



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Xavier M. Garcia

Vice Mayor Jaime A. Petralanda
Councilman Billy Bain

Councilman Michael Windrem
Councilman George V. Lob

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, November 10, 2014 – 7:00 p.m.** **City Hall, Council Chambers, 201 Westward Drive**

1. Call to Order/Roll Call

2. Invocation: Mayor Garcia

Salute to the Flag: Cub Scout Pack 425 will lead the audience in the Pledge of Allegiance and Salute to the Flag

3. Awards & Presentations:

A) Presentation of Certificate of Sincere Appreciation Plaque to Chief Pete Baan in Recognition of 40 Years of Dedicated Service to the City of Miami Springs

B) Officer of the Month Award – October 2014 – Officer Robert A. Evans

C) Yard of the Month – November 2014 – Mario L. Sanchez – 960 N. Royal Poinciana Boulevard

4. Open Forum: Persons wishing to speak on items of general city business, please sign the register located on the speaker's stand before the meeting begins.

5. Approval of Council Minutes:

A) October 27, 2014 – Regular Meeting

6. Reports from Boards & Commissions:

A) Board of Adjustment – Approval of Actions Taken at their Meeting of November 3, 2014, Subject to the 10-day Appeal Period

7. Public Hearings: None

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

A) Approval of the City Attorney's Invoice for October 2014 in the Amount of \$14,877.00

B) Recommendation by Finance that Council approve an expenditure to Jumpin Jack Flash Productions in the amount of \$1,500 for the December 13 Classic Car Show as funds were approved in the FY14/15 Budget

C) Recommendation by Bldg. & Code Compliance that Council waive the competitive bid process and approve an expenditure to Ulises Antonio Fernandez, DBA Design Builders, in an amount not to exceed \$ 58,000, on an as needed basis for Roofing Plan Reviews and Roofing/Building Inspections as funds were approved in the FY 14/15 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code

9. Old Business:

A) Appointments to Advisory Boards by the Mayor and Council Members

10. New Business:

A) Resolution – A Resolution Of The City Council Of The City Of Miami Springs Establishing Rates For Collection Of Garbage, Trash And Recycling For Residential And Commercial Customers Within The City Of Miami Springs; Effective Date

B) Discussion on Recommendations to Outsource the Building Department

C) The Administration requests guidance from Council on how to proceed with the Country Club operations contract with Mr. Carlos Santana which is due to expire on January 9, 2016

D) Approval of the Alliance for Aging Local Services Program (LSP) Agreement

E) Consideration of the following Board of Parks and Parkways recommendations based on their actions taken at their meeting of September 10, 2014:

1. Recommend that the Council adopt the plan submitted by Public Works Director Tom Nash for the churches and organizations signage wall on Curtiss Parkway adjacent to the pump house on the corner of Eldron Drive and to budget the installation

F) Consideration of the following Recreation Commission recommendations based on their actions taken at the meeting of October 27, 2014:

1. Recommendation to Council to sunset the Recreation Commission Board


11. Other Business:

A) Consideration of Cancelling/Rescheduling the Regular Council meetings of Monday, November 24th and Monday, December 22nd

12. Reports & Recommendations:

- A) City Attorney
- B) City Manager
- C) City Council

13. Adjourn

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Live streaming video of this meeting is available at <http://www.miamisprings-fl.gov/webcast>.

Anyone wishing to obtain a copy of an agenda item may contact the City Clerk at (305) 805-5006, download the complete agenda packet from www.miamisprings-fl.gov or view the materials at City Hall during regular business hours.

Pursuant to Florida Statute 286.0114, the City Council provides the public with a reasonable opportunity to be heard on all matters.

If any person decides to appeal any decision of this Board with respect to any matter considered, s/he will need a record of the proceedings and for such purpose 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 made (F. S. 286.0105), all of which the City does not provide.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the City Clerk, 201 Westward Drive, Miami Springs, Florida 33166. Telephone: (305) 805-5006, no later than (7) days prior to the proceeding.

Pursuant to Sec. 2-11.1 (S) of the Miami-Dade County Code and Miami Springs Code of Ordinances Chapter 33 - §33-20, 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.



CERTIFICATE OF APPRECIATION

Presented to

***PETE BAAN
CHIEF OF POLICE***

In recognition of forty years of dedicated service to the

CITY OF MIAMI SPRINGS

From March 11, 1974 to December 31, 2014.

Presented this 10th day of November, 2014.

CITY OF MIAMI SPRINGS, FLORIDA

Zavier M. Garcia
Mayor

ATTEST:


Erika Gonzalez-Santamaria, MMC
City Clerk

MIAMI SPRINGS POLICE DEPARTMENT

MEMORANDUM

TO: Peter G. Baan, Chief of Police

THRU: Chain of Command

FROM: Sergeant Jimmy E. Deal 

SUBJECT: Officer of the Month Nomination

DATE: November 6, 2014

The Awards Committee reviewed the nomination submitted for Officer Robert A. Evans for the month of October, 2014. The awards committee concurs that the nomination meets the criteria for the prestigious Officer of the Month Award.

**MIAMI SPRINGS POLICE DEPARTMENT
MEMORANDUM**

*To Awards Committee
10/10/2014
PB*

TO: Chief P. Baan (Via Chain of Command)

FROM: Sergeant F. Perez F.P.

SUBJECT: Officer of the Month Recommendation/Letter of Commendation

DATE: October 8, 2014

On October 5, 2014, MSPD Officer R. Evans was patrolling the residential area of the city. At approximately 0227 hours, Officer R. Evans observed an unknown white male walk across the bridge located at East Drive/South Royal Poinciana Boulevard into Miami Springs and then walk east on South Royal Poinciana Boulevard. He observed the subject walk into the parking lot of the apartment building located at 257 South Royal Poinciana Boulevard and then in between two parked vehicles. As Officer R. Evans pulled into the parking lot, he witnessed the subject closing the door of a white Chevy Impala. Officer R. Evans immediately took a Suspicious Person signal over MSPD's local frequency. At this time, the subject began walking towards the apartment building. Officer R. Evans drove to the rear of the building and exited his patrol vehicle. As he walked into the building, Officer R. Evans saw the subject in front of the building and now walking east on South Royal Poinciana Boulevard. Moments later, I saw the subject walking into the parking lot of the apartment building located at 309 South Royal Poinciana Boulevard. I immediately stopped the subject and waited for Officer R. Evans to make his way to my location. Upon arrival with MSPD Officers A. Sandoval and J. Hall, Officer R. Evans immediately determined that the subject did not live in either apartment building. He then read the subject Miranda per card and the subject waived same. The subject changed his story numerous times but eventually admitted to going inside a vehicle at 257 South Royal Poinciana Boulevard. The subject was taken into custody. A search incident to arrest revealed property that did not belong to the subject. With the assistance of MSPD Dispatcher M. Newton, Officer R. Evans was able to locate the vehicle owner/victim. The victim confirmed that the vehicle had been burglarized.

*JM100814
J.K. 10-9-14*

Some of the property located on the subject's person was determined to belong to a victim located at 680 Miller Drive. Officers A. Sandoval and J. Hall responded to the location. They made contact with the property owner and were able to determine that the property had been taken from inside the victim's vehicle. Officers A. Sandoval and J. Hall then continued to check parking lots in the area and found another vehicle at 685 Miller Drive that appeared to have been burglarized. With the assistance of Dispatcher M. Newton, they were eventually able to locate the vehicle owner. The victim verified that his vehicle had also been burglarized.

After the additional victims had been located, Officer R. Evans interviewed the subject again. The subject eventually admitted to burglarizing all of the vehicles. The subject was charged with Theft, Possession of Stolen Credit Cards, and multiple counts of Burglary to an Unoccupied Vehicle.

Officer R. Evans did an outstanding job of not only identifying potential criminal activity but also effectively and efficiently investigating the incidents. Also, Officers A. Sandoval and J. Hall provided invaluable support in investigating and later documenting the incidents. Finally, Dispatcher M. Newton provided vital assistance in both identifying and then locating each of the victims. Because of the efficiency and professionalism of all of the Officers present as well as the Dispatcher, a serial burglar was arrested and several stolen items recovered.

I would like to take this opportunity to commend Officers R. Evans, A. Sandoval, and J. Hall as well as Dispatcher M. Newton for the highest level of professionalism during this investigation and arrest.

Furthermore, I respectfully request that Officer R. Evans be considered for the "Officer of the Month" award and that a copy of this letter be placed in each Officer's personnel file and in the Dispatcher's personnel file.



CERTIFICATE OF RECOGNITION

Presented to

Mario L. Sanchez

Of

960 N. Royal Poinciana Boulevard

for their home being designated as

***“YARD OF THE MONTH”
November 2014***

Presented this 10th day of November, 2014.

CITY OF MIAMI SPRINGS, FLORIDA

Zavier M. Garcia
Mayor

ATTEST

Erika Gonzalez-Santamaria, CMC
City Clerk



City of Miami Springs, Florida
City Council Meeting

Regular Meeting Minutes
Monday, October 27, 2014, 7:00 p.m.

Council Chambers at City Hall
201 Westward Drive, Miami Springs, Florida

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:07 p.m.

Present were the following:

Mayor Zavier M. Garcia
Vice Mayor Jaime A. Petralanda
Councilman Michael Windrem
Councilman Billy Bain
Councilman George V. Lob

City Manager Ronald K. Gorland
Assistant City Manager/Finance Director William Alonso
City Attorney Jan K. Seiden
Chief of Police Peter G. Baan
Public Works Director Thomas Nash
Elderly Services Director Karen Rosson
City Clerk Erika Gonzalez-Santamaria

- 2. Invocation:** Offered by Councilman Bain

Salute to the Flag: Students from A.I.E. Charter School led the audience in the Pledge of Allegiance and Salute to the Flag

- 3. Awards & Presentations:**

A) Senator Rene Garcia Presenting Check to City for \$99,457 grant which will be funded through the State of Florida's Department of Elder Affairs Local Services Program

Florida State Senator Rene Garcia reported that during the Legislative Session in Tallahassee the Dade Delegation was able to receive and secure funding for Miami-Dade County. He is particularly happy about securing almost \$100,000 for the hot meals program in Miami Springs. He thanked Elderly Services Director Karen Rosson for the work she does for the seniors and presented a ceremonial check in the amount of \$99,457.00.

4. Open Forum:

The following members of the public addressed the City Council: Rolando Rodriguez of 440 La Villa Drive, Marilyn Marmol of 448 La Villa Drive, Sandra Ruiz of 457 La Villa Drive and the Honorable Senator Rene Garcia.

5. Approval of Council Minutes:

- A) October 13, 2014 – Regular Meeting
- B) October 22, 2014 – Special Meeting

Councilman Windrem moved to approve the minutes of the October 13, 2014 Regular meeting and the October 22, 2014 Special meeting. Councilman Lob seconded the motion which was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilmen Windrem, Bain, Lob and Mayor Garcia voting Yes.

6. Reports from Boards & Commissions: None

7. Public Hearings: None

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

A) Recommendation by Public Works that Council Award a Bid to Wrangler Construction, utilizing Miami Dade County Contract # RPQ 20130171, in the Amount of \$33,520.00, for New Concrete Curbing on Gazebo Circle as Funds were Approved in the FY14/15 Budget, Pursuant to Section 31.11 (E)(5) of the City Code

B) Recommendation by Public Works that Council Award a Bid to H&R Paving, utilizing Miami Dade County Contract # RPQ 20130169, in the Amount of \$127,463.32, for Milling and Paving on Gazebo Circle as Funds were Approved in the FY14/15 Budget, Pursuant to Section 31.11 (E)(5) of the City Code

C) Recommendation by Public Works that Council Award a Bid to Highway Striping, utilizing Miami Dade County Contract # RPQ 20140136, in the Amount of \$20,000, for New Pavement Markings on Gazebo Circle as Funds were Approved in the FY14/15 Budget, Pursuant to Section 31.11 (E)(5) of the City Code

D) Recommendation by Finance that Council Approve an Expenditure to Albemi, Caballero & Fierman, LLP in an Amount not to exceed \$35,000, for External Auditing Services as Funds were Approved in the FY14/15 Budget, Pursuant to the Contract Renewal Option Provided by the City's Existing RFP # 02-12/13 for an Additional One Year Period

Councilman Lob moved to approve the consent agenda. Councilman Windrem seconded the motion which was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilmen Windrem, Bain, Lob and Mayor Garcia voting Yes.

9. Old Business:

- A) Appointments to Advisory Boards by the Mayor and Council Members

There were no appointments to the advisory boards.

10. New Business:

- A) Resolution – A Resolution Of The City Council Of The City Of Miami Springs Approving And Adopting A Revised City Employee “Pay Plan” For Fiscal Year 2014-2015; Reserving The Right And Authority To Amend Or Supplement The Plan; Effective Date

City Attorney Seiden read the title of the resolution.

Councilman Windrem moved to approve. Councilman Lob seconded the motion which was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilmen Windrem, Bain, Lob and Mayor Garcia voting Yes.

- B) Resolution – A Resolution Of The City Council Of The City Of Miami Springs Amending The Schedule Of Golf Charges And Fees For The Operation Of The Miami Springs Golf And Country Club; Reserving The Right And Authority To Amend Or Supplement The Schedule Of Charges; Effective Date

City Attorney Seiden read the title of the resolution.

Councilman Windrem moved to approve. Councilman Lob seconded the motion.

Vice Mayor Petralanda suggested adding public employees to the membership rate for residents, businesses and property owners and Council asked the Administration to determine the impact and come back with the information.

The motion was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilmen Windrem, Bain, Lob and Mayor Garcia voting Yes.

- C) Resolution – A Resolution Of The City Council Of The City Of Miami Springs Providing For The Fifth Budget Amendment To The FY 2013-2014 Budget; By Increasing The Capital Projects Budget Of The Special Revenue And Capital Projects Fund; Increasing The Road And Transportation Budget Of The Special Revenue And Capital Projects Fund; Increasing The Stormwater Operations Budget Of The General Fund; Providing Intent; Specifying Compliance With Budgetary Processes And Procedures; Effective Date

City Attorney Seiden read the title of the resolution.

Councilman Windrem moved to approve. Vice Mayor Petralanda seconded the motion which was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilmen Windrem, Bain, Lob and Mayor Garcia voting Yes.

D) Resolution – A Resolution Of The Council Of The City Of Miami Springs, Florida, Creating A Property Assessed Clean Energy Program And Joining The Clean Energy Coastal Corridor Pace District In Accordance With Section 163.08, Florida Statutes; Providing For City Financial Involvement In Program; Adopting An Interlocal Agreement Pursuant To Section 163.01, Florida Statutes Relating To The Corridor; Providing For Authorization; And Providing For An Effective Date

City Attorney Seiden read the title of the resolution. He explained the provision that was added to the basic form agreement to make it clear that the City wants to participate, but they are not part of the financial funding process for the program. In addition, the City will have to sign an Interlocal Agreement.

Councilman Lob moved to approve. Vice Mayor Petralanda seconded the motion.

To answer Vice Mayor Petralanda's question, the City Attorney explained that there is already a Governing Board that is administered by the Town of Bay Harbor Islands.

Regional Manager Rafael Perez of Ygrene Energy Fund said that one member appointed by the Mayor or the Mayor himself could be on the Board and the City Attorney clarified that the City is not required to participate on the Board.

The motion was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilmen Windrem, Bain, Lob and Mayor Garcia voting Yes.

E) Discussion of Actions Taken by the Historic Preservation Board at their Meeting of August 20, 2014 Regarding Historic Designation Approval Process

City Attorney Seiden recommended that Council address the matter that was proposed by the Historic Preservation Board to designate the Geiger Memorial monument since it was determined that the property is owned by the City of Miami Springs. Council has the final say about whether or not they approve of the designation.

The City Attorney explained that this is the monument that the Chair of the Board of Parks and Parkways is proposing to renovate and if it were to be designated, the renovation would require approval by the Historic Preservation Board for a Certificate of Appropriateness.

Councilman Bain moved not to designate the monument historical. Councilman Windrem seconded the motion.

The City Attorney answered questions from Council regarding the proposed designation.

After discussion, the motion was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilmen Windrem, Bain, Lob and Mayor Garcia voting Yes.

F) Discussion and consideration of placing an advertisement in the Miami Springs Senior High School yearbook, commemorating their 50th Anniversary

Mayor Garcia stated that Miami Springs Senior High is celebrating their 50th anniversary and this is a proposal to place a full page color ad in the school yearbook for \$300.00. Funds are available in the Council promotions budget.

Councilman Lob moved to approve. Councilman Bain seconded the motion which was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilmen Windrem, Bain, Lob and Mayor Garcia voting Yes.

11. Other Business: None

12. Reports & Recommendations:

A) City Attorney

The City Attorney had no report at this time.

B) City Manager

City Manager Gorland thanked the Recreation Department for a great Halloween event in spite of the rain. He said that the event is part of the fabric of the community and it was very well done. He urged residents and those driving through the community to be very careful on Friday, October 31st.

C) City Council

Vice Mayor Petralanda referred to the previous agenda item on the Golf Course rate resolution. He asked why the Town of Medley is not included in the resident fees and the Mayor explained that Councilman Petralanda could present his recommendations to the City Manager who would discuss it with Golf Director Paul O'Dell.

Councilman Windrem reminded everyone of the ongoing Farmers Market that is held every Saturday. He mentioned that the Pelican Playhouse is holding a Gala Theatre Night on Thursday, November 6th at 7:30 p.m. He thanked Council, Staff, Senator Garcia and Representative Eddy Gonzalez for acquiring the funding for the Senior Center. He visited the Senior Center for the October birthdays and played songs on his guitar. The program is a lot of fun and very well attended.

Councilman Lob referred to the citizen comments made during Open Forum about crime in the City. He said that Council does address the residents' issues but many times they do not hear about what is being done because it could negate the investigation process. He feels that Council does need to communicate with the residents and he will discuss this issue with the City Manager. He understands about police visibility being a deterrent, but this is not always possible in order to be able to catch the suspects.

Councilman Bain had nothing to report at this time.

Mayor Garcia commented that the Farmers Market is getting bigger and better every week with more vendors and he urged everyone to attend on Saturday mornings. He mentioned that a special musical production called "The Spitfire Grill" will be held in the Community Center Rebeca Sosa Theatre the weekend of Friday, November 21st through Sunday, November 23rd that is sponsored by the Rotary Club and benefits the Shine Domestic Violence Project. The information will be posted on the City's website.

Mayor Garcia promised that the residents who spoke during Open Forum will get a response from the Police Department and Council will work very hard to make them feel secure and safe on their properties. He assured them that the Chief of Police will put together a plan.

13. Adjourn

There being no further business to be discussed the meeting was adjourned at 7:54 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
this 10th day of November, 2014.*

Zavier M. Garcia, 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 PROCEEDING 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

The Board of Adjustment met in Regular Session at 6:15 p.m., on Monday, November 3, 2014 in the Council Chambers at City Hall.

1) Call to Order/Roll Call

The meeting was called to order at 6:21 p.m.

The following were present:

Chairman Manuel Pérez-Vichot
Ernie Aloma
Bill Tallman
Bob Calvert

Also present:

City Attorney Jan K. Seiden
Planning and Zoning Director Chris Heid
Board Secretary Elora R. Sakal

2) Approval of Minutes

Minutes of the April 7, 2014 meeting were approved as written.

Board member Aloma moved to approve the minutes. Board member Tallman seconded the motion which was carried unanimously on voice vote.

Minutes of the May 5, 2014 meeting were approved as written.

Board member Aloma moved to approve the minutes. Board member Calvert seconded the motion which was carried unanimously on voice vote.

3) New Business:

Board Secretary Sakal swore in all witnesses and the Planning and Zoning Director.

A) Appointment of Vice Chair

Board member Tallman nominated Ernie Aloma to be Vice Chairman. Chair Pérez-Vichot seconded the motion which was carried unanimously on voice vote.

Chair Pérez-Vichot took the time to compliment former Board member Francisco Fernandez for his many years of service on the Board of Adjustment. He had great wisdom and compassion for everything that came in front of the Board.

B) Case No. 11-V-14
AQ GROUP, LLC
5001 NW 36TH STREET
Zoning: NW 36 STREET DISTRICT
Lot Size: 61,204 SQ. FT.

Applicant is seeking a variance from Code Section 150-016 and 150-164 (E)(1) to construct a 80,170 square foot, five story hotel with 122 rooms on an existing surface parking lot.

Chair Pérez-Vichot abstained from discussion and voting for this variance due to conflict of interest.

City Attorney Seiden advised the applicant that since Chair Pérez-Vichot has to sit out for this variance request and due to the lack of Board members, there are only three Board members left. To be successful the applicants would have to get a unanimous vote. Any negative vote would require the applicants to appeal to the City Council if they wish to proceed.

The applicants decided to move forward with the variance.

Planning and Zoning Director Heid read his recommendation to the Board.

Domingo Ansereo explained that it is a family business and have made many improvements to the property. The brand was recently changed to Ramada. They are looking to build a new property in the back to enhance the hotel and the area.

Zoning and Planning Director Heid commented that when the code was written, he does not believe that a lot of the hotels had active shuttle services so the need for parking was greater then. The other oddity in the code is that all elements of the hotel must be parked separately.

Zoning and Planning Director Heid mentioned that the City requested to provide a 6 foot CBS (concrete block stucco) wall along the rear property separating it from the residential area.

Board member Tallman said that it is interesting that it is within the code from the height standpoint but not within the story standpoint.

City Attorney Seiden explained that the code is written badly. The code states "4 stories or 55 feet" so technically it is within the height so there should be no issue. Because they are choosing to use their 55 feet should not be an issue but because the code is written the way it is they were asked to bring it up as well at the variance hearing also in an abundance of caution.

Board member Tallman reiterated that the code needs to be fixed.

Board member Tallman moved to approve the variance. Board member Calvert seconded the motion which was carried unanimously on voice vote.

City Attorney Seiden advised the applicants of the 10 day appeal period. He also suggested that the applicants begin to prepare their plans and that they will be coming back to the Zoning and Planning Board for the site plan review.

C) Case # 12-V-14
DORAL BOULEVARD HOTEL LLC
5301 NW 36TH STREET
Zoning: NW 36 STREET DISTRICT
Lot Size: 121,500 SQ. FT.

Applicant is seeking variances from Section 150-030 (H), Signs, to exceed the maximum square footage for signage as follows:

1. To exceed by 78 square feet the maximum permitted sign size of 40 square feet. (A 108 square foot sign on the south elevation proposed).
2. To exceed by 107 square feet the maximum permitted sign size of 40 square feet. (A 147 square foot sign on the east elevation proposed).
3. To exceed by 107 square feet the maximum permitted sign size of 40 square feet. (A 147 square foot sign on the west elevation proposed).

Planning and Zoning Director Heid read his recommendation to the Board.

Chair Pérez-Vichot commented that in speaking with City Attorney Seiden and Zoning and Planning Director Heid, they will make an attempt to modify the sign code because it is unrealistic.

Board member Tallman would like the code to be corrected.

Discussion ensued regarding the need to modify the code.

Vice Chair Aloma moved to approve the variance. Board member Calvert seconded the motion which was carried unanimously on voice vote.

City Attorney Seiden advised the applicants of the 10 day appeal period.

D) Case # 13-V-14
ROBERT WILLIAMS & JOANNE KOSKI
192 PINECREST DRIVE
Zoning: R-1B
Lot Size: 89 SQ. FT X 132 SQ. FT.

Applicant is seeking a variance from Section 150-042 (E) to waive 5' 4" (five feet four inches) of the minimum required setback of 9' (nine feet) in order to install an outdoor kitchen 3'8" (three feet eight inches) from the east property line.

Planning and Zoning Director Heid read his recommendation to the Board. There was one letter of support from the property owner immediately adjacent to the property which would be the most affected.

Joanne Koski of 192 Pinecrest Drive commented that she and her husband have made many improvements to the property. They would like to put some pavers in the area and install a small barbeque area in the proposed area. The proposed design is the most esthetically pleasing.

Chair Pérez-Vichot asked if this area will ever be covered at any point and Ms. Koski replied that there will never be a roof.

Mr. Williams said that he and his wife are strong proponents of the code and they would never ask for a variance that would deter the quality of life in the City or that would hurt their neighbors. They are only asking for a three foot high counter that would not be visible since they have a 6 foot high fence.

Vice Chair Aloma asked if the appliances could be rearranged so that the barbeque is further away from the neighbor and Mr. Williams replied that it is a possibility.

Mr. Williams commented that in his letter that was provided to the Board he explained three hardships and Chair Pérez-Vichot explained that hardships are unique conditions in your yard that are different from anyone else's backyard.

Vice Chair Aloma asked if the Board can ask the applicants to reverse the request and make it as a condition of approving the variance and City Attorney Seiden replied that the Board can ask that of the applicants.

Zoning and Planning Director Heid said that if the Board opts to move favorably that they do so with two conditions:

1. To reverse the grill so that it is farthest from the neighbors
2. To make clear that there will be no other structure above 36 inches as proposed

City Attorney Seiden stated that this variance is nothing like the signage code. There is nothing wrong with this code and it has been in existence for almost as long as the City has been in existence. The issue that is created by granting variances is that it leaves it open for anyone to come and say that since it was approved for someone else it should be approved for them as well, even under these circumstances while they do not necessarily impact directly.

Chair Pérez-Vichot asked if the applicants would be willing to change the 3 feet 8 inches to 5 feet and Mr. Williams replied that they may be able to do that.

Vice Chair Aloma made a motion to approve the variance with the conditions that the applicants will reverse the order of the appliances so that the grill is the furthest away from their neighbor, the assembly be shifted so that it is at least 5 feet from the edge of the fence and that there be no covering over the area. Board member Tallman seconded the motion.

The applicants agreed to the conditions.

The motion was carried unanimously on voice vote.

City Attorney Seiden advised the applicants of the 10 day appeal period.

4) **Adjournment**

There was no further business to be discussed and the meeting was adjourned at 7:06 p.m.

Respectfully submitted:

Elora R. Sakal
Board Secretary

Adopted by the Board on
this ____ day of _____, 2014.

Manny Perez-Vichot, Chair

Words ~~-stricken through-~~ have been deleted. Underscored words represent changes. All other words remain unchanged.

"The comments, discussions, recommendations and proposed actions of City Citizen Advisory Boards do not constitute the policy, position, or prospective action of the City, which may only be established and authorized by an appropriate vote or other action of the City Council".

The City of Miami Springs
 Summary of Monthly Attorney Invoice
 Orshan, Lithman, Seiden, Ramos, Hatton & Huesmann, LLP

November 6 for October

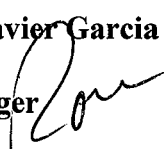
<u>General Fund Departments</u>	<u>Cost</u>	<u>Hours</u>
Office of the City Clerk	2,983.50	22.10
Human Resources Department	842.40	6.24
Risk Management	357.75	2.65
Finance Department	494.10	3.66
Professional Services		0.00
Building, Zoning & Code Enforcement Department	658.80	4.88
Planning	322.65	2.39
Police Department	1,900.80	14.08
Public Works Department	256.50	1.90
Recreation Department	777.60	5.76
IT Department		0.00
Golf	105.30	0.78
Senior	87.75	0.65
General - Administrative Work	6,089.85	45.11
Sub-total - General Fund	<u>\$14,877.00</u>	<u>110.20</u>
<u>Special Revenue, Trust & Agency Funds</u>		
Golf Course Operations		0.00
L.E.T.F.		0.00
Due from Pension Funds		<u>0.00</u>
Sub-total - Special Funds	\$0.00	0.00
GRAND TOTAL: ALL FUNDS	\$14,877.00	110.20



AGENDA MEMORANDUM

Meeting Date: 11/10/2014

To: The Honorable Mayor Xavier Garcia and Members of the City Council

Via: Ron Gorland, City Manager 

From: William Alonso, Assistant City Manager/ Finance Director

Subject: December 13 Classic Car Show

Recommendation:

Recommendation by Finance that Council approve an expenditure to Jumpin Jack Flash Productions in the amount of \$ 1,500, for the December 13 Classic Car Show as funds were approved in the FY14/15 Budget,

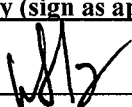
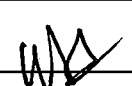
Discussion/Analysis:

This is one of the two annual car shows that Council budgeted for FY14-15.

Fiscal Impact (If applicable):

\$1,500 as budgeted for FY14/15 under Council's Promotions line item budget

Submission Date and Time: 11/4/2014 1:07 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Finance</u>	Dept. Head: 	Dept./ Desc.: <u>City Council</u>
Prepared by: <u>William Alonso</u>	Procurement: _____	Account No.: <u>001-0101-511-48-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: <u>N/A</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>-0-</u>
	Attorney: _____	Current request: \$ <u>\$1,500</u>
		Total vendor amount: \$ <u>\$1,500</u>

Jumpin jack flash productions

[Your Company Slogan]

6775 orchid drive
Miami lakes fla 33014
Phone 305 214 cars**INVOICE**INVOICE # 121314
DATE: November 3, 2014**Bill To:**[Name]CITY OF MIAMI SPRINGS
[Company]
[Address]201 WESTWARD DRIVE[City, State ZIP Code]MIAMI SPRINGS FLA 33166
[Phone]305 805 5000**Ship To:**[Name]
[Company]
[Address]
[City, State ZIP Code]
[Phone]

Comments or special instructions: CAR SHOW MIAMI SPRINGS

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
					Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
120	DASH PLAQUES		\$ 1500.00
30	BEST OF SHOW AWARDS		
1	MOBILE DJ		
1	FLAT SCREEN TV		
1	\$50.00 GAS CARD		
4	PARKING STAFF		
1	PRODUCTION MANAGER		
SUBTOTAL			\$ 1500.00
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			\$ 1500.00

Make all checks payable to **JUMPIN JACK PRODUCTIONS**

If you have any questions concerning this invoice, contact JUMPIN JACK 305 214 CARS

11/13/14

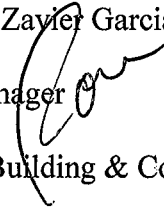
THANK YOU FOR YOUR BUSINESS!



AGENDA MEMORANDUM

Meeting Date: 11/10/2014

To: The Honorable Mayor Xavier Garcia and Members of the City Council

Via: Ron Gorland, City Manager 

From: Harold "Tex" Ziadie, Building & Code Compliance Director

Subject: Roofing/Building Inspector-Ulises Antonio Fernandez, DBA Design Builders

RECOMMENDATION:

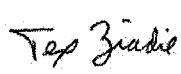

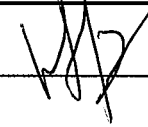
Recommendation by Bldg. & Code Compliance that Council waive the competitive bid process and approve an expenditure to Ulises Antonio Fernandez, DBA Design Builders, in an amount not to exceed \$ 58,000, on an as needed basis for Roofing Plan Reviews and Roofing/Building Inspections as funds were approved in the FY 14/15 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code.

DISCUSSION:

This annual contract provides the Roofing Inspector to conduct Plan Reviews in his trade and to perform Roofing and Building Inspections. **This is only to transfer funds previously approved for Inspector Angel M. Alvarez to a new Vendor.**

Spent in FY 2013/2014: \$58,000

Submission Date and Time: 11/5/2014 1:22 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Bldg. & Code Compliance</u>	Dept. Head: <u></u>	Dept.: <u>Building and Code Compliance</u>
Prepared by: <u>Tex Ziadie</u>	Procurement: <u></u>	Account No.: <u>001-2401-524-34-00</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: <u></u>	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>0</u>
	Attorney: _____	Current request: \$ <u>\$58,000</u>
		Total vendor amount: \$ <u>\$58,000</u>



CITY OF MIAMI SPRINGS
 OFFICE OF THE CITY CLERK
 201 Westward Drive
 Miami Springs, FL 33166-5259
 Phone: 305.805.5006
 Fax: 305.805.5028

TO: Honorable Mayor Garcia and Members of the City Council
 FROM: Erika Gonzalez-Santamaria, City Clerk
 DATE: October 7, 2014
 SUBJECT: PENDING BOARD APPOINTMENTS

The following appointments are pending:

APPOINTMENT COUNCILMEMBER	CURRENT MEMBER	NEW TERM EXPIRES	ORIGINAL APPOINTMENT DATE	LAST APPOINTMENT DATE
<u>Board of Adjustment/Zoning and Planning Board</u>				
Mayor Zavier Garcia	Francisco Fernández*	04-30-2015	10-14-1991	11-28-2011
Councilman Bain – Group 2	Ernie Aloma	04-30-2016	04-13-2009	01-11-2011
Councilman Lob – Group 3	Bill Tallman	04-30-2016	01-11-2010	05-14-2012
Vice Mayor Petralanda-Group 4	Manuel Pérez-Vichot	04-30-2017	12-14-1998	04-25-2011
Vice Mayor Petralanda-Group 4	Michael White*	10-31-2015	04-22-2013	04-22-2013
<u>Architectural Review Board</u>				
Mayor Zavier Garcia	Marc Scavuzzo	10-31-2016	08-27-2012	10-08-2012
Councilman Windrem – Group 1	Valentine Soler	10-31-2016	01-14-2013	01-14-2013
Councilman Bain – Group 2	Joe Valencia	10-31-2016	02-27-2012	02-27-2012
Councilman Lob – Group 3	Fredy Albiza	10-31-2016	08-27-2012	11-19-2012
Vice Mayor Petralanda-Group 4	Ana Paula Ibarra	10-31-2016	10-10-2011	10-08-2012
<u>Civil Service Board</u>				
Councilman Windrem – Group 1	Rob Youngs	06-30-2015	01-11-2010	01-11-2010
Councilman Bain – Group 2	Carrie Figueredo	06-30-2015	08-24-2009	08-24-2009
<u>Code Enforcement Board</u>				
Mayor Zavier Garcia	Walter Dworak	09-30-2016	11-14-2005	09-14-2010
Councilman Bain – Group 2	John Bankston	09-30-2017	09-23-2002	09-24-2012
Councilman Lob – Group 3	Rhonda Calvert	09-30-2017	09-25-2006	09-10-2012
Vice Mayor Petralanda-Group 4	Robert Williams	09-30-2016	03-10-2008	10-25-2010
<u>Code Review Board</u>				
Mayor Zavier Garcia	Connie Kostyra*	04-30-2015	VACANT	VACANT
Councilman Bain – Group 2	Arthur Freyre	04-30-2017	05-19-2009	05-09-2011
Councilman Lob – Group 3	Dan Dorrego	04-30-2016	08-11-2003	05-24-2010
Vice Mayor Petralanda-Group 4	Jana Armstrong	04-30-2016	06-11-2001	05-10-2010
<u>Disability Advisory Board</u>				
Mayor Zavier Garcia	Charlene Anderson*	12-31-2016	VACANT	VACANT
Councilman Windrem – Group 1	Catherine Stadnik	12-31-2016	12-14-1998	02-14-2011
Councilman Lob – Group 3	Richard Barnes	12-31-2016	05-11-2009	01-24-2011
Vice Mayor Petralanda Group 4	Roslyn Buckner	12-31-2016	03-26-2012	03-26-2012

<u>APPOINTMENT COUNCILMEMBER</u>	<u>CURRENT MEMBER</u>	<u>NEW TERM EXPIRES</u>	<u>ORIGINAL APPOINTMENT DATE</u>	<u>LAST APPOINTMENT DATE</u>
<u>Ecology Board</u>				
Councilman Bain – Group 2	Carl Malek	04-30-2017	11-22-2010	05-09-2011
<u>Education Advisory Board</u>				
Mayor Zavier Garcia	Caridad Hidalgo	05-31-2015	01-28-2013	01-28-2013
Councilman Bain – Group 2	Dr. Mara Zapata	05-31-2015	06-13-2011	06-13-2011
Councilman Lob – Group 3	Dr. John Salomon*	05-31-2015	12-14-2009	06-13-2011
<u>Golf and Country Club Advisory Board</u>				
Mayor Zavier Garcia	Michael Domínguez	07-31-2015	04-12-2010	09-26-2011
Councilman Windrem – Group 1	Mark Safreed****	07-31-2015	08-08-2005	06-27-2011
Councilman Bain – Group 2	George Heider****	07-31-2015	08-13-2001	06-27-2011
Councilman Lob – Group 3	Ken Amendola	07-31-2015	10-10-2011	10-10-2011
Vice Mayor Petralanda-Group 4	Art Rabade	07-31-2015	03-11-2013	03-11-2013
<u>Historic Preservation Board</u>				
Mayor Zavier Garcia	Sydney Garton**	01-31-2016	11-08-1993	02-08-2010
Councilman Bain – Group 2	Yvonne Shonberger**	02-28-2017	06-13-2005	09-10-2012
<u>Board of Parks and Parkways</u>				
Councilman Lob – Group 3	Irene Priess***	04-30-2017	08-13-2001	04-25-2011
Vice Mayor Petralanda-Group 4	Jean Ansbaugh***	04-30-2017	03-14-1994	04-25-2011
<u>Recreation Commission</u>				
Mayor Zavier Garcia	E. Jorge Santin	04-30-2016	04-14-2008	12-13-2010
Councilman Bain – Group 2	Dr. Stephanie Kondy*****	04-30-2017	06-13-2005	09-10-2012

* Connie Kostyra resigned on April 28, 2011.
 Charlene Anderson resigned on June 6, 2011.
 Francisco Fernandez resigned on May 6, 2014.
 Michael White resigned on August 18, 2014.
 Dr. John Salomon resigned on August 25, 2014.

** Historic Preservation Board – Council confirmation required per §153.11 of the City Code of Ordinances: “..... No board member who shall have served three consecutive terms of office shall be eligible to serve an additional term of office for 2 years thereafter, unless the appointment for any additional term shall be confirmed by a majority of the council.....”

*** Board of Parks and Parkways – Council confirmation required per §32.30 of the City Code of Ordinances: “..... No board member who shall have served three consecutive terms of office shall be eligible to serve an additional term of office for 2 years thereafter, unless the appointment for any additional term shall be confirmed by a majority of the council”

**** Golf and Country Club Advisory Board – Council confirmation required per §32.93 “No board member who shall have served 3 consecutive terms of office shall be eligible to serve an additional term of office for 2 years thereafter, unless the appointment for any subsequent additional term shall be confirmed by a majority of the council”

***** Recreation Commission – Council confirmation required per §32.05 (A)..... “No commission member who shall have served three consecutive terms of office shall be eligible to serve an additional term of office for two years thereafter, unless the appointment for any additional term shall be confirmed by a majority of the council.”

cc: City Manager
 Assistant City Manager/Finance Director
 City Attorney



CITY OF MIAMI SPRINGS
 OFFICE OF THE CITY CLERK
 201 Westward Drive
 Miami Springs, FL 33166-5259
 Phone: 305.805.5006
 Fax: 305.805.5028

TO: Honorable Mayor Garcia and Members of the City Council
FROM: Erika Gonzalez-Santamaria, City Clerk
DATE: October 8, 2014
SUBJECT: Police and Firefighter’s Retirement System Board of Trustees

The following appointments by the City Council are pending:

CURRENT MEMBER	NEW TERM EXPIRES	ORIGINAL APPOINTMENT DATE	LAST APPOINTMENT DATE
Robert J. Gordon	09-30-2016	10-22-2012	10-22-2012
Peter G. Baan	09-30-2016	10-28-2008	10-22-2012

Per City Code of Ordinance Section 35-56 – Administration.

(A) The general administration and responsibility for the proper operation of the retirement system, and for making effective the provisions of §§ 35-50—35-59 are vested in a Board of Trustees consisting of five persons as follows:

- (1) Two employee members of the police department who shall be police officers as defined in F.S.A. § 185.02(1) to be elected as hereinafter provided; and
- (2) Two members who shall be legal residents of the municipality to be appointed by the City Council; and
- (3) One member to be appointed by the previous four members, whose appointment shall be confirmed, as a ministerial duty, by the City Council.

(B) The term of office of each elected employee member trustee shall be two years unless he or she sooner leaves the employment of the municipality as a police officer. The term of office of each resident member appointed by the City Council shall be two years, unless sooner replaced by the City Council at whose pleasure they shall serve, and the term of the fifth member shall be two years. All members may succeed themselves in office.

cc: City Manager
 Assistant City Manager/Finance Director
 City Attorney



AGENDA MEMORANDUM

Meeting Date: 11/10/2014

To: The Honorable Mayor Zavier Garcia and Members of the City Council

Via: Ron Gorland, City Manager *Ron*

From: William Alonso, Assistant City Manager/ Finance Director *WAl*

Subject: Increase in Sanitation fees

Recommendation:

“In accordance with Resolution 2009-3448, the Administration requests approval of a 2.3% increase in sanitation/recycling fees which is the FY14-15 increase assessed by the County for disposal and recycling fees”

Discussion/Analysis:

During August 2014, the City received notice from Miami Dade Solid Waste Management (attachment a and b) that their disposal and recycling fees will both increase by 2.3% effective October 1, 2014. Since the City includes the annual sanitation charges on the property tax bills, it was too late to make any changes for the tax bills that were mailed out in October 2014. We are hereby requesting approval of the new fee which will be included in the tax bills that will be mailed out in October 2015. The current annual sanitation/recycling fee is \$628, the new fee will be \$642.

In accordance with paragraph c) Annual Cost of Living Adjustments in the rate chart approved under resolution 2009-3448 by this Council, the Administration requests approval to increase our sanitation rate from the current \$49.65 per month to \$50.79 per month, and our recycling fee from \$2.69 to \$2.75 per month, effective October 1, 2014.

If Council approves this increase, we are attaching the required resolution for their approval.

Fiscal Impact (If applicable):

This increase represents approx.. \$53,000 in additional revenues that will offset the increased costs from the County.



miamidade.gov

Attachment A

Public Works and Waste Management

2525 NW 62nd Street • Suite 5100

Miami, Florida 33147

T 305-514-6666

111 NW 1st Street • Suite 1610

Miami, Florida 33128

T 305-375-2960

CITY OF MIAMI SPRINGS

2014 AUG -6 P 1:54

July 31, 2014

Ron Gorland, City Manager
City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166

Re: Contract Disposal Fee and Transfer Fee for Fiscal Year 2014-15

Dear Mr. Gorland:

This is to inform you that the Consumer Price Index (CPI) has been released by the Bureau of Labor Statistics of the Federal Department of Labor.

Article 3, Subsection D: Disposal and Transfer Fees of the Interlocal Agreement between your municipality and the Miami-Dade County Public Works and Waste Management Department (PWWM) states that Disposal Fees and Transfer Fees may be increased or decreased for inflation or deflation relative to increases or decreases in the U.S. Government Consumer Price Index for All Urban Consumers for the Southeast Region of the United States (CPI) for the prior period of July 1 through June 30.

Pursuant to the above agreement, the contract disposal fee is proposed to increase from **\$64.85** per ton to **\$66.34** per ton; the contract transfer fee is proposed to increase from **\$12.75** per ton to **\$13.04** per ton. These fees represent a CPI calculated at 2.3 percent. The Miami-Dade County Board of County Commissioners will vote in September, and if approved, the increase will take effect on October 1, 2014.

PWWM is committed to delivering excellence every day and looks forward to continue serving your waste disposal and collection needs. Should you have any questions or concerns, please contact Ms. Aneisha Daniel, Assistant Director, Administration at 305-375-2162 or visit our website at www.miamidade.gov/publicworks.

Sincerely,

Aina T. Hudak
Deputy Mayor and Interim Director

Attachments

c: Paul Mauriello, Deputy Director, Operations, PWWM
Maria Sanchez, Controller, PWWM

Attachment B

NOTICE

REGARDING PROPOSED CHANGE IN RATE FOR CURBSIDE RECYCLING FY 2014-2015

Please note that Section VI: Payments of the Interlocal Agreement for Inclusion in the Miami-Dade County Curbside Recycling Program allows for an adjustment in the monthly fee paid by the Municipality to the County based on the increase or decrease in the Consumer Price Index (CPI), All Urban Consumers, South Urban, All items, annual average during the previous Service year, not to exceed three percent (3%).

To assist in the development of your municipality's budget, please note that the CPI has been released by the Bureau of Labor Statistics of the Federal Department of Labor. This CPI is calculated at 2.3 percent (2.3%). The Board of County Commissioners will vote in September and if approved, the proposed increase will take effect on October 1, 2014. All invoices issued for service from October 1, 2014 through September 30, 2015 will reflect this rate.

$$\$2.59 \text{ (per household per month)} \times (0.023) = \$0.05$$

$$\$2.59 + .05 = \$2.64$$

Thank you for your participation in the residential, single-stream, curbside recycling program. If you have any questions regarding this proposed new rate, please call Jeanmarie Massa, Recycling Manager, Miami-Dade County Department of Solid Waste Management at 305-514-6631.



Delivering Excellence Every Day

August 2014

RESOLUTION NO. 2014 -

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MIAMI SPRINGS
ESTABLISHING RATES FOR COLLECTION
OF GARBAGE, TRASH AND RECYCLING FOR
RESIDENTIAL AND COMMERCIAL
CUSTOMERS WITHIN THE CITY OF MIAMI
SPRINGS; EFFECTIVE DATE**

WHEREAS, the City Council, in order to maintain certain public health standards, has established a policy for the effective removal of garbage, trash, and recyclable materials from residential and commercial property; and,

WHEREAS, the City Administration annually reviews all such operations and establishes a budget to account for these collection programs; and,

WHEREAS, on occasion the City must adjust the rates charged to its customers to provide for continued regular service; and,

WHEREAS, Resolution 2009-3448, approved by the City Council , authorized the City to increase sanitation rates by the percentage increase imposed annually by the County; and,

WHEREAS, Code of Ordinance Section 93.07 authorizes and directs the maintenance of a Schedule of Fees by the passage of a Resolution by the City Council.

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

Section 1: That the Schedule of Sanitation Fees attached to this Resolution as Exhibit A is hereby approved as the official fee schedule for the services specified therein.

Section 2: That provisions of this Resolution shall become effective October 1, 2014.

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida, this _____ day of _____, 2014, on a motion by _____ and seconded by _____.

Vice Mayor Petralanda
Councilman Windrem
Councilman Bain
Councilman Lob
Mayor Garcia

Zavier M. Garcia, Mayor

ATTEST:

Erika Gonzalez-Santamaria, CMC, City Clerk

APPROVED AS TO LEGALITY AND FORM:

Jan K. Seiden, City Attorney

EXHIBIT "A"

CITY OF MIAMI SPRINGS

SCHEDULE OF SANITATION FEES

Effective October 1, 2014

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

		<u>Old rate</u>	<u>New rate</u>
<u>Monthly</u>	Garbage Service	\$24.25	\$24.80
	Trash Service	\$25.40	\$25.99

Single-family residential dwelling, recycling fee.

	<u>Old rate</u>	<u>New rate</u>
<u>Monthly</u>	\$2.69	\$2.75

- b) Multi-family 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 collection; fees shall be charged per living unit; and weekly for trash.

		<u>Old rate</u>	<u>New rate</u>
<u>Monthly</u>	Garbage Service/Unit	\$4.00	\$4.10
	Trash Service/Unit	\$12.55	\$12.84

Multi-family residential recycling fee.

	<u>Old rate</u>	<u>New rate</u>
<u>Monthly</u>	\$1.12	\$1.15 per unit

- c) Annual Cost of Living Adjustments – In the event that the Miami Dade County 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 here 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 increases shall require City Council approval prior to becoming effective.



miamidade.gov

Public Works and Waste Management

2525 NW 62nd Street • Suite 5100
Miami, Florida 33147
T 305-514-6666

111 NW 1st Street • Suite 1610
Miami, Florida 33128
T 305-375-2960

CITY OF MIAMI SPRINGS
2014 AUG -6 P 1:54

July 31, 2014

Ron Gorland, City Manager
City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166

Re: Contract Disposal Fee and Transfer Fee for Fiscal Year 2014-15

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PWWM is committed to delivering excellence every day and looks forward to continue serving your waste disposal and collection needs. Should you have any questions or concerns, please contact Ms. Aneisha Daniel, Assistant Director, Administration at 305-375-2162 or visit our website at www.miamidade.gov/publicworks.

Sincerely,

Alma T. Hudak
Deputy Mayor and Interim Director

Attachments

c: Paul Mauriello, Deputy Director, Operations, PWWM
Maria Sanchez, Controller, PWWM

NOTICE

REGARDING PROPOSED CHANGE IN RATE FOR CURBSIDE RECYCLING FY 2014-2015

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To assist in the development of your municipality's budget, please note that the CPI has been released by the Bureau of Labor Statistics of the Federal Department of Labor. This CPI is calculated at 2.3 percent (2.3%). The Board of County Commissioners will vote in September and, if approved, the proposed increase will take effect on October 1, 2014. All invoices issued for service from October 1, 2014 through September 30, 2015 will reflect this rate.

$$\$2.59 \text{ (per household per month)} \times (0.023) = \$0.05$$

$$\$2.59 + .05 = \$2.64$$

Thank you for your participation in the residential, single-stream, curbside recycling program. If you have any questions regarding this proposed new rate, please call Jeanmarie Massa, Recycling Manager, Miami-Dade County Department of Solid Waste Management at 305-514-6631.



August 2014

CITY OF MIAMI SPRINGS



City Manager's Department
201 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305) 805-5010
Fax: (305) 805-5040

TO: Honorable Mayor Garcia and Members of the City Council

FROM: Ron Gorland, City Manager
William Alonso, Assistant City Manager/Finance Director
Tex Ziadie, Building and Code Director

SUBJECT: Building Department Outsourcing

DATE: November 4, 2014

RECOMMENDATION:

In response to Council's request for this agenda item we've conducted the following in-depth Building Department outsourcing investigation and after careful consideration and much discussion, the three of us strongly recommend that the Building Department function (Building Official, inspectors and associated administrative staff) be retained as an in-house City function and not be outsourced to either another City, M-DC, or to a for-profit firm. It is our collective opinion that this function is so critical to a community's welfare that entrusting it to an outside firm in our opinion would be a much worse situation than what we have now. Outsourcing this function is typically done by new start-up communities (ex. Doral) that typically bring it in-house as soon as practical, or out-source it because of corruption, etc., which does not apply to us.

DISCUSSION

OPERATIONAL CONSIDERATIONS: We recognize that the Department may have certain "customer service" issues and that public perception appears not to be good at this point. However, this negative perception is often fueled by a few disgruntled customers, some of whom have not been allowed to do things "their way" and is not indicative of the overall perception of the Department. Many customers have praised the department for ease of access, efficiency and timely handling of the permit process. Just a few of those have come before Council to publicly state their objection to outsourcing. It is our view that outsourcing this function at this time would be a mistake because of the following:

1. Loss of direct control of a major City function that's critical to the well-being of our residents. Adherence to the building codes established by the State and the County are essential, especially in a coastal community that is subject to very strict codes for high velocity wind zones. All too often we hear from commercial and residential

contractors, etc. that surrounding City's do not inspect to our City's standards in spite of what the Code requires.

2. The breakeven cost of our in-house function is far below what a for-profit operation needs to achieve to be both successful and profitable. Additional building costs and fees are often attributable to outsourcing, and the costs are born by the property owners and not the City. (See the Financial Considerations section).
3. Because of our relatively low volume of Building Department activity (we're primarily a built-out residential community), over the past 15 years or more we have established a very low cost Building function because the costly technical labor aspects of the Department (Building Official and Inspectors) are handled by part-time employees. These savings are passed directly on to our citizens/property owners in reduced permitting and inspection fees, while at the same time being able to provide elevated services (ex. free multiple inspections, free consultations, etc).
4. The City's Building Department is unfairly blamed in many situations not of their making or even under their control, such as the technical reviews and approvals by M-DC Building Dept., M-DC Fire, M-DC DERM and the of M-DC Health, the submission of very incomplete architect plans and drawings, and the intentional or improper conduct and actions of unscrupulous and/or unknowledgeable contractors, etc.
5. Once outsourced, re-establishing and re-building an in-house program becomes operationally very difficult and financially cost prohibitive.

FINANCIAL CONSIDERATIONS

During our discussions with one of the outsourcing firms, they advised us that they would offer all services and personnel (Building Official, Inspectors, and Clerical) for a fee of 75% of all building department revenues, with the city keeping the remaining 25%. Attachment A provides the FY14-15 budget for the Building Department and shows a budgeted surplus of \$301,913 before allocating indirect costs. Under the 25% model, the City would have a surplus of \$190,327 or an almost \$112,000 shortfall from our budgeted surplus..

I provided this to the firm for their review, they then revised their proposal to lower their fee from 75% to 65% and the city keeping the remaining 35%. Attachment B shows that under this model, the City would have a surplus of \$275,427 or a \$26,000 shortfall.

Attachment D is an analysis of the Building Department operation for the fiscal year just ended. As you can see we had a surplus, before allocating indirect costs, of \$466,244. If we had outsourced at the 35% fee, the surplus would have been \$308,979 or a difference of almost \$157,000.

Based on our discussions with the firm, it appears that they are willing to adjust their fees so that the city is not in a deficit position. Based on this, the outsourcing decision would not result in any savings to the city but would actually reduce the amount of surplus that would go to the General Fund to cover indirect costs.

From the perspective of residents, contractors and builders etc., we cannot estimate the amount of increase that they will encounter in outsourcing. Furthermore, we cannot project if the firm would cover their costs and generate themselves a profit at the 65% fee! If they do not then they would need to either increase fees or lower their operating costs.

Another area of consideration is that under the current in-house operation, there are some services that we provide to our customers without charge. Attachment C is an email from Tex Ziadie which addresses this issue and provides an estimate of the costs of no-charge services provided to our customers.

ALTERNATIVES

- A. In our opinion, the primary problems currently being experienced, are a lack of customer service being provided by some of our staff (sometimes far too gruff and officious) and resident/customer misunderstandings. Even so, outsourcing this department without first at least investing some money to attempt to solve the current problems, will result in throwing the baby out with the bath water. We would like for the Mayor and Council to consider supporting the Department for an additional year to allow the Administrative Staff to initiate appropriate customer service and organizational changes. If Council is open to this possibility, we could develop a plan for Council to review in the near future.
- B. If determined to be advisable and in the best interests of the City, bring in an expert in the field to assess and recommend changes in the Department's operation.

ATTACHMENT A

BUILDING DEPARTMENT FINANCIAL ANALYSIS FY2014-15 Inhouse vs. Outsource Model

	Budget	Outsource
	FY14-15	Model
	FY14-15	FY14-15
Building Permits	450,000	450,000
Electrical Permits	75,000	75,000
Plumbing Permits	50,000	50,000
Roofing Permits	55,000	55,000
Mechanical Permits	17,000	17,000
Zoning Permits	47,000	47,000
Certification of Completions	2,000	2,000
Structural Permits	20,000	20,000
Other Permits	135,000	135,000
	-	-
Total Fees Collected	851,000	851,000
Outsource @ 25%		212,750

Direct costs:

REGULAR SALARIES	181,161	0
PART TIME YEAR ROUND	100,000	0
INSPECTOR PAY	40,000	0
FICA TAXES	20,660	0
GENERAL EMPLOYEES RET SYS	36,395	0
TOTAL MEDICAL/LIFE INSURANCE	55,888	0
WORKER'S COMPENSATION	8,358	0
CONTRACTUAL SERV - INSPECTORS	75,565	0
TRAVEL AND PER DIEM	1,050	0
TELEPHONE	2,129	2129
CELLULAR TELEPHONE	3,338	0
POSTAGE	825	825
INTERNET ACCESS	1,363	1363
RENTALS AND LEASES	1,748	1748
LIABILITY INSURANCES	5,208	5208
REPAIRS AND MAINTENANCE	3,000	3000
PRINTING AND BINDING	750	750
OFFICE SUPPLIES	1,500	1500
CREDIT CARD FEES/BANK CHARGES	4,400	4400
OPERATING SUPPLIES	1,500	1500
UNIFORMS	1,500	0
DUES, MEMBERSHIPS, SUBS	375	0
EDUCATION AND TRAINING	375	0
MACHINERY &* EQPT	2,000	-
Total direct expenditures	549,087	22,423
Total surplus(deficit) from operations	301,913	190,327

ATTACHMENT B

BUILDING DEPARTMENT FINANCIAL ANALYSIS FY2014-15 Inhouse vs. Outsource Model

	Budget FY14-15	Outsource Model FY14-15
Building Permits	450,000	450,000
Electrical Permits	75,000	75,000
Plumbing Permits	50,000	50,000
Roofing Permits	55,000	55,000
Mechanical Permits	17,000	17,000
Zoning Permits	47,000	47,000
Certification of Completions	2,000	2,000
Structural Permits	20,000	20,000
Other Permits	135,000	135,000
	-	-
Total Fees Collected	851,000	851,000
Outsource @ 35%		297,850

Direct costs:

REGULAR SALARIES	181,161	0
PART TIME YEAR ROUND	100,000	0
INSPECTOR PAY	40,000	0
FICA TAXES	20,660	0
GENERAL EMPLOYEES RET SYS	36,395	0
TOTAL MEDICAL/LIFE INSURANCE	55,888	0
WORKER'S COMPENSATION	8,358	0
CONTRACTUAL SERV - INSPECTORS	75,565	0
TRAVEL AND PER DIEM	1,050	0
TELEPHONE	2,129	2129
CELLULAR TELEPHONE	3,338	0
POSTAGE	825	825
INTERNET ACCESS	1,363	1363
RENTALS AND LEASES	1,748	1748
LIABILITY INSURANCES	5,208	5208
REPAIRS AND MAINTENANCE	3,000	3000
PRINTING AND BINDING	750	750
OFFICE SUPPLIES	1,500	1500
CREDIT CARD FEES/BANK CHARGES	4,400	4400
OPERATING SUPPLIES	1,500	1500
UNIFORMS	1,500	0
DUES, MEMBERSHIPS, SUBS	375	0
EDUCATION AND TRAINING	375	0
MACHINERY &* EQPT	2,000	-
Total direct expenditures	549,087	22,423
Total surplus(deficit) from operations	301,913	275,427

Attachment C

William Alonso

To: Tex Ziadie; Ron Gorland; Jan Seiden
Subject: RE: Draft

-----Original Message-----

From: Tex Ziadie
Sent: Thursday, October 30, 2014 11:54 AM
To: William Alonso; Ron Gorland; Jan Seiden
Subject: RE: Draft

Kind of hard to do.

We currently provide all required inspections and any additional inspections needed without any additional charges. The only time that we charge for an extra inspection is when we go to a location and twice in a row they are not ready and then for the third inspection we charge them a re-inspection fee of \$50. Sometimes we even waive that if there are extenuating circumstances.

During Fiscal year 2013-2014 we performed 3,723 inspections in all trades. If even ten percent of those were re-inspections, then there would have been an additional charge passed on to the property owners of \$18,600 (372 inspections times \$50). If they charged for all re-inspections, that amount would probably be higher.

To use the Hyatt, currently under construction, as an example. Thus far they have had 133 inspections. Of those, 62 were either partially approved or denied, which means they had to have that inspection over again. That means they would have paid an additional \$3,100 in re-inspection fees. So far, they have paid ZERO in re-inspection fees. This does not even count the inspections that were cancelled and may have been subject to re-inspection fees also and the informal inspections and visits that Skip has made to the site.

As to consultations, I estimate that Skip spends about 5 hours per week in consulting with customers about their plans. The other inspectors probably spend an hour or two between all of them. There is never a charge for this. If Skip's hourly rate were charged for this it would amount to about \$525 in fees charged to those residents each week or \$27,300 per year (7 time \$75 times 52).

Tex

-----Original Message-----

From: William Alonso
Sent: Thursday, October 30, 2014 11:01 AM
To: Ron Gorland
Cc: Tex Ziadie
Subject: Re: Draft

Tex?

Sent from my iPhone

Attachment D

BUILDING DEPARTMENT FINANCIAL ANALYSIS FY2013-14 Inhouse vs. Outsource Model

	YTD Actual <u>as of 9/30/14</u>	Outsource Model <u>as of 9/30/14</u>
Building Permits	414,313	414,313
Electrical Permits	90,186	90,186
Plumbing Permits	47,490	47,490
Roofing Permits	68,744	68,744
Mechanical Permits	54,504	54,504
Zoning Permits	42,513	42,513
Certification of Completions	3,850	3,850
Structural Permits	26,260	26,260
Other Permits	200,769	200,769
	-	-
Total Fees Collected	948,629	948,629
Outsource @ 35%		332,020

Direct costs:

REGULAR SALARIES	200,645	
PART TIME YEAR ROUND	110,531	
INSPECTOR PAY	135,087	
WORKER'S COMPENSATION	3,449	
TRAVEL AND PER DIEM	1,350	-
TELEPHONE	1,865	1,865
CELLULAR TELEPHONE	4,446	-
POSTAGE	509	509
INTERNET ACCESS	1,355	1,355
RENTALS AND LEASES	1,814	1,814
LIABILITY INSURANCES	6,966	6,966
REPAIRS AND MAINTENANCE	1,692	1,692
PRINTING AND BINDING	304	304
OFFICE SUPPLIES	1,117	1,117
CREDIT CARD FEES/BANK CHARGES	4,024	4,024
FLEET MAINTENANCE	3,839	
OPERATING SUPPLIES	3,395	3,395
MACHINERY &* EQPT	-	-
Total direct expenditures	482,385	23,041
Total surplus(deficit) from operations	466,244	308,979



AGENDA MEMORANDUM

Meeting Date: 11/10/2014

To: The Honorable Mayor Xavier Garcia and Members of the City Council

From: Ronald K. Gorland, City Manager *RK Gorland*
William Alonso, Assistant City Manager/Finance Director *WAlonso*

Subject: Country Club Operations Contract

Recommendation:

“The Administration requests guidance from Council on how to proceed with the Country Club operations contract with Mr. Carlos Santana which is due to expire on January 9, 2016.”

Discussion/Analysis:

The current contract with Mr. Santana will expire in less than 14 months and Mr. Santana wants to know if the city is planning to renew it. As you know, Mr. Santana books his events 12 to 18 months ahead of time so he wants sufficient time to plan accordingly. The golf course debt will be paid off in October 2017 so we have developed the following alternatives for your consideration:

1. Extend Mr. Santana’s current contract until October 2017 (approximately 22 months) until the golf course debt is paid off, preceding that date we would issue an RFP for an operational contract where the city would derive revenues effective October 2017.
2. Issue an RFP early in 2015 for an operator that would take over under the current contract terms until October 2017. At which time the city could issue another RFP for a five year agreement that would begin in October 2017 with terms that would allow the city to receive revenues from the contract.
3. Issue an RFP early in 2015 for a five year agreement that would entail operating the first 22 months (until October 2017) under the current contract terms then the terms would change for the remaining 38 months whereby the city would begin receiving revenues.

**OPERATIONAL FOOD AND BEVERAGE
AGREEMENT FOR THE MIAMI SPRINGS
GOLF AND COUNTRY CLUB**

THIS OPERATIONAL AGREEMENT is entered into this 26th day of
OCTOBER, 2010, between the CITY OF MIAMI SPRINGS, FLORIDA, a
Florida Municipal Corporation, hereinafter referred to as "City", and MIAMI SPRINGS
COUNTRY CLUB F&B, INC., a Florida Corporation, hereinafter referred to as "Operator":

WITNESSETH:

WHEREAS, since the acquisition of the Miami Springs Golf and Country Club
from the City of Miami in 1997, the Food and Beverage operations of the facility have been
subject to various management plans and associated companies; and,

WHEREAS, in the years prior to the previous Agreement with Miami Springs County
Club F&B, Inc., it was apparent that the Food and Beverage operations at the facility
sustained substantial annual monetary losses regardless of the plan or management
company in charge of the facility; and,

WHEREAS, the City Council directed the City Administrative Staff to investigate
alternative operational models which would substantially reduce or eliminate the severe
annual monetary losses being incurred by the Food & Beverage operations at the Country
Club; and,

WHEREAS, during the aforesaid investigation by the City's Administrative Staff it

was quickly determined that the various alternatives available to the City were limited by the existence of the "tax free" bonding utilized by the City to acquire the Golf & Country Club in 1997; and,

WHEREAS, the City Administrative Staff was advised by bond and tax counsel alike that while the City could not "profit" from the privatization of the Food & Beverage operation of the Country Club, the City could allow a third party to operate the Food & Beverage facilities at the Country Club without jeopardy or penalty if the City received no compensation or profit from such an arrangement; and,

WHEREAS, the City Administrative Staff presented and discussed the various alternative operational and managerial models for the Golf & Country Club with the City Council; and,

WHEREAS, following much public debate, citizen inquiry and participation, and staff comment and illustrative presentations, the City Council directed the City Administrative Staff to prepare and disseminate an open ended Request for Proposals for the future operation or management of the Golf and Food & Beverage functions at the Country Club facility; and,

WHEREAS, the aforesaid Request for Proposals was formulated in a manner that would attract a wide range of possible proposals and operational or managerial alternatives from which the City Council could choose; and,

WHEREAS, Request for Proposal No. 09-03/04 for the Miami Springs Golf & Country Club operations or management was published and disseminated in September 2004, with a proposal submission deadline of October 22, 2004; and,

WHEREAS, the City disseminated over three hundred (300) notices regarding the pending Request for Proposals, and conducted a mandatory pre-bid conference at the City on September 28, 2004, which was attended by 19 prospective proposers; and,

WHEREAS, by the established submission deadline two (2) responses were received for two (2) year managerial contracts for the Golf operations at the Country Club, and two (2) responses were received for five (5) year operational agreements for the Food & Beverage operations at the facility; and,

WHEREAS, following extensive review, discussion and debate by the City Administrative Staff, City Council and concerned citizens, the City Council voted to direct the City Manager to begin negotiations with MIAMI SPRINGS COUNTRY CLUB F&B, INC., a Florida Corporation for Food & Beverage operational services at the Golf & Country Club facility; and,

WHEREAS, on February 23, 2005, the City entered into an "Operational Food and Beverage Agreement for the Miami Springs Golf and Country Club" with Miami Springs Country Club F&B, Inc.; and,

WHEREAS, the five (5) year term of the aforesaid Agreement is due to expire shortly and the parties have mutually acknowledged the operator's compliance with the terms and conditions imposed upon it by the Agreement; and,

WHEREAS, The City Administrative Staff, in light of the operator's performance during the term of the Agreement, the substantial funds invested by operator in improvements to the City's Country Club facility, and its desire to continue its operations at the facility, has sought City Council authorization to negotiate a new Agreement with the

operator to provide food and beverage services to at the Miami Springs Country Club; and,

WHEREAS, the City Council, in consideration of the operator's past performance and its current desire to continue to provide food and beverage services at the Miami Springs Country Club, authorized the City Administrative Staff to negotiate a new Operational Agreement with the current operator instead of authorizing the issuance of a request for proposal for the required Country Club services; 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 MIAMI SPRINGS COUNTRY CLUB F&B, INC., a Florida Corporation for Food & Beverage operational 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 MIAMI SPRINGS COUNTRY CLUB F&B, INC., a Florida Corporation hereby agree as follows:

INTENT

It is the intent of this Agreement for the City of Miami Springs to permit and authorize MIAMI SPRINGS COUNTRY CLUB F&B, INC., a Florida Corporation to be the exclusive operator of all Food & Beverage services at the Miami Springs Golf & Country Club. The basis and cornerstone of this Agreement is that the City will transfer operational control of all non-golf related areas at the Country Club facility to operator at no lease/rental cost and permit the operator to maintain full revenue and expense

responsibility for all Food & Beverage functions at the facility. The parties have mutually acknowledged that the aforesaid relationship is a permitted operational alternative for the Country Club which will transfer all profit and loss Food & Beverage responsibility to the Operator while not impacting the tax free status of the municipal bonds utilized by the City in 1997 to purchase the Golf Course and Country Club facility.

OPERATIONAL SERVICES

The Operator agrees to provide, at a minimum, the following Food & Beverage Services at the Country Club facility, to-wit:

- Catering of major events (weddings, parties, etc.).
- 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).
- Providing 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.
- Establishing a "Golfer Fare" menu to be distributed on or with score cards (cold & hot sandwich items that can be quickly prepared for easy pick-up to allow continuous play).
- Providing early morning coffee service and pre-packaged baked goods for golfers.
- Room rental charges and/or corkage charges (for charitable events/Golf Tournaments in which food is donated; limited to ten (10) events annually),
- Grill and Bar Services in the Cavalier and Curtiss rooms (to support the daily needs and requirements of golfers, citizens and local civic groups and organizations).

- Food & Beverage golf cart on at least Saturdays and Sundays (for support of golfers and expanded services for tournament play).
- Special Holiday event programs and celebrations sponsored or operated by the City government (cooperative utilization of facilities limited to ten (10) events annually).

It is the specific intent of this provision that the aforesaid services be offered in a manner that is supportive of the golf course operations, beneficial to the citizens of the community, and an enhancement of the reputation of the Miami Springs Golf & Country Club. Further, it is specifically understood and agreed that Operator 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 Operator, who agrees to be reasonable, cooperative and supportive of all such groups and the booking of their events.

Additionally, the Operator has been fully advised of the vital nature of the golf operation at the Country Club to the City and its finances. In accordance therewith, the Operator has represented and warranted that it will fully support, and cooperate with, the City and its golf management company in the coordination of the scheduling of events and the services to be provided at all golf related events.

OPERATIONAL LOCATIONS

The Operator will maintain full and complete control of the usages, functions and events to be assigned to the Dynasty, Majestic, Cavalier and Curtiss rooms at the facility. However, the parties understand and agree that the Cavalier and Curtiss rooms are to be primarily reserved for the support of the golf operations, citizen needs and accommodations, and meetings and events of local civic groups and organizations.

It is further understood and agreed that the additional space provided between the Cavalier and Curtiss rooms is intended to provide flexible alternatives to the Operator for the utilization of this space in a manner that will encourage the most consistent support for the golfers, citizens and local civic groups and organizations who may want to utilize the facility.

While the Operator acknowledges the importance of cooperating with the Golf Course Manager in regard to providing available parking for all golfers and golf functions, the Operator shall be responsible to determine and assign appropriate parking arrangements to accommodate all Food & Beverage functions that may conflict with the existing needs of the golfers and golf functions.

HOURS OF SERVICE

The Operator has exclusive discretion in establishing the hours of operation utilized for major catered events. However, in order to support the needs of the golfers, citizens, and local civic groups and organizations, the following minimum weekly hours of operation have been deemed acceptable to the parties hereto, to-wit:

9:00 A.M. - 9:00 P.M. - Bar operations in the grill area.
(Monday through Saturday)

9:00 A.M. - 6:00 P.M. - Bar operations in the grill area.
(Sunday)

9:00 AM. - 6:00 P.M. - Restaurant operations in the grill area.
(Monday through Saturday)

9:00 AM. - 6:00 P.M. - Restaurant operations in the grill area.
(Sunday)

* NOTE: All operations will be closed on Christmas Day and New Year's Day.

It is, however, further understood and agreed that the aforesaid hours may be modified based upon seasonality, economic conditions, and feasibility (supported by appropriate documentation and economic history) and the approval of the City.

TERM OF AGREEMENT

This Agreement shall begin on the 10th day of January, 2011 and terminate on the 9th day of January, 2016.

Further, this Agreement is not subject to any option or automatic renewal, but may be reawarded to the Operator or any other third party following compliance with any and all selection procedures utilized by the City at the conclusion of this Agreement.

TERMINATION OF AGREEMENT BASED UPON CAUSE

Notwithstanding anything to the contrary contained herein, the parties mutually agree that this Agreement may be terminated by either party for "cause". In accordance with the foregoing, if either party hereto is in violation of any of the terms, conditions,

covenants, and provisions of this Agreement, the non-violating party 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 non-violating party 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 non-violating party may then serve the violating party with a "Termination for Cause" Notice which shall terminate this Agreement between the parties upon receipt by the violating party.

For the purposes of this provision, the following, although not intended to be a listing of all possible agreement violations, shall constitute "violations" of this Agreement, to-wit:

- Any acts, actions or omissions in violation of the terms, conditions, covenants, and provisions of this Agreement.
- Any failure to provide or file any required document, report or form.
- Any failure to abide by any rules, regulations, laws, statutes, ordinances or policies.
- Any actions that would jeopardize or threaten the validity or existence of any required license, permit or insurance coverage.
- The filing of any general assignment for the benefit of creditors.
- The filing of any voluntary or involuntary bankruptcy.

- The filing of any corporate liquidation, dissolution, or reorganization.
- The appointment of any trustee, receiver or liquidator.
- Any actions filed against a party hereto seeking any of the foregoing.

OPERATIONAL EXPENSES

The parties have mutually agreed that the following expenses for the Country Club facility will be assumed by the responsible party identified below, to-wit:

City Responsibility:

- Maintenance of existing building security system and cameras and installation of additional cameras in the newly renovated and constructed areas of the Country Club.
- Installation of submeters for electrical service for all golf related areas (driving range, cart charging area, new Pro Shop, and maintenance building), and the payment of all electricity charges for these areas.
- Maintenance of irrigation equipment for Country Club facility landscaping and payment of all water bills for such activities.
- Maintenance and repair of roof of Country Club facility.
- Payment of any and all real property taxes that may be assessed against the Golf & Country Club facilities.
- Maintenance of all parking areas adjacent to the Country Club facility.

Operator Responsibility:

- Maintenance, repair, and replacement responsibility for all building systems and equipment (all to be in good working order and condition upon the execution of this Agreement).

- Payment of all utility charges associated with the Country Club facility, not separately attributable to the golf operation at the Country Club.
- Purchase and installation of whatever new kitchen equipment, appliances and supplies are required in order to fulfill the Operator's responsibilities under this Agreement (all kitchen equipment and appliances that become affixed to the premises shall remain as City property at the termination of this Agreement).
- Operation of the Country Club facility security system and cameras.
- Janitorial/Cleaning services for the Country Club facility.
- Maintenance of all landscaping installed or provided by Operator at the Country Club facility.
- Payment of all cable, satellite or other television services by Operator.

OPERATOR BONDING

The Operator understands and agrees that all renovations performed on the Country Club facility under the direction and supervision of Operator shall be appropriately bonded (Labor and Materials Bond and Performance Bond) to insure that all labor and materials provided to the renovation project are paid, and that if Operator is financially unable to finalize the renovations, that all such renovations will be completed by its bonding company or their representatives/contractors.

In addition, the parties hereto acknowledge the impracticality, practical difficulties, and lack of economic feasibility of the Operator providing a Performance Bond for the operation of the Country Club facility that is envisioned and intended by this Agreement.

INSURANCE

Operator shall be responsible to secure the following minimum insurance coverages, which shall remain in full force and effect during the entire term of this Agreement. Operator shall also be responsible for providing the City with copies of all insurance policies secured in advance of undertaking its responsibilities and obligations in regard to this Agreement, and on the anniversary date of the execution and effective date of this Agreement. Additionally, the City retains the right, in its sole and exclusive discretion, to approve all insurance companies providing coverage under this Agreement.

- **Comprehensive General Liability:** Coverage shall be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Service Office and must include:
 - Minimum limit of total coverage in the amount of \$5,000,000 per occurrence, which shall be combined single limit for all bodily injury, death, and property damage liability.
 - Coverage for premises and/or operations; including restaurant and liquor liability.
 - Coverage for independent contractors involved in any Food and Beverage or catering activity at the Country Club.
 - Coverage for products and/or completed operations. (Shall maintain in full force until at least three (3) years after completion)
 - Special Restaurant Service Liability coverage.
 - Special Catering and Special Event Liability coverage.

- Any Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal injury coverage with employee and contractual exclusions removed.
- The City is to be specifically included as an additional insured (including products).
- The policy must be endorsed to provide the City with thirty (30) days advance written notice of cancellation and/or restriction.

HOLD HARMLESS AND INDEMNIFICATION

Operator shall hold the City, including its officials, employees and representatives, harmless and indemnify it against all claims, demands, damages, actions, causes of action, liability, costs, expenses and attorney's fees arising out of, or resulting from, injury to or death of persons, or damage to or loss of property, sustained on or about the Miami Springs Country Club facility, arising from the operational services, acts, actions, omissions or failures to act of Operator, or any of its employees, agents, representatives, invitees, or guests. Additionally, the protections provided by this provision shall also include any costs, expenses or legal fees the City may incur in establishing that Operator or its insurer are responsible to provide protection, coverage and representation to the City, its officials, employees and representatives for any incident that may occur during the term hereof.

ALCOHOLIC BEVERAGE LICENSE

Operator shall be responsible to secure and properly maintain all State of Florida Alcoholic Beverage Licenses required to operate the bar, beverage cart, restaurant,

banquet, catering, and special event activities at the Miami Springs Country Club facility during the term of this Agreement. If required by state law, the City Manager, as the owner's designated representative, agrees to be a "co-applicant" on the operator's application for licensing.

PROHIBITED ACTIVITIES

Operator shall not use the premises for any purpose or activity regulated or prohibited by Chapter 132 of the Miami Springs Code of Ordinances or for any unlawful, immoral, unethical, or disruptive purpose and shall comply with all laws and permitted requirements applicable now, or in the future, to the operation of the Country Club. Operator shall not permit any offensive, noisy, or dangerous activity, nor any nuisance or other conduct in violation of any statute, law, ordinance, rule, regulation or policy of the City, county or state on the Country Club premises.

DRUG FREE WORKPLACE

The operator agrees to operate the facility as a drug-free workplace and to ensure that a drug-free workplace employee program is maintained during the term of this Agreement.

NON-DISCRIMINATORY PRACTICES

In providing all operational services, including those related to direct contact with the public, and those involving the hiring, treatment and advancement of employees,

Operator shall not discriminate in any manner based upon race, color, creed, religion, ancestry, national origin, gender, age, physical/mental handicap or in any other manner. In addition, the Operator shall insure the fair and equal use and access to the facilities at the Country Club facility.

LICENSED OR REGISTERED PERSONNEL

All services to be rendered by the Operator under this Agreement, which are required by law to be performed by or under the direction of a duly licensed or registered professional, shall be rendered in compliance with such requirements.

ASSIGNMENT

Operator shall not assign, sublet or transfer any portion of its duties, obligations or responsibilities under this Agreement without the advance written approval of the City. It is specifically understood and agreed that the City's decision to either permit or deny any such assignment, subletting or transfer shall be within its sole and exclusive discretion and that any such decision by the City shall be presumed to be reasonable.

ATTORNEY'S FEES

The parties hereto acknowledge and agree 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 on any issue 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 a reasonable attorney's fees as may be awarded by the court.

NOTICES TO PARTIES

All notices required or desired to be given under this Agreement shall be in writing and delivered in person or transmitted by Certified Mail, Return Receipt Requested, postage prepaid, addressed to the party to be noticed, and shall be deemed to have been delivered three (3) days after deposit in a post office or letter box in the above manner.

NOTICES TO BE GIVEN TO CITY SHALL BE ADDRESSED AS FOLLOWS:

**CITY OF MIAMI SPRINGS
Attention: James R. Borgmann, City Manager
201 Westward Drive
Miami Springs, FL 33166**

NOTICES TO BE GIVEN TO OPERATOR SHALL BE ADDRESSED AS FOLLOWS:

**MIAMI SPRINGS COUNTRY CLUB F&B, INC.
a Florida Corporation
ATTN: Carlos Santana
10980 SW 48th Street
Miami, FL 33165**

CAPTIONS

All captions in this Agreement are included for convenience only and are not to be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

TIME

Time is of the essence as to each term of this Agreement.

GOVERNING LAW

This Agreement and the rights and liabilities of the parties to this Agreement shall be governed by the laws of the State of Florida. If any provision of this Agreement is invalidated by judicial decision or statutory enactment, the invalidity of any such provision will not affect the validity of any other provision of the Agreement.

ENTIRE AGREEMENT

This Agreement, together with any Exhibits hereto, constitute the entire Agreement between the parties relating to the subject matter hereof. This Agreement is the final expression of agreement between the parties hereto. Neither party shall be entitled to rely upon any conflicting oral representations, assurances, claims or disclaimers made either prior to, or simultaneous with, the execution of this Agreement. This Agreement was jointly negotiated and prepared by the parties hereto and no interpretation hereof shall be held more strongly against either party.

IN WITNESS WHEREOF, Operator and the City have set their hands and seals on the day and year first above written to this Agreement and three counterparts, each of which shall constitute an original.

OPERATOR:

Witnesses:

**MIAMI SPRINGS COUNTRY CLUB F&B, INC.
A Florida Corporation**

Ronald K. Gorland
Print Name: RONALD K. GORLAND

BY: *Carlos Santana*
**CARLOS SANTANA
President**

Suzanne P. Hittler
Print Name: Suzanne P. Hittler

STATE OF FLORIDA

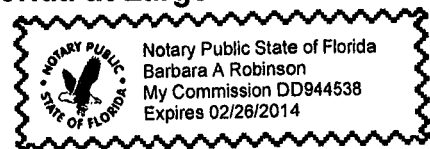
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared CARLOS SANTANA, President of MIAMI SPRINGS COUNTRY CLUB F&B, INC., a Florida Corporation, who being first duly sworn by me, and who produced _____ (Driver's License) as identification, and who has signed the foregoing document for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this 26 day of October, 2010.

Barbara A. Robinson
NOTARY PUBLIC, BARBARA A. ROBINSON
State of Florida at Large

MY COMMISSION EXPIRES: 2/26/2014



Witnesses:
(As to both Signatories)

Suzanne P. Hoffer
Print Name: Suzanne S. Hoffer

Livia Bryon
Print Name: LIVIA BRYON

CITY:



CITY OF MIAMI SPRINGS, A
Florida Municipal Corporation

BY: James R. Borgmann
JAMES R. BORGMANN
City Manager

Attest:

Magali Valls
Magali Valls, City Clerk

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

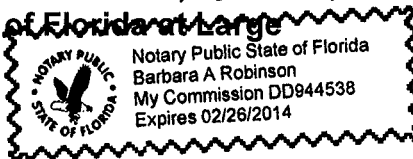
BEFORE ME, the undersigned authority, personally appeared JAMES R. BORGMANN, City Manager of the City of Miami Springs, and MAGALI VALLS, City Clerk of the City of Miami Springs, who being first duly sworn by me, and who produced _____ (Driver's License) as identification, and who has signed the foregoing document for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this 26 day of October, 2010.

MY COMMISSION EXPIRES:

2/26/2014

Barbara A. Robinson
NOTARY PUBLIC, BARBARA A. ROBINSON
State of Florida at Large



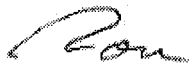
Ron Gorland

Subject: FW: Transfer of Golf F&B Cart/Vending Machines/Pro Shop F&B sales to City of Miami Springs

From: Ron Gorland
Sent: Monday, December 16, 2013 5:43 PM
To: Carlos Santana
Cc: Jan Seiden; William Alonso
Subject: Transfer of Golf F&B Cart/Vending Machines/Pro Shop F&B sales to City of Miami Springs

Carlos, thanks for graciously working with us regarding subject. Would appreciate you're signed agreement (please print and sign the following) in part to reflect our agreement to modify our current contract, and in part because the City will necessarily be providing reports to Div. of Alcoholic Beverage.

And again, thanks!

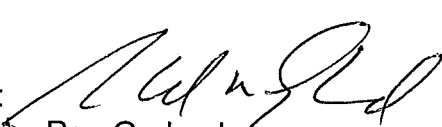


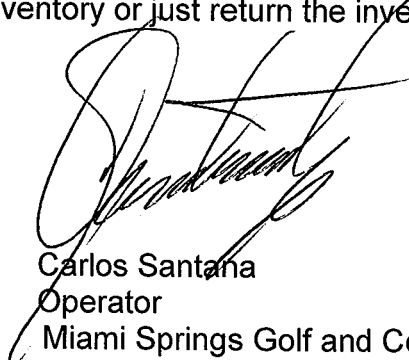
Agreement with Carlos Santana regarding subject which constitutes a change to the "Operational Food and Beverage Agreement for the Miami Springs Golf and Country Club" dated October 26, 2010 as follows.

The City, through its Golf Department, effective no later than Jan 15th, 2014:

1. will take-over all the F&B cart operations (stocking and sales); the 3 vending machines (in pro-shop, on the driving range and in the maintenance shop) stocking and sales; and the
2. must maintain its non-compete agreement (ex. City Golf Department Coca Cola selling price is the same or more than the bar price)
3. can sell prepackaged pastries, chips, crackers, candy bars and fresh fruit (no deli items) as well as coffee, soft drinks, and beer from the pro shop and/or beverage cart
4. must enter into separate agreement with outside sales vending machine provider as quickly as is practical after effective date of this agreement
5. may sell beer from the F&B cart, but not hard liquor drinks which must come from the bar
6. provide assurance that our joint liquor license allows the City to sell from the cart
7. choose to buy current vending machine inventory or just return the inventory to MSCC F&B when the switch-over to the City occurs

SIGNED/DATE:


Ron Gorland
City Manager
City of Miami Springs


Carlos Santana
Operator
Miami Springs Golf and Country Club

**ALLIANCE FOR AGING, INC.
LOCAL SERVICES PROGRAM CONTRACT**

2014-2015 Fiscal Year

THIS CONTRACT is entered into between the Alliance for Aging Inc., hereinafter referred to as the "**Alliance**" and **City of Miami Springs** hereinafter referred to as the "provider," and collectively referred to as the "parties."

Attachments I, II, III, IV, V, VI, VII, VIII, IX, X, A, B, C, D, E, F, G and H are incorporated herein and made a part of this Contract

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions set forth in this Contract, the Parties agree as follows:

1. Purpose of Contract

The purpose of this contract is to provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

2. Incorporation of Documents within the Contract

The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals or desk books, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this contract document and identified attachments.

Incorporation of Reference Memoranda:

In accordance with Chapter 287 F.S., amended, and Department of Financial Services' Chief Financial Officer Memoranda, the following memoranda are hereby incorporated by reference:

- (1) CFO Memo No. 02: Release date, October 3, 2012;
- (2) CFO Memo No. 06: Release date, June 27, 2012;
- (3) CFO Memo No. 01: Release date, July 26, 2012; and
- (4) CFO Memo No. 04: Release date, June 30, 2006

3. Term of Contract

Effective Date:

This contract shall begin on **October 28, 2014** or on the date the contract has been signed by both parties, whichever is later.

Delivery of services shall end at midnight, local time in Miami, FL **on June 30, 2015**. The Alliance will not reimburse the provider for services provided after this date. However, the parties recognize that they will need to perform continued activities relating to reporting, invoicing and payment in July of 2015 to facilitate payment for services rendered by the provider under this contract through and including the contract expiration date of July 15, 2015.

4.0 Contract Amount

The Alliance agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$89,511.30** the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

4.1 Obligation to Pay

The Alliance's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature to the Department and funding received by the Alliance under its contract with the Department.

4.2 Source of Funds

The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract. The funds awarded to the provider pursuant to this contract are in the state grants and aids appropriations and consists of the following:

Program Title	Year	Funding Source	CSFA#	Fund Amounts
Local Services Program	2014-2015	General Revenue/Tobacco Settlement Trust Funds	65009	\$ 89,511.30
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$ 89,511.30

5. Renewals

The contract may be renewed on a yearly basis contingent upon an appropriation of the Florida Legislature. Any renewal of a contract shall be subject to mutual agreement, confirmed in writing, and subject to the same terms and conditions set forth in the initial contract. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply. No other costs for the renewal may be charged.

6. Compliance with Federal Law

6.1 If this contract contains federal funds the following shall apply:

6.1.1 The Provider shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.

6.1.2 If this contract contains federal funds and is over \$100,000.00, the Provider shall comply with all applicable standards, orders, or regulations issued under s. 306 of the Clean Air Act as amended (42 U.S.C. 7401, et seq.), s. 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 40 CFR 30. The Provider shall report any violations of the above to the Alliance.

6.1.3 The Provider, or agent acting for the Provider, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any state legislature. If this contract contains federal funding in excess of \$100,000.00, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, **ATTACHMENT II**. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager prior to payment under this contract.

6.1.4 In accordance with Appendix A to 2 CFR 215, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.

6.1.5 If this contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).

6.1.6 A contract award with an amount expected to equal or exceed \$25,000.00 and certain other contract awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies,

as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Provider shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Provider shall complete and sign **ATTACHMENT V** prior to the execution of this contract.

- 6.2** The Provider shall not employ an unauthorized alien. The Alliance will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation will be cause for unilateral cancellation of this contract by the Alliance.
- 6.3** If the Provider is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the 2006 Pension Protection Act or for any other reason, the Provider must notify the Alliance in writing within thirty (30) days of receiving the IRS notice of revocation.
- 6.4** The Provider shall comply with Title 2 CFR Part 275 regarding Trafficking in Persons. Unless exempt under 2 CFR Part 170.110(b), the Provider shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR 170.
- 6.5** To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, the Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Provider during the contract or agreement term. The Provider shall include in related subcontracts a requirement that Subproviders performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment of all new employees hired by the Subprovider during any contract or agreement term. Providers meeting the terms and conditions of the E-verify System are deemed to be in compliance with this provision. The Provider shall complete and sign **ATTACHMENT F** prior to the execution of this Master Contract.

7. Compliance with State Law

- 7.1** This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.
- 7.2** The Provider shall comply with requirements of s. 287.058, F.S. as amended.
- 7.2.1** The Provider shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this contract, which the Contract Manager must receive and accept in writing prior to payment in accordance with s. 215.971, F.S. (1) and (2).
- 7.2.2** The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
- 7.2.3** If itemized payment for travel expenses is permitted in this contract, the Provider shall submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this contract.
- 7.2.4** The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the Provider in conjunction with this contract except for those records which are made confidential or exempt by law. The Provider's refusal to comply with this provision will constitute an immediate breach of contract for which the Alliance may unilaterally terminate the contract.
- 7.3** If clients are to be transported under this contract, the Provider shall comply with the provisions of Chapter 427, F.S., and Rule 41-2, F. A. C.
- 7.4** The provider may not subcontract with any individuals or entities on the discriminatory vendor list because

they may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.

7.5 The Provider shall comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

7.6 In accordance with s. 287.135 F.S., any Provider on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (Lists), created pursuant to s. 215.473 F.S., is ineligible to enter into or renew a contract or agreement with the Department for goods or services of \$1 million or more. Pursuant to s. 287.135 F.S., the Department may terminate this Contract and any contract or agreement incorporating this Contract by reference if the Provider is found to have submitted a false certification of its status on the Lists or has been placed on the Lists. Further, the Provider is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification. If any contract or agreement incorporating this Contract contains \$1 million or more, the Provider shall complete and sign ATTACHMENT H, Certification Regarding Scrutinized Companies Lists, prior to the execution of this Contract.

8. **Background Screening**

The Provider shall ensure that the requirements of s. 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department's level 2 background screening pursuant to s. 430.0402(2)-(3), F.S. The Provider must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of s. 430.0402 and Chapter 435, F.S.

8.1 For purposes of this section, the term "direct service provider" means a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living areas or to the client's funds or personal property. This term includes coordinators, managers, and supervisors of residential facilities and volunteers.

8.2 Background Screening Affidavit of Compliance - To demonstrate compliance with section 6 of this Master Contract, the Provider shall submit ATTACHMENT G, Background Screening Affidavit of Compliance annually, by August 15th.

8.3 Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>.

9. **Grievance and Complaint Procedures**

9.1 Grievance Procedure

The Provider shall comply with and ensure subprovider compliance with the Minimum Guideline for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

Complaint Procedures:

9.2 The Provider shall develop and implement complaint procedures and ensure that Subproviders develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint.

10. **Public Records and Retention:**

10.1 The Provider, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the Department of

Elder Affairs in order to perform the services.

- b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 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.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the Alliance all public records in possession of the Provider upon termination or expiration this contract 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 Department in a format that is compatible with the information technology systems of the Department.

11. Audits, Inspections, Investigations:

- 11.1** The provider shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the Alliance under this contract. Provider agrees to maintain records, including paid invoices, payroll registers, travel vouchers, copy logs, postage logs, time sheets, etc., as supporting documentation for service cost reports and for administrative expenses itemized for reimbursement. This documentation will be made available upon request for monitoring and auditing purposes. Whenever appropriate, financial information should be related to performance and unit cost data.
- 11.2** The Provider shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Alliance.
- 11.3** Upon demand, at no additional cost to the Alliance, the Provider shall facilitate the duplication and transfer of any records or documents during the required retention period in Paragraph 10.2.
- 11.4** The Provider shall assure that the records described in Paragraph 10 will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Alliance.
- 11.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Alliance, the Department and federal auditors, pursuant to 45 CFR 92.36(i)(10), will be allowed full access to and the right to examine any of the Provider's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.
- 11.6** The Provider shall provide a financial and compliance audit to the Alliance as specified in this contract and in **ATTACHMENT III** and ensure that all related third-party transactions are disclosed to the auditor.
- 11.7** The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the Inspector General pursuant to s. 20.055, F.S.
- 11.8** The Provider shall maintain and file with the Alliance such progress, fiscal and inventory and other reports as the Alliance may require within the period of this contract.
- 11.9** The Provider shall submit management, program, and client identifiable data, as specified by the Department of Elder Affairs and / or the Alliance. The provider must record and submit program specific data in accordance with the Department's Client Information Registration and Tracking System (CIRTS) Policy Guidelines.
- 11.10** If, under any contract or agreement incorporating this Contract by reference, the Provider is providing services and is acting on behalf of the Department of Elder Affairs or the Alliance for Aging, Inc. as provided under section 119.011(2), Florida Statutes, the Provider, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services.
- b) Provide the public with access to public records on the same terms and conditions that the Department of Elder Affairs or the Alliance for Aging, Inc. would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 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.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the Department of Elder Affairs or the Alliance for Aging, Inc. all public records in possession of the Provider upon termination or expiration of any contract or agreement incorporating this Contract by reference 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 Department of Elder Affairs or the Alliance for Aging, Inc. in a format that is compatible with the information technology systems of the Department.

11.11 The Alliance for Aging, Inc. may unilaterally cancel this Contract, and any contract or agreement incorporating this Contract by reference, notwithstanding any other provisions of this Contract, for refusal by the Provider to comply with Section 8 of this Contract by not allowing public access to all documents, papers, letters, or other material made or received by the Provider in conjunction with the contract or agreement incorporating this Contract by reference, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

12. Nondiscrimination-Civil Rights Compliance

- 12.1** The Provider shall execute assurances in **ATTACHMENT VI** that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Provider further assures that all Providers, subproviders, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
- 12.2** During the term of this contract, the Provider shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist (**ATTACHMENT B**).
- 12.3** The Provider shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 12.4** If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Provider, its successors, transferees, and assignees for the period during which such assistance is provided. The Provider further assures that all subproviders, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Provider understands that the Alliance may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

13. Provision of Services

The Provider shall provide services in the manner described in in **ATTACHMENT I** of this agreement and in the Service Provider Application (SPA). In the event of a conflict between the Service Provider Application and this contract, the contract language prevails.

14. Monitoring by the Alliance for Aging

The Alliance will perform administrative and programmatic monitoring of the provider to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations.

- 14.1** The provider will supply progress reports, including data reporting requirements as specified by the Alliance or the Department to be used for monitoring progress or performance of the contractual services as specified in this contract. Following the norms set down by the Department, the Alliance will track performance on a monthly basis, through desk reviews of available fiscal, CIRTS, and research production reports and any other system or process designated by the Alliance. Examples of review criteria are surplus/deficit, independent audits, internal controls, reimbursement requests, subcontract monitoring, targeting, program eligibility, outcome measures, service provision to clients designated as “high risk” by the Department of Children & Families, Adult Protective Services program, data integrity, co-payments, client satisfaction, correspondence, and client file reviews.
- 14.2** The provider shall permit persons duly authorized by the Department or the Alliance to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and to interview any clients, employees, and subprovider employees of the provider to be assure the Alliance of the satisfactory performance of the terms and conditions of this contract. Following such review, the Alliance will deliver to the provider a written report of its findings. The Provider hereby agrees to correct all deficiencies identified in a timely manner as determined by the Contract Manager.

14.3 Extraordinary Reporting

The provider shall notify the contract manager for the Alliance immediately, but no later than within 48 hours, from the provider’s awareness or discovery of conditions that may materially affect the provider’s ability to perform, such as problems, delays, or adverse conditions which may impair the provider’s ability to meet the objectives of this contract or that may affect the health, safety or well-being of clients. The notice shall include a brief summary of the problem(s), a statement of the action taken or contemplated, time frames for implementation, and any assistance needed to resolve the situation.

Examples of reportable conditions may include:

- proposed client terminations
- provider financial concerns/difficulties
- non-payment or untimely payment reported by vendors
- service documentation problems
- agreement non-compliance
- service quality problems and consumer complaint trends
- HIPAA violations
- Potential fraud allegations or accusations of malfeasance by board members, employees, volunteers, or other associates

The Alliance shall investigate allegations regarding falsification of client information, service records, payment requests, and other related information. Substantiated allegations shall be reported to the Department’s contract manager and to law enforcement as appropriate.

In the event that a situation results in the cessation of services by a subcontract, the provider retains the responsibility for performance of all services covered by this contract and must ensure that clients continue receiving services without interruption, e. g. exercising their emergency procurement procedures, temporary

assumption of the direct provision of services, etc.

15. Coordinated Monitoring with Other Agencies

If the Provider receives funding from one or more of the State of Florida other human service agencies, in addition to the Department of Elder Affairs, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of this contract, and pursuant to s. 287.0575, F.S. as amended, Florida's human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Provider shall comply and cooperate with all monitors, inspectors, and/or investigators.

16. Indemnification

The provider shall indemnify, defend, and hold harmless the Department and the Alliance and their officers, agents, and employees from any claim, loss, damage, cost, charge, or expense whatever nature or character arising out of any acts, actions, neglect or omission, action in bad faith, or violation of federal or state law by the provider, its agents, employees, or subproviders during the performance of this contract, whether direct or indirect, and whether to any person or property. It is understood and agreed that the provider is not required to indemnify the Alliance for claims arising out of the sole negligence of the Alliance.

The provider's obligation to indemnify, defend, and pay for the defense or, at the Department's and / or the Alliance's option, to participate and associate with the Department and / or the Alliance in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Department's and / or Alliance's notice of claim for indemnification to the provider. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify the Department and or the Alliance, upon notice by the Department and / or the Alliance. Notice shall be given by registered or certified mail, return receipt requested. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Alliance solely negligent shall excuse performance of this provision by the provider. The provider shall pay all costs and fees related to this obligation and its enforcement by the Department and / or the Alliance. The Alliance's failure to notify the provider of a claim shall not release the provider of the above duty to defend and indemnify.

16.1 Except to the extent permitted by s. 768.28, F.S., or other Florida law, Paragraph 15 is not applicable to contracts executed between the Alliance and state agencies or subdivisions defined in s. 768.28(2), F.S.

17. Insurance and Bonding

17.1 The provider must provide continuous adequate liability insurance and worker's compensation insurance coverage, on a comprehensive basis, and must hold such liability and worker's compensation insurances at all times during the effective period of this contract and any renewal(s) or extension(s) of this contract. **The Alliance shall be included as an additional insured on the provider's liability insurance policy or policies and a copy of the Certificate of Insurance shall be provided annually or when any changes –occur.** The provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon execution of this contract, the provider shall furnish the Alliance written verification supporting both the determination and existence of such insurance coverage. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. The provider shall ensure that the Alliance has the most current written verification of insurance coverage throughout the term of this contract. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department and the Alliance reserve the right to require additional insurance where appropriate.

17.2 Throughout the term of this contract, the provider must maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the provider,

authorized to handle funds received or disbursed under this contract, in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

- 17.3** If the provider is a state agency or subdivision as defined by section 768.28, F.S., the provider shall furnish, upon request, written verification of liability protection in accordance with section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, F.S. (See also Indemnification clause.)
- 18. Confidentiality of Information**
- The Provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.
- 19. Health Insurance Portability and Accountability Act**
- Where applicable, the Provider shall comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated thereunder (45 CFR 160, 162, and 164).
- 20. Incident Reporting**
- 20.1** The Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.
- 21. New Contract(s) Reporting:**
- The Provider shall notify the Alliance within ten (10) days of entering into a new contract or agreement with any of the remaining four (4) state human service agencies. The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract or agreement start and end dates; (4) contract or agreement amount; (5) contract or agreement description and commodity or service; and (6) Contract Manager name and number.
- 22. Bankruptcy Notification**
- During the term of this contract, the Provider shall immediately notify the Alliance if the Provider, its assignees, subproviders or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Provider must also provide the following information to the Alliance: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and, (4) the name, address, and telephone number of the bankruptcy attorney.
- 23. Sponsorship and Publicity**
- 23.1** Any nongovernmental organization which sponsors a program financed partially by state funds or funds obtained from a state agency shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by, the State of Florida, Department of Elder Affairs and Alliance for Aging Inc." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs and the Alliance for Aging" shall appear in the same size letters or type as the name of the organization (ref.: section 286.25, F. S.). This shall include, but is not limited to, any correspondence or other writing, publication or broadcast that refers to such program.
- 23.2** The provider shall not use the words "State of Florida, Department of Elder Affairs" and/or "The Alliance for Aging, Inc." to indicate sponsorship of a program otherwise financed unless specific authorization has been obtained by the Alliance prior to use.

24. Assignments

- 24.1** The provider shall not assign its rights and responsibilities under this contract without the prior written approval of the Alliance. All contracts or agreements incorporating this Contract by reference shall remain binding upon the successors in interest of either the Provider or the Alliance for Aging, Inc.
- 24.2** No approval by the Alliance of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Alliance in addition to the dollar amount agreed upon in this contract.
- 24.3** The State of Florida is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under any contract or agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the contract or agreement.

25. Subcontracts:

- 25.1** The Provider is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the Provider or its subproviders. Any subcontracts shall be evidenced by a written agreement subject to all applicable terms and conditions of this contract. Alliance approval of the service application presented by the provider shall constitute Alliance approval of the provider's proposed subcontracts if the subcontracts follow the service and funding information identified in the provider's service application. All other subcontracts proposed to be funded under this contract must be approved in advance by the alliance. The provider agrees that the alliance shall not be liable to any subprovider in any way or for any reason. The provider, at its expense, will indemnify and defend the Alliance against any subprovider claims.
- 25.2** The provider shall promptly pay any subproviders. Failure to pay subproviders pursuant to any subcontract or as required by law may result in enforcement action under this contract.
- 25.3** The provider maintains responsibility for the monitoring and performance of all subcontracts in accordance with all applicable federal and state laws. The Contractor shall perform fiscal, administrative and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance and compliance with applicable state and federal laws and regulations.
- 25.4** The Provider shall have a procurement policy that assures maximum free and open competition. Such procurement policy must conform, as applicable, with Federal and State contracting and procurement regulations, as set forth in Title 45 Code of Federal Regulations (CFR) part 74 - Sub-Part C, Ch.287.057 Florida Statutes (F.S.), U.S. Office of Management and Budget (OMB) Circular 110, Florida Department of Management Services (DMS) Rule 60A-1, Florida Administrative Code, and with the Department of Elder Affairs Program and Services Handbook 2014.

25.5 Service Cost Reports:

The Provider shall submit annually to the Alliance service cost reports, which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates.

26. Funding Obligations:

- 26.1** The Alliance for Aging, Inc. acknowledges its obligation to pay the Provider for the performance of the Provider's duties and responsibilities set forth in any contract or agreement incorporating this Contract by reference.
- 26.2** The Alliance shall not be liable to the provider for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this contract, including but not limited to terms governing the provider's promised performance and unit rates and/or reimbursement capitations specified.

26.3 The Alliance shall not be liable to the provider for any expenditures which are not allowable costs as defined by applicable federal or state law, or which expenditures have not been made in accordance with the terms of this contract or fiscal or programmatic guidelines and requirements outlined by the current Department of Elder Affairs Programs and Services Handbook.

26.4 The Alliance shall not be liable to the provider for expenditures made in violation of regulations, the Older Americans Act, Department rules, Florida Statutes, or this contract.

27. Independent Capacity of Provider

27.1 The provider will be acting in its independent capacity and not as an employee, agent or representative of the Alliance or the Department. The provider shall not be deemed or construed to be an employee, agent or representative of the Alliance or the Department for any purpose whatsoever. Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

27.2 The provider shall be responsible for completely supervising and directing the work under this contract whether performed by the provider or by any subprovider that it may utilize. The provider shall be responsible for all subproviders who perform work under this contract. The provider agrees that it is as fully responsible for the acts and omissions of its subproviders and of persons employed by them as it is for the acts and omissions of its own employees.

27.3 It is further understood that the Alliance does not control the employment practices of the provider and shall not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the provider or its subproviders. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the provider shall be the sole responsibility of the provider.

28. Payment

28.1 Payments shall be made to the Provider as services are rendered and invoiced by the Provider. The Alliance's Contract Manager will have final approval of the invoice for payment, and will approve the invoice for payment only if the Provider has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the Alliance's finance section for budgetary approval and processing.

28.2 Payment Documentation Required

The provider shall maintain documentation to support payment requests which shall be available to the Comptroller, the Department, or the Alliance upon request. Invoices must be submitted in sufficient detail for a proper pre audit and post audit thereof. The provider shall comply with all state and federal laws governing payments to be made under this contract including, but not limited to the following: (a) paragraph (16) (b) of section 216.181, F. S., regarding advances; (b) Rule 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and (c) the Contract Payment Requirements sub-section of section C of the Reference Guide for State Expenditures from the Department of Financial Services http://www.dbf.state.fl.us/aadir/reference_guide/).

The provider shall maintain detailed documentation to support each item on the itemized invoice or payment request for cost reimbursed expenses, including paid subprovider invoices, and will be produced upon request by the Alliance. The provider shall only request reimbursement for allowable expenses as defined in the laws and guiding circulars cited in this agreement, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the provider's approved service application.

The Provider will certify that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables contracts or agreements incorporating this Contract by reference, including paid Subprovider invoices, and will be produced upon request by the Alliance or

the Department. The Provider will further certify that reimbursement requests are only for allowable expenses as defined in the laws and guiding circulars cited in Sections 6 and 7 of this Contract, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the Provider's approved area plan as developed in accordance with and pursuant to section 306(a) of the Older Americans Act of 1965, as amended.

28.3 The Provider and Subproviders shall provide units of deliverables, including reports, findings, and drafts as specified in this contract to be received and accepted by the Contract Manager prior to payment.

29. Return of Funds

The Provider shall return to the Alliance any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of any contract or agreement incorporating this Contract by reference that were disbursed to the Provider by the Alliance. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Alliance. In the event that the Alliance first discovers an overpayment has been made, the Contract Manager will notify the Provider in writing of such findings. Should repayment not be made forthwith, the Provider shall be charged at the lawful rate of interest on the outstanding balance pursuant to s. 55.03, F.S., after Alliance's notification or Provider discovery.

30. Data Integrity and Safeguarding Information.

The provider shall ensure an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request system or information access and ensuring that user access has been removed from all terminated employees. The provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to insure recovery from losses or outages of computer systems. The security over the back-up data is to be as stringent as the protection required of the primary systems. The provider shall insure all subproviders maintain written procedures for computer system backup and recovery. The provider shall, prior to execution of this agreement, complete the Data Integrity Certification form, **ATTACHMENT IV**.

31. Computer Use and Social Media Policy

The Department of Elder Affairs has implemented a new Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, OPS and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the Department's computer resource systems must comply with the Department's policy regarding social media. Social Media includes, but is not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube (**This policy is available on the Department's website at: <http://elderaffairs.state.fl.us/doesa/financial.php>**).

32. Conflict of Interest

The Provider shall establish safeguards to prohibit employees, board members, management and subproviders from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Provider or subprovider shall participate in selection, or in the award of an agreement supported by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner, or; (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Provider or subprovider's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from providers, potential providers, or parties to subcontracts. The Provider's board members and management must disclose to the Alliance any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in

that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The Provider's employees and subproviders must make the same disclosures described above to the Provider's board of directors. Compliance with this provision will be monitored.

33. Public Entity Crime

Pursuant to s. 287.133, F.S., 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a provider, supplier, subprovider, 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 s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

The provider represents and warrants that the provider, its officers, directors, senior management, partners, employees or agents have not been convicted of any public entity crimes within the last 36 months. If the provider or any of its officers or directors is convicted of a public entity crime during the period of this agreement, the provider shall notify the Alliance immediately. Non-compliance with this statute shall constitute a breach of this agreement. The provider must ensure that it does not enter into with any subprovider on the convicted vendors list or otherwise prohibited from contracting for state funds pursuant to section 287.133, F.S.

34. Purchasing

Procurement of Products or Materials with Recycled Content.

Reusable materials and products shall be used where economically technically feasible.

35. Patents, Copyrights, Royalties

If this contract is awarded state funding and if any discovery, invention or copyrightable material is developed produced or for which ownership was purchased in the course of or as a result of work or services performed under this contract, the Provider shall refer the discovery, invention or material to the Alliance to be referred to the Department of State. Any and all patent rights or copyrights accruing under this contract are hereby reserved to the State of Florida in accordance with Chapter 286, F.S.

36. Emergency Preparedness and Continuity of Operations

36.1 The Provider shall, within thirty (30) calendar days of the execution of this contract, submit to the Contract Manager verification of an emergency preparedness plan. In the event of an emergency, the Provider shall notify the Alliance of emergency provisions.

36.2 In the event a situation results in a cessation of services by a subprovider, the Provider shall retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

36.3 In preparation for the threat of an emergency event as defined in the State of Florida Comprehensive Emergency Management Plan, the Department may exercise authority over an area agency or service provider agency to implement preparedness activities to improve the safety of the elderly in the threatened area and to secure area agency and service provider facilities to minimize the potential impact of the event. These actions will be within the existing roles and responsibilities of the area agency and provider.

36.4 In the event the President of the United States or Governor of the State of Florida declares a disaster or state of emergency, the Department may exercise authority over an area agency or service provider agency to implement emergency relief measures and/or activities.

37. Equipment

37.1 Equipment means: (a) an article of nonexpendable, tangible personal property having a useful life of more than

one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of \$1,000.00 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].

- 37.2** Providers and Subproviders who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; and, (b) a procedure for conducting a physical inventory of equipment at least once every two years. (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to the Alliance upon request. The Provider shall promptly investigate, fully document and notify the Contract Manager of any loss, damage, or theft of equipment. The Provider shall provide the results of the investigation to the Contract Manager.
- 37.3** The Provider's property management standards for equipment acquired with Federal funds and federally-owned equipment shall include accurately maintained equipment records with the following information:
- (1) A description of the equipment;
 - (2) Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
 - (3) Source of the equipment, including the award number;
 - (4) Whether title vests in the Provider or the federal government;
 - (5) Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;
 - (6) Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
 - (7) Location and condition of the equipment and the date the information was reported;
 - (8) Unit acquisition cost; and
 - (9) Ultimate disposition data, including date of disposal and sales price or the method used to determine Current fair market value where a Provider compensates the federal awarding agency for its share.
- 37.4** Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$1,000.00 that is specifically identified in the area plan approved by the Department is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Provider, subject to the conditions of 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110), Subpart C, paragraph 34. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by any contract or agreement incorporating this Contract by reference, or identified in the sub-agreements with Subproviders (not included in a cost methodology), is subject to the conditions of section 273, F. S. and 60A-1.0017, F. A. C. or Title 45 CFR Part 74.
- 37.5** The Provider shall not dispose of any equipment or materials provided by the Alliance, or purchased with funds provided through any contract or agreement incorporating this Contract without first obtaining the approval of the Contract Manager. When disposing of property or equipment the Provider must submit a written request for disposition instructions to the respective Contract Manager. The request should include a brief description of the property, purchase price, funding source, and percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Providers proposed disposition (i.e., transfer or

donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).

- 37.6** The Contract Manager will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the Provider is authorized to proceed as directed in 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110).
- 37.8** Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 37.9** The Provider must adhere to the Department's procedures and standards when purchasing Information Technology Resources (ITR) as part of any contract or agreement incorporating this Master Contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to the Department upon request. The Provider has the responsibility to require any Subproviders to comply with the Department's ITR procedures.

37.10 Use of Contract Funds to Purchase Equipment

The Provider must obtain prior written permission from the Alliance's Contract Manager to use funding under this contract to purchase any equipment.

38. PUR 1000 Form:

The PUR 1000 Form is hereby incorporated by reference and available at:

http://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf

In the event of any conflict between the PUR 1000 Form and any terms or conditions of any contract or agreement terms or conditions the contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

39. Use of State Funds to Purchase or Improve Real Property

Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

40. Dispute Resolution

Any dispute concerning performance of the contract shall be decided by the Contract Manager, who shall reduce the decision to writing and serve a copy on the Provider.

41. Financial Consequences of Non-Performance

If the Provider fails to meet the minimum level of service or performance identified in this agreement, or that is customary for the industry, then the Alliance must apply financial consequences commensurate with the deficiency. Financial consequences may include, but are not limited to, contract suspension, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, and/or cancellation of contract and reacquiring services from an alternate source.

- 41.1** The Provider will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the Alliance.

42. No Waiver of Sovereign Immunity

Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any entity to

which sovereign immunity may be applicable.

43. Venue

If any dispute arises out of this contract, the venue of such legal recourse will be Miami-Dade County, Florida.

44. Entire Contract

This contract contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon the Alliance or the Provider unless expressly contained herein or by a written amendment to this contract signed by both Parties.

45. Force Majeure

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

46. Severability Clause

The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable; the other provisions are severable to that void provision and shall remain in full force and effect.

47. Condition Precedent to Contract: Appropriations

The Parties agree that the Alliance's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature to the Department and a corresponding allocation under contract from the Department to the Alliance.

48. Addition/Deletion

The Parties agree that the Alliance reserves the right to add or to delete any of the services required under this contract when deemed to be in the State of Florida's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

49. Waiver

The delay or failure by the Alliance to exercise or enforce any of its rights under this contract will not constitute or be deemed a waiver of the Alliance's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

50. Compliance

The Provider shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current state statutes, laws, rules and regulations. The Parties agree that failure of the Provider to abide by these laws shall be deemed an event of default of the Provider, and subject the contract to immediate, unilateral cancellation of the contract at the discretion of the Alliance.

51. Final Invoice

The Provider shall submit the final invoice for payment to the Alliance as specified in Paragraphs 3.4, 3.4.1 and 3.4.2 (date for final request for payment) of **ATTACHMENT I**. If the Provider fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the Alliance may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto have been approved by the Alliance.

52. Renegotiations or Modifications

Modifications of the provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the

appropriations process and subsequently identified in the Alliance's operating budget.

53. Suspension of Work:

The Alliance may in its sole discretion suspend any or all activities under this contract when in the Department of Elder Affairs determines that it is in the best interests of State to do so. The Alliance shall provide the Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Provider shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Provider, the Alliance shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Provider to any additional compensation.

54. Termination

54.1 This contract may be terminated by either party without cause upon no less than thirty (30) calendar days' notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Provider responsible for administration of the contract. The Provider shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Provider shall not be entitled to recover any cancellation charges or lost profits.

54.2 In the event funds for payment pursuant to this contract become unavailable, the Alliance may terminate this contract upon no less than twenty-four (24) hours' notice in writing to the Provider. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Provider responsible for administration of the contract. The Alliance will be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Provider will be compensated for any work satisfactorily completed prior to the date of termination.

54.3 Termination for Cause:

This contract may be terminated for cause upon no less than twenty four (24) hours' notice in writing to the Provider. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Alliance's or the Provider's rights to remedies at law or in equity.

54.4 Failure to have performed any contractual obligations with the Alliance in a manner satisfactory to the Alliance will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have (1) previously failed to satisfactorily perform in a contract with the Alliance, been notified by the Alliance of the unsatisfactory performance, placed by the Alliance under a corrective action plan and failed to correct the unsatisfactory performance to the satisfaction of the Alliance as outlined in the corrective action plan; or (2) had a contract terminated by the Alliance for cause.

54.5 Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Alliance's right to remedies at law or to damages of a legal or equitable nature.

55. Successors

This contract shall remain binding upon the successors in interest of either the Alliance or the provider.

56. Electronic Records and Signature

The ALLIANCE authorizes, but does not require, the Provider to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Contract. A provider that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with

the requirements contained in the *Uniform Electronic Transaction Act*, s. 668.50, Fla. Stat. All electronic records must be fully auditable; are subject to *Florida's Public Records Law*, Ch. 119, and Fla. Stat.; must comply with section 28, *Data Integrity and Safeguarding Information*; must maintain all confidentiality, as applicable; and must be retained and maintained by the Provider to the same extent as non-electronic records are retained and maintained as required by this Contract.

- 56.1** The Alliance's authorization pursuant to this section does not authorize electronic transactions between the Provider and the Alliance. The Provider is authorized to conduct electronic transactions with the Alliance only upon further written consent by the Alliance.
- 56.2** Upon request by the Alliance, the Provider shall provide the Alliance or DOEA with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Alliance of any document that was originally in electronic form with an electronic signature must indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

57. Special Provisions

The Provider agrees to the following provisions:

57.1 Investigation of Criminal Allegations:

Any report that implies criminal intent on the part of the Provider or any Subproviders and referred to a governmental or investigatory agency must be sent to the Alliance. If the Provider has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or other governmental agency, the Provider shall notify the contract manager. A copy of all documents, reports, notes or other written material concerning the investigation, whether in the possession of the Provider or Subproviders, must be sent to the Alliance's contract manager with a summary of the investigation and allegations.

57.2 Volunteers:

The Provider shall ensure the use of trained volunteers in providing direct services delivered to older Individuals and individuals with disabilities needing such services. If possible, the Provider shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

57.3 Enforcement:

57.3.1 In accordance with Section 430.04, F.S., the Alliance may, without taking any intermediate measures available to it against the Provider, rescind the Providers designation as an area Agency on aging, if the Alliance finds that:

57.3.2 An intentional or negligent act of the Provider has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating this Contract by reference, or substantially and negatively affected the operation of services covered under any contract or agreement;

57.3.3 The Provider lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;

57.3.4 The Provider has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Alliance, or the Provider has committed or repeated violations of Alliance standards;

- 57.3.5** The Provider has failed to continue the provision or expansion of services after the declaration of a state of emergency; and/or
- 57.3.6** The Provider has failed to adhere to the terms of any contract or agreement incorporating this Contract by reference.
- 57.3.7** In the alternative, the Alliance may, at its sole discretion, in accordance with section 430.04, F.S., take immediate measures against the Provider, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S.
- 57.3.8** The provider consistently misses performance measure targets, or does not demonstrate to the satisfaction of the Alliance that a program budget surplus/deficit problem is being addressed in order to avoid closing out the contract year with a budget variance of more than two percent.
- 57.3.9** In making any determination under this provision the Alliance may rely upon the findings of Another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating this Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Miami-Dade County

57.4 Use of Service Dollars:

The Provider will optimize the use of contract funds by serving the maximum possible number of individuals with appropriate care plans with the services allowed by this contract. The Provider will spend all federal, state, and other funds provided by this contract to provide such services.

57.5 Surplus/Deficit Report:

The Provider must submit a consolidated surplus/(deficit) report in a format provided by the Alliance to the Contract Manager by the 5th of each month.

57.6 Surplus Recapture.

In accordance with its surplus/deficit management policies, in order to maximize available funding and minimize the time that potential clients must wait for services, the Alliance in its sole discretion can reduce funding awards if the Provider is not spending according to monthly plans and is projected to incur a surplus at the end of the year.

58. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

The name, address, and telephone number of the representative for the Alliance for this contract is:

Max B. Rothman, JD, LL.M.

President and CEO

760 NW 107th Ave, Suite 214

Miami, Florida 33172

(305) 670-6500, Ext. 224

The name, address, and telephone number of the representative of the provider responsible for administration of the program under this contract is:

a.	The Contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	Contractor's name and address City of Miami Springs 201 Westward Drive Miami Springs, FL 33166
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Finance person for contractor and address William Alonso, Assistant City Manager/Finance Director 201 Westward Drive Miami Springs, FL 33166
c.	The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is:	Contractors CEO Info. Ronald K. Gorland, City Manager 201 Westward Drive Miami Springs, FL 33166 (305) 805-5010
d.	The section and location within the ALLIANCE where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Associate Vice President Finance 760 NW 107th Avenue, Suite214 Miami, Florida 33172-3155
e.	The name, address, and telephone number of the Contract Manager for the ALLIANCE for this contract is:	Contract Manager Alliance for Aging, Inc. 760 NW 107th Avenue, Suite 214 Miami, Florida 33172-3155
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.		

In the event different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

51. All Terms and Conditions Included

This contract and its Attachments, I through X, A, B, C, D, E, F, G, H and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties.

By signing this contract, the Parties agree that they have read and agree to the entire contract.

IN WITNESS THEREOF, the Parties hereto have caused this 74 page contract, to be executed by their undersigned officials as duly authorized.

Contractor : **CITY OF MIAMI SPRINGS**

ALLIANCE FOR AGING, INC.

SIGNED BY: _____

SIGNED BY: _____

NAME: RONALD K. GORLAND

NAME: MAX B. ROTHMAN, JD, LL.M.

TITLE: CITY MANAGER

TITLE: PRESIDENT AND CEO

DATE: 11/10/2014

DATE: _____

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ATTACHMENT I

ALLIANCE FOR AGING, INC.
STATEMENT OF WORK
LOCAL SERVICES PROGRAM

SECTION I: SERVICES TO BE PROVIDED**1.1 DEFINITIONS OF TERMS AND ACRONYMS****1.1.1 CONTRACT ACRONYMS****ADL** – Activities of Daily Living**APS** – Adult Protective Services**AIRS** – Alliance of Information & Referral Systems**ADA** – Americans with Disabilities Act**AAA** – Area Agency on Aging (Alliance for Aging, Inc.)**APCL** – Assessed Priority Consumer List**ALLIANCE**—Alliance for Aging, Inc.**CIRTS** – Client Information and Registration Tracking System**DOEA** – Department of Elder Affairs (The Department)**FLAIRS** – Florida Alliance of Information and Referral Services**I&R** – Information and Referral**IADL** – Instrumental Activities of Daily Living**LSP** –Local Services Program**PSA** – Planning and Service Area**1.1.2 PROGRAM SPECIFIC TERMS**

Area Plan: A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system in the respective planning and service area, in accordance with the Section 306 of the Older Americans Act (42 U.S.C. 3026) and Department instructions. The Area Plan includes performance measures and unit rates per Service offered per county.

Area Plan Update: A revision to the Area Plan wherein the Contractor enters LSP specific data into the CIRTS. An update may also include other revisions to the Area Plan as instructed by the Department.

Functional Assessment: A comprehensive, systematic, and multidimensional review of a person's ability to remain independent and in the least restrictive living arrangement. DOEA Form 701B is used by case managers to conduct the functional assessment.

Proviso: Language used in a general appropriations bill to qualify or restrict the way in which a specific appropriation is to be expended.

1.1.3 ALLIANCE FOR AGING, INC. MISSION STATEMENT

The Alliance for Aging Inc.'s mission is to promote and advocate for the optimal quality of life for older adults and their families.

1.2 GENERAL DESCRIPTION**1.2.1 General Statement**

The LSP provides funding to expand long-term care alternatives enabling elders to maintain an acceptable

quality of life in their own homes and avoids or delay nursing home placement. The LSP provides community-based services to preserve elder independence, support caregivers, and target at-risk persons. Through the provision of meals, transportation services, caregiver support, in-home services and expanded respite and day care services, LSP assists elders to live in the least restrictive environment that meets their needs.

1.2.2 Authority

The relevant authority governing the LSP is:

- (1) General Appropriations Act, State of Florida

1.2.2.1 Incorporation of Reference Memoranda

In accordance with the ALLIANCE's Contract with DOEA, the following Florida Department of Financial Services, Chief Financial Officer Memoranda, are provided for informational purposes and incorporated by reference:

- (1) CFO Memo No. 02: Release date, August 20, 2010
- (2) CFO Memo No. 03: Release date, June 29, 2010; and
- (3) CFO Memo No. 06: Release date, June 30, 2010.

1.2.3 Scope of Service

The Provider shall provide services in a manner consistent with the services described in the named project's Community Budget Request and current Department of Elder Affairs Program and Services Handbook.

1.3 INDIVIDUALS TO BE SERVED

1.3.1 General Eligibility

The LSP is targeted to elders who are able to maintain an acceptable quality of life in their own home through the receipt of long-term care alternatives that assist them in delaying or avoiding nursing home placement.

1.3.2 Individual Eligibility

In order to receive services under this contract, an applicant must:

- (1) Be 60 years of age or older unless otherwise specified in Proviso authorizing the service; and
- (2) Not be enrolled in any Medicaid capitated long-term care program.

1.3.3 Targeted Groups

Priority for services provided under this contract shall be given to those eligible persons assessed to be at risk of placement in an institution or as otherwise specified in the authorizing Proviso.

SECTION II – MANNER OF SERVICE PROVISION

2.0 CONDITIONS

2.1 All services under this contract will be provided in a manner consistent with the conditions set forth in the current Florida Department of Elder Affairs Programs and Services Handbook

2.2 SERVICE TASKS

In order to achieve the goals of LSP, the Provider shall perform the following tasks:

- (1) Client Eligibility Determination by using DOEA assessment instruments;
- (2) Assessment of Service Delivery for New Clients utilizing DOEA Assessment Instrument;
- (3) Delivery of Services to Eligible Clients.

2.2.1 Client Eligibility Determination

The Provider shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in this **ATTACHMENT I**, Section 1.3.

2.2.2 Targeting and Screening of Service Delivery for New Clients

The Provider will provide assistance to low-income and at-risk senior residents that are aging in place within the zip code of 33166. Shelf-stable emergency 5-pack meal provisions for eligible homebound and congregate meal to clients for use when hurricane, power outage or other emergency conditions exist which necessitate closing to the Senior Center and temporary suspension of home deliveries. Weekend and daily breakfast home delivered meals service to eligible homebound, frail older persons who are living alone or with others in need of meal preparation assistance, particularly those at greatest economic and health risk, low-income minorities and those with limited English proficiency, to supplement the nutritionally balanced lunch meals being delivery to their homes.

2.2.3 Delivery of Services to Eligible Clients

The Provider shall provide a continuum of services addressing the diverse needs of functionally impaired elders. The Provider shall ensure services are performed in accordance with the current Department of Elder Affairs Programs and Services Handbook. Service categories include:

- (1) Emergency Shelf-Stable Hot Meals -CNML;
- (2) Emergency Shelf-Stable Breakfast - HDM
- (3) Holiday Shelf-Stable Meals - HDM;
- (4) Home Delivered Breakfast - HDM;
- (5) Weekend Hot Meal Delivery to HDM;
- (6) Health Support -TAI CHI and Yoga Classes;
- (7) Recreation – Art & Craft.

2.2.4 Use of Volunteers to Expand the Provision of Available Services**2.2.4.1 Use of Volunteers to Expand the Provision of Available Services**

The Provider shall make use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Provider shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service), in community service settings.

2.2.4.2 The Provider shall submit a quarterly report of volunteer activities and services electronically on the internet in a format provided by the Department's Office of Volunteer and Community Services. The quarterly report schedule is as follows:

Report Period	Report Due Date
October 1 - December 31	January 31, 2015
January 1 - March 31	April 30, 2015
April 1- June 30	July 30, 2015

2.3 SERVICE LOCATION AND EQUIPMENT**2.3.1 Service Times**

The Provider shall ensure the provision of the services listed in this contract are available at times appropriate to meet client service needs at a minimum, during normal business hours, or as otherwise specified in Proviso or the Provider's approved services provider application. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm.

2.3 DELIVERABLES**2.3.1 Service Unit**

The Provider shall provide the services described in the contract in accordance with the Current DOEA Program and Services Handbook and service tasks described in Section 2.1.

2.4 REPORTS

The Provider is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the ALLIANCE.

2.4.1 The Alliance may withhold payment under the terms of this contract, pending the receipt and approval by the Alliance of complete and accurate financial and programmatic reports due from the provider and any adjustments thereto, including any disallowance not resolved.

2.4.2 Client Information and Registration Tracking System (CIRTS) Reports

The Provider shall input LSP specific data into CIRTS to ensure CIRTS data accuracy. The Provider shall use CIRTS generated reports, which include the following:

- (1) Client Reports;
- (2) Monitoring Reports;
- (3) Services Reports;
- (4) Fiscal Reports.

2.4.3 Service Costs Reports

The Providers shall submit to the Alliance annual service cost reports, which reflect actual costs of providing each service by program.

2.4.4 Surplus/Deficit Report

The Provider will submit a consolidated surplus/deficit report in a format provided by the Alliance to the Contract Manager with the monthly request for payments according to the calendars on Attachment VIII. The goal of this that all funds are spent by the end of the contract year.

2.5 RECORDS AND DOCUMENTATION

The Provider will ensure the accurate collection and maintenance of client and service information on a monthly basis from the CIRTS or any such system designated by the ALLIANCE. Maintenance includes valid exports and backups of all data and systems according to ALLIANCE standards.

2.5.1 Timely Data Entry

The provider must enter all required data per the Department's CIRTS Policy Guidelines for consumers and services in the CIRTS database. The data must be entered into CIRTS before the provider submits its request for payment and expenditure reports to the Alliance as per Attachment VIII.

2.5.2 Data Accuracy

The provider will run monthly CIRTS reports and verify client and service data in CIRTS is accurate

2.5.3 Failure to Maintain CIRTS Database

Failure to ensure the collection and maintenance of the CIRTS data may result in the Alliance enacting the "Enforcement" clause of this agreement (see 3.5.3), including delaying or withholding payment until the problems corrected.

2.5.4 Computer System Backup and Recovery

Each Provider and subProvider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The Provider shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with subProviders. These policies and procedures shall be made available to the Alliance upon request

2.6 PERFORMANCE SPECIFICATIONS**2.6.1 Outcomes**

- (1) The Provider shall maintain a record of all reports described in **ATTACHMENT I, Paragraph 2.4 REPORTS.**
- (2) The Provider shall timely submit to the Alliance all information described in **ATTACHMENT I, Paragraph 2.5**
- (3) The Provider shall ensure services in this contract are in accordance with the most current Florida Department of Elder Affairs Programs and Services Handbook.

2.6.2 Remedies-Nonconforming Services

The Provider shall ensure that all participants served under this agreement are eligible for the program, and that all monthly and/or quarterly performance reports and financial records are maintained for each reporting period and submitted as stipulated in sections 2.4 and 2.5 of this attachment.

The Provider shall ensure that all goods and/or services provided under this contract are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants

Any nonconforming program services, performance reports or financial records not meeting the requirements of this Contract shall not be eligible for reimbursement under this program. The costs associated with enrolling, training, reporting and/or managing the program shall be borne solely by the Provider. The ALLIANCE requires immediate notice of any significant and/or systemic infractions that compromise the Provider's ability to provide participant services, to achieve programmatic performance or to provide sound financial management of the program.

If the Provider fails to meet the prescribed quality standards for services, such services will not be reimbursed under this contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this contract. The Provider's signature on the request for payment form certifies maintenance of supporting documentation and acknowledgement that the Provider shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Department requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

2.7 PROVIDER'S FINANCIAL OBLIGATIONS

2.7.1 Use of Service Dollars

The Provider is expected to spend all LSP funds for the purpose specified in this contract. The Provider shall manage the service dollars in such a manner so as to avoid having a wait list or a surplus of funds at the end of the contract period.

2.8 ALLIANCE RESPONSIBILITIES

2.8.1 Program Guidance and Technical Assistance

The Alliance will provide to the Provider guidance and technical assistance as needed to ensure the successful fulfillment of the contract by the Provider.

2.8.2 Program/Contract Monitoring

The Alliance will review and evaluate the performance of the Provider under the terms of this contract. Monitoring shall be conducted through direct contact with the Provider through telephone, in writing, or an on-site visit. The Alliance's determination of acceptable performance shall be conclusive. The Provider agrees to cooperate with the Alliance in monitoring the progress of completion of the service tasks and deliverables. The Alliance may use, but is not limited to, one or more of the following methods for monitoring:

- (1) Desk reviews and analytical reviews;
- (2) Scheduled, unscheduled and follow-up on-site visits;
- (3) Client visits;
- (4) Review of independent auditor's reports;
- (5) Review of third-party documents and/or evaluation;
- (6) Review of progress reports;
- (7) Review of customer satisfaction surveys;
- (8) Agreed-upon procedures review by an external auditor or consultant;
- (9) Limited-scope reviews; and
- (10) Other procedures as deemed necessary.

2.9.3 Contract Monitoring

The ALLIANCE shall, at its own discretion, conduct monitoring concerning any aspect of the Provider's performance of this contract.

SECTION III: METHOD OF PAYMENT**3.1 General Statement of Method of Payment**

The method of payment for this contract includes fixed rate for services. The Provider shall ensure fixed rates for services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required.

3.1.1 The Provider agrees to implement the spending of funds as detailed in **ATTACHMENT VII, Budget Summary**. An amendment is required to change any amount, unit cost, or number of units by service.

3.2 Invoice Submittal and Requests for Payment

All requests for payment and expenditure reports submitted to support requests for payment shall be on DOEA forms 106L (**ATTACHMENT IX**) and 105L (**ATTACHMENT X**)

3.2.1 The Provider shall submit all payment requests based on the submission of the Provider's actual monthly expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests (when available) and invoices is **ATTACHMENT VIII** to this contract.

3.2.2 Any payment due by the ALLIANCE under the terms of this contract may be withheld pending the receipt and approval of all financial and programmatic reports due from the Provider and any adjustments thereto.

3.2.3 The ALLIANCE will authorize payment only for allowable expenditures, which are in accordance with the limits specified in **ATTACHMENT VII, Budget Summary**. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

3.2.3.1 Monthly review of the Receipt and Expenditure Report and the Request for Payment Form by the Alliance will focus on:

- (1) Line item comparison of year-to-date expenditures with the budget to monitor rate of expenditures;
- (2) Allowable total reimbursement, on a service by service level, does not exceed budgeted/contractual amount (No unilateral modified spending authority.);
- (3) Validation of service units reported against CIRTS.

3.3 Date for Final Request for Payment

The Provider shall submit the final request for payment to the Alliance no later than July 15, 2015.

3.4 Documentation for Payment

The Provider shall maintain documentation to support payment requests that shall be available to the Alliance or authorized individuals, such as Department of Financial Services, upon request.

3.5.1 The Provider must enter all required data following CIRTS's Policy Guidelines for clients and services in the CIRTS database. Data must be entered into CIRTS before the Providers submit their request for payment and expenditure reports. The Provider must adhere to the Alliance's CIRTS Data Integrity Policy.

3.5.2 The Provider shall run monthly CIRTS reports and verify that client and service data in CIRTS is accurate. This report must be submitted to the Alliance with the monthly request for payment and expenditure report and must be reviewed by the Alliance before the Provider's request can be approved by the Alliance.

3.5.3 Consequences for Non-Compliance

The Provider shall ensure that services and reports are performed pursuant to contract requirements. If at

any time the Provider is notified by the Alliance's Contract Manager that it has failed to correctly, completely, or adequately perform these services and reports, the Provider will have 10 days to submit a Corrective Action Plan ("CAP") to the Contract Manager that addresses the identified deficiency and states how the deficiency will be remedied within a time period approved by the Contract Manager. The Alliance shall assess a financial consequence for non-compliance on the Provider for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Alliance may also assess a financial consequence for failure to timely submit a CAP. In the event Provider fails to correct an identified deficiency within the approved time period specified in the CAP, the Alliance shall deduct, from the payment of the invoice for the following month, 1% of the monthly value of the Management and General Costs component of the unit rate for each day the deficiency is not corrected. The Alliance may also deduct, from the payment of the invoice for the following month, 1% of the monthly value of the the Management and General Costs component of the unit rate for each day the Provider fails to timely submit a CAP, beginning the 11th day after notification by the Contract Manager of the deficiency. If, or to the extent, there is any conflict between this paragraph and any other paragraph in this contract, this paragraph shall have precedence.

- 3.5.4** If the provider is required to prepare a corrective action plan or respond to a Fiscal and/or Programmatic Monitoring finding, supporting documentation as requested by the Alliance shall be provided within the time frame stipulated by the Alliance.

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND
AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of congress, an officer or employee of congress, an employee of a member of congress, or an officer or employee of the state legislator, in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

 Signature 11/10/2014
Date

Ronald K. Gorland, City Manager KL-1462
 Name of Authorized Individual Application or Agreement Number

City of Miami Springs
 Name and Address of Organization

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Department of Elder Affairs or the Alliance for Aging, Inc. to the provider may be subject to audits and/or monitoring by the Department of Elder Affairs or the Alliance for Aging, Inc., as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the department of staff, limited scope audits as defined by OMB Circular A- 133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Elder Affairs or the Alliance for Aging, Inc. In the event the Department of Elder Affairs or the Alliance for Aging, Inc. determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Elder Affairs or the Alliance for Aging, Inc. to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the provider expends \$500,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A- 133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Elder Affairs or the Alliance for Aging, Inc. by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Elder Affairs or the Alliance for Aging, Inc. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the provider expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Elder Affairs or the Alliance for Aging, Inc. shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Elder Affairs or the Alliance for Aging, Inc. shall be fully disclosed in the audit report with reference to the Department of Elder Affairs or the Alliance for Aging, Inc. agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the Department of Elder Affairs or the Alliance for Aging Inc. in effect during the audit period. Financial reporting packages required under this part must be submitted within

the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes

In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Department of Elder Affairs or the Alliance for Aging, Inc. by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Elder Affairs or the Alliance for Aging, Inc., other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1; the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Elder Affairs or the Alliance for Aging Inc. shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Elder Affairs or the Alliance for Aging, Inc. shall be fully disclosed in the audit report with reference to the Department of Elder Affairs or the Alliance for Aging Inc. agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department of Elder Affairs or the Alliance for Aging, Inc. in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Elder Affairs or the Alliance for Aging, Inc. retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly to each of the following:

The Alliance for Aging, Inc.:

Alliance for Aging, Inc.
Attn: Fiscal Manager
760 NW 107th Avenue, Suite 214
Miami, FL 33172-3155

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census

**1201 East 10th Street
Jeffersonville, IN 47132**

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

Pursuant to Sections .320(f), OMB Circular A-133, as revised, the provider shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Alliance for Aging, Inc. at each of the following addresses:

**Alliance for Aging, Inc.
Attn: Fiscal Manager
760 NW 107th Avenue, Suite 214
Miami, FL 33172-3155**

Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

The Alliance for Aging, Inc. at each of the following addresses:

**Alliance for Aging, Inc.
Attn: Fiscal Manager
760 NW 107th Avenue, Suite 214
Miami, FL 33172-3155**

The Auditor General's Office at the following address:

**State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Madison Street
Tallahassee, Florida 32399-1450**

Any reports, management letter, or other information required to be submitted to the Department of Elder Affairs pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Providers, when submitting financial reporting packages to the Department of Elder Affairs for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the Alliance for Aging, Inc. or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Alliance for Aging, Inc. , or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Alliance for Aging, Inc..

1. STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CSFA#	AMOUNT
Local Services Program	General Revenue	65009	\$89,511.30
TOTAL STATE AWARD			\$89,511.30

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL AWARD			

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

Vendor or exempt entity and not subject to OMB Circular A-133 and/or Section 215.97, F.S.

Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a recipient /subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 691-.006(2), FAC [state financial assistance] and Section _ .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR Part 225 Cost Principles for State, Local and Indian Tribal Governments (Formerly OMB Circular A-87)*
- OMB Circular A-102 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR Part 230 Cost Principles for Non-Profit Organizations (Formerly OMB Circular A-122 – Cost Principles)*
- 2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements)
- Requirements)
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- 2 CFR Part 220 Cost Principles for Educational Institutions OMB (Formerly Circular A-21 – Cost Principles)*
- 2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements)
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient, must comply with the following fiscal laws, rules and regulations:

- Section 215.97, Fla. Stat.
- Chapter 69I-5, Fla. Admin. Code
- State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

**CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE
FOR AGREEMENTS, GRANTS, LOANS AND
COOPERATIVE AGREEMENTS**

The undersigned, an authorized representative of the contractor named in the contract or agreement to which this form is an attachment, hereby certifies that:

- (1) The contractor and any sub-contractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all agreement supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
- (2) Management Information Systems used by the contractor, sub-contractor(s), or any outside entity on which the contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, contractor(s) will take immediate action to assure data integrity.
- (3) If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the contractor (represented by the undersigned) and purchased by the State will be verified for accuracy and integrity of data prior to transfer.

In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the State, and without interruption to the ongoing business of the state, time being of the essence.

- (4) The contractor and any sub-contractor(s) of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

The contractor shall require that the language of this certification be included in all subagreements, subgrants, and other agreements and that all sub-contractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by OMB Circulars A-102 and 2 CFR Part 215 (formerly OMB Circular A-110).

City of Miami Springs, 201 Westward Drive, Miami Springs, FL 33166

Name and Address of Contractor

	City Manager	11/10/2014
Signature	Title	Date

Ronald K. Gorland
Name of Authorized Signer

(Revised June 2008)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS

- (1) The prospective contractor certifies, by signing this certification, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

	11/10/2014
Signature – Ronald K. Gorland	Date
City Manager	City of Miami Springs
Title	Agency/Organization

(Certification signature should be same as Contract signature.)

Instructions for Certification

- 1. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," and "voluntarily excluded," as used herein, have the meanings set out in the sections of rules implementing Executive Order 12549. (2 CFR 180.5-180.1020, as supplemented by 2 CFR 376.10-376.995). You may contact the Contract Manager for assistance in obtaining a copy of those regulations.
- 2. This certification is a material representation of facts upon which reliance was placed when the parties entered into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department may pursue available remedies, including suspension and/or debarment.
- 3. The contractor will provide immediate written notice to the Contract Manager if at any time the contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The contractor may decide the method and frequency by which it determines the eligibility of its principals. Each participant to a lower tier covered transaction may, but is not required to, check the Excluded Parties List System (EPLS).
- 4. The contractor will include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" in all its lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 5. The contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation, unless otherwise authorized by the federal government.
- 6. If the contractor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department may pursue available remedies, including suspension, and/or debarment.
- 7. The contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

- 1. Has the legal authority to apply for Federal assistance...
2. Will give the awarding agency, the Comptroller General of the United States...
3. Will establish safeguards to prohibit employees from using their positions...
4. Will initiate and complete the work within the applicable time frame...
5. Will comply with the Intergovernmental Personnel Act of 1970...
6. Will comply with all Federal statutes relating to nondiscrimination...
7. Will comply, or has already complied, with the requirements of Titles II and III...
8. Will comply, as applicable, with the provisions of the Hatch Act...

LSP

CONTRACT No. KL-1462

- 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276c and 18 U.S.C. ~~1117~~) and the Copeland Act (40 U.S.C. ~~3133~~) regarding labor standards for federally assisted construction subagreements. 74
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. ~~1601~~) to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. ~~1701~~ seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). 74
- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. ~~1601~~) components of the national wild and scenic rivers system. 74
- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. ~~469a~~) Preservation Act of 1974 (16 U.S.C. ~~469a~~). 470)
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. ~~1301~~) care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 23 the seq.)
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. ~~4801~~) of lead-based paint in construction or rehabilitation of residence structures. 4801 the use) of lead-
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
<hr/> Ronald K. Gorland		City Manager	
APPLICANT ORGANIZATION		DATE SUBMITTED	
City of Miami Springs 201 Westward Drive Miami Springs, FL 33166		11/10/2014	

CONTRACT BUDGET SUMMARY BY SERVICE**CIRTS SUMMARY FOR THE AGENCY**

Service to be Provided	Service Unit Rate	Maximum Units of Service	Maximum Dollars
Congregate Emergency Shelf-Stable Meals	\$3.98	835	\$3,323.30
Congregate Holiday Shelf-Stable Meals	\$5.50	720	\$3,960.00
Health Support	\$91.54	134	\$12,266.36
Home Delivered Breakfast Meals	\$3.91	12,430	\$48,601.30
Home Delivered Weekend Meals	\$3.91	3,520	\$13,763.20
Home Delivered Emergency Shelf Stable Meals	\$3.91	275	\$1,075.25
Recreation – Art & Craft	\$76.33	85	\$6,521.89
Total Contract			\$89,511.30

LOCAL SERVICES PROGRAMS

Report Number	Based On	Submit to ALLIANCE On This Date
1	October Expenditure Report	November 5
2	November Expenditure Report	December 5
3	December Expenditure Report	January 5
4	January Expenditure Report	February 5
5	February Expenditure Report	March 5
6	March Expenditure Report	April 5
7	April Expenditure Report	May 5
8	May Expenditure Report	June 5
9	June Expenditure Report	July 5
10	Final Expenditure and Request for Payment	July 25
13	Close Out Report	August 15

Note #1: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Alliance payment is to accompany the report.

**REQUEST FOR PAYMENT
LOCAL SERVICE PROGRAM**

RECIPIENT NAME, ADDRESS, PHONE# and FEID#	TYPE OF PAYMENT REQUEST : Regular _____ Advance _____	This Request Period _____ PSA # _____ Report # _____ Contract # _____ Contract Period _____
CERTIFICATION: I hereby certify to the best of my knowledge that this request is complete and correct and conforms with the terms and the purposes of the above contract.		
Prepared by: _____ Date: _____ Approved by: _____ Date: _____		
PART A: BUDGET SUMMARY	LSP	TOTAL
1. Approved Contract Amount	\$0.00	\$0.00
2. Previous Funds Received for Contract Period	\$0.00	\$0.00
3. Contract Balance (line 1 minus line 2)	\$0.00	\$0.00
4. Previous Funds Requested and Not Received for Contract Period	\$0.00	\$0.00
5. Contract Balance (line 3 minus line 4)	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUEST		
1. Anticipated Cash Needs (1st - 2nd month, Attach Justification)	\$0.00	\$0.00
2. Net Expenditures For Month (DOEA Form 105L Part B, Line 6)	\$0.00	\$0.00
3. TOTAL	\$0.00	\$0.00
PART C: NET FUNDS REQUESTED		
1. Less Advance Applied	\$0.00	\$0.00
2. Contract Funds are Hereby Requested (Part B, Line 3 minus Part C, Line 1)	\$0.00	\$0.00
List of Services / Units / Rates provided - See attached report.		

DOEA FORM 106L
Revised 5/4/12

**RECEIPT AND EXPENDITURE REPORT
LOCAL SERVICE PROGRAM**

PROVIDER NAME, ADDRESS, PHONE # and FEID# 	Program Funding Source : ADVANCE _____ REGULAR _____	THIS REPORT PERIOD: From _____ To _____ CONTRACT PERIOD: CONTRACT # _____ REPORT # _____ PSA# _____
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CERTIFICATION : I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the contract.

Prepared by : _____ Date : _____ Approved by : _____ Date : _____

PART A : BUDGETED INCOME/ RECEIPTS	1. Approved Budget	2. Actual Receipts For This Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. State Funds	\$0.00	\$0.00	\$0.00	#DIV/0!
2. Program Income	\$0.00	\$0.00	\$0.00	#DIV/0!
3. Local Cash Match	\$0.00	\$0.00	\$0.00	#DIV/0!
4. SUBTOTAL: Cash Receipts	\$0.00	\$0.00	\$0.00	#DIV/0!
5. Local In-Kind Match	\$0.00	\$0.00	\$0.00	#DIV/0!
6. TOTAL RECEIPTS	\$0.00	\$0.00	\$0.00	#DIV/0!

PART B : EXPENDITURES (From Approved Budget)	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Administrative Services	\$0.00	\$0.00	\$0.00	#DIV/0!
2. Meals / Meals Agreements	\$0.00	\$0.00	\$0.00	#DIV/0!
3. Service Subcontractors	\$0.00	\$0.00	\$0.00	#DIV/0!
4. Fixed Price	\$0.00	\$0.00	\$0.00	#DIV/0!
5. Indirect Costs	\$0.00	\$0.00	\$0.00	#DIV/0!
6. TOTAL EXPENDITURES	\$0.00	\$0.00	\$0.00	#DIV/0!

PART C : OTHER REVENUE AND EXPENDITURES I. Interest 1. Earned on GR Advance \$ _____ 2. Return of GR Advance \$ _____ 3. Other Earned \$ _____	II. Advance Recoupment 1. Advance Recouped \$ _____
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DOEA FORM 105L
Revised 5/25/2010

Department of Elder Affairs Programs & Services Handbook,
Available at the Alliance for Aging Internet site under, "Downloads".

**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST**

Program/Facility Name:	City of Miami Springs	County: Miami-Dade	AAA/Contractor: Alliance for Aging, Inc./City of Miami Springs
Address:	201 Westward Drive	Completed By:	Karen Rosson
City, State, Zip Code:	Miami Springs, FL 33166	Date: 10/30/2014	Telephone: (305) 805-5160

PART I.

READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:
Boundary Areas: City of Miami Springs, Miami Springs Annex, Village of Virginia Gardens
Services: Congregate Emergency Shelf-Stable Meals; Congregate Shelf-Stable Holiday Meals; Home Delivered Breakfast Meals; Home Delivered Weekend Meals; Home Delivered Emergency Shelf-Stable Meals; Health Support; Recreation

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
16,184	92.98%	1.75%	72.06%	5.27%	52.10%		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
8	75%	25%	63%	25%	64.3%	0%	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
224	98.6%	1.4%	55.4%	44.6%	64.3%	85%	100%

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
5	100%	0%	40%	60%	0%	0%	

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with DOEA? If NA or NO, explain. NA YES
NO

7. Compare the staff composition to the population. Is staff representative of the population? If NA or NO, explain. NA YES
NO

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population? If NA or NO, explain. NA YES
NO

LSP

CONTRACT No. KL-1462

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain.

NA YES NO

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If NA or NO, explain.

NA YES NO

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If NA or NO, explain. **NA**

In-patient services are not provided.

NA YES NO

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. YES

13. Are employees, applicants and participants informed of their protection against discrimination?
If yes, Verbal Written Poster If NA or NO, explain.

YES

14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility.

0

15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If NA or NO, explain.

NA YES NO

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain.

YES

17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain.

YES NO

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain.
Staff has been designated by the City of Miami Springs

YES NO

19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain.

YES

20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain.

YES NO

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain.

YES
NO

ATTACHMENT B

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOEAs recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).

11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).
13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - Modify policies and practices that do not meet Section 504 requirements.
 - Take remedial steps to eliminate any discrimination that has been identified.
 - Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to

coordinate efforts to comply with Section 504.45 CFR 84.7 (a).

19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

Alliance for Aging, Inc.
 Aging and Disability Resource Center/Elder Helpline
AGING AND DISABILITY RESOURCE CENTER (ADRC) – OUTSOURCED FUNCTIONS

I. If applicable, the provider agrees to the following:

- A. Perform ADRC outsourced functions in accordance with the Alliance’s policies and procedures.
 - i. Policies and Procedures for Outsourced Function-Screening
 - ii. Policies and Procedures for Outsourced Function-Triage
 - iii. Policies and Procedures for Activation from Waitlist- Client Services
 - iv. Policies and Procedures for Termination from Waitlist- Client Services

- B. Maintain wait lists in CIRTS in accordance with DOEA requirements.

- C. Report number of client contacts to the Aging and Disability Resource Center.

- D. Adhere to prioritization policy as set forth by DOEA on a monthly basis. Reference DOEA Notice of Instruction: Assessed Priority Consumer List#:062906-1-I-OVCS as applicable.

- E. Ensure the agency’s Disaster Plan reflects ADRC Outsourced Functions, annually or as needed to incorporate ADRC outsourced functions.

- F. Ensure against conflicts of interest and inappropriate self-referrals by referring consumers in need of options counseling or long-term care services beyond the provider’s scope of services to the Aging and Disability Resource Center.

- G. Ensure that services provided are in the clients’ best interest, are the most cost effective, of high quality, and are responsive and appropriate to the assessed needs.

The Assessed Priority Consumer List (APCL) is maintained when services funded by the department are not available. Contracted providers of registered services for Alzheimer’s Disease Initiative (ADI) and Older American’s Act (OAA) maintain waiting lists in the CIRTS database for registered services when funding is not available.

Registered Services for the above listed programs are as follows: Adult Day Care (ADC), Adult Day Health Care (ADHC), Chore (CHO), Escort (ESC), Home Delivered Meals (HDM), Home Health Aide (HHA), Homemaker (HMK), Model Day Care (MDC), Personal Care (PECA), Facility-Based Respite (RESF), In-Home Respite (RESP).

**Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline
Policy and Procedure for
Outsourced function - Screening**

Creation Date: March 5, 2008

Revision Date: May 2012

Objective: To ensure that a comprehensive list of clients in need of services is maintained in CIRTS by appropriate funding source and that the ADRC is thereby able to effectively gauge the level of elder service need in Miami-Dade and Monroe Counties.

Policy: To obtain necessary information from clients in order to assist in determining level of need and eligibility for DOEA funded services

Procedure:

1. ADRC Contracted Providers will collect information from callers and conduct a 701A assessment. Alternatively, if a 701B assessment already exists or is provided from another source (i.e. CARES) the information from the 701B can be utilized.
2. Based on the information provided via the 701A(B) assessment, the ADRC Contracted Provider will make a determination as to the services that the caller is in need of receiving .
3. The ADRC Contracted Provider will determine the appropriate funding source(s) that provides the needed services.
4. If the caller is in need of a service(s) that is not provided by the ADRC Contracted Provider, the ADRC Contracted Provider will refer caller to the ADRC Elder Helpline utilizing the ADRC Referral Form and/or to an ADRC Contracted Provider that provides the needed service.
5. The caller will be provided with general information regarding the ADRC as well as the ADRC Elder Helpline contact number.
6. The caller will be informed of the services and funding sources that they are being placed on the wait list for in CIRTS.
7. ADRC Contracted Provider will create a client record in CIRTS (if there is no existing record) and enter the services needed for the caller by funding source and service. [If there is an existing record in CIRTS, the appropriate fields will be updated].
8. If the ADRC Contracted Provider determines that the caller may qualify for more than one funding source, ADRC Contracted Provider is encouraged to enter the appropriate information under multiple

funding sources. [If there is an existing client record in CIRTS, the client record in CIRTS will be updated with appropriate information].

9. ADRC Contracted Provider will inform caller that they will receive a follow-up call (or home visit in case of active client) to check on their status based on DOEA Wait List Reassessment Standards and encourage caller to contact the ADRC Elder Helpline with any questions.

**Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline
Policy and Procedure for
Outsourced function - Triage**

Creation Date: March 5, 2008

Revision Date: May 2012

Objective: To ensure that clients in need of DOEA funded services receive services based on the highest level of need, first, as funding becomes available.

Policy: To assist clients in obtaining DOEA funded services as funding becomes available, based on level of need as determined by a CIRTS priority score.

Procedure:

1. ADRC Contracted Provider will conduct periodic follow-up calls (or home visit in case of active client) to check on client status based on DOEA Wait List Reassessment Standards.
2. Based on the information provided via the 701A(B) assessment, the ADRC Contracted Provider will update the client information in CIRTS specifically as it pertains to level of need for services by funding source.
3. The ADRC Contracted Provider will ensure that the CIRTS prioritization score is accurately maintained, according to DOEA Standards.
4. If the caller is in need of a service(s) that is not provided by the ADRC Contracted Provider, the ADRC Contracted Provider will refer caller to the ADRC Elder Helpline utilizing the ADRC Referral Form and/or to an ADRC Contracted Provider that provides the needed service.
5. The caller will be informed of the services and funding sources that they remain on the wait list for and/or have been removed from the wait list for.
6. ADRC Contracted Provider will advise client of any change in their CIRTS priority score based on the updated information.
7. ADRC Contracted Provider will remind client of the ADRC Elder Help Line contact number and to contact the ADRC Elder Help Line with any questions or concerns.
8. As funding becomes available, ADRC Contracted Provider will run CIRTS Prioritization Report and activate clients according to DOEA Standards (refer to ADRC Client Activation Policies and Procedures). The Contracted Provider will apply targeting criteria, as appropriate, to prioritized clients to ensure activations meet programmatic requirements.

**Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline
Policy and Procedure for
Activation From Wait List – Clients/Services**

Creation Date: March 5, 2008

Revision Date: May 2012

Objective: To ensure that elders in need of DOEA funded services in Miami-Dade and Monroe Counties and on the CIRTS wait list begin to receive services as funding becomes available.

Policy: ADRC will work with ADRC Contracted Providers to ensure that clients waiting for DOEA funded services begin to receive those services as funding becomes available.

Procedure:

1. ADRC Contracted Provider will activate clients on CIRTS wait list based on DOEA prioritization policies and funding availability.
2. ADRC Contracted Provider will update CIRTS status by funding source and service for any services being activated for the client using appropriate CIRTS codes.
3. Client may be left on wait list of a different funding source than the one being activated if ADRC Contracted Provider determines that it is appropriate.
4. Client may also be left on wait list in CIRTS if they are being activated by the ADRC Contracted Provider under a temporary non-DOEA funding source and ADRC Contracted Provider determines that the clients' need will persist after the temporary funding source is exhausted.
5. ADRC Contracted Provider will inform the client of any services/funding source that they are being activated for as well as those services and funding sources that they will continue to be wait listed for.
6. ADRC Contracted Provider will inform client to contact the ADRC Elder Helpline if they have any questions or concerns regarding the status of any of their services.

**Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline
Policy and Procedure for
Termination From Wait List – Clients/Services**

Creation Date: March 5, 2008

Revision Date: May 2012

Objective: To ensure that the comprehensive list of clients in need of services in CIRTSS is appropriately maintained by funding source and that the ADRC is thereby able to effectively gauge the current level of elder service need in Miami-Dade and Monroe Counties.

Policy: ADRC will maintain an accurate and current list of clients in need of elder services in Miami-Dade and Monroe Counties with the assistance of the ADRC Contracted Providers.

Procedure:

1. ADRC Contracted Provider will re-screen clients which the ADRC Contracted Provider initially placed on the CIRTSS wait list for services based on DOEA Reassessment Standards.
2. The re-screening may be in the form of a phone screening or a home visit depending on the clients status (i.e. active/pending)
3. ADRC Contracted Provider will determine if the client is no longer in need (or eligible) for any of the services they were wait-listed for.
4. ADRC Contracted Provider will terminate the client from the wait list (entirely or by specific service) using the appropriate CIRTSS termination code for any services or funding source for which the client is determined to no longer be eligible for or no longer in need of.
5. ADRC Contracted Provider will inform the client of any services/funding source that they are being removed from the wait list for.
6. ADRC Contracted Provider will inform client of their ability to be re-added to the wait list if their level of need should change.
7. ADRC Contracted Provider will inform client to contact the ADRC Elder Helpline if they have any questions or concerns regarding their wait list status.
8. Reference DOEA Notice of Instruction: Assessed Priority Consumer List#:062906-1-I-OVCS as applicable.

Aging and Disability Resource Center
Monthly Client Data Report Instructions

NOTE: All Service Providers are required to submit the Client Data Report on a monthly basis at the same time that they submit the Surplus Deficit Report and related expenditure plan to the Contract Manager.

Total # of Personal Contacts (Calls, Walk-ins, Mail, E-mails or Faxes): This is a count of all contacts during the reporting period from individuals seeking information, referral or assistance for themselves or others received by the ADRC, satellite office, any outsourced entity, or, to the extent possible, all access points with which the ADRC has an agreement. Contacts include telephone calls, walk-ins, mail, e-mails or faxes for the entire planning and service area. These are communications related to ADRC functions, including ADRC-related one-to-one outreach contacts when consumers are provided with information, referral or assistance for themselves or others. They do not include ADRC public education activities. Administrative and personal contacts are excluded. This number is not an unduplicated count. Documentation for the total count by type of contact and source receiving the contact must be maintained by the ADRC.

Department's Computer Use Policy and its Social Media Policy
Available at the Alliance for Aging Internet site under, "Downloads".

Verification of Employment Status Certification

As a condition of contracting with the Alliance for Aging, Inc., the City of Miami Springs, hereby referred to as contractor, certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Agreement and (b) that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Signature – Ronald K. Gorland
(Same as contract signature)

11/10/2014_____
Date

City Manager_____
Title

City of Miami Springs_____
Company Name

**Alliance for Aging, Inc.
Business Associate Agreement**

This Business Associate Agreement is dated _____, by the **Alliance for Aging, Inc** (“**Covered Entity**”) and City of Miami Springs, (“**Business Associate**”), a municipal government of Florida.

1.0 Background.

- 1.1 Covered Entity has entered into one or more contracts or agreements with Business Associate that involves the use of Protected Health Information (PHI).
- 1.2 Covered Entity, recognizes the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and has indicated its intent to comply in the County’s Policies and Procedures.
- 1.3 HIPAA regulations establish specific conditions on when and how covered entities may share information with contractors who perform functions for the Covered Entity.
- 1.4 HIPAA requires the Covered Entity and the Business Associate to enter into a contract or agreement containing specific requirements to protect the confidentiality and security of patients’ PHI, as set forth in, but not limited to the Code of Federal Regulations (C.F.R.), specifically 45 C.F.R. §§ 164.502(e), 164.504(e), 164.308(b), and 164.314(a-b)(2010) (as may apply) and contained in this agreement.
- 1.5 The Health Information Technology for Economic and Clinical Health Act (2009), the American Recovery and Reinvestment Act (2009) and Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010) require business associates of covered entities to comply with the HIPAA Security Rule, as set forth in, but not limited to 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 (2009) and such sections shall apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity.

The parties therefore agree as follows:

2.0 Definitions. For purposes of this agreement, the following definitions apply:

- 2.1 **Access.** The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.
- 2.2 **Administrative Safeguards.** The administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic Protected Health Information (ePHI) and to manage the conduct of the covered entity’s workforce in relation to the protection of that information.
- 2.3 **ARRA.** The American Recovery and Reinvestment Act (2009)
- 2.4 **Authentication.** The corroboration that a person is the one claimed.
- 2.5 **Availability.** The property that data or information is accessible and useable upon demand by an authorized person.
- 2.6 **Breach.** The unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information.
- 2.7 **Compromises the Security.** Posing a significant risk of financial, reputational, or other harm to individuals.

- 2.8 **Confidentiality.** The property that data or information is not made available or disclosed to unauthorized persons or processes.
- 2.9 **Electronic Protected Health Information.(ePHI)** Health information as specified in 45 CFR §160.103(1)(i) or (1)(ii), limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 2.10 **HITECH.** The Health Information Technology for Economic and Clinical Health Act (2009)
- 2.11 **Information System.** An interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.
- 2.12 **Integrity.** The property that data or information have not been altered or destroyed in an unauthorized manner.
- 2.13 **Malicious software.** Software, for example, a virus, designed to damage or disrupts a system.
- 2.14 **Part I.** Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010).
- 2.15 **Password.** Confidential authentication information composed of a string of characters.
- 2.16 **Physical Safeguards.** The physical measures, policies, and procedures to protect a covered entity's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 2.17 **Privacy Rule.** The Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
- 2.18 **Protected Health Information. (PHI)** Health information as defined in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 2.19 **Required By Law.** Has the same meaning as the term “required by law” in 45 CFR § 164.103.
- 2.20 **Secretary.** The Secretary of the Department of Health and Human Services or his or her designee.
- 2.21 **Security incident.** The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- 2.22 **Security or Security measures.** All of the administrative, physical, and technical safeguards in an information system.
- 2.23 **Security Rule.** The Security Standards for the protection of Electronic Protected Health Information at 45 CFR part 164, subpart C, and amendments thereto.
- 2.24 **Technical Safeguards.** The technology and the policy and procedures for its use that protect electronic protected health information and control access to it.
- 2.25 **Unsecured PHI.** Protected health information that is not secured through the use of technology or methodology specified by the Secretary in guidance issued under 42 U.S.C. section 17932(h)(2).
- 2.26 All other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.
- 3.0. **Obligations and Activities of Business Associate.**

- 3.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this agreement or as Required by Law.
- 3.2 Business Associate agrees to:
- (a) Implement policies and procedures to prevent, detect, contain and correct Security violations in accordance with 45 CFR § 164.306;
 - (b) Prevent use or disclosure of the PHI other than as provided for by this Agreement or as required by law;
 - (c) Reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity; and
 - (d) Comply with the Security Rule requirements including the Administrative Safeguards, Physical Safeguards, Technical Safeguards, and policies and procedures and documentation requirements set forth in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.
- 3.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 3.4 Business Associate agrees to promptly report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware. This includes any requests for inspection, copying or amendment of such information and including any security incident involving PHI.
- 3.5 Business Associate agrees to notify Covered Entity without unreasonable delay of any security breach pertaining to:
- (a) Identification of any individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such security breach; and
 - (b) All information required for the *Notice to the Secretary of HHS of Breach of Unsecured Protected Health Information*.
- 3.6 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 3.7 If Business Associate has PHI in a Designated Record Set:
- (a) Business Associate agrees to provide access, at the request of Covered Entity during regular business hours, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR §164.524; and
 - (b) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual within 10 business days of receiving the request.
- 3.8 Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity or to the Secretary upon request of either for purposes of determining Covered Entity's compliance with the Privacy Rule.

- 3.9 Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- 3.10 Business Associate agrees to provide to Covered Entity or an individual, upon request, information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 and ARRA § 13404.
- 3.11 Business Associate specifically agrees to use security measures that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in electronic or any other form, that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- 3.12 Business Associate agrees to implement security measures to secure passwords used to access ePHI that it accesses, maintains, or transmits as part of this Agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.
- 3.13 Business Associate agrees to implement security measures to safeguard ePHI that it accesses, maintains, or transmits as part of this agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.
- 3.14 Business Associate agrees to comply with:
- (a) ARRA § 13404 (Application of Knowledge Elements Associated with Contracts);
 - (b) ARRA § 13405 (Restrictions on Certain Disclosures and Sales of Health Information); and
 - (c) ARRA § 13406 (Conditions on Certain Contacts as Part of Health Care Operations).
- 4.0 **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in this Agreement or any related agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in any and all contracts with Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- 5.0 **Specific Use and Disclosure Provisions.**
- 5.1 Except as otherwise limited in this agreement or any related agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 5.2 Except as otherwise limited in this agreement or any related agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 5.3 Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B), only when specifically authorized by Covered Entity.
- 5.4 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).
- 6.0 **Obligations of Covered Entity.**

- 6.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI, by providing a copy of the most current Notice of Privacy Practices (NPP) to Business Associate as Attachment XI to this Agreement. Future Notices and/or modifications to the NPP shall be posted on Covered Entity's website at www.allianceforaging.org.
- 6.2 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 7.0 **Permissible Requests by Covered Entity.** Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- 8.0 **Effective Date and Termination.**
- 8.1 The Parties hereby agree that this agreement amends, restates and replaces any other Business Associate Agreement currently in effect between Covered Entity and Business Associate and that the provisions of this agreement shall be effective as follows:
- (a) These Business Associate Agreement provisions, with the exception of the electronic security provisions and the provisions mandated by ARRA, HITECH and Part I shall be effective upon the later of April 14, 2003, or the effective date of the earliest contract entered into between Business Associate and Covered Entity that involves the use of PHI;
- (b) The electronic security provisions hereof shall be effective the later of April 21, 2005 or the effective date of the earliest contract entered into between Business Associate and Covered Entity that involves the use of PHI; and
- (c) Provisions hereof mandated by ARRA, HITECH and/or Part I shall be effective the later of February 17, 2010 or the effective date of the earliest contract entered into between covered entity and business associate that involves the use of PHI or ePHI.
- 8.2 **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (b) Immediately terminate this agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- 8.3 **Effect of Termination.** Except as provided in subparagraph (b) of this section, upon termination of this agreement, for any reason, Business Associate shall return all PHI and ePHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.
- (a) This provision shall apply to PHI and ePHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI and ePHI.
- (b) In the event that Business Associate or Covered Entity determines that returning the PHI or ePHI is infeasible, notification of the conditions that make return of PHI or ePHI infeasible shall be provided to the other party. Business Associate shall extend the protections of this Agreement to such retained PHI and

ePHI and limit further uses and disclosures of such retained PHI and ePHI, for a minimum of six years and so long as Business Associate maintains such PHI and ePHI, but no less than six (6) years after the termination of this agreement.

- 9.0 **Regulatory References.** A reference in this agreement to a section in the Privacy Rule or Security Rule means the section then in effect or as may be amended in the future.
- 10.0 **Amendment.** The Parties agree to take such action as is necessary to amend this agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- 11.0 **Survival.** Any term, condition, covenant or obligation which requires performance by either party hereto subsequent to the termination of this agreement shall remain enforceable against such party subsequent to such termination.
- 12.0 **Interpretation.** Any ambiguity in this agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and Security Rule.
- 13.0 **Incorporation by reference.** Any future new requirement(s), changes or deletion(s) enacted in federal law which create new or different obligations with respect to HIPAA privacy and/or security, shall be automatically incorporated by reference to this Business Associate Agreement on the respective effective date(s).
- 14.0 **Notices.** All notices and communications required, necessary or desired to be given pursuant to this agreement, including a change of address for purposes of such notices and communications, shall be in writing and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To Covered Entity: Alliance for Aging, Inc.
Attention: Max Rothman
760 NW 107 Avenue
Miami, Florida 33172

To Business Associate: City of Miami Springs
Ronald K. Gorland, City Manager
201 Westward Drive, Miami Springs, FL 33166

Any such notice shall be deemed delivered upon actual receipt. If any notice cannot be delivered or delivery thereof is refused, delivery will be deemed to have occurred on the date such delivery was attempted.

- 15.0 **Governing Law.** The laws of the State of Florida, without giving effect to principles of conflict of laws, govern all matters arising under this agreement.
- 16.0 **Severability.** If any provision in this agreement is unenforceable to any extent, the remainder of this agreement, or application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.
- 17.0 **Successors.** Any successor to Business Associate (whether by direct or indirect or by purchase, merger, consolidation, or otherwise) is required to assume Business Associate's obligations under this agreement and agree to perform them in the same manner and to the same extent that Business Associate would have been required to if that succession had not taken place. This assumption by the successor of the Business Associate's obligations shall be by written agreement satisfactory to Covered Entity.

18.0 **Entire Agreement.** This agreement constitutes the entire agreement of the parties relating to the subject matter of this agreement and supersedes all other oral or written agreements or policies relating thereto, except that this agreement does not limit the amendment of this agreement in accordance with section 10.0 of this agreement.

Covered Entity: Alliance for Aging, Inc.

By: _____
(signature)

Date: _____

Business Associate: City of Miami Springs

By: _____
(signature) Ronald K. Gorland

Date: 11/10/2014



BACKGROUND SCREENING

Affidavit of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____
Street Address *City* *State* *ZIP code*

I, _____ do hereby affirm under penalty of perjury
Name of Representative

that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

 Signature of Representative Date

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____ (Name of Representative) who is personally known to me or produced _____ as proof of identification.

 Print, Type, or Stamp Commissioned Name of Notary Public Notary Public

DOEA Form 235, Affidavit of Compliance - Employer, Effective April 2012
 Form available at: <http://elderaffairs.state.fl.us/english/backgroundscreening.cfm>

Section 435.05(3), F.S.

ATTACHMENT H

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

The undersigned, an authorized representative of the Contractor named in the contract or agreement to which this form is an attachment, hereby certifies that:

(1) The Contractor understands that pursuant to s. 287.135 F.S., any company at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, that is on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Sector List (collectively, "the Lists") is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract pursuant to which funding is provided by the Department of Elder Affairs (Department) for goods or services of \$1 million or more.

(2) The Contractor understands that, pursuant to s. 287.135 F.S., any company that submits a false certification is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification.

(3) The Contractor understands that the contract to which this form is an attachment may be terminated by the Alliance if the Contractor submits a false certification or has been placed on the Lists.

This certification, required by Florida law, is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

	11/10/2014
Signature Ronald K. Gorland (Same as contract signature)	Date

City Manager
Title

City of Miami Springs
Company Name



**CITY OF MIAMI SPRINGS
OFFICE OF THE CITY CLERK**
201 Westward Drive
Miami Springs, FL 33166-5259
Phone: 305.805.5006
Fax: 305.805.5028

TO: Honorable Mayor Garcia and Members of the City Council
VIA: Erika Gonzalez-Santamaria, CMC, City Clerk
FROM: Elora R. Sakal, Assistant City Clerk
DATE: November 6, 2014
SUBJECT: Board of Parks and Parkways Recommendation for Signage Wall

Based on their actions taken at their meeting of September 10, 2014, the Board of Parks and Parkways members would like to bring the following recommendation to the attention of the City Council:

“Board member Priess would like to recommend that Council adopt the plan submitted by Public Works Director Tom Nash for the churches and organizations signage wall on Curtiss Parkway adjacent to the pump house on the corner of Eldron Drive and to budget the installation. Board member Brooks seconded the motion which was carried unanimously on voice vote.”

*Please note that the suggested signage size for the churches and organizations be no larger than 12” x 12”.

Attachments: Excerpts of Minutes from the February 13, 2014 and September 10, 2014 meeting

EXCERPTS - BOARD OF PARKS AND PARKWAYS - FEBRUARY 13, 2014

a) Signage for Churches and Organizations on Curtiss Parkway

Chair Richey said that Public Works Director Nash came up with the idea of using something similar to the incoming sign on Curtiss Parkway in the median facing south where the divide begins. There has not been any discussion by the Board on where the signage should be; either at the end of Eldron Drive in front of the pump house or in the median across from the driving range.

Public Works Director Nash commented that the signage will not get much attention if it is in the median across from the driving range. Some decisions that will need to be made include the size of the wall, the size of the signs, and the colors. Another question is whether the organizations will be willing to purchase a new sign or continue to participate.

Chair Richey asked how much the signs are going to cost and Public Works Director Nash replied that if they decide on a 12 in. x 12 in. or a 24 in. x 18 in. sign it could cost approximately \$40.

Board member Johnston suggested asking the organizations of the signs first before beginning the project so there is an idea of how many signs there will be.

Chair Richey stated that if the City decides to implement this project, then the organizations should be advised of the moving of the signs and if they would like to be included, they will be given the details of the new signage requirements.

Board member Johnston said that she would give the organizations a maximum on the size of the signs.

Chair Richey asked how the signs will be attached and Public Works Director Nash responded that they will probably be attached with tapcons.

Board member Priess commented that the idea of the wall is a good idea. The signs should be the way they are now so that they are all different. She agrees with there being a limit to the size of the sign. She suggested putting the wall across from the Curtiss Parkway and Deer Run monument.

Discussion ensued regarding the location of the signage wall.

Chair Richey asked if the signs will be made by the same vendor and Public Works Director Nash replied that he believes that was the direction the City Manager wanted to go in.

Chair Richey said that the signs should be made of a certain type of material so that they would not rust or deteriorate.

Board member Johnston recommended to Council that a wall be constructed near the location of the pump house on Eldron Drive and Curtiss Parkway which would allow City churches and organizations to present an informational sign with restrictions to specific sizes in an attempt to better organize and create a presentation of public organization signage which is currently located at Morningside Drive and Curtiss Parkway. The motion was seconded by Board member Brooks which was carried unanimously on voice vote.

EXCERPTS - BOARD OF PARKS AND PARKWAYS - SEPTEMBER 10, 2014

a) Signage for Churches and Organizations on Curtiss Parkway

Board member Priess would like to recommend that Council adopt the plan submitted by Public Works Director Tom Nash for the churches and organizations signage wall on Curtiss Parkway adjacent to the pump house on the corner of Eldron Drive and to budget the installation. Board member Brooks seconded the motion which was carried unanimously on voice vote.

1 week
2 guys

50 blocks \$1.20 Each
60.00

4 bags Mortar \$4.98 per
20.00

corral → 60 tie's \$3.50 ea
210.00

#5 rebar 14 \$8.25 ea
116.00

#5 90° 8 \$7.50 ea
60.00

2 column's }
1 header beam } \$2.50 ea
35 bags }
88.00

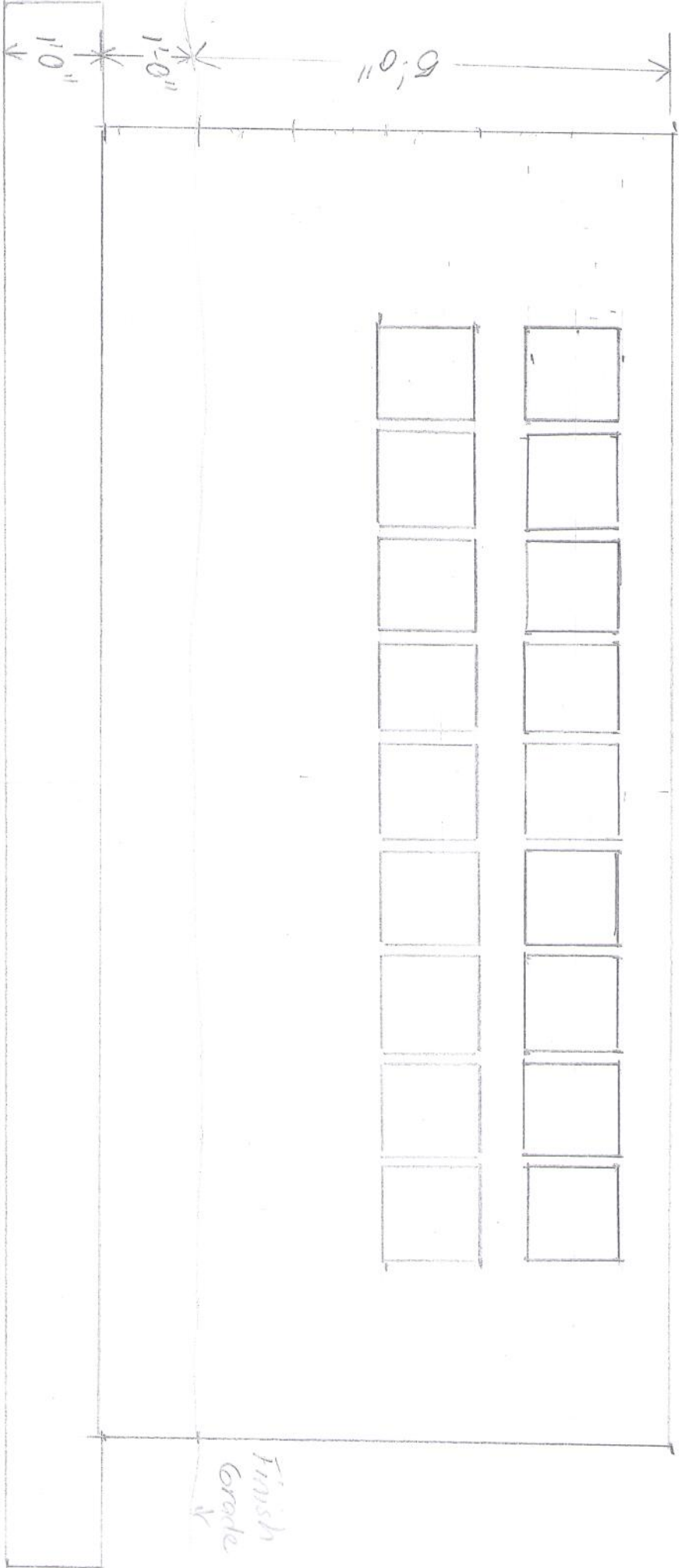
thin-set 2 \$11.00 ea
22.00

\$575.00 not including
concrete for footer
#200. for footer

Approx Cost

1,407.
500.³⁸

2K



3

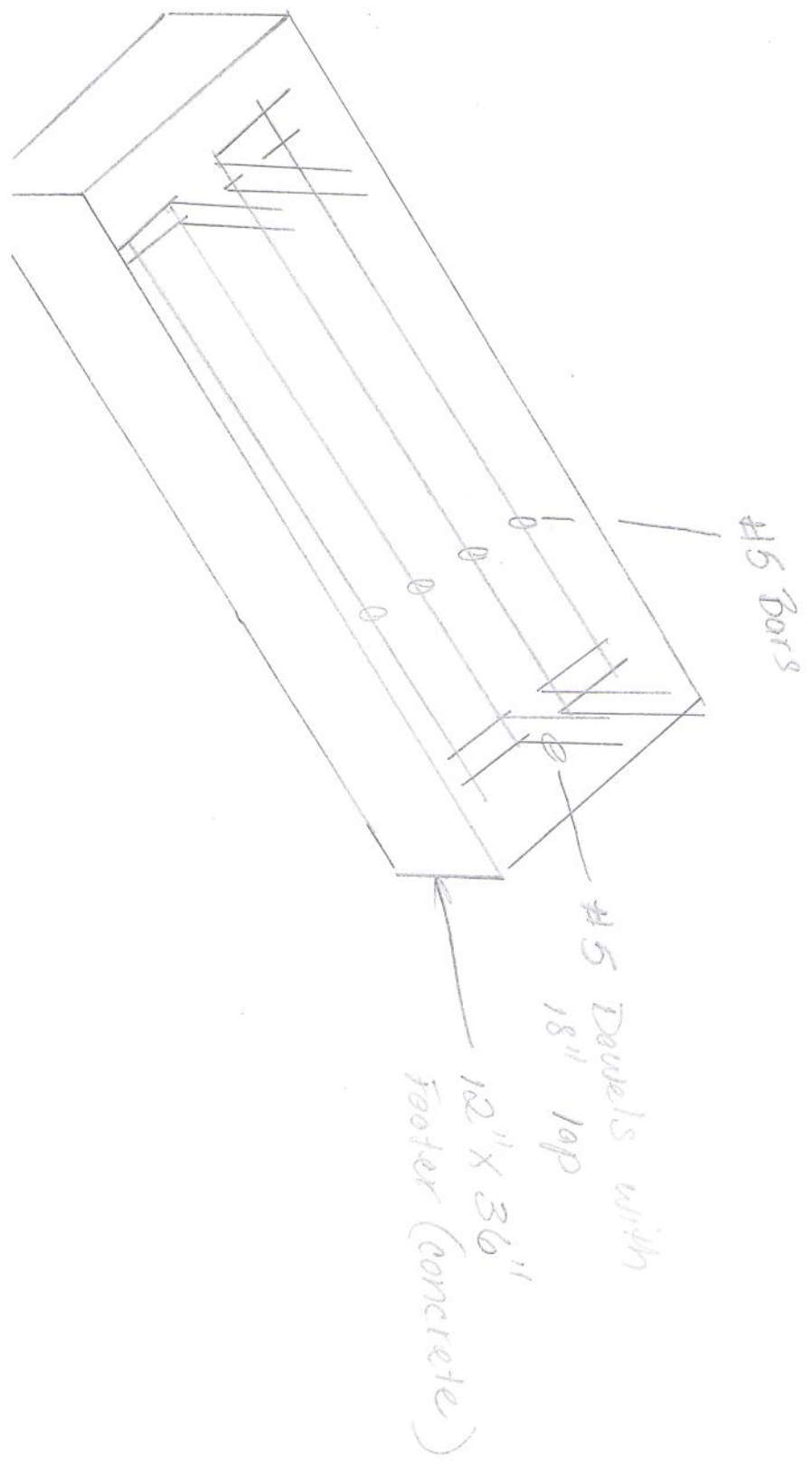
Finish
Grade
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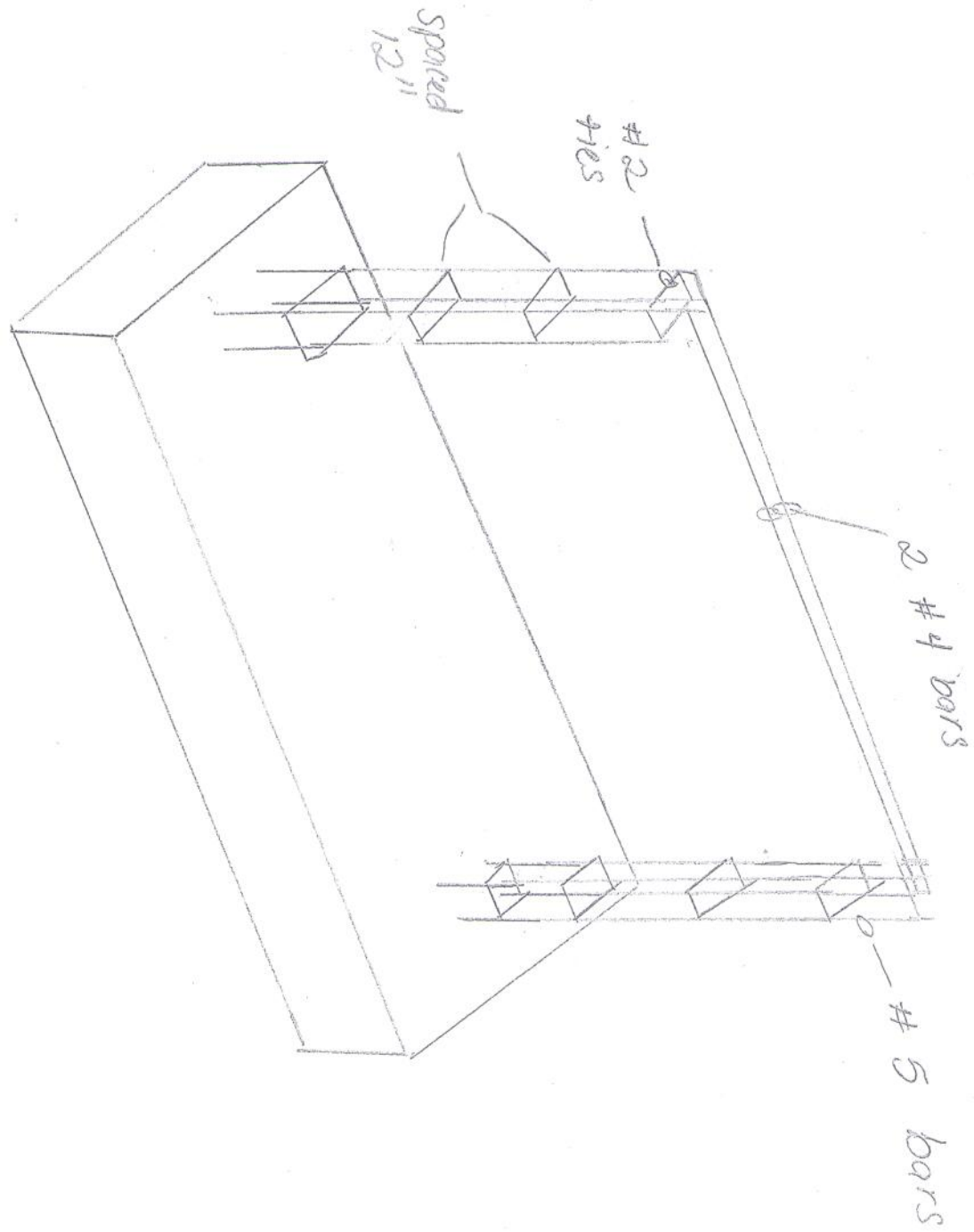
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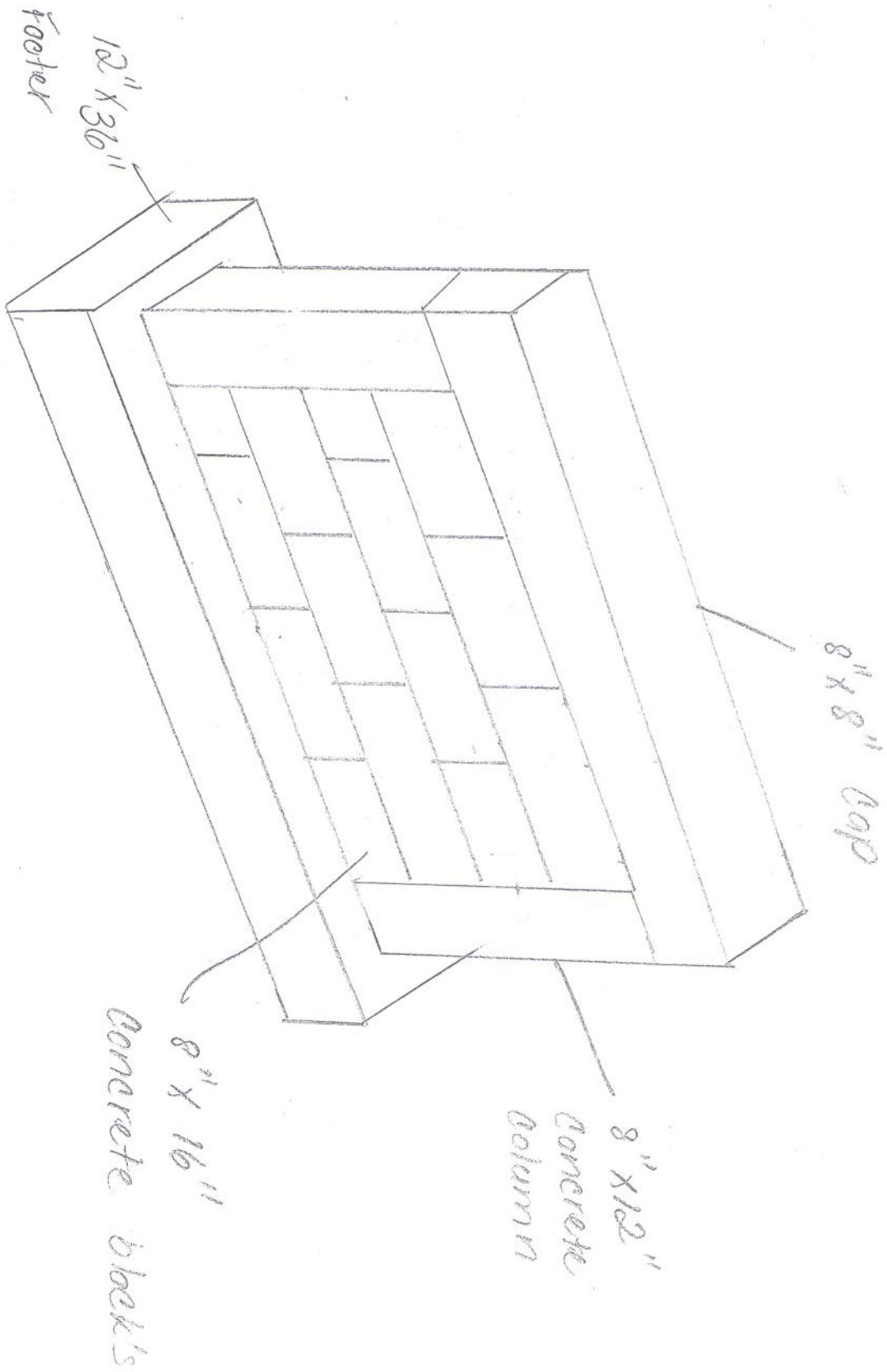
5'0''

1'0''

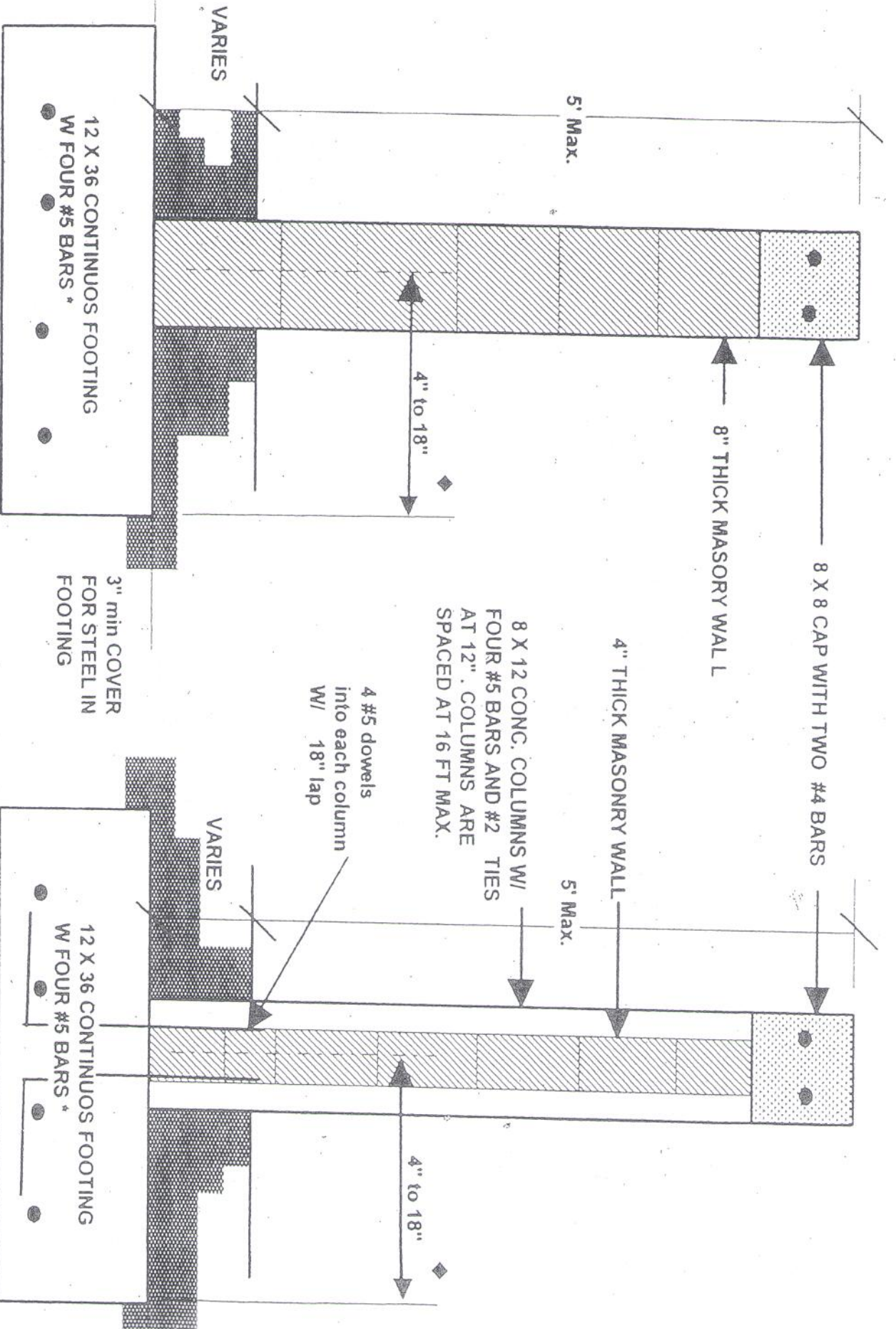
1'0''







5 ft maximum height masonry fence per Fl. Bldg. Code



◆ THE WALL MAY BE PLACED AT THE CENTER OR OFFSET ON THE FOOTING

* FOR WALLS EXTENDING 3 OR LESS FT ABOVE GRADE FOOTING MAY BE 12 X 24 WITH THREE #5 BARS





Google earth

feet 10
meters 3





**CITY OF MIAMI SPRINGS
OFFICE OF THE CITY CLERK**

201 Westward Drive
Miami Springs, FL 33166-5259
Phone: 305.805.5006
Fax: 305.805.5028

TO: The Honorable Mayor Zavier Garcia and Members of the City Council

VIA: Erika Gonzalez, MMC, City Clerk

FROM: Elora R. Sakal, Board Secretary

DATE: October 28, 2014

SUBJECT: Recreation Commission Board Recommendation

Based on their actions taken at their meeting of October 27, 2014 the Recreation Commission Board members would like to bring the following recommendation to the attention of the City Council:

“Board member Santin made a recommendation to Council to sunset the Recreation Commission Board. Board member Kondy seconded the motion which was carried 3-1 on voice vote with Board member Becerra being the dissenting vote.”

EXCERPTS – RECREATION COMMISSION MEETING – OCTOBER 27, 2014

b) Recommendation to Council to sunset the Recreation Commission Board

Board member Santin commented that this board has not met in a long time. He questioned the validity of the board and whether there is a need for the Board.

Board member Kondy felt that the Board is not respected.

Board member Becerra supported the need for the Board and said that he would rather speak and not be heard then to not be able to speak at all.

Board member Becerra asked if this will be brought to Council's attention at their next meeting and Board Secretary Sakal replied that this item will go before Council at their next meeting.

Board member Becerra mentioned that he will be at the next Council meeting to ensure that the Board gets heard.

Grant Writer Foster commented that any time the City submits a proposal to the State of Florida, one of the requirements is that a non-elected citizens appointed board approve it. She hopes that nothing would be done to jeopardize the future ability to take advantage of State grant monies.

Board Secretary Sakal stated that Grant Writer Foster may want to speak with Finance Director William Alonso regarding the need for an Advisory Boards approval on the application process for grants.

Board member Santin made a recommendation to Council to sunset the Recreation Commission Board. Board member Kondy seconded the motion which was carried 3-1 on voice vote with Board member Becerra being the dissenting vote.