Due Date: 11/28/2018

Billing Inquiries (hours 8:00 AM - 7:00 PM) 305-665-7477
Report any hazardous conditions to 305-274-9272
Water Conservation Program Information- Call 311

Messages

Go green by enrolling in Paperless Billing and/or Auto Pay. Pay your bill and view your account on-line at www.miamidade.gov/water. To pay by phone using your bank account, call 1-800-565-1800. To use a credit card call 1-800-510-0880.

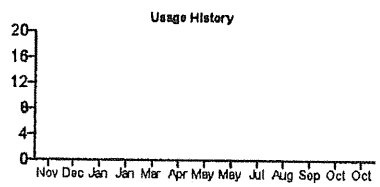
Account Summary

Previous Balance	$ 50.91
Payment Received	-50.91
Current Charges	50.91
Total Account Balance	**$ 50.91**

Service From	Service To	Meter Number	Days of Service	Prior Reading	Current Reading	Consumption in CCF	Consumption in Gallons
10/02/18	10/30/18	08416535	28	47	47	0	0

Service Address: 642X CURTISS PKWY

Water Charges



Water Charges	39.60
City of Miami Springs Surcharge	8.94
Water Charges Subtotal	**$ 48.54**

001-5701-572-43-02

Water Fees and Taxes
Meter Number: 08416535

Utility Service Fee	2.37
Water Fees and Taxes Subtotal	**$ 2.37**

11125757

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MIAMI-DADE COUNTY
miamidade.gov/water

Miami-Dade Water and Sewer Department
P O Box 026055
Miami, FL 33102-6055

Name: CITY OF MIAMI SPRINGS
Account Number: [redacted]
Billing Date: 01/09/2019
Past Due Date: 01/30/2019

Billing Inquiries (hours 8:00 AM - 7:00 PM) 305-665-7477
Report any hazardous conditions to 305-274-9272
Water Conservation Program Information- Call 311

Messages

Go green by enrolling in Paperless Billing and/or Auto Pay. Pay your bill and view your account on-line at www.miamidade.gov/water. To pay by phone using your bank account, call 1-800-565-1800. To use a credit card call 1-800-510-0880.

Account Summary

Previous Balance	$ 50.91
Current Charges	50.91
Total Account Balance	**$ 101.82**

Unpaid Balance Due Immediately	50.91

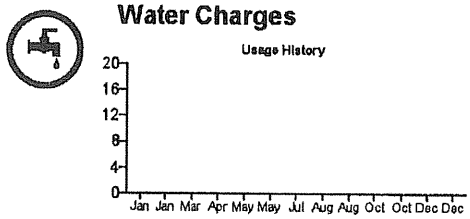
000041

Service From	Service To	Meter Number	Days of Service	Prior Reading	Current Reading	Consumption in CCF	Consumption in Gallons
12/04/18	12/31/18	08416513	27	89	89	0	0

11107031

Service Address: 652X CURTISS PKWY

Water Charges



Water Charges	39.60
City of Miami Springs Surcharge	8.94
Water Charges Subtotal	**$ 48.54**

001-5707-572-43-02

Water Fees and Taxes
Meter Number: 08416513

Utility Service Fee	2.37
Water Fees and Taxes Subtotal	**$ 2.37**

Florida City Gas

City of Miami Springs-Golf and Coun
650 Curtis Pky
Miami Springs FL 33166

Florida City Gas

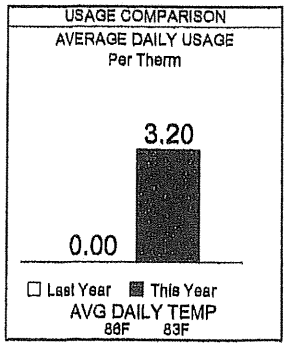
P.O. BOX 4569
Location 6250
Atlanta, GA 30302-4569

Billing Date	Account Number	Next Reading Date	Billing Type
Sep 18, 2018		Oct 16, 2018	FCGS1C Utility Commercial No Heat

Total Current Charges - Utility	$362.17
Total Account Balance	**$362.17**

Detailed Current Charges - Utility
FCG - General Service 1 Commercial
Svc Add: 650 Curtis Pky, Miami Springs
Charges 08/03/2018 - 09/16/2018

Basic Service Charge	$37.50
Energy Charges: 145.90 Therms @ 0.425630	$62.10
Gas Cost: 145.90 Therms @ $0.51	$74.41
Utility Tax	$10.97
Franchise Tax	$10.44
Gross Receipts Tax	$3.59
Surtax	$1.88
State Sales Tax	$11.28
Connect Charge 08/04/2018	$150.00
Total Current Charges - Utility	**$362.17**



Billing Inquiries? Call: 1-800-993-7546

Florida City Gas is now part of NextEra Energy. There is no change to your customer account. FCG will continue to provide you with safe and reliable natural gas service. floridacitygas.com.

Please Pay This Amount
By Oct 09, 2018
$362.17

Billing Period and Meter Readings

Meter Number	Type of Reading	Billing Period		Days	Reading Old	Reading New	Gas Used (CCF)		Meter Multiplier		Therm Factor		Therms Billed
3241513	Actual	07/26	09/17	53	24590	24728	138	X	1.0000	X	1.05725	=	145.9

Late Charge Reminder: Any balance not paid by Oct 09, 2018 will be subject to a Late Payment Charge of $5.00 or 1.5%, whichever is greater.

APPROVED BY LCB

APPROVED AMOUNT $ 362.17

DATE 9-26-2018

CODE 001-5707-572-3100

dy

PRT To Report a Gas Leak (24hr.) call 1-888-352-5325 floridacitygas.com

If paying by mail, return the portion below with your check or money order payable to Florida City Gas.

City of Miami Springs-Golf and Coun
650 Curtis Pky
Miami Springs FL 33166

Florida City Gas

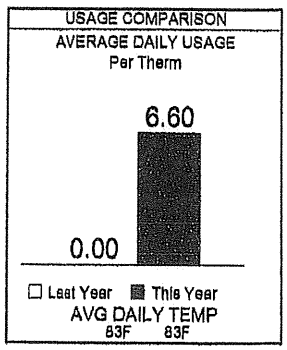
P.O. BOX 4569
Location 6250
Atlanta, GA 30302-4569

Billing Date	Account Number	Next Reading Date	Billing Type
Oct 18, 2018		Nov 14, 2018	FCGS1C Utility Commercial No Heat

Previous Account Balance	$362.17
Payment Received 10/02/2018 - Thank you!	$362.17 CR
Total Current Charges - Utility	$241.42
Total Account Balance	**$241.42**

Detailed Current Charges - Utility
FCG - General Service 1 Commercial
Svc Add: 650 Curtis Pky, Miami Springs
Charges 09/17/2018 - 10/14/2018

Basic Service Charge	$25.00
Energy Charges: 185.20 Therms @ 0.425590	$78.82
Gas Cost: 185.20 Therms @ $0.51	$94.45
Utility Tax	$11.66
Franchise Tax	$11.90
Gross Receipts Tax	$4.56
Surtax	$2.15
State Sales Tax	$12.88
Total Current Charges - Utility	**$241.42**



Billing Inquiries? Call: 1-800-993-7546

Florida City Gas is now part of NextEra Energy. There is no change to your customer account. FCG will continue to provide you with safe and reliable natural gas service. floridacitygas.com.

Please Pay This Amount
By Nov 08, 2018
$241.42

Billing Period and Meter Readings

Meter Number	Type of Reading	Billing Period		Days	Reading Old	Reading New	Gas Used (CCF)		Meter Multiplier		Therm Factor		Therms Billed
3241513	Actual	09/17	10/15	28	24728	24903	175	X	1.0000	X	1.05829	=	185.2

Late Charge Reminder: Any balance not paid by Nov 08, 2018 will be subject to a Late Payment Charge of $5.00 or 1.5%, whichever is greater.

APPROVED BY Pus

APPROVED AMOUNT $ 241.42

DATE 10-29-2018

CODE 001-5707-572-3400

To Report a Gas Leak (24hr) call 1-888-352-5325 floridacitygas.com

If paying by mail, return the portion below with your check or money order payable to Florida City Gas.

1906

City of Miami Springs-Golf and Coun
650 Curtis Pky
Miami Springs FL 33166

Florida City Gas

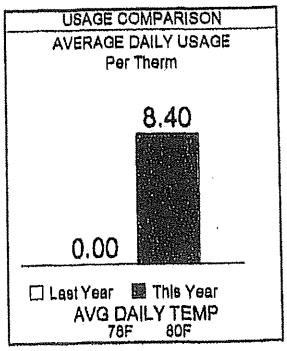
P.O. BOX 4569
Location 6250
Atlanta, GA 30302-4569

Billing Date	Account Number	Next Reading Date	Billing Type
Nov 16, 2018	[redacted]	Dec 14, 2018	FCGS1C Utility Commercial No Heat

Previous Account Balance	$241.42
Payment Received 11/13/2018 - Thank you!	$241.42 CR
Total Current Charges - Utility	$327.05
Total Account Balance	**$327.05**

Detailed Current Charges - Utility
FCG - General Service 1 Commercial
Svc Add: 650 Curtis Pky, Miami Springs
Charges 10/15/2018 - 11/14/2018

Basic Service Charge	$25.00
Energy Charges: 260.50 Therms @ 0.425640	$110.88
Gas Cost: 260.50 Therms @ $0.51	$132.86
Utility Tax	$15.39
Franchise Tax	$16.12
Gross Receipts Tax	$6.41
Surtax	$2.91
State Sales Tax	$17.48
Total Current Charges - Utility	**$327.05**



Billing Inquiries? Call: 1-800-993-7546

Please Pay This Amount
By Dec 10, 2018
$327.05

Billing Period and Meter Readings

Meter Number	Type of Reading	Billing Period		Days	Reading Old	Reading New	Gas Used (CCF)		Meter Multiplier		Therm Factor		Therms Billed
3241513	Actual	10/15	11/15	31	24903	25149	246	X	1.0000	X	1.05894	=	260.5

Late Charge Reminder: Any balance not paid by Dec 10, 2018 will be subject to a Late Payment Charge of $5.00 or 1.5%, whichever is greater.

APPROVED BY FOB

APPROVED AMOUNT $ 327.05

DATE 11-26-2018

CODE 001-5707-572-3100

PRT

To Report a Gas Leak (24hr.) call 1-888-352-5325 floridacitygas.com

If paying by mail, return the portion below with your check or money order payable to Florida City Gas.

City of Miami Springs-Golf and Coun
650 Curtis Pky
Miami Springs FL 33166

Florida City Gas

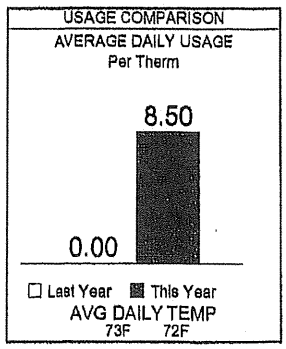
P.O. BOX 4569
Location 6250
Atlanta, GA 30302-4569

Billing Date	Account Number	Next Reading Date	Billing Type
Dec 17, 2018		Jan 15, 2019	FCGS1C Utility Commercial No Heat

Previous Account Balance	$327.05
Payment Received 12/11/2018 - Thank you!	$327.05 CR
Total Current Charges - Utility	$312.03
Total Account Balance	**$312.03**

Detailed Current Charges - Utility
FCG - General Service 1 Commercial
Svc Add: 650 Curtis Pky, Miami Springs
Charges 11/15/2018 - 12/13/2018

Basic Service Charge	$25.00
Energy Charges: 247.00 Therms @ 0.425630	$105.13
Gas Cost: 247.00 Therms @ $0.51	$125.97
Utility Tax	$14.72
Franchise Tax	$15.37
Gross Receipts Tax	$6.39
Surtax	$2.78
State Sales Tax	$16.67
Total Current Charges - Utility	**$312.03**



Billing Inquiries? Call: 1-800-993-7546

The 2019 SAFE Program surcharge was approved by the Florida Public Service Commission and is effective for meter readings on or after Jan. 1, 2019. Visit: floridacitygas.com/rates-and-tariff.

Please Pay This Amount
By Jan 07, 2019
$312.03

Billing Period and Meter Readings

Meter Number	Type of Reading	Billing Period		Days	Reading Old	Reading New	Gas Used (CCF)		Meter Multiplier		Therm Factor		Therms Billed
3241513	Actual	11/15	12/14	29	25149	25382	233	X	1.0000	X	1.06009	=	247.0

Late Charge Reminder: Any balance not paid by Jan 07, 2019 will be subject to a Late Payment Charge of $5.00 or 1.5%, whichever is greater.

APPROVED BY SBS

APPROVED AMOUNT $ 312.03

DATE 1-7-2019

CODE 001-5707-572-3100

PRT

To Report a Gas Leak (24hr.) call 1-888-352-5325 floridacitygas.com

If paying by mail, return the portion below with your check or money order payable to Florida City Gas.

City of Miami Springs-Golf and Coun
650 Curtis Pky
Miami Springs FL 33166

Florida City Gas

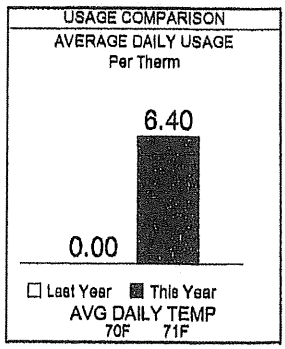
P.O. BOX 4569
Location 6250
Atlanta, GA 30302-4569

Billing Date	Account Number	Next Reading Date	Billing Type
Jan 16, 2019		Feb 14, 2019	FCGS1C Utility Commercial No Heat

Previous Account Balance	$312.03
Late Payment Charge 01/16/2019	$5.00
Total Current Charges - Utility	$268.55
Total Account Balance	**$585.58**

Detailed Current Charges - Utility
FCG - General Service 1 Commercial
Svc Add: 650 Curtis Pky, Miami Springs
Charges 12/14/2018 - 01/13/2019

Basic Service Charge	$25.00
Energy Charges: 199.50 Therms @ 0.428920	$85.57
Gas Cost: 199.50 Therms @ $0.5521	$110.14
SAFE Program	$0.21
Utility Tax	$12.46
Franchise Tax	$13.26
Gross Receipts Tax	$5.16
Surtax	$2.39
State Sales Tax	$14.36
Total Current Charges - Utility	**$268.55**



Billing Inquiries? Call: 1-800-993-7546

Florida City Gas wishes you and your family a happy, healthy and prosperous New Year!

Please Pay This Amount
By Feb 06, 2019
$585.58

Billing Period and Meter Readings

Meter Number	Type of Reading	Billing Period		Days	Reading Old	Reading New	Gas Used (CCF)		Meter Multiplier		Therm Factor		Therms Billed
3241513	Actual	12/14	01/14	31	25382	25570	188	X	1.0000	X	1.06117	=	199.5

Have you forgotten? We have not received full payment for your last bill. If this was simply an oversight, please pay the total amount shown above. If you've already made payment, thank you.
Late Charge Reminder: Any balance not paid by Feb 06, 2019 will be subject to a Late Payment Charge of $5.00 or 1.5%, whichever is greater.

APPROVED BY _____

APPROVED AMOUNT $ 585.58

DATE 1-24-2019

CODE 001-5707-572-3100

PRT

To Report a Gas Leak (24hr.) call 1-888-352-5325 floridacitygas.com

If paying by mail, return the portion below with your check or money order payable to Florida City Gas.

Chi Alarm-Alarm Monitoring Services

CHI ALARMS, INC.
14070 NW 82 AVE.
MIAMI LAKES, FL 33016
TEL. 305-827-2856
FAX.305-825-2144

Invoice

Date	Invoice #
8/1/2018	255957

Bill To	Ship To
Miami Springs Country Club 650 Curtis Pkwy. Miami Springs, FL 33166	Attn: Paul O'Dell Miami Springs Country Club 650 Curtis Pkwy. Miami Springs, FL 33166

W.O. No.	FSR No.	P.O. No.	Terms	Due Date	Rep
			Due upon receipt	8/1/2018	BC

Item	Description	Qty	Rate	Serviced	Amount
Monitoring-Q	Quarterly Monitoring fees. SEPTEMBER 2018 - NOVEMBER 2018 Please note that your service agreement requires that you pay in advance within the 30 days after you receive the invoice, to avoid cancellation on the service. --------- APPROVED BY FOR APPROVED AMOUNT $105.00 DATE 8-8-2018 CODE PO# 180973	1	105.00		105.00T

For Visa, MasterCard or American Express payments contact our office. Please note that a 2.5% convenience fee will be applied to all credit card transactions.

Sales Tax (7.0%)	~~$7.35~~
Balance Due	~~$112.35~~

Please note that our new emergency on-call telephone number has changed. If you require emergency after hours service, please call 1-800-413-5244

CHI ALARMS, INC.
14070 NW 82 AVE.
MIAMI LAKES, FL 33016
TEL. 305-827-2856
FAX.305-825-2144

Invoice

Date	Invoice #
11/1/2018	256986

Bill To	Ship To
Miami Springs Country Club 650 Curtis Pkwy Miami Springs, FL 33166	Miami Springs Country Club 650 Curtis Pkwy Miami Springs, FL 33166

W.O. No.	FSR No.	P.O. No.	Terms	Due Date	Rep
			Due upon receipt	11/1/2018	

Item	Description	Qty	Rate	Serviced	Amount
Monitoring-Q	Quarterly Monitoring fees. DECEMBER 2018 - FEBRUARY 2019 Please note that your service agreement requires that you pay in advance within the 30 days after you receive the invoice, to avoid cancellation on the service. ---------- APPROVED BY. Pers APPROVED AMOUNT $ 105.00 DATE 11-5-2018 CODE PO# 180973 $100.00 PO# 190127 $5.00	1	105.00		105.00T

For Visa, MasterCard or American Express payments contact our office. Please note that a 2.5% convenience fee will be applied to all credit card transactions.

Sales Tax (0.0%)	$0.00
Balance Due	$105.00

Please note that our new emergency on-call telephone number has changed. If you require emergency after hours service, please call 1-800-413-5244

Received

SEP 06 2018

City of Miami Springs
Public Service Dept.

CHI ALARMS, INC.
14070 NW 82 AVE.
MIAMI LAKES, FL 33016
TEL. 305-827-2856
FAX.305-825-2144

Invoice

Date	Invoice #
9/1/2018	256133

Bill To	Ship To
CITY OF MIAMI SPRINGS 201 WESTWARD DRIVE MIAMI SPRINGS, FL 33166	CITY OF MIAMI SPRINGS PUBLIC WORKS DEPARTMENT 201 Westward Drive MIAMI SPRINGS, FL 33166

W.O. No.	FSR No.	P.O. No.	Terms	Due Date	Rep
			Due on receipt	9/1/2018	MP

Item	Description	Qty	Rate	Serviced	Amount
UL Service ...	Semi-Annual UL Fire Alarm Agreement. Paid 30 days in advance. OCTOBER 2018 - MARCH 2019	1	210.00		210.00

Public Works Invoice
☑ Revecled
☐ Scanned
Date: 9/10/18
P.O No. [illegible] Line No. 1
Initials: DJ Total: $ 210.00
Description Semi-Annual UL Service
Acct No 001-534.55-541.46-20
Director Signatures

For Visa, MasterCard or American Express payments contact our office. Please note that a 2.5% convenience fee will be applied to all credit card transactions.

Sales Tax (7.0%)	$0.00
Balance Due	$210.00

Please note that our new emergency on-call telephone number has changed. If you require emergency after hours service, please call 1-800-413-5244

Kelly Janitorial - Janitorial Services

KELLY JANITORIAL SYSTEMS, INC.
4805 NW 79th Ave - Suite 05
Doral, FL 33166
Phone: 305-456-1864 Fax: 786-953-7836
e-mail: kelly@kellyjanitorial.com

NEW ADDRESS

KELLY JANITORIAL SYSTEMS INC.
A TANIGUA USA COMPANY

BILL TO
City of Miami Springs-Golf Courses Finance Dept. 201 Westward Drive Miami Springs, FL 33166

INVOICE

DATE	INVOICE NO.
8/20/2018	17-7238

TERMS

DATE OF SERVICE	DESCRIPTION	AMOUNT
July 25- 31	Janitorial Service - Country Golf Club - Cleaning @85$ ea. cleaning - 6 cleaning x 85$	510.00
August 1- 20	Janitorial Extra/Special Services Country Golf Club - Cleaning @85$ ea. cleanin - 20 cleaning x 85$	1,700.00
		Total $2,210.00

APPROVED BY JCB
APPROVED AMOUNT $ 2210.00
DATE 8-27-2018
CODE Po#181035

Please make checks payable to:
KELLY JANITORIAL SYSTEMS, INC
4805 NW 79th Avenue - Suite 05
Doral, FL 33166

F&B CALENDAR OF EVENTS

Day/Date	Time	Type of event	# of ppl	Customer Name	Deposit	DepDate	Booked By/Room/Other
Wed 4/24/19	11:00 AM -3:00 PM	training	100	Keller Williams	$650		
Fri 4/26/19	7:00 AM - 4:00 PM			Miami Springs Stafford Memorial Golf Tournament			Dynasty
Wed 5/1/19	11:00 AM -3:00 PM	training	100	Keller Williams	$650		
Fri 5/3/19	6:00 PM - 11:00 PM			Miami Springs Police Banquet			Dynasty
Wed 5/8/19	11:00 AM -3:00 PM	training	100	Keller Williams	$650		
Wed 5/15/19	11:00 AM -3:00 PM	training	100	Keller Williams	$650		
Wed 5/22/19	11:00 AM -3:00 PM	training	100	Keller Williams	$650		
Tues 5/25/19	7:00 PM - 12:00 AM	wedding		Shedlow			Dynasty
Wed 5/29/19	11:00 AM -3:00 PM	training	100	Keller Williams	$650		
Fri 5/31/19	10:30 AM - 2:30 PM	daytime Prom	150-200	Highland Oaks middle School			Dynasty
Sat 7/6/19	7:00 PM-11:00 PM	wedding	100	Andrea Cedeno	$500	12/3/2018	
Sat 9/21/19	TBD	bridal shower		Mercy Valero			
Mon 11/9/19	TBD	80th birthday	100-150	Penny Williams	0	8/21/2018	Dynasty

Legends Bar & Grill

TEE IT UP

BOWL OF CHILI $4.95

CHICKEN WINGS AND FRIES $9.95

Grilled or fried

CHICKEN TENDERS WITH FRIES $7.95

BASKET OF FRIES $3.95

ONION RINGS SIDE $3.95 or BASKET $5.95

MOZZARELLA STICKS $5.95

Served with marinara dipping sauce

FISH DIP $6.99

Fish dip spread served with jalapenos, crackers, tortilla chips, and tomato slices

QUESADILLA $6.99

Chicken or steak, with pepper, and onions

POPCORN SHRIMP $6.95

THE GREENS

CAESAR SALAD $5.95

Chopped romaine lettuce with parmesan cheese, croutons, and a side of dressing

Add grilled or fried chicken for 1.99

COBB SALAD $7.95

Mixed greens, tomatoes, crumbled bleu cheese, bacon, and your choice of fried or grilled chicken, and a side of dressing

SIDE SALAD $2.95

DRESSINGS Italian, ranch, bleu cheese, balsamic vinaigrette, honey mustard

BUILD YOUR OWN BURGER $8.95
100% char grilled Black Angus Beef, and a side of fries
Your choice of cheese: Swiss, American, Pepper Jack, Monterey Jack
Lettuce, Tomato, Jalapeño
Add Sautéed Mushrooms, or Grilled Onions for $0.99
Add Bacon for $1.49

QUESADILLA BURGER $11.49
100% char grilled Black Angus Beef between two mini quesadilla buns, with Cheddar and Monterey Jack cheese, guacamole, lettuce, and tomato, served with fries

GRILLED NATHAN'S FAMOUS HOT DOG $3.50
Add fries for $1.50

PHILLY CHEESE STEAK or CHICKEN $8.95
Mushrooms, peppers & onions on a hoagie, served with fries

CHICKEN SANDWICH $7.95
Chicken breast on a Kaiser roll with lettuce, tomato, and onion

TURKEY WRAP $7.95
Roasted turkey, tomato, bacon, guacamole, served with fries

TUNA WRAP $5.99
Tuna salad, lettuce, and tomato on a flour tortilla, served with fries

THE FAMOUS CLASSIC CUBAN SANDWICH $8.95
Mojo marinated pork, ham, mustard, pickles, and Swiss cheese on a hoagie, served with fries

STEAK SANDWICH $8.95
Marinated Palomilla steak with grilled onions, Swiss cheese, lettuce, tomatoes, and mayo, served with fries

PULLED PORK SANDWICH $8.95
Pulled barbeque pork on a Kaiser roll, served with fries

CLUB SANDWICH $8.95
Turkey, ham, lettuce, tomato, bacon, and mayo on 3 slices of white or wheat toast served with fries

Consuming raw or undercooked meat, eggs, poultry or seafood increases your risk of contracting a food borne illness - especially if you have certain medical conditions.

CITY OF MIAMI SPRINGS

Purchasing Department
201 Westward Drive
Miami Springs, FL 33166-5259
Phone: (305) 805-5035
Fax: (305) 805-5040

Tammy Romero
romerot@miamisprings-fl.gov
Assistant City Manager

AMENDMENT 2
FOR FOOD & BEVERAGE OPERATION SERVICES
AT THE MIAMI SPRINGS GOLF AND COUNTRY CLUB

REQUEST FOR PROPOSALS # 03-18/19

April 18th, 2019

Request for Proposals # 03-18/19, for Food & Beverage Operation Services at the Miami Springs Golf and Country Club is amended as follows:

This addendum is issued to clarify the previously issued request for proposal documents and is hereby made a part of the contract documents. All requirements of the documents not modified herein shall remain in full force and effect as originally set forth.

The following are question(s) and answer(s) from Request for Proposals # 03-18/19, for Food & Beverage Operation Services at the Miami Springs Golf and Country Club.

IMPORTANT NOTES:

No additional questions may be asked at this time.

Attached please find the Detailed Sales Report for the Food & Beverage Operation from October 1st, 2018 through March 31, 2019. The Room Rental Totals are NOT reflective of the past F&B operators revenue to the City.

Miami Springs Golf & CC

Sales Detail By Department: Food & Beverage

From: Monday, October 1, 2018 **To: Sunday, March 31, 2019**

Item #	Description	Qty	Sales	Cost	Margin %
Department: Food & Beverage					
Sub-Department: Rentals-Services-Other Golf					
Item Category: Rentals					
1623	Room Rental	7	$12,333.51	$0.00	100.00
	Rentals Total:	**7**	**$12,333.51**	**$0.00**	**100.00**
	Rentals-Services-Other Golf Total:	**7**	**$12,333.51**	**$0.00**	**100.00**
Sub-Department: Food And Beverage					
Item Category: Food					
1187	Chips	772	$1,217.53	$802.88	34.06
1229	M&m Peanut	209	$358.92	$217.36	39.44
1230	M&m plain	5	$9.35	$5.20	44.39
1231	Crackers	526	$872.94	$184.10	78.91
1234	Famous Amos cookies	3	$6.00	$1.50	75.00
1246	Nature Valley	695	$1,249.47	$347.50	72.19
1254	H Cashews	218	$601.07	$279.04	53.58
1404	Food	1	$357.00	$0.00	100.00
1410	Chicken Wings & Fries	407	$4,032.24	$0.00	100.00
1411	Chicken Tenders & Fries	185	$1,426.23	$0.00	100.00
1412	Basket Fries	117	$451.09	$0.00	100.00
1413	Spinach Salad	3	$23.85	$0.00	100.00
1414	Cobb Salad	114	$903.12	$0.00	100.00
1415	Build Your Own Burger W/ Fries	511	$4,528.70	$0.00	100.00
1416	Grilled Nathans Famous Hot Dog	958	$3,348.60	$0.00	100.00
1417	Philly Cheese Steak,mushrooms, Peppers & Onions	6	$51.91	$0.00	100.00
1418	Chicken Salad Wrap/sand.	4	$31.80	$0.00	100.00
1419	Tuna Wrap	211	$1,293.07	$0.00	100.00
1421	Turkey Wrap	232	$1,831.68	$0.00	100.00
1425	Side Salad	8	$23.60	$0.00	100.00
1426	Open Food	54	$2,937.84	$0.00	100.00
1427	Foot Long Nathan's	33	$184.01	$0.00	100.00
1428	Philly Cheese	204	$1,820.43	$0.00	100.00
1429	Quesadilla	247	$1,749.39	$0.00	100.00
1430	Cuban	217	$1,942.15	$0.00	100.00
1431	Club Sandwich	217	$1,942.15	$0.00	100.00
1445	With Fries	10	$14.00	$0.00	100.00
1447	Chili Sm	7	$34.65	$0.00	100.00
1448	Onion Rings Basket	47	$265.65	$0.00	100.00
1449	Mozzarella Sticks	104	$618.80	$0.00	100.00
1451	Caesar Salad	115	$684.25	$0.00	100.00
1452	Add Chicken	6	$17.70	$0.00	100.00
1453	Chili	101	$470.25	$0.00	100.00
1454	Pulled Pork	43	$341.85	$0.00	100.00
1461	Chicken Sandwich	101	$802.95	$0.00	100.00
1496	Snickers2BAR	408	$1,121.25	$0.00	100.00
1516	Pretzels	30	$27.90	$7.20	74.19
1530	Quesadilla Burger	104	$1,189.88	$0.00	100.00
1531	Steak Sandwich	71	$539.45	$0.00	100.00
1556	Fish Dip	73	$510.30	$0.00	100.00
1565	Side Onion Rings	10	$39.50	$0.00	100.00
1566	Grilled Chicken	74	$147.26	$0.00	100.00
1567	Fried Chicken	8	$15.92	$0.00	100.00
1570	Bacon	99	$147.51	$0.00	100.00
1571	Sauteed Mushrooms	52	$51.48	$0.00	100.00
1573	Add Fries	314	$471.00	$0.00	100.00
1583	Ham Pack	1	$0.00	$0.00	0.00
1620	Add Chili	4	$7.00	$0.00	100.00
1737	Popcorn Shrimp	3	$20.85	$0.00	100.00
1738	Sub Onion Rings	5	$7.50	$0.00	100.00
	Food Total:	**7,947**	**$40,741.04**	**$1,844.78**	**95.47**
Item Category: Beverage					
1224	Coke	741	$1,484.85	$644.67	56.58
1225	Diet Coke	552	$1,094.17	$480.24	56.11
1226	Sprite	117	$228.18	$97.11	57.44
1227	Powerade	1,570	$3,261.45	$1,209.53	62.91
1228	Arizona Half&Half	583	$1,198.39	$378.95	68.38
1233	Water	1,353	$2,791.63	$914.36	67.25
1238	Orange Fanta	50	$96.11	$43.00	55.26
1240	Coke Zero	267	$552.28	$232.29	57.94
1280	Ice Tea	45	$90.76	$52.84	41.78

Miami Springs Golf & CC

Sales Detail By Department: Food & Beverage

From: Monday, October 1, 2018 **To: Sunday, March 31, 2019**

Item #	Description	Qty	Sales	Cost	Margin %
1287	Lemonade	4	$8.40	$4.24	49.52
1339	Smart Water	27	$75.60	$30.24	60.00
1435	Fountain Drink	260	$304.20	$0.00	100.00
1497	Coke can	2	$2.80	$0.00	100.00
1527	Perrier	5	$15.00	$0.00	100.00
1528	S.Pellecrino	28	$112.00	$0.00	100.00
	Beverage Total:	**5,604**	**$11,315.82**	**$4,087.46**	**63.88**
Item Category: Beer & Wine					
1180	Bud Light	561	$2,098.14	$566.61	72.99
1183	Coors Light	176	$658.24	$167.20	74.60
1219	Heineken	393	$1,835.31	$495.18	73.02
1220	Corona	826	$3,857.42	$1,040.76	73.02
1221	Budweiser	231	$863.94	$233.31	72.99
1222	Miller Lite	415	$1,552.10	$373.50	75.94
1333	Yuengling	284	$1,062.16	$272.64	74.33
1337	STELLA ARTOIS	660	$3,082.20	$877.80	71.52
1386	Cabernet	51	$238.17	$484.50	-103.43
1387	Open Wine	1	$4.00	$0.00	100.00
1388	Merlot	61	$284.87	$579.50	-103.43
1389	Pinot Grigio	125	$701.25	$1,187.50	-69.34
1390	White Zin	14	$58.80	$0.00	100.00
1391	Chardonnay	127	$593.09	$1,206.50	-103.43
1423	Draft Beers	2,568	$7,806.72	$0.00	100.00
1434	Draft Beer Special	1,310	$6,117.70	$0.00	100.00
1436	Pitcher	59	$570.53	$0.00	100.00
1437	Pitcher Spec.	87	$1,137.96	$0.00	100.00
1473	Import Bucket	274	$5,121.06	$0.00	100.00
1474	Domestic. bucket	334	$4,682.68	$0.00	100.00
1480	O'doul's	17	$55.59	$17.00	69.42
1483	Coffee / Hot Tea	63	$73.71	$0.00	100.00
1512	Modelo	14	$65.38	$17.78	72.81
1521	Michelob Ultra	372	$1,391.28	$405.48	70.86
1622	Goose IPA	204	$932.22	$0.00	100.00
1624	Blue Moon	14	$65.38	$0.00	100.00
	Beer & Wine Total:	**9,241**	**$44,909.90**	**$7,925.26**	**82.35**
Item Category: Liquor					
1344	Grey Goose Vodka	256	$2,048.00	$9,152.00	-346.88
1345	Baileys Irish Cream	5	$36.00	$154.00	-327.78
1346	Chivas Regal Scotch	43	$344.00	$1,947.90	-466.25
1349	Bacardi Rum Gold	23	$158.00	$420.90	-166.39
1351	Bacardi Limon	16	$101.00	$260.80	-158.22
1353	Patron Tequila Silver	46	$368.00	$297.62	19.13
1354	Bacardi Rum 8 Rsv	98	$784.00	$187.18	76.13
1355	Johnnie Walker Black	321	$2,568.00	$1,046.46	59.25
1356	Malibu Rum	8	$49.00	$144.00	-193.88
1357	Ketel One Vodka	272	$2,176.00	$10,213.60	-369.38
1358	Belvedere Vodka	4	$32.00	$13.20	58.75
1359	Tanqueray Gin	50	$387.00	$1,515.00	-291.47
1360	Sauza Tequila Gold	19	$114.00	$16.72	85.33
1362	Canadian Club 1858	6	$38.00	$7.86	79.32
1363	Wild Turkey	11	$84.00	$347.05	-313.15
1364	Capt Morgan Rum Spiced	177	$1,173.00	$3,593.10	-206.32
1365	Myers Rum Original Dark	8	$48.00	$230.40	-380.00
1366	Seagrams Vo Canadian	1	$6.00	$23.30	-288.33
1369	Rumple Minze Peppermint	1	$7.00	$1.95	72.14
1370	Seagrams 7 Crown	24	$144.00	$487.20	-238.33
1371	Grand Marnier	2	$16.00	$80.60	-403.75
1372	Crown Royal Canadian Whiskey	228	$1,824.00	$8,732.40	-378.75
1373	Courvoisier Cognac	2	$16.00	$64.60	-303.75
1374	Kahlua	1	$8.00	$30.50	-281.25
1376	Titos Handmade Vodka	533	$3,735.00	$14,151.15	-278.88
1377	Cuervo Gold	52	$342.00	$70.20	79.47
1378	Glenfiddich	33	$264.00	$88.44	66.50
1380	Jack Daniels	117	$819.00	$3,923.01	-379.00
1381	Stoli	53	$318.00	$66.25	79.17
1385	Open Liquor	98	$1,975.65	$0.00	100.00
1393	Absolut Vodka	183	$1,098.00	$5,751.69	-423.83
1395	Dewars White Label	98	$636.00	$3,116.40	-390.00
1397	Glenlivet	178	$1,424.00	$9,531.90	-569.38

Miami Springs Golf & CC

Sales Detail By Department: Food & Beverage

From: Monday, October 1, 2018 **To: Sunday, March 31, 2019**

Item #	Description	Qty	Sales	Cost	Margin %
1399	Jameson Irish Whiskey	117	$936.00	$260.91	72.13
1400	Jim Beam Bourbon	60	$360.00	$1,308.00	-263.33
1403	Makers Mark	183	$1,464.00	$376.98	74.25
1424	Bombay Sapphire	89	$712.00	$2,629.95	-269.38
1477	Champagne	21	$140.00	$93.03	33.55
1478	Mimosa	4	$28.00	$0.00	100.00
1541	Sauza Silver	11	$66.00	$0.00	100.00
1549	Grey Goose mini	2	$0.00	$4.80	0.00
1557	Martini	9	$18.00	$0.00	100.00
1558	Margarita	24	$48.00	$0.00	100.00
1559	Cosmopolitan	4	$8.00	$0.00	100.00
1560	bacardi superior	82	$575.50	$0.00	100.00
1561	Manhattan	4	$8.00	$0.00	100.00
1564	Bloody Mary	145	$217.50	$0.00	100.00
1730	Glenmorangie	9	$90.00	$0.00	100.00
1731	Disaronno Amaretto	3	$24.00	$0.00	100.00
1733	Long Island Iced Tea	5	$50.00	$0.00	100.00
1736	Dewars 12	45	$360.00	$0.00	100.00
	Liquor Total:	**3,784**	**$28,245.65**	**$80,341.05**	**-184.44**
	Food And Beverage Total:	**26,576**	**$125,212.41**	**$94,198.55**	**24.77**
	Food & Beverage Total:	**26,583**	**$137,545.92**	**$94,198.55**	**31.51**

FIRST AMENDMENT TO

CITY OF MIAMI SPRINGS COUNTRY CLUB FOOD AND BEVERAGE CONCESSIONAIRE AGREEMENT

BETWEEN

THE CITY OF MIAMI SPRINGS

AND

HRS MGMT GROUP, LLC

THIS FIRST AMENDMENT to the **CITY OF MIAMI SPRINGS COUNTRY CLUB FOOD AND BEVERAGE CONCESSIONAIRE AGREEMENT** (the "First Amendment") is entered into as of the 20th day of August, 2020 (the "Effective Date of First Amendment"), by and between the **CITY OF MIAMI SPRINGS, FLORIDA,** a Florida municipal corporation, (the "City") and **HRS MGMT GROUP, LLC**, a Florida Limited Liability Company (the "Concessionaire"), collectively referred to as the "Parties."

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

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

WHEREAS, to date, the Concessionaire has made the January and February 2020 payments to the City, but has failed to make the payments due for March, April, May, June, July, and August 2020; and

WHEREAS, because of the unprecedented difficulties, uncertainty, and health and safety concerns caused by the novel coronavirus/COVID-19, the City has agreed to i) waive $4,000.00 in past due payments for the months of March and April 2020; ii) waive the late fees and interest due on the past due payments for March 2020 through and including August 2020; and iii) amortize $9,000.00 in past due payments from May 2020 through and including August 2020 over the remaining term of the Agreement, as further reflected in Exhibit "A" attached hereto; and

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

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

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

2. **Amendment of Section 1.5 of the Agreement.** Section 1.5 of the Agreement is

amended as follows:[1]

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

3. **Amendment of Section 2.1 of the Agreement.** Section 2.1 of the Agreement is deleted in its entirety and replaced as follows:

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

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

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

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

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

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

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

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

CITY OF MIAMI SPRINGS

By: _____
William Alonso, CPA, CGFO
City Manager

Attest:

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

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

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

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Daniel A. Espino, Esq. & Haydee S. Sera, Esq.
City of Miami Springs City Attorneys
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
despino@wsh-law.com (email)
hsera@wsh-law.com (email)

CONCESSIONAIRE

By: HRS Mgmt
Name: Patrick Kemmache
Title: President / Owner
Entity: HRS MGMT GROUP, LLC

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

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

5-YEAR CONCESSION FEE PLAN

	Y1(2019)	Y2(2020)	Y3(2021)	Y4(2022)	Y5(2023)	2024
Jan		$ 2,000.00	$ 3,195.65	$ 4,195.65	$ 5,195.65	$ 6,195.65
Feb		$ 2,000.00	$ 3,195.65	$ 4,195.65	$ 5,195.65	$ 6,195.65
Mar		$ -	$ 3,195.65	$ 4,195.65	$ 5,195.65	$ 6,195.65
Apr		$ -	$ 3,195.65	$ 4,195.65	$ 5,195.65	$ 6,195.65
May		$ -	$ 3,195.65	$ 4,195.65	$ 5,195.65	$ 6,195.65
June		$ -	$ 3,195.65	$ 4,195.65	$ 5,195.65	$ 6,195.75
July	0	$ -	$ 3,695.65	$ 4,695.65	$ 5,695.65	
Aug	0	$ -	$ 3,695.65	$ 4,695.65	$ 5,695.65	
Sept	0	$ 2,695.65	$ 3,695.65	$ 4,695.65	$ 5,695.65	
Oct	0	$ 2,695.65	$ 3,695.65	$ 4,695.65	$ 5,695.65	
Nov	0	$ 2,695.65	$ 3,695.65	$ 4,695.65	$ 5,695.65	
Dec	0	$ 2,695.65	$ 3,695.65	$ 4,695.65	$ 5,695.65	
Yearly Total	$ -	$ 14,782.60	$ 41,347.80	$ 53,347.80	$ 65,347.80	$ 37,174.00
5 Year Total	$ 212,000.00					

Revenue forgiven:

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

Revenue deferment:

May-20	$ 2,000.00	
Jun-20	$ 2,000.00	
Jul-20	$ 2,500.00	
Aug-20	$ 2,500.00	
	$ 9,000.00	Amortized over 46 months $195.65

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

CITY OF MIAMI SPRINGS

By: _____
William Alonso, CPA, CGFO
City Manager

Attest:

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

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

CONCESSIONAIRE

By: _____

Name: _____

Title: _____

Entity: **HRS MGMT GROUP, LLC**

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

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Daniel A. Espino, Esq. & Haydee S. Sera, Esq.
City of Miami Springs City Attorneys
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
despino@wsh-law.com (email)
hsera@wsh-law.com (email)

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

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

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William Alonso, CPA, CGFO
City Manager

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despino@wsh-law.com (email)
hsera@wsh-law.com (email)

CONCESSIONAIRE

By: HRS Mgmt
Name: Patrick Kemmache
Title: President / Owner
Entity: HRS MGMT GROUP, LLC

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Attn: Smail Patrick Kemmache
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