

1.05 Contracts and Bidding – Any contract, lease, memorandum of understanding, or other agreement ~~in excess of three years~~ shall be awarded through fair and open competition using competitive bids, requests for proposals, requests for quotations and other practices which will result in the award of such agreements equitably and economically. Such agreements must be in writing and approved by the City Council **in a manner prescribed by ordinance**. Any contract, lease, memorandum of understanding, or other agreement which is renewed on an annual basis shall be subject to the same open competition and Council approval after **a period of time which shall be prescribed by ordinance** ~~three renewals~~. ~~The City shall not renew any contract, lease, memorandum of understanding, or other agreement with any party which fails to make available to the City a complete report on their finances for public review.~~<sup>1</sup>

**Memorandum from George Maiberger dated 04/13/2022:**

**Mr. Maiberger's primary concern appears to be preference of ordinance over Charter for addressing these issues. This has been addressed by removing references to specific year/term requirements and adding "in a manner prescribed by ordinance". The same method was used to prevent skirting the rules for Council approval by requiring an ordinance to address annual renewals are subject to fair and open competition. The entire sentence regarding finances has been removed due to possible illegality.**

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<sup>1</sup> See Hialeah City Charter, p.2/23; West Palm Beach City Charter, p. 8/95; and Tampa City Charter, p. 9/13. It is in the City's best interest to avoid even the appearance of impropriety when awarding contracts and executing agreements. Attempts to avoid the competitive process through annual and automatically renewing MOU's should be more closely scrutinized. See "Procurement and Audit" in West Palm Beach Charter, p.8/95. See also St. Petersburg Charter, p.15/32 and Tampa Charter, p. 12/19.