

RESOLUTION NO. 07- 354

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING THE USE OF THE TERMS AND PRICES IN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) STANDARD WRITTEN AGREEMENT BETWEEN FDOT AND SFM SERVICES, INC., FOR EMERGENCY DEBRIS REMOVAL IN MIAMI-DADE COUNTY (THE “MIAMI-DADE AGREEMENT”) AND USE OF THE TERMS AND PRICES IN THE FDOT STANDARD WRITTEN AGREEMENT BETWEEN FDOT AND MONROE COUNTY (THE “MONROE AGREEMENT”); WAIVING COMPETITIVE BIDDING; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE A CONTRACT WITH SFM SERVICES, INC., USING THE TERMS AND PRICES IN THE MIAMI-DADE AGREEMENT AND IN THE MONROE AGREEMENT; AUTHORIZING TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Federal Highway Administration (“FHWA”) has issued local agency contractual requirements that municipalities must follow in order to be eligible for FHWA reimbursement for federally owned roads within the municipalities in the event that there is a severe natural disaster that affects the municipalities; and

**WHEREAS**, the State of Florida Department of Transportation (“FDOT”) Standard Written Agreement Between the FDOT and SFM Services Inc., for emergency debris removal in Miami-Dade County (the “Miami-Dade Agreement”), includes all the FHWA contractual requirements by FHWA and fee rates for debris removal; and

**WHEREAS**, the FDOT Standard Written Agreement Between the FDOT and SFM Services, Inc., for emergency debris removal, cut and toss, in Monroe County (the “Monroe County Agreement”), includes all the FHWA contractual requirements by FHWA and fee

rates for cut and toss of debris from roadways; and

**WHEREAS**, for both agreements, FDOT followed a competitive bidding procedure similar to the one outlined in the Town's Purchasing Procedures; and

**WHEREAS**, the Town desires to utilize the terms and prices in the Miami-Dade Agreement and in the Monroe Agreement to enter into a contract with SFM Services, Inc., to provide the initial push and first complete pass/removal of debris from the federal owned roads within the Town and to provide the equipment, labor, and materials necessary to perform cut and toss for clearing the pavement area of federal roads within the Town after a severe natural disaster; and

**WHEREAS**, the Town Council finds that approval of the use of the terms and prices in the Miami-Dade Agreement and in the Monroe Agreement for a contract with SFM Services, Inc., for the initial push and first complete pass/removal of debris from federal roads within the Town and to provide the equipment, labor, and materials necessary to perform cut and toss for clearing the pavement area of federal roads within the Town after a severe natural disaster is in the best interest of the Town.

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

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

**Section 2.**     **Waiver of Competitive Bidding.**     The Town Council, pursuant to Section 2(G)(2) of the Town's Purchasing Procedures, waives competitive bidding for a contract with SFM Services, Inc., for the initial push and first complete pass/removal of debris

from federal owned roads within the Town and to provide the equipment, labor, and materials necessary to perform cut and toss for clearing the pavement area of federal roads within the Town after a severe natural disaster (the “Contract”).

**Section 3. Approval of Use of the Agreement.** The use of the terms and prices in the State of Florida Department of Transportation (“FDOT”) Standard Written Agreement Between the FDOT and SFM Services Inc., for emergency debris removal in Miami-Dade County (the “Miami-Dade Agreement”) and the use of the terms and prices in the FDOT Standard Written Agreement Between FDOT and SFM Services, Inc., for emergency debris removal, cut and toss, in Monroe County (the “Monroe Agreement”), attached as Attachment A and Attachment B respectively, for the Contract is approved.

**Section 4. Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town’s Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Contract.

**Section 5. Execution of Contract.** The Town Manager is authorized to execute the Contract on behalf of the Town with SFM Services, Inc., for the initial push and first complete pass/removal of debris from federal owned roads within the Town and for the equipment, labor, and materials necessary to perform cut and toss for clearing the pavement area of federal roads within the Town after a severe natural disaster using the terms and prices of the Miami-Dade Agreement and the Monroe Agreement, subject to the approval as to form and legality by the Town Attorney

**Section 6. Authorization of Town Officials.** The Town Manager and Town

attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract, execute any required agreements and/or documents to implement the terms and conditions of the Contract and execute any extensions and/or amendments to the Contract.

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

PASSED AND ADOPTED this 10<sup>th</sup> day of July, 2007.

Motion to adopt by Mary Collins, second by Roberto Alonso.

FINAL VOTE AT ADOPTION

Mayor Wayne Slaton	<u>yes</u>
Vice Mayor Mary Collins	<u>yes</u>
Councilmember Roberto Alonso	<u>yes</u>
Councilmember Robert Meador, II	<u>yes</u>
Councilmember Michael Pizzi	<u>yes</u>
Councilmember Richard Pulido	<u>yes</u>
Councilmember Nancy Simon	<u>yes</u>

Wayne Slaton

Wayne Slaton  
MAYOR

ATTEST:

Debra Eastman  
Debra Eastman, MMC  
TOWN CLERK

Approved as to form and legality for the use and benefit of the Town of Miami Lakes only:

[Signature]  
Weiss, Serota, Helfman, Pastoriza,  
Cole & Boniske, P.L.  
TOWN ATTORNEY