



REVISED

CITY OF MIAMI SPRINGS, FLORIDA

Mayor Maria Puente Mitchell

**Vice Mayor Bob Best
Councilman Walter Fajet, Ph. D.**

**Councilwoman Jacky Bravo
Councilman Victor Vazquez, Ph. D.**

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

CITY COUNCIL REGULAR MEETING AGENDA

Monday, August 23, 2021 – 7:00 p.m.

**City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(In-person and virtually. See pages 3-4 for additional information)**

- 1. Call to Order/Roll Call**
- 2. Invocation:** Vice Mayor Bob Best
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) Yard of the Month Award – September 2021 – 920 Plover Avenue – Victor and Kim Robles
 - B) Rotary Club Drawing for a chance to win Dining Out for a Year; benefit to raise money for kids and families at the Chapman Partnership and other charitable projects
 - C) Recognition of Fermin Ferro, City Hall Featured Artist of the Month of August
- 5. Open Forum:** Persons wishing to speak on items of general City business, may do so in person (*subject to capacity restrictions*) or virtually by following the instructions on pages 3-4. This portion of the meeting also includes any pre-screened video submittals. *The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.*
- 6. Approval of Council Minutes:**
 - A) June 28, 2021 – Regular Meeting
 - B) August 2, 2021 – Budget Workshop
 - C) August 9, 2021 – Regular Meeting
- 7. Reports from Boards & Commissions: None.**

8. Public Hearings:

A) **Ordinance – Second Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 32 Of The City’s Code Of Ordinances By Creating Article Xvii, “Nuisance Abatement Board,” Authorizing The Creation Of An Administrative Board With The Authority To Impose Fines And Other Noncriminal Penalties To Abate Certain Activities Declared Public Nuisances Pursuant To Section 893.138, Florida Statutes; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

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

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of A Vehicle From Duval Ford, LLC In An Amount Not To Exceed \$44,303 Utilizing The Terms And Conditions Of The Florida Sheriffs Association’s Contract Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Implementation; And Providing For An Effective Date

B) Recommendation by Golf that Council approve the waiver of the competitive bid process, in the best interest of the City, with an increase in the amount of \$10,000.00 to the City's current open purchase order with Tropic Oil, for an overall amount not to exceed \$35,000 to cover fuel costs associated with the fueling of the golf cart fleet and maintenance equipment at the Golf and Country Club, for the remainder of this fiscal year, as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code

10. Old Business: None.

11. New Business:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Third Amendment To The Professional Services Agreement With American Traffic Solutions, Inc. D/B/A Verra Mobility For Camera Systems And Services Relating To The Monitoring And Enforcement Of Red Light Traffic Violations And Authorizing The Purchase Of Additional Automated License Plate Recognition (Alpr) Equipment In An Amount Not To Exceed Budgeted Funds; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Rescinding And Repealing Resolution No. 2019-3841 Which Urged The Miami-Dade County Transportation Planning Organization To Confirm And Accelerate The Allocation Of Funding For The Miami Springs Okeechobee Station Smart Trail Connector; Providing For Authorization; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting An Allocation Of \$6,970,380 In Coronavirus State And Local Fiscal Recovery Funds From The U.S. Department Of Treasury Under The American Rescue Plan Act; Approving An American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement With The State Of Florida, Division Of Emergency Management; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date

12. Other Business:

A) Request by Mayor Mitchell to provide a recap of the August 9, 2021 Council Meeting regarding the Rapid Transit Zone (RTZ)

B) Request by Councilwoman Bravo for Board of Parks and Parkways to Evaluate Various Matters related to City Parks

C) Request by City Manager Alonso to discuss commemorating the 20th Anniversary of 9/11

13. Reports & Recommendations:

A) City Attorney

B) City Manager

C) City Council

14. Adjourn



CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:
Monday, August 23, 2021 at 7:00 p.m. at
City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(Physical Meeting Location)

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

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

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

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

WATCH THE MEETING

- **Comcast/Xfinity:** Channel 77 (Meeting will not be live broadcast, but will be available for later viewing)
- **YouTube:** <https://www.youtube.com/channel/UC2at9KNngUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

CALL IN TO THE PUBLIC MEETING

Dial 305-805-5151 or 305-805-5152

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

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

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

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

IN-PERSON COMMENTS: Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

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

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

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

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information

before delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

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

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

PUBLIC RECORDS

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

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

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

AMERICANS WITH DISABILITIES ACT

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

LOBBYING ACTIVITIES

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities. Specifically, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk and online at: <https://www.miamisprings-fl.gov/cityclerk/lobbyist-registration-form-0>.

Have questions or need additional information?

Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166



CERTIFICATE OF RECOGNITION

Presented to

Kim & Victor Robles

Of

920 Plover Avenue

for their home being designated as

***“YARD OF THE MONTH”
September, 2021***

Presented this 23rd day of August, 2021.

CITY OF MIAMI SPRINGS, FLORIDA

Maria Puente Mitchell
Mayor

ATTEST:

Erika Gonzalez, MMC
City Clerk



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, June 28, 2021 7:00 p.m.

City Hall Council Chambers, 201 Westward Drive, Miami Springs, Florida
Virtual Council Meeting using Communications Media Technology Pursuant to
Governor's Executive Order 20-69

1. **Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:02 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Bob Best

Councilwoman Jacky Bravo

Councilman Walter Fajet, Ph.D.

Councilman Victor Vazquez, Ph.D.

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

City Attorney Jose Arango

Police Chief Armando Guzman

Recreation Director Omar Luna (via Zoom)

2. **Invocation:** Offered by Mayor Maria Mitchell
Pledge of Allegiance: Audience led the Pledge of Allegiance and Salute to the Flag.

3. **Agenda / Order of Business: None at this time.**

4. **Awards & Presentations:**

A) Yard of the Month Award – July 2021 – 189 Morningside Drive – Ydelma Reyes

Ms. Reyes was unable to attend the meeting. City Clerk Erika Gonzalez advised the Mayor and City Council that she will make arrangements to have the award delivered to Ms. Reyes.

5. **Open Forum:** The following members of the public addressed the City Council: Susan Hempstead, 924 Swan Avenue, Maria Mikluscak, 579 Hunting Lodge, Pamela Caneri, 1271 Quail Avenue, Neal Spangler, 541 Plover Avenue.

6. Approval of Council Minutes:

A) June 14, 2021 – Regular Meeting

Vice Mayor Best moved to approve the minutes of June 14, 2021 Regular Meeting. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

7. Reports from Boards & Commissions: None at this time.

8. Public Hearings:

A) **Ordinance – Second Reading** – An Ordinance Of The City Of Miami Springs, Florida, Dissolving The Code Review Board, The Memorial Committee, And The Golf And Country Club Advisory Board By Repealing Articles III, IV, And XIV Of Chapter 32, “Boards, Commissions, Committees” Of The City’s Code Of Ordinances; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

City Attorney Haydee Sera read the Ordinance by title. Mayor Mitchell opened the public hearing; Richard Kropp, 1210 Redbird Drive, and Bill Tallman, 901 Falcon Avenue, addressed the City Council. The public hearing closed.

Councilwoman Bravo moved to approve the Ordinance as read. Councilman Fajet seconded the motion, which carried 3-2 on roll call vote. The vote was as follows: Councilwoman Bravo, Councilman Fajet, and Mayor Mitchell voting Yes; Vice Mayor Best and Councilman Vazquez voting No.

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

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Greater Miami Caterers, Inc. For Congregate And Home Delivered Meals For The City’s Elderly Community Pursuant To Request For Proposals No. 01-20/21; Authorizing A Contract In An Amount Not To Exceed \$236,920.20 Annually; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of A Stationary Automated License Plate Reader And Extended Maintenance Agreement From General Sales Administration, Inc. D/B/A Major Police Supply In An Amount Not To Exceed Budgeted Funds Utilizing The Terms And Conditions Of The United States General Services Administration Cooperative Purchasing Agreement Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date

Assistant City Manager Tammy Romero read the Resolutions by title in the Consent

Agenda.

Vice Mayor Best moved to approve the Consent Agenda as read. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

10. Old Business:

- A) Discussion of Senior Names for “Together We Can” Medley Monument

Barbara Sanchez and Lynn Brooks provided an oral presentation. City Manager William Alonso read the staff report for the record.

After some discussion, Councilman Fajet moved to table the item in order to finalize a list of names for the monument. Councilwoman Bravo seconded the motion which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

11. New Business:

- A) **Ordinance – First Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 32 Of The City’s Code Of Ordinances By Creating Article Xvii, “Nuisance Abatement Board,” Authorizing The Creation Of An Administrative Board With The Authority To Impose Fines And Other Noncriminal Penalties To Abate Certain Activities Declared Public Nuisances Pursuant To Section 893.138, Florida Statutes; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

City Attorney Haydee Sera read the Ordinance on first reading.

City Attorney Haydee Sera clarified the direction of the City Council, she stated that the Ordinance will be modified to reflect the creation of a separate board that members of Council will appoint qualified members to. Councilwoman Bravo moved to approve the Ordinance on first reading. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

- B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Amending The Recreation Department Schedule Of Charges; Providing For Authorization; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

Vice Mayor Best moved to approve the Resolution as read. Councilman Fajet

seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Cabana Covers For The City’s Aquatic Center From American Awning Services, Inc. In An Amount Not To Exceed \$14,400; Providing For Authorization; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title. Recreation Director Omar Luna answered all of the City Council’s questions.

Vice Mayor Best moved to approve the Resolution as read. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase And Installation Of Fence Equipment From Guaranteed Fence Corp. In An Amount Not To Exceed \$21,042 For The East Side Fencing Project; Providing For Authorization; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

Councilman Vazquez moved to approve the Resolution as read. Councilwoman Bravo seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

E) Consideration of the Board of Parks and Parkways Recommendations for nominating the Yard of the Month Awards for July, August, and September 2021

Vice Mayor Best moved to approve the board’s recommendation. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

12. Other Business:

A) Discussion by Councilman Vazquez on Board Procedures and tasks

Councilman Vazquez provided an oral presentation on the need to formalize a process and the creation of certain guidelines in order to have clear communication between the City Council and the Advisory Boards. There was a general consensus among the City Council to have all advisory boards report annually during a Council meeting and to encourage Council liaisons be a communication conduit between City Council and advisory boards. The City Council directed City Clerk Erika

Gonzalez, to advise the boards of the Council's request for annual reporting.

B) Request by Councilwoman Bravo to discuss crime watch and management/Chief's Report

Police Chief Guzman gave an oral presentation on the roles of various units within the Police Department, crime statistics, and crime prevention. He answered all of the City Council's questions and updated the Council with valuable information on the department.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera had no report at this time.

B) City Manager

City Manager William Alonso advised the City Council that Miami-Dade County Mayor Levine-Cava requested that all municipalities conduct an inventory, evaluate and report on structures forty years and older and that are five stories and above. He updated the City Council on the information gathered on the request. Assistant City Manager Tammy Romero provided a list of upcoming City events.

C) City Council

Councilwoman Bravo had no report at this time.

Vice Mayor Best wished everyone a happy July 4th holiday.

Councilman Fajet thanked Councilman Vazquez for the recommendation on the advisory boards. He also thanked Councilwoman Bravo for her fresh ideas, Councilman Best for his continuous genuine commitment to things that are right for the City, and Mayor Mitchell for her steady leadership. He addressed the concerns of the proposed pedestrian bridge and stated that he will attend the informational session tomorrow night.

Councilman Vazquez requested an update on the recent FDOT public sessions that occurred recently relating to the NW 36th Street Corridor and "Iron Triangle" projects.

Mayor Mitchell expressed his deepest condolences to the City of Surfside, she stated that Miami Springs is available for anything that Surfside needs. Mayor Mitchell reminded the public that the Informational Session will take place tomorrow at the Senior Center at 6:00 p.m. and Budget workshops commence in August and encourages all residents to attend and provide input during the budget process. She encourages all residents, adults and children, to learn how to swim. The Aquatic Facility offers swimming lessons and if assistance is needed to pay for the sessions

to please reach out to Council or to staff. She reminded the public that the millage setting meeting will happen on July 22, at 5:01 p.m. Mayor Mitchell wished everyone a Happy Fourth of July.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 10:55 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 23^d day of August 2021.*

Maria Puente Mitchell, 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
City Council Workshop Meeting Minutes
Monday, August 2, 2021, 6:00 p.m.

Virtual Council Meeting using Communications Media Technology Pursuant to
Governor's Executive Order 20-69

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 6:00 p.m.

Present were the following:

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Bob Best

Councilwoman Jacky Bravo

Councilman Walter Fajet, Ph.D.

Councilman Victor Vazquez, Ph.D.

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera (via Zoom)

City Attorney Jose Arango (via Zoom)

Public Works Director Lazaro Garaboa

Administrative Assistant to Public Works Director Lizzette Fuentes

Planning Director Chris Heid

Code Compliance Officer Roberto Quintero

IT Director Jorge Fonseca

Building Official Ulises Fernandez (via Zoom)

- 2. Invocation:** Offered by Vice Mayor Bob Best
Salute to the Flag: The audience participated.

- 3. Workshop on Proposed Fiscal Year 2020-2021 Budget**

- I. Opening Remarks by City Manager/Finance Director William Alonso

City Manager Alonso introduced the upcoming workshop and stated that the upcoming budget discussions offers Council various options and decisions required to finalize the FY2020-2021 budget. He presented a statement based on the current millage rate of 7.3300, revenues of \$19,257,555.00. The proposed budget reflects at the recommended millage rate a surplus of \$18,669.00. There are no reduction in services and no new outsourced services. The new proposed budget includes a proposed COLA increase of 3% for all General Employees and for Police and includes a new server for the City Clerk's

records management program, Parks and Recreation has \$100,000 for new racquetball court resurfacing, \$80,000 for painting the Community Center, \$25,000 for a new F150 truck and \$20,000 for tennis court resurfacing, for Police \$46,000 for a new vehicle, \$13,000 for a One KeyTrak Guardian System, \$8,715 for five portable radios, and \$10,540 for Panasonic Toughbook laptops. Finance-Professional Services has \$17,668 for a new digital marquee for the Circle and \$1,860 for a laptop/software/monitor for the PIO office, Elderly Services has \$3,000 for a new ExecuTime time clock and \$2,000 for a mirror and balance bar for the gym.

He stated that Police is adding an additional police officer which will increase our total from 45 to 46 uniformed officers. Public works will add one Administrative Assistant to help with customer service and other functions, City Hall is adding a receptionist for the front lobby, and Building and Code will add one staff that whose time will be split 50/50 between Building Dept. and Code compliance. Health insurance costs will increase by 5.7% for FY21-22. Total cost of this increase in General fund is \$79,258. The minimum wage in Florida will increase from \$8.56 to \$10 per hour on Oct 1, 2021. This resulted in an increase in salary costs all part time employees in Golf, Parks and Recreation, and Senior center. Budget includes a \$67,429 payout to a retiring police officer. This Budget also includes Police 3% COLA per contract, total cost to general fund is \$110,440. Budget assumes a 3% cost of living increase for all operating expenditures (e.g.: fuel, utilities, supplies, etc.). Budget includes \$45,000 for the City's lobbyist, an increase of \$12,000 for the City Attorney, as well as \$5,000 for legal costs related to the annexation lawsuit. The Public Works budget includes \$25,000 for citywide tree planting, \$100,000 for tree trimming, and this year we are also adding \$50,000 for sidewalk replacement citywide. Council budget includes a \$35,000 funding request from CMI for next fiscal year, \$14,000 for the River Cities Festival, \$29,000 for pelican Playhouse and \$6.100 request from the Historic Museum for storage costs.

II. City Council

City Manager/Finance Director Alonso stated that the budget shows a decrease in the Council proposed budget. Council budget includes \$35,000 for the Curtiss Mansion, \$14,000 for the River Cities Festival and \$6,000 for the Historic Museum's museum storage costs.

Presentation made by Juliana Arias for River Cities Festival, she requested the funds from last year and including the \$14,000 for this year. There were no further action taken at this time.

III. City Clerk

The City Clerk's budget is \$4,190 more than last year. The increase is mainly due to a new server for Laserfiche, records management software program. There were no further changes to the Clerk budget.

There were no other questions or comments on this portion of the budget.

IV. Code Compliance

Mr. Alonso commented that the Code Compliance Department is a separate department from Building. He stated that the budget is \$49,633 higher than last year due to additional part-time staff to the department and health insurance increase.

There were no further changes to this section.

V. Building Department

Mr. Alonso stated that the Building Department is \$99,780 higher than the current year. The increase is due to inspector pay because of increased building activity. The Building Department budget is a separate Special Revenue fund.

Building and Code Compliance Director Ulises Fernandez answered questions from Council. There were no further changes in the budget.

VI. IT Services

The budget is \$16,445 lower than the current year, according to Mr. Alonso. I.T. Director Jorge Fonseca answered Council's questions and there were no changes to the proposed budget.

VII. Planning

Mr. Alonso stated that the proposed budget is \$536 higher than the current year. Zoning and Planning Director Chris Heid addressed the Council's questions. There was no further discussion on this portion of the budget.

VIII. Public Services Department

i. Administration

Mr. Alonso stated that the Administration budget is approximately \$63,717 higher due to addition of a fulltime administrative staff to assist with customer service. He also stated that the entire Public Works budget for the upcoming fiscal year is \$2,257,176 lower than FY2020-2021 due to City Hall remediation. There were no changes in this portion of the budget.

ii. Streets/Streetlights Division

City Manager/Finance Director Alonso explained the budget is \$31,258 higher or 7.3% than the current year. Budget includes \$25,000 for tree planting city-wide and \$50,000 for City-

wide sidewalk repairs.

iii. Public Properties

City Manager/Finance Director Alonso stated that the Public Properties budget is about \$13,337 lower than the current year. The budget includes \$200,000 for city-wide tree trimming, a five-year Capital Lease for equipment and improvements totaling \$25,000 includes Westward Drive Island Planting and \$10,000 for landscaping tools and equipment. This budget includes an additional maintenance worker position due to increased workload.

iv. Building Maintenance

City Manager/Finance Director Alonso said the department is \$312,314 lower than the current year. Decrease is due to mold remediation at City Hall.

There were no further questions for this section of the budget.

v. Fleet Maintenance

Mr. Alonso explained that the Fleet Maintenance budget is \$40,000 lower than the current year.

vi. Road and Transportation

City Manager/Finance Director Alonso stated that the Road and Transportation, Sanitation and Stormwater funds do not impact the General Fund. The proposed budget is \$7,570 lower than FY2020-2021. The Road and Transportation fund includes funds from the Citizens Independent Transportation Trust (CITT) and the projected revenue for next year is approximately \$733,169. This budget includes \$28,000 to replace the crosswalk signs at Starbucks on the circle, \$50,000 for alley maintenance, and \$147,000 for milling and paving various roads City-wide.

vii. Sanitation

The Sanitation fund is self-sufficient as it is funded through the sanitation fees that are collected on an annual basis, according to Mr. Alonso. The proposed budget is \$88,185 lower than this year. This includes \$530,676 for two new sanitation trucks over a five year lease-financing agreement.

viii. Stormwater

Mr. Alonso explained that the Stormwater fund includes fees collected through the water bill. The City hired a consultant to work on a Stormwater Utility Study which will suggest a possible increase in the charges per residential unit for services. The budget is \$62,859 lower than the previous year. Total revenues totaled \$424,500.

IX. Finance

City Manager/Finance Director Alonso stated that there was a 5% increase due to the salary and health insurance costs for the department. This section of the budget also includes the Professional Services budget. He explained that the budget is higher this year, \$49,478 or 24.7% approximately; budget includes a fulltime receptionist, a new digital marquee for the Circle along with a new laptop for the PIO office.

There were no further changes to the budget.

4. Adjourn

There being no further business to be discussed the meeting was adjourned at 9:05 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
this 23rd day of August, 2021.*

Maria Puente Mitchell, 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

City Council Meeting

Regular Meeting Minutes

Monday, August 9, 2021 7:00 p.m.

City Hall Council Chambers, 201 Westward Drive, Miami Springs, Florida
Virtual Council Meeting using Communications Media Technology Pursuant to
Governor's Executive Order 20-69

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:05 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Bob Best

Councilwoman Jacky Bravo

Councilman Walter Fajet, Ph.D.

Councilman Victor Vazquez, Ph.D.

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera (via Zoom)

City Attorney Jose Arango (via Zoom)

- 2. Invocation:** Offered by Councilman Vazquez
Pledge of Allegiance: Audience led the Pledge of Allegiance and Salute to the Flag.

- 3. Agenda / Order of Business: None at this time.**

- 4. Awards & Presentations:**

A) Yard of the Month Award – August 2021 – 372 Minola Drive – Gladys & Carmelo Cuenca

Ms. Reyes was unable to attend the meeting. City Clerk Erika Gonzalez advised the Mayor and City Council that she will make arrangements to deliver the award to Ms. Reyes.

B) Presentation by Miami-Dade County Office of Resilience Chief Resilience Officer Jim Murley, on the Resilient305 Strategy

Mr. Murley provided an oral and visual presentation on the effects of global warming, climate change, and sea level rising. He detailed the ability for organizations to apply for grant opportunities to assist in the resilience activities.

5. **Open Forum: The following members of the public addressed the City Council: Jim Blounin, 531 Raven Avenue.**

6. **Approval of Council Minutes:**

A) July 22, 2021 – Special Meeting

Vice Mayor Best moved to approve the minutes of June 14, 2021 Regular Meeting. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

7. **Reports from Boards & Commissions: None at this time.**

8. **Public Hearings:**

A) **Ordinance – Second Reading** –An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 32 Of The City’s Code Of Ordinances By Creating Article XVII, “Nuisance Abatement Board,” Authorizing The Creation Of An Administrative Board With The Authority To Impose Fines And Other Noncriminal Penalties To Abate Certain Activities Declared Public Nuisances Pursuant To Section 893.138, Florida Statutes; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

City Attorney Haydee Sera read the Ordinance by title and explained that the only amendment between first reading and second was creating a separate Nuisance Abatement Board from the Code Compliance Board. Mayor Mitchell opened the public hearing; Jim Blauin, 531 Raven Avenue addressed the City Council. The public hearing closed.

Vice Mayor Best moved to approve the Ordinance as read. Councilman Vazquez seconded the motion, after some discussion, Vice Mayor Best withdrew his motion.

Vice Mayor Best moved to defer the Ordinance until the August 23, 2021 Council Meeting. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

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

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Work Order To Bermello, Ajamil & Partners, Inc. For Phase 1b Of The East Drive Stormwater And Roadway Improvements Project Consisting Of Surveying And Preliminary Engineering, Including A Draft Stormwater Management Plan And Conceptual Landscape Design, In An Amount Not To Exceed \$92,248; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Work Order To Bermello, Ajamil & Partners, Inc. For Phase 1 Of The South Royal Poinciana Boulevard Stormwater And Roadway Improvements Project Consisting Of Surveying, Stormwater Management And Conceptual Design In An Amount Not To Exceed \$115,136; And Providing For An Effective Date

Assistant City Manager Tammy Romero read the Resolutions by title in the Consent Agenda.

Vice Mayor Best moved to approve the Consent Agenda as read. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

10. Old Business: None at this time.

11. New Business:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A One-Year Extension To The Professional Services Agreement With Becker & Poliakoff, P.A. For Consulting And Lobbying Services In An Amount Not To Exceed \$45,000; Providing For Authorization; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title. Max Losner, representing Becker Lobbyists addressed the City Council.

Councilman Vazquez moved to approve the Resolution as read. Vice Mayor Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting A State Appropriation Of \$1,000,000; Approving A State-Funded Grant Agreement With The Florida Department Of Transportation (FDOT) Relating To The South Royal Poinciana Roadway Improvement Project; Providing For Authorization; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

Councilman Vazquez moved to approve the Resolution as read. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The City Manager To Submit A CDBG-MIT Grant Application For Funding Relating To The Canal Bank Stabilization Project; And Providing For An Effective Date

Assistant City Attorney Tammy Romero read the Resolution by title.

Vice Mayor Best moved to approve the Resolution as read. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

12. Other Business:

A) Request by Mayor Mitchell to provide an update on City's actions after Surfside building collapse

Mayor Mitchell explained that the City was very involved in the background. City Manager William Alonso stated that from day one the City reached out to the Town of Surfside, he explained that Mayor Mitchell and himself joined various Zoom meetings conducted by Miami Dade County Mayor Levine-Cava's office, he also stated that the Miami Springs Police Department provided onsite manpower for relief efforts at the site, and additionally they followed the County's lead to audit buildings of forty years and more and expanded the audit to include all buildings. Mayor Mitchell commended the City Manager and staff for going above and beyond on this effort.

B) Request by Mayor Mitchell to discuss Metrorail pedestrian bridge

This item was heard earlier in the meeting. Mayor Mitchell addressed the various concerns of the public. She stated that she discussed the matter with Miami-Dade County Commissioner Sosa, Miami-Dade County Department of Transit and Public Works and stated that the timing is off to move forward with the project, much has changed in two years, and the project will be indefinitely be postponed.

The following speakers addressed the City Council: Frank Benitez 2065 Miami Springs Avenue, Charlie Leonard, 190 Westward Drive, Chuck Postel, 579 Hunting Lodge Drive, Kathleen Doyle, 2085 Miami Springs Avenue, John Doyle, 2085 Miami Springs Avenue, Michael Gavila, Marcia Braun, 180 Iroquois Street, Caridad Amores, 1090 Meadowlark Avenue, Victor Archipolosky, 115 South Royal Poinciana, Maria Mikluscak, 579 Hunting Lodge Drive, Joseph Prudhomme, 210 Corydon Drive, Joe Galleno, 181 Navajo Street, Eduardo Amen, 1195 Thrush Avenue, Osvaldo Arbelo, 1190 Starling Avenue, Chris Gomez, 1216 Meadowlark Avenue, Barbara Chaves, 62 Flagler Drive, Pamela Caneri, 1271 Quail Avenue, Susan Hempstead, 924 Swan Avenue, Bob Rayon, 931 Plover Avenue, Egardo Gonzalez, 1840 Miami Springs Avenue, Jim Llewellyn, 81 Carlisle Drive, Francisco Fernandez, 1260 Quail Drive, Nora Rubi, 1281 Nightingale Drive, Maylee Elfman, 1060 Wren Avenue, and Vincent

Medel, 330 Morningside Drive.

After much discussion, Councilwoman Bravo made a motion to direct the City Attorney and Staff to draft a new resolution opposing the Smart Trail Connector a.k.a. the Pedestrian Bridge to indefinitely end the proposed project and immediately advise the County, FDOT and all affiliated parties of the City's new position. Councilman Fajet seconded the motion, after further discussion, Councilwoman Bravo withdrew her motion.

Councilwoman Bravo moved to express the City Council's opposition to the Smart Trail Connector a.k.a. the Pedestrian Bridge Project, request that all government agencies involved in the Project indefinitely end the proposed Project, that the City Attorney draft a resolution rescinding City Resolution No. 2019-3841 to be brought forth at the next Council meeting, and that the draft minutes from this evening's meeting be immediately transmitted to the County, the TPO, FDOT, and any other government agencies involved in the Project to inform these agencies of the City's opposition to the Project. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Best, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

C) Request from Mayor Mitchell to discuss the Rapid Transit Zone (RTZ) Ordinance being proposed by Miami-Dade Commission Vice Chair Oliver Gilbert

This item was heard earlier in the meeting. Miami-Dade County Commissioner Oliver Gilbert was present and gave an oral presentation on the item. Miami-Dade County Commissioner Gilbert stated that after discussions with Mayor Mitchell and seeing the outpour of concerned citizens that he will remove the "Bird Section" from consideration on his Rapid Transit Zone proposal.

The following speakers addressed the City Council: Frank Benitez 2065 Miami Springs Avenue, Charlie Leonard, 190 Westward Drive, Chuck Postel, 579 Hunting Lodge Drive, Kathleen Doyle, 2085 Miami Springs Avenue, John Doyle, 2085 Miami Springs Avenue, Michael Gavila, Marcia Braun, 180 Iroquois Street, Caridad Amores, 1090 Meadowlark Avenue, Victor Archipolosky, 115 South Royal Poinciana, Maria Mikluscak, 579 Hunting Lodge Drive, Joseph Prudhomme, 210 Corydon Drive, Joe Galleno, 181 Navajo Street, Eduardo Amen, 1195 Thrush Avenue, Osvaldo Arbelo, 1190 Starling Avenue, Chris Gomez, 1216 Meadowlark Avenue, Barbara Chaves, 62 Flagler Drive, Pamela Caneri, 1271 Quail Avenue, Susan Hempstead, 924 Swan Avenue, Bob Rayon, 931 Plover Avenue, Egardo Gonzalez, 1840 Miami Springs Avenue, Jim Llewellyn, 81 Carlisle Drive, Francisco Fernandez, 1260 Quail Drive, Nora Rubi, 1281 Nightingale Drive, Maylee Elfman, 1060 Wren Avenue, and Vincent Medel, 330 Morningside Drive.

Mayor Mitchell and the City Council thanked Commissioner Gilbert for attending the meeting and putting all of the resident's concerns at ease. There was no further action on this item.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera had no report at this time.

B) City Manager

City Manager William Alonso advised the City Council of the vaccination locations, dates and times.

C) City Council

Vice Mayor Best stated that the vaccines will be FDA approved in the upcoming weeks. He reminded everyone to stay on top of the Tropical Storm that is heading to Florida in the upcoming weeks.

Councilwoman Bravo thanked everyone for their collaboration this evening, it was a big meeting and great work was done tonight as a team.

Councilman Fajet thanked the staff for their hard work on a daily basis. He also thanked the residents for coming out tonight, the City Council for their input, and Mayor for her leadership.

Councilman Vazquez thanked Mayor Mitchell for her leadership as well, and requested an update on the construction of fences within the residential area near NW 36th Street.

Mayor Mitchell reminded the Council that there is an Emergency Preparedness Management Manual that is updated every year, to refer to it in the upcoming weeks due to potential storms. She thanked Miami-Dade County Commissioner Sosa for meeting with her on the important issues that affects the community. Mayor Mitchell thanked Miami-Dade County Commissioner Gilbert for attending the meeting and all the members of various Miami-Dade County departments, such as Mayor's Office, Transit, and Public Works. She reminded the Council if they have not appointed anyone to the Economic Task Force to please do so, their first meeting is in September. She met with Miami Springs Nursing and Rehab Center's new administration, formerly known as Fairhavens, to discuss issues that have occurred in the past and how the center is moving forward. There was no further report and she wished everyone a good evening.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 10:45 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 23rd day of August, 2021.*

Maria Puente Mitchell, Mayor

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MEMORANDUM

To: Honorable Mayor and Council

From: Haydee Sera, Esq., Weiss Serota Helfman Cole & Bierman, P.L., City Attorney

Date: August 9, 2021

RE: 2nd Reading: Ordinance Establishing Public Nuisance Abatement Board

Recommendation:

Adopt the proposed Ordinance on second reading creating Article XVII, "Nuisance Abatement Board."

Background:

Due to increased criminal activity in the City, at the June 28, 2021 Council Meeting, an ordinance was presented on first reading to create Article XVII, "Nuisance Abatement Board" with the City's Code of Ordinances. The City Council approved the ordinance on first reading and scheduled the second reading for August 9, 2021.

The proposed ordinance (attached) expands the City's administrative remedies in order to address certain activities deemed public nuisances that diminish the health, safety and welfare of its residents. Section 893.138, Florida Statutes, authorizes local governments to create administrative boards with the authority to impose fines and other noncriminal penalties in order to deter public nuisances as described by section 893.138(2), Florida Statutes.

The proposed ordinance creates a Public Nuisance Abatement Board that has the power to issue orders that mitigate and/or cure the effects of a public nuisance (as defined by State law and in the ordinance) within privately owned properties within the City. It should be noted that the Public Nuisance Abatement Board will not consider the same cases/violations as the City's existing Code Compliance Board. While the Public Nuisance Abatement Board will address nuisances as described in section 893.138(2), Florida Statutes, the Code Compliance Board will continue to impose administrative fines and other noncriminal penalties to enforce the City's Codes and Ordinances pursuant to Chapter 162, Florida Statutes.

Jurisdiction of the Public Nuisance Abatement Board and what constitutes a Public Nuisance

The jurisdiction of the Public Nuisance Abatement Board is designated by State law. The matters that may be deemed a Public Nuisance and considered by the Public Nuisance Abatement Board are specified in the ordinance. Specifically, a "Public Nuisance" is defined in the proposed ordinance as

[A]ny place or premises that has been used:

(1) On more than two occasions within a six-month period, as the site of a violation of Section 796.07, Florida Statutes, as amended, entitled "Prohibiting prostitution and related acts";

(2) On more than two occasions within a six-month period, as the site of the unlawful sale, delivery, manufacture, or cultivation of any controlled substance;

(3) On one occasion as the site of the unlawful possession of a controlled substance, where such possession constitutes a felony and that has been previously used on more than one occasion as the site of the unlawful sale, delivery, manufacture, or cultivation of any controlled substance;

(4) By a criminal gang for the purpose of conducting a pattern of criminal gang-related activity as defined by Section 874.03, Florida Statutes, as amended;

(5) On more than two occasions within a six-month period, as the site of a violation of Section 812.019, Florida Statutes, as amended, relating to dealing in stolen property;

(6) On two or more occasions within a six-month period, as the site of a violation of chapter 499, Florida Statutes, as amended, entitled the "Florida Drug and Cosmetic Act";

(7) On more than two occasions within a six-month period, as the site of a violation of any combination of the following:

- (a) Section 782.04, Florida Statutes, relating to murder;
- (b) Section 782.051, Florida Statutes, relating to attempted felony murder;
- (c) Section 784.045(1)(a)2., Florida Statutes, relating to aggravated battery with a deadly weapon; or
- (d) Section 784.021(1)(a), Florida Statutes, relating to aggravated assault with a deadly weapon without intent to kill.

Matters that rise to the level of a Public Nuisance may be brought for hearing before the Public Nuisance Abatement Board.

The Public Nuisance Abatement Board

The Public Nuisance Abatement Board will be a five member Board appointed by the City Council. Alternatively, the City Council may elect to designate the Code Compliance Board to serve in an additional capacity as the Public Nuisance Abatement Board. Based on the discussion at first reading, it is anticipated that the City Council will choose to appoint a five-member Public Nuisance Abatement Board. Accordingly, if the ordinance is approved on second reading, each member of the City Council will need to appoint a Board member who meets the criteria set forth in the ordinance to serve on the Board.

Complaints and Hearings on Public Nuisances

The proposed ordinance establishes the process for filing a Public Nuisance Complaint and the administration of those complaints. Any City employee, City officer, or any City resident may file a written complaint regarding a Public Nuisance with the City's Police Department on a form prescribed by the City. The Police Department will process the Public Nuisance Complaint.

If the Police Department determines that a Public Nuisance exists, a notice of the Public Nuisance shall be sent to the Operator of the building, place or premise where the Public Nuisance is deemed to exist. The ordinance defines "Operator" as the "owner or person that has control or possession of a building, place, or premise, or an agent in charge of or otherwise having interest in or control of a building, place or premise." The Operator will be notified to take good faith measures as are appropriate to abate the Public Nuisance within five business days. If the Operator fails to take reasonable action to abate the Public Nuisance, the Police Department will request that the clerk of the Board schedule a hearing on the Public Nuisance Complaint at the next available hearing date. The Police Department will consult with the City Attorney to determine whether the Public Nuisance Complaint is legally sufficiency for presentation to the Public Nuisance Abatement Board. Hearings of the Board shall be noticed and conducted in accordance with the provisions set forth in the ordinance.

Mitigating and Abating Public Nuisances

If after a hearing the Public Nuisance Abatement Board finds that a Public Nuisance exists, the Board is required to order one or more of the following remedies:

1. Discontinuance of the Public Nuisance;
2. Closing of the building, place, or premises;
3. Prohibition of the conduct, operation, or maintenance of any business or activity on the building, place, or premises which is conducive to the maintenance of the Public Nuisance, which prohibition may include the suspension of any City business tax receipt issued or renewed pursuant to Title XI, Chapter 113, entitled "Business Taxes," of the City Code;
4. Fines not to exceed \$250.00 for each day that the Board finds that the Public Nuisance existed and fines not to exceed \$500.00 per day for recurring Public Nuisances; or
5. Any combination of these remedies.

The fines that may be imposed shall not exceed \$15,000. In addition, where a place or premises is declared to be a Public Nuisance, the owner of the build, place, or premises where the Public Nuisance is found to exist will be assessed the costs, including reasonable attorneys' fees, which the City incurred in the investigation, preparation, hearing and presentation of the case. The owner will have ten calendar days to pay the costs after the Board's order is filed with the City Clerk. Failure to pay the costs shall result in the Board's order being recorded, constituting a lien against the property, which may result in the foreclosure of the property.

Although the Public Nuisance Abatement Board will have the authority to preside over Public Nuisance Complaints, the City may take other actions to abate Public Nuisances, such as filing a complaint in court to enjoin or abate the nuisance.

Transitioning from a Code Compliance Board to a Special Magistrate

State law and the City's Code authorize the use of a Code Compliance Board or a Special Magistrate to preside over code compliance hearings. The City currently utilizes a Code Compliance Board that is comprised of seven residents, with two alternate members, to preside over code compliance hearings.

For complaints relating to public nuisances, however, State law authorizes the creation of administrative boards. The proposed ordinance creates a new Public Nuisance Abatement Board, which will need to be appointed (unless the Council desires for the Code Compliance Board to serve in both capacities).

The City Attorney, City Manager, and City Staff have discussed the most efficient and effective methods to address code compliance matters and public nuisances. It is recommended that the City Council authorize the City Manager to engage the services of a Special Magistrate to preside over code compliance hearings. By doing so, the City will be able to more efficiently administer code compliance violations, which would be heard by one individual (i.e., the Special Magistrate, who is an attorney) as opposed to a board. Obtaining a quorum of the City's Code Compliance Board is sometimes difficult, resulting in unnecessary delays in the adjudication of code compliance violations, as well as wasted resources (e.g., staff time and City Attorney time preparing for hearings that do not occur due to a lack of quorum) and expenses. By utilizing the services of a Special Magistrate, it is anticipated that code compliance violations will be heard more expeditiously and regularly, and that violations will be corrected in a more-timely fashion. Individuals who receive a code compliance violation will benefit from a more streamlined hearing process, which should save all interested party's time.

If a Special Magistrate were engaged to preside over code compliance hearings, members of the Code Compliance Board could transition to serving the public good in other capacities, whether by being appointed to the newly created Public Nuisance Abatement Board or other Boards.

Effective Date of Public Nuisance Abatement Board Ordinance

The proposed ordinance is effective immediately upon adoption on second reading.

8A

Murder, Felony Murder, Aggravated Battery with a Deadly Weapon, and Aggravated Assault with a Deadly Weapon (2020)

05/07/2020	- Aggravated Assault with a Deadly Weapon	Days Inn 4767 NW 36 St
06/01/2020	- Aggravated Assault with a Deadly Weapon	Days Inn 4767 NW 36 St
09/01/2020	- Aggravated Assault with a Deadly Weapon	Days Inn 4767 NW 36 St
09/15/2020	- Aggravated Battery with a Deadly Weapon	Days Inn 4767 NW 36 St
09/21/2020	- Aggravated Assault with a Deadly Weapon	Days Inn 4767 NW 36 St
10/05/2020	- Aggravated Assault with a Deadly Weapon	Days Inn 4767 NW 36 St
10/06/2020	- Aggravated Assault with a Deadly Weapon	Days Inn 4767 NW 36 St

07/06/2020	- Aggravated Assault with a Deadly Weapon	Embassy Suites 3974 NW South River Dr
08/10/2020	- Aggravated Assault with a Deadly Weapon	Embassy Suites 3974 NW South River Dr
11/14/2020	- Aggravated Assault with a Deadly Weapon	Embassy Suites 3974 NW South River Dr
12/13/2020	- Aggravated Assault with a Deadly Weapon	Embassy Suites 3974 NW South River Dr

As requested by Council, this report along with the narcotics report on the next page, show that three locations would have been in violation of the proposed nuisance ordinance. These two reports are for 2020. During 2021, there have been no locations that would meet the criteria in this ordinance to be deemed in violation.

Narcotics Violations (2020)

08/03/2020	- Possession with Intent to Sell, Manufacture, or Deliver (Crack Cocaine)	Days Inn 4767 NW 36 St
11/16/2020	- Armed Trafficking (MDMA)	Days Inn 4767 NW 36 St
11/17/2020	- Possession with Intent to Sell, Manufacture, or Deliver (Crack Cocaine and MDMA)	Days Inn 4767 NW 36 St
11/20/2020	- Possession of a Controlled Substance/Felony (Crack Cocaine)	Days Inn 4767 NW 36 St
12/16/2020	- Possession of a Controlled Substance/Felony (Methamphetamine)	Days Inn 4767 NW 36 St

09/10/2020	- Possession with Intent to Sell, Manufacture, or Deliver (Cocaine, MDMA, and Methamphetamine)	Runway Inn 656 East Dr
09/10/2020	- Possession with Intent to Sell, Manufacture, or Deliver (Cocaine and Methamphetamine)	Runway Inn 656 East Dr
09/11/2020	- Possession with Intent to Sell, Manufacture, or Deliver (Cocaine)	Runway Inn 656 East Dr
09/11/2020	- Possession with Intent to Sell, Manufacture, or Deliver (Methamphetamine)	Runway Inn 656 East Dr
09/11/2020	- Possession with Intent to Sell, Manufacture, or Deliver (Cocaine)	Runway Inn 656 East Dr
09/14/2020	- Possession with Intent to Sell, Manufacture, or Deliver (Crack Cocaine and MDMA)	Runway Inn 656 East Dr
09/15/2020	- Possession of a Controlled Substance/Felony (MDMA)	Runway Inn 656 East Dr
09/16/2020	- Possession of a Controlled Substance/Felony (Methamphetamine)	Runway Inn 656 East Dr

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ARTICLE XVII. – NUISANCE ABATEMENT BOARD

Sec. 32-101. – Definitions.

For purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section, except where the context clearly indicates a different meaning:

Board means the City of Miami Springs’ Public Nuisance Abatement Board.

Complaint means the official process by which cases are initiated and brought before the Board.

Public Nuisance means any place or premises that has been used:

(1) On more than two occasions within a six-month period, as the site of a violation of Section 796.07, Florida Statutes, as amended, entitled "Prohibiting prostitution and related acts";

(2) On more than two occasions within a six-month period, as the site of the unlawful sale, delivery, manufacture, or cultivation of any controlled substance;

(3) On one occasion as the site of the unlawful possession of a controlled substance, where such possession constitutes a felony and that has been previously used on more than one occasion as the site of the unlawful sale, delivery, manufacture, or cultivation of any controlled substance;

(4) By a criminal gang for the purpose of conducting a pattern of criminal gang-related activity as defined by Section 874.03, Florida Statutes, as amended;

(5) On more than two occasions within a six-month period, as the site of a violation of Section 812.019, Florida Statutes, as amended, relating to dealing in stolen property;

(6) On two or more occasions within a six-month period, as the site of a violation of chapter 499, Florida Statutes, as amended, entitled the "Florida Drug and Cosmetic Act";

(7) On more than two occasions within a six-month period, as the site of a violation of any combination of the following:

(a) Section 782.04, Florida Statutes, relating to murder;

(b) Section 782.051, Florida Statutes, relating to attempted felony murder;

(c) Section 784.045(1)(a)2., Florida Statutes, relating to aggravated battery with a deadly weapon; or

(d) Section 784.021(1)(a), Florida Statutes, relating to aggravated assault with a deadly weapon without intent to kill.

72 Operator means an owner or person that has control or possession of a building, place,
73 or premise, or an agent in charge of or otherwise having interest in or control of a building,
74 place or premise.

75 Sec. 32-102. – Public Nuisance Abatement Board.

76 The City of Miami Springs Public Nuisance Abatement Board is hereby created and
77 established to preside over cases involving Public Nuisances. The Board shall have the
78 power to abate Public Nuisances pursuant to the procedures provided in this article. ~~The~~
79 ~~Board shall consist of~~

80 (A) ~~Creation; m~~Membership; terms; compensation.

81 (1) The Code Compliance Board for the City of Miami Springs is hereby may
82 be designated as the Public Nuisance Abatement Board at the City
83 Council's discretion. Where the City Council designates the Code
84 Compliance Board to serve as the Public Nuisance Abatement Board, the
85 terms of office of Board members shall coincide with the terms of office of
86 the corresponding Code Compliance Board member.

87 (2) ~~The terms of office of Board members shall coincide with the terms of office~~
88 ~~of the corresponding Code Compliance Board member. Notwithstanding~~
89 ~~the provisions of subsection (1) and in the alternative, the Public Nuisance~~
90 ~~Abatement Board shall be comprised of five voting members.~~

91 (a) Each City Councilmember shall appoint one member to the Board.

92 (b) Members of the Board shall be residents of the City and shall
93 possess outstanding reputations for civic pride, integrity,
94 responsibility, and business or professional ability, with interest or
95 experience in abating public nuisances and/or law enforcement.

96 (c) Upon the expiration of a Board member's term, the City Council
97 member who made the appointment, or their successor in office,
98 shall appoint the Board member to serve during the new Board term.
99 If, for any reason, an appointment should not be made to fill an
100 expired term, the incumbent will continue to serve until their
101 successor has been appointed.

102 (d) Appointments to fill any vacancy on the Board shall be for the
103 remainder of the unexpired term of office of the Councilmember
104 making the appointment.

105 (e) A Board member may be removed with or without cause by the
106 affirmative majority vote of the City Council.

107 (f) Should any Board member fail to attend three consecutive meetings
108 without cause, the City Clerk or designee shall advise the City
109 Council of those absences at the next regularly scheduled Council
110 meeting, at which time the Board member shall be deemed to have
111 been removed and the City Council shall fill the vacancy by
112 appointment, in accordance with the terms of this subsection.

113 (3) Board members shall serve without compensation but may be reimbursed
114 for such travel, mileage, and per diem expenses as may be authorized by
115 the City Manager.

116 (B) Organization of the Board; administrative staff; quorum.

- 117 (1) The members of the Board shall elect a chairperson and vice-chairperson,
118 who shall serve in the absence of the chairperson.
119 (2) The City shall provide clerical and administrative personnel as may be
120 reasonably required by the Board for the proper performance of its duties.
121 (3) The City Attorney's office shall represent the City and present cases before
122 the Board.
123 (4) A majority of the Board shall constitute a quorum. All actions of the Board
124 shall be approved by a majority vote of those Board members present at a
125 meeting.

126 Sec. 32-103. – Notice.

- 127 (A) All notices required by this article must be provided by:
128 (1) Certified mail to the Operator's address listed in the Miami-Dade County Tax
129 Collector's office for tax notices or to the mailing address listed in the Miami-
130 Dade County Property Appraiser's database; or
131 (2) Hand delivery by the sheriff, other law enforcement officer, or process server
132 to the Operator at the Operator's last known address.
133 (B) If an attempt to serve notice upon the Operator by hand delivery or certified mail
134 is unsuccessful, service of the notice may be made by posting notice at the
135 building, place, or premises where the Public Nuisance is alleged to exist. Such
136 notice may be posted at least 10 calendar days prior to the hearing on a Public
137 Nuisance complaint.
138 (C) Where the Operator is not the owner of the building, place, or premises that is the
139 subject of a Public Nuisance complaint, notice shall also be provided to the owner
140 in accordance with this section.
141 (D) Evidence that an attempt has been made to furnish notice as provided in
142 subsection (A), together with proof of posting as provided in subsection (B), if
143 applicable, shall be sufficient to show that the notice requirements of this section
144 have been met, without regard to whether or not the Operator or owner actually
145 received such notice.

146 Sec. 32-104. – Public Nuisance Complaints.

- 147 (A) Written complaints; reports.
148 (1) Any City employee, City officer, or any City resident may file a written
149 complaint regarding a Public Nuisance with the City Police Department on
150 a form prescribed by the City. The complaint shall state facts that
151 reasonably tend to establish the existence of a Public Nuisance.
152 (2) Any police officer that makes an arrest or substantiates an incident or
153 occurrence of a Public Nuisance shall provide a copy of every such report
154 to the Chief of Police or designee. The Police Department shall process all
155 such reports and determine whether the requisite number of occurrences or
156 violations have taken place to constitute a Public Nuisance.
157 (3) Upon determining that a Public Nuisance exists, the Police Department
158 shall mail written notice of such Public Nuisance to the Operator. The notice
159 shall provide for the Operator to take good faith measures as are
160 appropriate to abate the Public Nuisance within five business days of receipt

161 of the notice. The Police Department may extend the five days, when
162 requested in writing by the Operator, to allow the Operator to institute or
163 continue actions to abate the Public Nuisance, provided the actions are
164 reasonable. In the event the Operator fails to take reasonable action to
165 abate the Public Nuisance, the Police Department shall request that the
166 clerk for the Board schedule a hearing on the Public Nuisance at the next
167 available hearing date.

168 (B) Processing; review of case.

169 (1) In each case where a determination has been made in accordance with
170 subsection (a) above, the case shall be processed through the Police
171 Department and the Chief of Police or designee, in consultation with the
172 City Attorney, shall determine whether such case is legally sufficient for
173 presentation to the Board for consideration and disposition as provided
174 herein.

175 (2) The City Manager, or designee, upon receipt of verification by the Police
176 Department that all administrative prerequisites have been satisfied shall
177 direct the clerk for the Board to prepare a case file for the complaint related
178 to the maintenance of the Public Nuisance.

179 Sec. 32-105. – Notice of hearings; hearing procedures.

180 (A) Notice of hearings.

181 (1) The clerk for the Board shall schedule all hearings and issue notices for
182 such hearings in accordance with section 32-103 of this article. Emergency
183 meetings of the Board may be called by the City Manager, the Board Chair,
184 or upon written request of at least three Board members.

185 (2) Written notice of said hearing shall be provided by the clerk to the
186 Operator and the complainant(s) at least ten calendar days prior to the
187 scheduled hearing.

188 (3) The Operator shall be responsible for providing the notice of a hearing to
189 any tenant, lessee, or lessor.

190 (4) The notice of hearing shall include a:

191 (a) Statement of the time, place, and nature of the hearing;

192 (b) Statement of the legal authority and jurisdiction under which the hearing
193 is to be held;

194 (c) Reference to the particular statutes or ordinances involved; and

195 (d) A copy of the subject complaint(s) of the Public Nuisance(s).

196 (B) Conduct of Hearings.

197 (1) All hearings of the Board shall be open to the public. The proceedings at
198 the hearing shall be recorded and may be transcribed at the expense of the
199 party requesting the transcript.

200 (2) If proper notice was provided, the hearing may proceed in the absence of
201 the Operator.

202 (3) All testimony shall be under oath.

203 (4) Each case before the Board shall be presented by the City Attorney or
204 designee. The City shall have the burden of proving the existence of a
205 Public Nuisance by clear and convincing evidence.

- 206 (5) The hearing shall not be conducted in accordance with the formal rules
207 relating to evidence and witnesses, but fundamental due process shall be
208 observed and shall govern the proceedings.
209 (6) The Board may consider any relevant evidence, including evidence of the
210 general reputation of the place or premises.
211 (7) Each party shall have the right to call and examine witnesses, to present
212 evidence and argument on all relevant issues involved in the case, to
213 conduct cross-examination and submit rebuttal evidence, and to be
214 represented by counsel.
215 (8) At the discretion of the Board, the general public may be given an
216 opportunity to present oral testimony or other evidence. If the Board
217 considers such evidence, then all parties shall be given an opportunity to
218 cross-examine, challenge, or rebut it.
219 (9) Orders of the Board shall be based upon competent and substantial
220 evidence.
221 (10) After considering all the evidence presented at the hearing, the
222 Board may declare the building, place, or premises to be a Public Nuisance.
223 (11) Upon finding that a Public Nuisance exists, the Board shall
224 immediately order one or more of the following:
225 (a) Discontinuance of the Public Nuisance;
226 (b) Closing of the building, place, or premises;
227 (c) Prohibition of the conduct, operation, or maintenance of any business or
228 activity on the building, place, or premises which is conducive to the
229 maintenance of the Public Nuisance, which prohibition may include the
230 suspension of any City business tax receipt issued or renewed pursuant
231 to Title XI, Chapter 113, entitled "Business Taxes," of the City Code;
232 (d) Fines not to exceed \$250.00 for each day that the Board finds that the
233 Public Nuisance existed and fines not to exceed \$500.00 per day for
234 recurring Public Nuisances;
235 (e) Any combination of this subsection.
236 (12) The total fines imposed pursuant to this ~~section~~ article shall not
237 exceed \$15,000.
238 (13) The Board's order may be recorded in the public records of Miami-
239 Dade County, and upon recording shall constitute constructive notice of the
240 Public Nuisance to all subsequent purchasers, successors in interest, or
241 assigns of the real property that is the subject of the order.
242 (14) Orders of the Board shall be posted at the building, place, or
243 premises where the Public Nuisance exists, existed or is occurring, and
244 shall be sent by certified mail to the Operator and owner of record of such
245 building, place, or premises within two business days of the posting.
246 (15) An order entered pursuant to this Article shall expire after one year
247 or at such earlier time as stated in the order. The Board may retain
248 jurisdiction to modify the orders prior to the expiration of the orders where
249 just cause is found to exist.

- 251 (A) Five business days after the posting of an order issued by the Board, the City
252 Police or Code Compliance Division shall be authorized to act upon and
253 enforce such order in accordance with this Article.
254 (B) The City may institute proceedings in a court of competent jurisdiction for willful
255 disobedience or failure to comply with any order of the Board.
256 (C) The City Attorney is authorized to initiate proceedings in any county, state, or
257 federal forum for the suspension or revocation of any permits, licenses,
258 concessions or contracts held or awarded to the Operator including, but not
259 limited to, contracts awarded under section 24.112, Florida Statutes, as
260 amended, and including licenses for the sale of beverages issued under section
261 561.19, Florida Statutes, as amended, where the existence of such permits,
262 licenses, concessions or contracts is conducive to the maintenance of the
263 Public Nuisance.
264 (D) Nothing contained within this Article prohibits the City from proceeding against
265 a Public Nuisance by any other means.

266 Sec. 32-107. – Costs.

267 In the event that the Board declares a place or premises to be a Public Nuisance
268 and issues an order pursuant to this Article, the Board shall assess against the owner of
269 the building, place, or premises where the Public Nuisance is found to exist the costs,
270 including but not limited to reasonable attorneys fees, which the City incurred in the
271 investigation, preparation, hearing and presentation of the case. These costs shall be
272 due and payable ten calendar days after the written order of the Board has been filed with
273 the City's Clerk. A certified copy of an order imposing costs may be recorded in the public
274 records and, thereafter, shall constitute a lien against the real property that is the subject
275 of the Board's order and provide for the foreclosure of the property subject to the lien and
276 the recovery of all costs, including but not limited to reasonable attorney fees, associated
277 with the recording of orders and foreclosure. Interest shall accrue on the unpaid costs at
278 the legal rate of interest set forth in section 55.03, Florida Statutes, as amended.

279 Sec. 32-108. – Appeals.

- 280 (A) An aggrieved party, including the City, may appeal a final order of the Board to
281 the appellate division of the Circuit Court of the Eleventh Judicial Circuit of
282 Florida. Such appeal must be filed within 30 days of rendition of the written
283 order appealed from. An appeal shall not be a hearing de novo, but shall be
284 limited to appellate review of the record created before the Board.
285 (B) Unless the findings of the Board are overturned in an appeal pursuant to this
286 section, all findings of the Board shall be admissible in any proceeding to collect
287 unpaid costs and penalties.

288 Sec. 32-109. – Rights reserved.

289 This article does not restrict the right of any person, including but not limited to the City,
290 to proceed under section 60.05, Florida Statutes, as amended, to abate a nuisance.

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

294 **Section 4. Severability.** That the provisions of this Ordinance are declared to
295 be severable and if any section, sentence, clause or phrase of this Ordinance shall for
296 any reason be held to be invalid or unconstitutional, such decision shall not affect the
297 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but
298 they shall remain in effect, it being the legislative intent that this Ordinance shall stand
299 notwithstanding the invalidity of any part.

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

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

307 [THIS SPACE INTENTIONALLY LEFT BLANK.]

308 **PASSED ON FIRST READING** on the _____ day of _____, 2021, on a
309 motion made by _____ and seconded by _____.

310 **PASSED AND ADOPTED ON SECOND READING** this ___ day of _____, 2021,
311 on a motion made by _____ and seconded by _____. Upon being put to a
312 roll call vote, the vote was as follows:

- 313 Vice Mayor Bob Best _____
- 314 Councilwoman Jacky Bravo _____
- 315 Councilman Dr. Walter Fajet _____
- 316 Councilman Dr. Victor Vazquez _____
- 317 Mayor Maria Puente Mitchell _____

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MARIA PUENTE MITCHELL
MAYOR

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ATTEST:

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328 _____
ERIKA GONZALEZ, MMC
329 CITY CLERK

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

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



AGENDA MEMORANDUM

Meeting Date: August 23, 2021

To: The Honorable Mayor Maria Puente Mitchell and Members of the City Council

Via: William Alonso, City Manager/Finance Director

From: Armando Guzman, Chief of Police

Subject: Police Patrol Vehicle Purchase

Recommendation: Recommendation by the Police Department that Council authorize the issuance of a Purchase Order to Duval Fleet Sales, utilizing Florida Sheriffs Association Contract FSA20-VEL 28.0, in the amount of \$44,303.00 for one (1) 2021 Ford Police Interceptor AWD Utility, as these funds are available in the FY20/21 Budget, pursuant to Section §31-11 (E)(5) of the City Code.

Discussion/Analysis: Purchase one (1) 2021 Ford Police Interceptor AWD Utility to replace a 2019 Dodge Charger #725 that was totaled in an accident on 06/10/2020. Funds were recovered based on the insurance payment in the amount of \$25,563.00. The total cost of the vehicle will be paid in part by the \$25,563.00 proceeds from the insurance payout and the remaining \$18,740.00 will come from our budgeted 001-2001-521-65.00 account. See attached documentation; Duval Fleet Sales' Quote Sheet and Florida Sheriffs Association Contract FSA-VEL 28.0

Submission Date and Time: 8/6/2021 8:31 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u> Prepared by: <u>Ariadna Quintana</u> Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dept. Head: _____ Procurement: _____ Asst. to City Mgr.: _____ City Manager: _____	Dept./ Desc.: <u>Police Vehicles</u> Account No.: <u>001-2001-521.65-00</u> Additional Funding: <u>N/A</u> Amount previously approved: \$ <u>N/A</u> Current request: \$ <u>44,303.00</u> Total vendor amount: \$ <u>44,303.00</u>

RESOLUTION NO. 2021-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF A VEHICLE FROM DUVAL FORD, LLC IN AN AMOUNT NOT TO EXCEED \$44,303 UTILIZING THE TERMS AND CONDITIONS OF THE FLORIDA SHERIFFS ASSOCIATION'S CONTRACT PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") desires to purchase one 2021 Ford Police Interceptor and related accessory equipment (the "Vehicle and Accessory Equipment") to replace a vehicle that reached the end of its useful lifecycle and to facilitate the provision of the Police Department's day-to-day operations; and

WHEREAS, the type of purchase contemplated by the City has been competitively bid by the Florida Sheriffs Association, which has entered into Contract No. FSA20-VEL28.0 (the "FSA Contract") with Duval Ford, LLC (the "Vendor"), which local governments statewide may utilize for their own benefit; and

WHEREAS, in accordance with Section 31-11(E)(5) of the City's Code of Ordinances, the City Council seeks to approve the purchase of the Vehicle and Accessory Equipment from the Vendor in an amount not to exceed \$44,303, consistent with the FSA Contract and the Vendor's quote, attached hereto as Exhibit "A" (the "Quote"), as the pricing offered pursuant to the FSA Contract is in the City's best interest; and

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

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

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

Section 2. Approval. That pursuant to Section 31-11(E)(5) of the City Code, the City Council hereby approves of the purchase of the Vehicle and Accessory Equipment from the Vendor and the expenditure of budgeted funds in an amount not to exceed

\$44,303, consistent with the FSA Contract and the Vendor's Quote attached hereto as Exhibit "A".

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

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

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

Vice Mayor Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 23rd day of August, 2021.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

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

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

MIAMI SPRINGS POLICE

Prepared for:	Contract Holder	8/3/21
MIAMI SPRINGS POLICE LT NUNEZ 305-389-8485 CNUNEZ@MSPD.US	Duval Fleet Sales Laura Torbett (Work) 904-389-2144 (Fax) 904-387-6816 (Cell) 904-568-6027 Laura.Torbett@duvalfleet.com 5203 Waterside Dr Jax, FL 32210	
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL		

We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA20-VEL28.0 Heavy Equipment and Trucks FSA20-VEH 18.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor	Code	Equipment	Price
0	SPEC 255	2021 FORD POLICE INTERCEPTOR AWD UTILITY (K8A)	\$ 32,367.00
0	500A	POLICE EQUIPMENT	\$ -
0	99B	3.3L TI-VCT V6	\$ -
0	44U	10 SPEED AUTOMATIC TRANSMISSION	\$ -
0	51R	LEFT HAND PILLAR MOUNTED SPOTLIGHT	\$ -
0	55F	KEYLESS ENTRY	\$ -
0	153	FRONT LICENSE PLATE BRACKET	\$ -
0			\$ -
0	YZ	EXTERIOR COLOR: OXFORD WHITE	\$ -
0	96	INTERIOR: EBONY CLOTH BUCKETS/ REAR VINYL	\$ -
0			\$ -
0	52P	HIDDEN DOOR PLUNGERS	\$ 159.00
0	17A	AUX. CLIMATE CONTROL	\$ 609.00
0	19V	REAR CAMERA ON DEMAND	\$ 229.00
0	43D	COURTESY LAMP DISABLED	\$ 24.00
0	55B	BLIS	\$ 544.00
0	60A	GRILLE WIRING	\$ 49.00
0	68G	REAR LOCKS AND HANDLES INOP	\$ -
0	76P	PRE COLLISION ASSIST	\$ 144.00
0	76R	REVERSE SENSING	\$ 274.00
0	LED PKG 1	WHELEN VERTEX FOUR CORNER LIGHTING SYSTEM- RED/ BLUE SPLIT	\$ 675.00
0	PK0602ITU20TM	SETINA PRISONER CAGE- 10 VC WITH RECESSED PANEL, UNCOATED POLYCARBONATE W/EXPANDED METAL SECURITY SCREEN	\$ 970.00
0	PK0316ITU202 ND	SETINA REAR CARGO POLY BARRIER, 12VS	\$ 665.00
9	WPLB-LED 2	54" WHELEN PREMIUM ALL LED LIGHT BAR DUO (MODEL LEGACY) LEGACY LIGHTBAR WITH DUO LED MODULES, 2-WIRE CTL	\$ 2,505.83
0		TRAFFIC ADVISOR, (2) LED FLASHING/ALLEY LIGHTS, MOUNTING KIT 295SLSA6 COMBINATION LIGHT/SIREN CONTROLLER,	\$ -
0		SA315P SIREN/SPEAKER AND MOUNTING BRACKET. Front RED/ WHITE WITH WHITE DUO- Rear RED/ BLUE WITH AMBER OVER RIDE	\$ -
0	CC-20-UJV10-L8	2020 PI Utility 18" Sloped console, 10" slope, 8" level. Includes one (1) dual-port USB outlet.	\$ 809.00
0	FP.	4" FP for siren controller. Make and model TBD.	\$ -
0	FP-USB-2DC	2" faceplate with (2) DC outlets & (1) dual-port USB outlet.	\$ -
0	FP-BLNK2	2" blank faceplate (x2)	\$ -
0	AC-INBHG	4" internal dual-cup beverage holder.	\$ -
0	FP-SGTRAY	4" console tray for cell phone, keys, etc.	\$ -
0	6/100	6 YEAR/ 100,000 MILE EXTRA CARE EXTENDED WARRANTY WITH \$0 DED	\$ 3,175.00
0	MGB53394	VEHICLE ON GROUND, SUBJECT TO AVAILABILITY	\$ 699.00
9	LABOR	Total Contract labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$45 \$ 405.00
0			\$ -
	VENDOR COMMENTS		
	UNIT CQST		\$ 44,302.83

TOTAL QUANTITY	1	TOTAL PURCHASE	\$ 44,302.83
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AGENDA MEMORANDUM

Meeting Date: 8/23/2021

To: The Honorable Mayor Maria Puente Mitchell and Members of the City Council

Via: William Alonso, City Manager/Fin. Director

From: Paul O'Dell, Golf and Country Club Director

Subject: Tropic Oil

RECOMMENDATION: Recommendation by Golf that Council approve the waiver of the competitive bid process, in the best interest of the City, with an increase in the amount of \$10,000.00 to the City's current open purchase order with Tropic Oil, for an overall amount not to exceed \$35,000 to cover fuel costs associated with the fueling of the golf cart fleet and maintenance equipment at the Golf and Country Club, for the remainder of this fiscal year, as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code.

DISCUSSION: On October 26, 2020 Council approved an expenditure to Tropic Oil for fuel supply services in the amount of \$25,000 and purchase order #210272 was created. Our golf rounds are up, so more fuel is currently being utilized for our golf cart fleet and maintenance equipment. Additionally, due to the unforeseen increase of fuel costs throughout the Country, we are adjusting to the new fuel market prices. As a result of rising fuel costs and increased usage, we are requesting to increase our current open purchase order by \$10,000.00.

Submission Date and Time: 8/6/2021 2:09 PM


<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Choose a Dept.</u> Prepared by: <u>Choose a name</u> Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dept. Head: _____ Procurement: _____ Asst. City Mgr.: _____ City Manager: _____	Dept./ Desc.: <u>Golf Course Maintenance</u> Account No.: <u>001-5708-572-5202</u> Additional Funding: <u>N/A</u> Amount previously approved: \$ <u>25,000.00</u> Current request: \$ <u>10,000.00</u> Total vendor amount: \$ <u>35,000.00</u>



AGENDA MEMORANDUM

Meeting Date: 08/23/2021

To: The Honorable Mayor Maria Mitchell and Members of the City Council

From: William Alonso, City Manager 

Subject: Third Renewal of contract with American Traffic Solutions DBA Verra Mobility for the Red Light Camera Enforcement Program

Recommendation:

Recommendation by the Administration that Council approve a five-year renewal with American Traffic Solutions DBA Verra Mobility to maintain the City's Red Light Camera Enforcement Program

Discussion/Analysis:

The City's original contract with American Traffic Solutions (attachment B) was signed on August 22, 2011 for a five-year term. A second amendment to the contract was signed on November 15, 2016 (attachment C). The Company has provided a five-year extension (attachment A) which maintains the current cost per camera of \$4,250 per month, the city currently has 5 red light cameras citywide. The renewal document also addresses under paragraph 2, technology advancements that are now available such as Automated License Plate Recognition System (ALPR) technology. The cost per ALPR is \$179 per month or \$2,148 annually. Police are recommending we install three new ALPR's as shown in attachment D, one on NRP and Crane, one on Ludlum and Lafayette, and the third one on Curtiss and Fairway Dr. (See maps on pages 8-17) The total cost for these three ALPR's would be \$6,444 annually which would be paid from fines generated by the program. These three ALPR's would then give us a total of 5 license plate readers citywide which would cover every entrance/exit in the city.

Another major benefit of this program, aside from traffic safety, is that video and the high definition digital photos captured by the red light cameras have provided the Police Department with evidence that has assisted in the solving of several crimes which otherwise may have gone unsolved.

As can be seen below, the program has generated net revenues of almost \$3.6 million over this period of time. The revenues for FY2014, 2015, 2016 and 2020 have decreased due to the fact that two of the cameras were down for some time due to construction in the area and new Miami-Dade Traffic Maintenance protocols. The program to date shows that less than 5% of the violations are Miami Springs' residents.

Mr. Orlando Torrez from American Traffic Solutions DBA Verra Mobility, as well as Captain Deal, are here tonight to answer any questions you may have.

Fiscal Impact:

The total cost of this program is offset by the fines imposed by these cameras, so the revenues shown below are net of all program costs,

The following is a breakdown of the net revenues generated by the program since inception:

FY2020	\$418,216 (decrease due to COVID & two cameras being down)
FY2019	624,828
FY2018	666,405
FY2017	414,605
FY2016	246,159
FY2015	266,383
FY2014	254,830
FY2013	377,128
FY2012	<u>314,116</u>
Total	\$ 3,582,670

RESOLUTION NO. 2021-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS, INC. D/B/A VERRA MOBILITY FOR CAMERA SYSTEMS AND SERVICES RELATING TO THE MONITORING AND ENFORCEMENT OF RED LIGHT TRAFFIC VIOLATIONS AND AUTHORIZING THE PURCHASE OF ADDITIONAL AUTOMATED LICENSE PLATE RECOGNITION (ALPR) EQUIPMENT IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, effective on June 25, 2013, the City and Consultant entered into an Amendment to Professional Services Agreement (the “First Amendment”) in order for the provisions of the Agreement to align with requirements of Florida law pursuant to CS/CS/HB 7125, which had been passed by the Florida legislature subsequent to the date of the Agreement; and

WHEREAS, effective on November 15, 2016, the City and Consultant entered into a Second Amendment to Professional Services Agreement (“Second Amendment”) for the purposes of extending the term of the Agreement for an additional five-year term, modifying the fee structure for services, and adding enhanced services; and

WHEREAS, the Agreement between the City and Consultant expires on November 30, 2021; and

WHEREAS, the City desires to extend the term of the Agreement for an additional five-year term, commencing December 1, 2021 and ending November 30, 2026, upgrade the City’s existing equipment, and authorize the purchase of three additional Automated License Plate Recognition cameras and related equipment, as provided for in the Third Amendment to Professional Services Agreement attached hereto as Exhibit “A” (the “Third Amendment”) and as further explained in the memorandum accompanying this

agenda item; and

WHEREAS, the City Council wishes to approve the Third Amendment and authorize the purchase of three additional Automated License Plate Recognition cameras and related equipment in an amount not to exceed budgeted funds and authorize the City Manager to execute the Third Amendment in substantially the form attached hereto as Exhibit "A"; and

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

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

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

Section 2. Approval. That the City Council hereby approves the Third Amendment and the purchase of three additional Automated License Plate Recognition cameras and related equipment in an amount not to exceed budgeted funds.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to execute the Third Amendment in substantially the form attached hereto as Exhibit "A," and enter into a construction agreement, as may be needed, for the installation of the cameras and equipment, subject to the City Attorney's approval as to form, content, and legal sufficiency.

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

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

Vice Mayor Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this ____ day of August, 2021.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

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

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

Attachment A

**THIRD AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT**

This Third Amendment is dated effective this ___ day of _____, 2021 ("Effective Date") and is entered into between American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility") and the City of Miami Springs, Florida ("Customer"), a municipal corporation of the State of Florida.

RECITALS

WHEREAS, Customer and Verra Mobility entered into a Professional Services Agreement, effective August 26, 2011, which was amended effective June 25, 2013 ("First Amendment") and effective November 15, 2016 ("Second Amendment"); and

WHEREAS, Customer and Verra Mobility mutually desire to extend the term of the Agreement, upgrade a camera system and add the option for an Automated License Plate Recognition solution.

TERMS AND CONDITIONS

NOW THEREFORE, Customer and Verra Mobility hereby agree as set forth below:

1. The execution of this Third Amendment shall serve as written notice by the City to Verra Mobility, pursuant to Section 3. Term and Termination of the Agreement, to extend the Agreement for an additional five (5) year term. Notwithstanding anything in the Agreement to the contrary, the parties agree the "Start Date" of this new five (5) year term shall be December 1, 2021 and each five (5) year renewal period going forward shall continue to have a Start Date of December 1st, however if a camera system, whether a red light camera or an ALPR camera, is installed or deployed subsequent to the Effective Date of this Third Amendment, the term of the Agreement shall be five (5) years from the first issued and payable citation from the last camera installed. The remaining renewal terms and conditions in Section 3. Term and Termination of the Agreement shall remain unchanged, except any future renewal terms must be mutually acceptable to each party as indicated in writing.
2. Pursuant to Section 13 of the Agreement, the City may add an Automated License Plate Recognition (ALPR) Solution as an additional service provided by Verra Mobility. Upon the provision of a written notice to proceed by the City and acknowledged by Verra Mobility (see Exhibit A-1 below), the City may use ALPR Camera Systems at the monthly cost as indicated in the following fee schedule as added and fully incorporated into Section 1.0 of Exhibit A of the Agreement:

Product Description	Fee*
Automatic License Plate Recognition –one (1) ALPR Camera that monitors up to two (2) lanes and, if all required permits are granted, installed on existing Photo Enforcement Infrastructure or installed on existing Customer infrastructure with power provided by Customer. Customer is responsible for the provision of power, however Customer may elect to use a solar power solution for an additional \$99 per ALPR Camera per month.	\$179 per ALPR Camera per month
Automatic License Plate Recognition –one (1) ALPR Camera that monitors up to three (3) lanes and, if all required permits are granted, installed on existing Photo Enforcement Infrastructure or installed on existing Customer infrastructure with power provided by Customer. Customer is responsible for the provision of power, however Customer may elect to use a solar power solution for an additional \$99 per ALPR Camera per month.	\$249 per ALPR Camera per month

<p>Automatic License Plate Recognition – one (1) ALPR Camera that monitors up to (4) lanes and, if all required permits are granted, installed on existing Photo Enforcement Infrastructure or installed on existing Customer infrastructure with power provided by Customer. Customer is responsible for the provision of power, however Customer may elect to use a solar power solution for an additional \$99 per ALPR Camera per month.</p>	<p>\$299 per ALPR Camera per month</p>
<p>Automatic License Plate Recognition – Trailer with speed sign and two (2) two-lane ALPR Camera Systems to allow for monitoring up to two lanes in each direction depending on position of the Trailer. Customer is responsible for charging batteries required for operating the speed sign and ALPR Cameras on the Trailer.</p>	<p>\$48,000 plus \$40 per month</p>
<p>* ALPR fees shall be paid each month independent of the monthly revenue from the Camera Systems. Invoicing for the ALPR Fee shall begin upon the first to occur of installation or delivery of the ALPR Camera to the Customer. The Fees exclude permitting, pole, other infrastructure, hardware, electrical conduit, electrician services, shipping insurance, applicable taxes, construction services, and professional installation services other than for standard installations, which will be separately invoiced to the Customer.</p> <p>Early termination fee – if this Agreement is terminated absent material breach by Verra Mobility prior to the expiration of the applicable term, the Customer shall pay Verra Mobility the applicable monthly ALPR fee above for each month remaining in the applicable term of this Agreement.</p> <p>Continued Use - If the Agreement is terminated, subject to the mutual agreement of the parties, including the ALPR provider, Customer may continue the use of the ALPR Solution provided subject to the terms and conditions contained herein and the EULA for the same fees provided above.</p>	

3. Exhibit B “Scope of Work” of the Agreement is hereby modified to add the following section:

3. AUTOMATIC LICENSE PLATE RECOGNITION SOLUTION

3.1 DEFINITIONS

“ALPR”: automatic license plate recognition.

“ALPR Camera”: a camera with automatic license plate recognition technology and required processors.

“ALPR Data”: Data captured and processed by ALPR Equipment, which may include but is not limited to video data, image data, and metadata.

“ALPR Equipment”: All equipment for the provision of the ALPR Solution provided by Verra Mobility, which may include ALPR Cameras, related processors, and communication devices that transfer ALPR Data, and if applicable, a server to operate and/or store the ALPR Data on the Customer’s site (the pricing for any such server is not included on EXHIBIT A and shall be separately provided to Customer upon request).

“ALPR Solution”: The ALPR service that Verra Mobility is providing to Customer, including (i) the ALPR Equipment, installation and maintenance of the ALPR Equipment, (ii) use of the back-office software pursuant to the EULA, which includes the ability to ingrate other databases maintained or utilized by the Customer, including ALPR capture data, white-lists, hotlists, data match alerts and related back office services, and (iii) technical support, training, and related services.

“Customer Data”: The data captured by, processed in, and /or housed in the ALPR Solution, including but not limited to ALPR capture data, white-lists, hotlists, data sharing alerts, and registered owner information.

“EULA”: The end user license agreement between Customer and OpenALPR Software Solutions, LLC, the provider of the ALPR back-office solution, available at openalpr.com/license.html.

“Trailer”: GPS enabled trailer that can be towed from one location to another.

- 3.2 Verra Mobility, including through the engagement of subcontractors, agrees to provide the Customer with an ALPR Solution, subject to the Customer providing Verra Mobility a signed Notice to Proceed, as provided in EXHIBIT A-1 of this Agreement and the payment of the Fees set forth on EXHIBIT A.
- 3.3 Customer agrees, at all times during the term of this Agreement, to comply with and be bound by the terms and conditions of the EULA. Customer agrees that Verra Mobility is a third-party beneficiary of the EULA and may enforce the rights of its subcontractor under the EULA.
- 3.4 Customer will comply with all applicable Laws, including without limitation to the extent applicable Criminal Justice Information Services (CJIS) requirements, any Laws relating to data privacy, or any Laws applicable its conduct with respect to the Program.
- 3.5 Customer shall not: (a) decompile, disassemble, or otherwise reverse engineer the ALPR Solution or attempt to reconstruct or discover any source code, underlying algorithms, file formats or programming interfaces of the ALPR Solution by any means whatsoever (except and only to the extent that applicable Law prohibits or restricts reverse engineering restrictions); (b) remove any product identification, proprietary, copyright or other notices contained in the ALPR Solution; or (c) modify any part of the ALPR Solution, create a derivative work of any part of the ALPR Solution, or incorporate any part of the ALPR Solution into or with other software, except to the extent expressly authorized in writing by Verra Mobility, including through other agreements between the parties.
- 3.6 Customer shall provide Verra Mobility with copies of any Customer policies pertaining to its use of the ALPR Solution, which are applicable to Verra Mobility. Verra Mobility shall be afforded a reasonable opportunity to review such policies and will notify Customer if there are any additional Fees associated with compliance to the policies.
- 3.7 Verra Mobility will collaborate with Customer on a mutually agreeable project schedule outlining all of the milestones required to implement the ALPR Solution.
- 3.8 Within 90 days after a permit is obtained, or if no permit is required, within 120 days of the date the Customer provides Verra Mobility a Notice to Proceed, Verra Mobility shall provide and, if required, install the ALPR Cameras at locations mutually agreed to by the Customer and Verra Mobility. Installation may occur on Verra Mobility Photo Enforcement Infrastructure (subject to a suitability analysis) or on non-Verra Mobility infrastructure (provided all required permits are obtained by the Customer and Customer pays for construction or other infrastructure related costs, if applicable).
- 3.9 If installation is not performed on Verra Mobility Photo Enforcement Infrastructure, Customer may use preexisting Customer infrastructure or may contract with Verra Mobility (or its subcontractor) for the

construction and installation of new infrastructure. Any new infrastructure constructed or non-Verra Mobility infrastructure shall be at the sole cost, and the sole property and responsibility, of the Customer.

- 3.10 Verra Mobility shall assist Customer with obtaining any permits required for the installation and use of the ALPR Solution to be installed on Verra Mobility Photo Enforcement Infrastructure.
- 3.11 For ALPR Cameras to be installed on Customer infrastructure, Customer is responsible for applying for and obtaining and funding any and all needed state, local, and/or county permits, including any traffic control permits. Customer shall secure written permission for the installation of ALPR Equipment on any third-party infrastructure, and Customer is responsible for securing any interagency agreements or authorizations needed to install ALPR Equipment.
- 3.12 For locations where Verra Mobility Photo Enforcement Infrastructure is not available for installation of the ALPR Camera, the Customer shall be responsible for providing the pole, power and any other infrastructure necessary for the installation and operation of the ALPR Camera other than the communications services required to operate the ALPR Equipment, which shall be provided by Verra Mobility. Verra Mobility will install the ALPR Camera and provide necessary communications services once the infrastructure and power is made available by the Customer.
- 3.13 For ALPR Cameras installed on Verra Mobility Photo Enforcement Infrastructure, Verra Mobility shall use preexisting power sources to operate the ALPR Camera (for ALPR Cameras on all non-Verra Mobility infrastructure, the Customer shall be responsible for providing power). For all installed ALPR Cameras, Verra Mobility shall provide the communications hardware and communications service (if required), provided that Verra Mobility shall not provide communications services on any non-Verra Mobility infrastructure to any non-ALPR Equipment (for example, if other Customer devices that share the infrastructure also require communications services). Verra Mobility shall determine the method of communication services required for the operation of the ALPR Equipment. Customer shall be responsible for the cost of any new power source.
- 3.14 Customer shall be directly responsible for all costs and liabilities associated with construction, installation, and any ongoing repair and maintenance of any non-Verra Mobility infrastructure used for the ALPR Equipment, and the cost of all data hosting, data retrieval or data storage or for any other usage-based or storage based costs other than as provided for as part of the ALPR Solution and included in the Fee for the ALPR Solution.
- 3.15 Accounts for power or other utilities will be established in the name of Customer, and Customer shall be directly responsible for paying the costs and maintaining those accounts in good standing with the applicable power company or other utility company. Verra Mobility shall determine the method of power and communication services required for the operation of the ALPR Equipment.
- 3.16 Verra Mobility will provide a training plan and training resources to end-users including designated Customer staff and post implementation support.
- 3.17 Notwithstanding anything else to the contrary in this Agreement, Customer agrees that Customer is solely responsible for the housing and security of the Customer Data to the extent that such data does not reside in the ALPR Solution, and to the extent that such Customer Data does reside within the ALPR Solution, the terms and conditions pertaining to the housing and security shall be set forth in the EULA with Verra Mobility's subcontractor and Verra Mobility shall have no liability with respect to the housing or security of data in the ALPR Solution. Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by the ALPR Solution. Customer acknowledges that for the Customer Data, it is responsible for any preservation, and associated storage requirements that may be required by Law. Customer agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for Customer Data obtained through the ALPR Solution, whether by formal public records request or otherwise.

- 3.18 The Customer will provide the necessary IT staff and resources necessary to assist Verra Mobility, and Verra Mobility's subcontractors when necessary, with the implementation of the ALPR Solution.
- 3.19 Any additional hardware, software, licensing, resources, installation, support and maintenance required to make the provided ALPR Solution compatible and compliant with Customer IT, security, privacy, compliance, or other requirements are the responsibility of Customer.
- 3.20 Customer is responsible for the repair or replacement costs of any ALPR Equipment which is not the responsibility of Verra Mobility, as described below.
- 3.21 Verra Mobility shall repair or replace all ALPR Equipment (including components), except to the extent such damage was caused by the (a) improper handling or installation and repairs made by unauthorized Persons, including the Customer; (b) misuse, neglect, accident on behalf of the Customer (or Persons acting on its behalf other than a party authorized by Verra Mobility); (c) Customer's violation of any term of this Agreement or the EULA; or (d) Customer's intentional or negligent acts. For the avoidance of doubt, road construction is considered an intentional act.
- 3.22 Repair and replacement of infrastructure (including poles) will be the responsibility of Verra Mobility for Verra Mobility Photo Enforcement Infrastructure and the Customer for all non Verra Mobility-owned infrastructure.
- 3.23 Customer shall notify Verra Mobility within twenty-four (24) hours of detecting any performance issues with any ALPR Equipment.
- 3.24 Customer shall secure any Verra Mobility Trailers in a secure location each night.
- 3.25 Any replacement of ALPR Equipment resulting from a knockdown, shall be at the option of Verra Mobility.
- 3.26 Upon the termination of the Agreement between Verra Mobility and the Customer, Verra Mobility shall have no further obligations to Customer regarding the ALPR Solution, and Verra Mobility (or its designated subcontractor) may uninstall and/or retrieve all ALPR Equipment from Customer, unless such ALPR Equipment shall be separately procured by Customer.
- 3.27 Under all circumstances, Verra Mobility (or its subcontractor) shall retain ownership of all ALPR Equipment provided for use by Customer under the terms and conditions of this Agreement. The right to access and use the ALPR back-office shall be governed by the EULA. Verra Mobility shall retain the ownership rights to all metadata, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility from the data captured by the ALPR Equipment. Furthermore, Verra Mobility has the right to use non-personalized and aggregated ALPR Solution data for its internal business purposes, analytics, statistical analysis, and to perform analyses which would further Customer's program.
- 3.28 Customer to the extent permitted by law hereby agrees to indemnify and defend Verra Mobility Parties to the fullest extent permitted by applicable Law against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to: (a) Customer's use of the ALPR Solution, (b) Customer's misuse of or failure to maintain the security of Customer Data in its possession; (c) Customer's violation of any Laws; (d) Customer's misuse or misappropriation of a Verra Mobility subcontractor's products or services, (e) any representation by Customer about a Verra Mobility subcontractor's products or services not authorized by such subcontractor; (f) any breach of this Agreement by Customer related to Customer's use of the ALPR Solution, or Customer Data; and (g) any breach of the EULA by Customer.
- 3.29 EXCEPT AS PROVIDED IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THE ALPR SOLUTION AND RELATED SERVICES ARE PROVIDED BY VERRA MOBILITY

“AS IS” AND WITHOUT WARRANTY OF ANY KIND, AND VERRA MOBILITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES RELATING TO THE ALPR SOLUTION, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. The provisions of the Agreement, as amended by this Third Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. Except as expressly amended or modified by the terms of this Third Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Third Amendment and the Agreement, the terms of this Third Amendment shall prevail and control.
5. This Third Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Third Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Third Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment.

AMERICAN TRAFFIC SOLUTIONS, INC. CITY OF MIAMI SPRINGS

Signature: _____

Signature: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

EXHIBIT A-1

FORM OF NOTICE TO PROCEED ALPR SOLUTION

Reference is made to the Agreement for Automated License Plate Recognition Solution Services by and between American Traffic Solutions, Inc., doing business as Verra Mobility (“Verra Mobility”) and _____ (“Customer”), dated as of _____ (the “Agreement”). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

Customer hereby designates the procurement and deployment or installation of ALPR cameras at the following designated locations.

Execution of this Notice to Proceed by Customer shall serve as authorization for the deployment or installation of the ALPR cameras for all designated locations as follows:

Location (Direction & Street)	Infrastructure (Photo Enforcement Infrastructure / customer owned infrastructure)	ALPR Camera	Back-Office

Customer understands that implementation and installation of any location is subject to a feasibility of installation analysis, and if necessary, engineering results conducted by Verra Mobility and/or its subcontractor. Costs of deployment or installation of the ALPR cameras shall be pursuant to the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Customer has executed this Notice to Proceed as of the date written below.

CITY OF _____

By:

Name: _____ Date

Title:

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By:

Name: _____ Date

Title:



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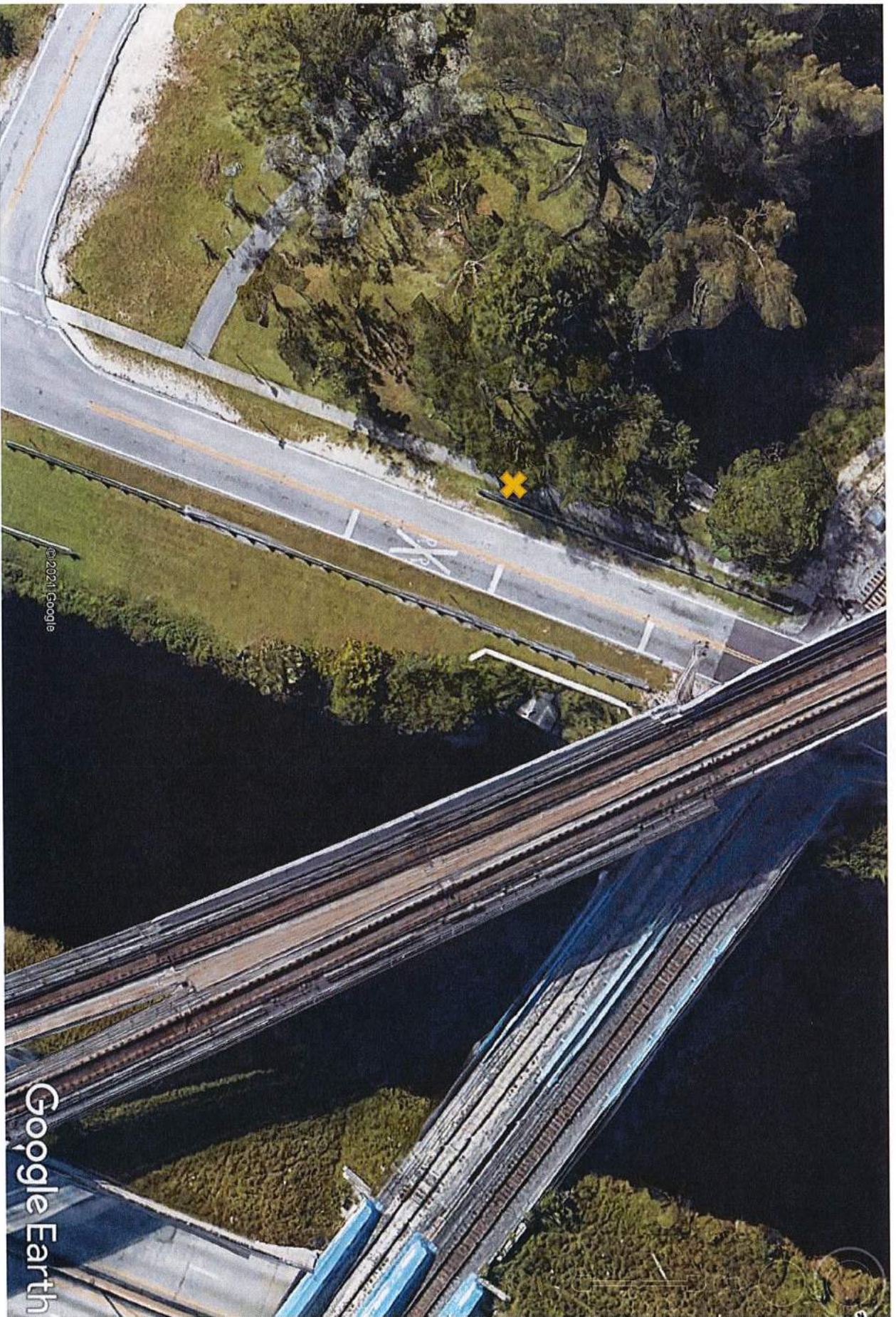
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North Royal Poinciana Blvd / Crane Ave



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North Royal Poinciana Blvd / Crane Ave



© 2021 Google
US Dept of State Geographer

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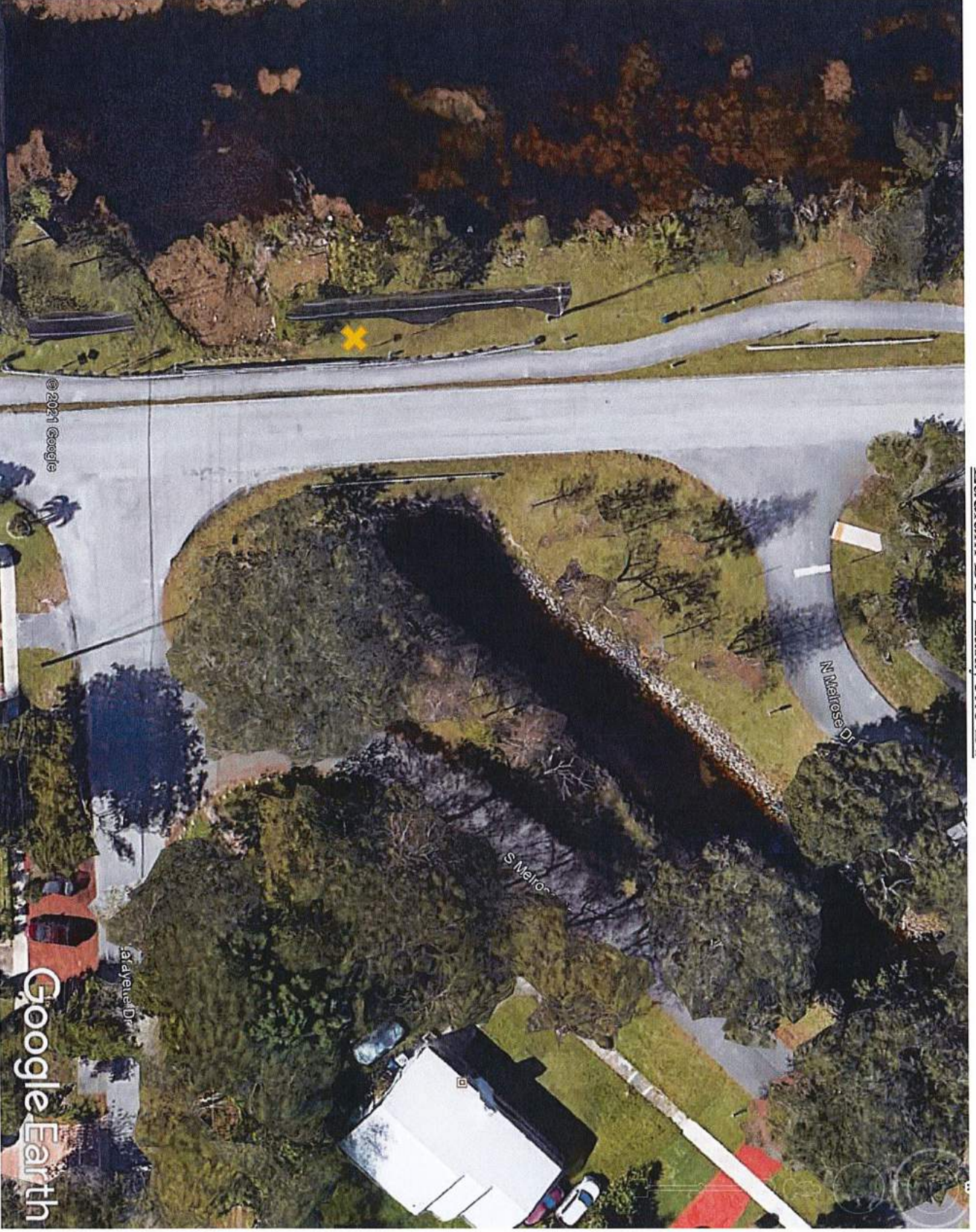
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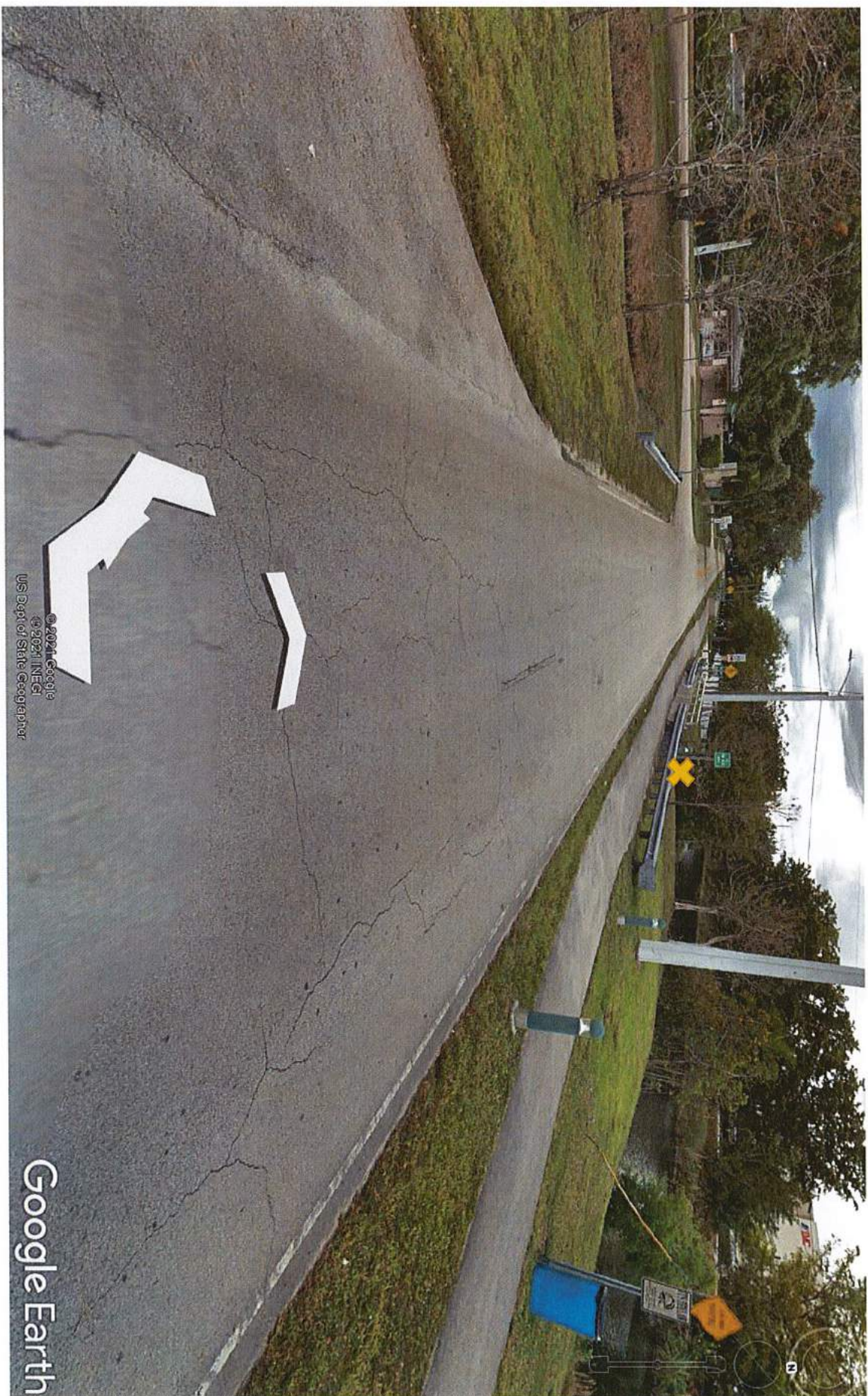
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Ludlum Dr / Lafayette Dr



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Curtiss Pkwy / Fairway Dr



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Curtiss Pkwy / Fairway Dr



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I. DEFINITIONS

As used in this **Agreement**, the following terms shall have the respective meanings provided below:

1. "**Approach**" means one (1) direction of travel or one (1) or more lanes on a road or a traffic intersection up to four (4) contiguous lanes controlled by up to two (2) signal phases.
2. "**Camera System**" means a photo-traffic monitoring device consisting of one (1) rear camera, strobe, and traffic monitoring device capable of accurately detecting a **Violation** on up to four (4) contiguous lanes controlled by up to two (2) signal phases which records such data with one (1) or more images of the rear of the vehicle involved in the **Violation**, the vehicle's license tag, and the traffic signal being violated, together with streaming video of the **Violation**. "**Camera System**" shall also, where the sense requires, include any enclosure or cabinet and related appurtenances in which the Axis System is stationed.
3. "**Notice of Violation**" means a written notice of a **Violation** or equivalent instrument issued by or on behalf of **Customer** relating to a **Violation** documented or evidenced by the Axis System.
4. "**Owner**" means the owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country.
5. "**Person**" or "**Persons**" means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.
6. "**Project Business Process Work Flow**" means initial schedules and timelines required to begin the implementation of City's project.
7. "**Recorded Image**" means an image digitally recorded by a "**Camera System**".
8. "**Site Selection Analysis**": A statistical assessment of violations rates at suspected problem intersections and approaches to determine the need for an intersection safety camera system.
9. "**Traffic Control Signal**" means a traffic control device that displays alternating red, yellow and green lights intended to direct traffic when to stop at or proceed through an intersection.
10. "**Traffic Infraction Enforcement Officer**" means an employee of **Customer's** police or sheriff's department who meets the qualifications of Section 316.640(5)(a) of the Florida Statutes.
11. "**Uniform Traffic Citation**" means a uniform traffic citation as described in Section 316.650 of the Florida Statutes.
12. "**Violation**": Means a violation of Section 316.074(1) or Section 316.075(1)(c)1 of the Florida Statutes involving a motor vehicle.

II. GENERAL TERMS AND CONDITIONS

1. **ATS AGREES TO PROVIDE:** The scope of work identified in Exhibit "B," Section 1.
2. **CUSTOMER AGREES TO PROVIDE:** The scope of work identified in Exhibit "B," Section 2.
3. **TERM AND TERMINATION:**

The term of this **Agreement** shall be for five (5) years beginning on the date of first issued **Notice of Violation** from the last installed Camera System in the first authorized phase of Camera Systems (the "Start Date"). The Customer shall have an option to extend the **Agreement** for successive five (5) year periods by providing written notice to ATS of its intent to exercise said option one hundred and twenty (120) days prior to the expiration of the current term.

 - 3.1 **ATS' services may be terminated:**
 - (i) By mutual written consent of the parties;

- (ii) For Cause, by either party where the other party fails in any material way to perform its obligations under this **Agreement**. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving written notice.
- (iii) For Convenience, by either party in the event the Customer's use of red light safety camera systems is rendered unlawful pursuant to applicable state or federal law and after the exhaustion of all legal action by either the Customer or ATS seeking to overturn the court order or state or federal legislation that rendered the use of red light safety cameras unlawful, however the Customer shall have no obligation to pay ATS a fee for any period when it is unlawful to issue citations. The term of the **Agreement** shall be suspended during any period in which the Customer is not obligated to pay ATS and such time period shall be added to the term of the **Agreement** once it becomes lawful for the Customer to issue citations. In the event of termination pursuant to this subsection, the parties shall take the following actions set forth in Subsection 3.3 below which survive termination during the wind-down period.
- (iv) Without Cause, Customer may terminate at any time after giving one hundred twenty (120) days written notice to discontinue the Camera System program. In the event the **Agreement** is terminated by the Customer pursuant to this Section 3.2 (iv) during the term of the **Agreement**, the Customer shall pay ATS the unamortized amount invested by ATS in each approach at the date of termination by the Customer. In a termination pursuant to this subsection during the term of the **Agreement**, ATS shall be required to provide complete documentation to support its total investment in each approach, including specific documentation relative to the total cost of each Camera System and related equipment, labor and installation costs and any other on-going maintenance costs specific to each Camera System. The reimbursement amount shall then be determined by establishing the total cost of each approach, which shall then be amortized based on the rules governing amortization of capital equipment as contained in the Internal Revenue Service Code.

3.3 Upon termination of this **Agreement** for any reason, the parties recognize that **Customer** will have to process traffic law violations in the "pipeline", and that **ATS** accordingly must assist **Customer** in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the wind-down period: **Customer** shall cease using the Axsis System, shall return or allow **ATS** to recover all provided equipment within a reasonable time not to exceed one hundred and twenty (120) days, and shall not generate further images to be processed. Unless and until directed by **Customer** not to do so, **ATS** shall continue to process all images taken by **Customer** before termination and provide all services associated with processing in accordance with this **Agreement**, and shall be entitled to all Fees specified in the **Agreement** as if the **Agreement** were still in effect.

4. ASSIGNMENT:

Neither party may assign all or any portion of this **Agreement** without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. However, for the purposes of ATS business financing purposes, ATS may sell, assign, transfer or convey any interest in this contract in whole or in part without the written consent of the Customer.

5. FEES AND PAYMENT:

- 5.1 **Customer** shall be invoiced and pay for all equipment, services and maintenance based on the fee schedule indicated in the Exhibit "A", Schedule 1 ("Fees").
- 5.2 **Customer** shall pay all Fees due **ATS** based upon invoices from the proceeding month within thirty (30) days of submission. Late payments are subject to interest calculated at 1.5% per month on open balances, except as provided in section 5.4 Revenue Neutrality.
- 5.3 Unit prices will be fixed for the first two (2) years of the first term and thereafter on each anniversary date of the term unit prices will increase by Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. City average as published by the Bureau of Labor Statistics, U.S. Department of Labor.
- 5.4 *Revenue Neutrality*. During the term of the contract, payments by the Customer may be made to ATS under a Flexible Payment Plan. Under the Flexible Payment Plan the

Customer may defer certain payments to ATS due and owing during a fiscal year (such fiscal year to run from October 1 to September 30), which shall be the "billing period". If at the end of a billing period sufficient funds have not been collected by the Customer to pay the accrued balance then due to ATS, ATS agrees to waive its right to recovery with respect to any balance owing to ATS at the end of that fiscal year. The first billing period when a waiver of right to recovery may occur shall not be before the Agreement has been in effect for at least twelve (12) months. For purposes of this clause, the term "funds" shall not mean the gross amount of penalties to be assessed pursuant to Florida Statutes Section 316.0083(1)(b)3. and/or Florida Statutes Section 318.18(15)(a)3. for a violation of Florida Statutes Sections 316.074(1) or 316.075(1)(c) (such amount as of the Effective Date of this Agreement being \$158.00), rather "funds" shall be only such portions of said gross revenues that are either (i) retained by the City after remittances contemplated in Florida Statutes Section 316.0083(1)(b), or (ii) sums distributed to the City pursuant to Florida Statutes Section 318.18(15)(a)3.

This Flexible Payment Plan will be applied as follows: ATS will maintain an accounting of any net balances owed ATS each month during the billing period. If amount of funds collected from all camera systems combined during a month exceeds the amount of the ATS invoice for the same month, the Customer shall pay ATS the total amount due on the invoice. If the amount of funds collected from all camera systems combined during a month is less than the amount of the ATS invoice for the same month, the Customer shall pay ATS only the amount collected during the same month and Customer may defer payment of the remaining balance. Payments due ATS shall be reconciled by applying future funds collected in subsequent months during the same billing period, first to the accrued balance and then to the subsequent monthly invoice during the same billing period. At any time the ATS invoices, including any accrued balance, are fully repaid, the Customer will retain all additional funds collected during the billing period. Such additional funds (whether reserved in cash or not by the Customer) will be available to offset future ATS invoices during the same billing period. At no time shall any accrued balances owed by Customer to ATS carry-back or carry-forward to preceding or subsequent billing periods. Under the Flexible Payment Plan, the Customer shall never pay ATS more in fees than revenue generated from the program.

- 5.5 Flexible Payment Plan – Limitations. The Customer shall enforce all valid violations in accordance with the laws of Florida. Should this not occur the Flexible Payment Plan does not apply. ATS agrees to defer billing for sixty (60) days on new camera systems.

6. INTERSECTION AND VIOLATION RATE ANALYSIS:

Prior to implementing the Axis System, **ATS** may conduct an analysis of each intersection Approach being considered for a **Camera System**. If **ATS** deems necessary, **ATS** will use the Site Selection Analysis assessment model or other tool or means to complete the analysis. The **Customer** will be provided a report on violations recorded at each monitored approach. For any intersection Approach recommended by the **Customer**, **ATS** may install a Camera System. However, **ATS** may elect not to install a **Camera System** where traffic violation data does not support installation of the Axis System. Refer to Exhibit C, Designated Intersections, for the identified intersection approaches for first phase of project.

7. COMMUNICATION OF INFORMATION:

ATS agrees that most information obtained by **ATS** through operation of the Axis System shall be made available to **Customer** during **ATS's** normal working hours, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of citations or the fulfillment of **Customer's** obligation under this **Agreement**. Depending on the scope of **Customer's** request, there may be a fee for such services.

8. CONFIDENTIAL INFORMATION:

No information given by **ATS** to **Customer** will be of confidential nature, unless specifically designated in writing as proprietary and confidential by **ATS** or deemed confidential by operation of law. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of the "Florida Open Records Act" or similar laws, insofar as they may be applicable. **ATS** shall not use any information acquired by this program with respect to any violations or **Customer's** law enforcement activities for any purpose other than the program.

9. OWNERSHIP OF SYSTEM:

It is understood by **Customer** that the System being installed by **ATS** is, and shall remain, the sole property of **ATS**, unless separately procured from **ATS** through a lease or purchase transaction. The System is being provided to **Customer** only under the terms and for the term of this **Agreement**.

10. INDEMNIFICATION AND INSURANCE:

Any **Camera System** provided by **ATS** pursuant to this **Agreement** shall comply with the maintenance procedures and manufacturer recommendations for that equipment. **ATS** shall indemnify and save harmless **Customer** against claims arising from **ATS's** negligent or willful violations of the maintenance procedures and manufacturer recommendations for operation of the **Camera System**.

ATS shall maintain the following minimum scope and limits of insurance:

- 10.1 Insurance policies providing aggregate commercial general liability coverage of at least \$5,000,000 per occurrence. Such insurance shall include **Customer**, its officers, directors, employees and elected officials as additional insureds for liability arising from **ATS's** operations.
- 10.2 Workers' Compensation Insurance as required by applicable state law, and Employer's Liability Insurance with limits of not less than \$500,000 each accident; **ATS** shall at all times maintain worker's compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of **Customer**.
- 10.3 Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles use by **ATS** with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

Customer and its officers and employees, shall be named as additional insureds on the comprehensive general liability policies provided by **ATS** under this **Agreement**. **ATS** shall require any subcontractors doing work under this **Agreement** to provide and maintain the same insurance, which insurance shall also name **Customer** and its officers, employees, and authorized volunteers as additional insureds.

Certificates showing **ATS** is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to **Customer** within thirty (30) calendar days after the date on which this **Agreement** is made. Such certificates shall show that **Customer** shall be notified of all cancellations of such insurance policies. **ATS** shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as **Customer** is a body politic and corporate, the laws from which **Customer** derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, **Customer** may enter into this **Agreement**, shall be controlling and shall be incorporated by reference into this **Agreement**. **Customer** shall be responsible for vehicle insurance coverage on any vehicles driven by **Customer** employees. Coverage will include liability and collision damage.

11. STATE LAW TO APPLY:

This **Agreement** shall be construed under and in accordance with the laws of the State of Florida.

12. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the **Agreement** shall be attempted to be settled through good-faith efforts between senior management of both parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

- 12.1 Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA Rules") before a single arbitrator. The place of arbitration will be mutually agreed upon within 14 days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the parties upon a showing of substantial need by the party seeking discovery.
- 12.2 The arbitrator's decision shall follow the plain and natural meaning of the relevant documents, and shall be final and binding. The arbitrator will have no power to award:
 - (i) damages inconsistent with the **Agreement**; or,
 - (ii) punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum.
- 12.3 All aspects of the arbitration will be confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements.
- 12.4 Each party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing party as determined by the arbitrator. If a party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other party, enter a final and binding decision against the nonpaying party for the full amount of such share, together with an award of attorney's fees and costs incurred by the other party in obtaining such decision, which decision may be entered in any court of competent jurisdiction. Except for the failure of a party to pay arbitration fees and costs that requires resort to the arbitrator to order such payment, the parties will bear their own attorneys' fees in any matter or dispute under this Agreement.

13. AMENDMENTS TO THE AGREEMENT:

Customer may from time to time consider it in its best interest to change, modify or extend the terms, conditions or covenants of this **Agreement** or require changes in the scope of services to be performed by **ATS**, or request **ATS** to perform additional services regardless of and without invalidating the process that was used to procure the services enumerated under this **Agreement**. If changes or modifications result in additional costs, **ATS** will provide a written estimate of such. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of **ATS'** compensation, must be agreed upon by and between **Customer** and **ATS** incorporated in written amendments (herein "Amendments") to this **Agreement**. Such Amendments shall not invalidate the procurement process or this **Agreement** nor relieve or release **ATS** or **Customer** of any of its obligations under this **Agreement** unless stated therein. No oral amendments, changes, or modifications to this **Agreement** are permitted.

14. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this **Agreement** shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

15. PRIOR AGREEMENT SUSPENDED:

This **Agreement** constitutes the sole and only agreement of the parties and supersedes any prior understanding, written or oral, between the parties respecting the written subject matter.

16. NO AGENCY:

ATS is an independent contractor providing services to **Customer**, and the employees, agents and servants of **ATS** shall in no event be considered to be the employees, agents or servants of **Customer**. This **Agreement** is not intended to create an agency relationship between **ATS** and **Customer**, except as expressly provided in Exhibit B hereto.

17. FORCE MAJEURE:

Neither party will be liable to the other or be deemed to be in breach of this **Agreement** for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions,

strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by **ATS**. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

18. OFFER EXTENDED TO OTHER GOVERNMENTAL AGENCIES:

Customer encourages and agrees to **ATS** extending the pricing, terms and conditions of this **Agreement** to other governmental entities at the discretion of **ATS**.

19. ENTIRE AGREEMENT:

The provisions of this **Agreement**, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this **Agreement** are merged into this **Agreement**. Except as amended by this **Agreement**, the terms of the **Agreement** shall continue in full force and effect.

20. COUNTERPART EXECUTION:

This **Agreement** may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this **Agreement** on its behalf has all right and authority to bind and commit that party to the terms and conditions of this **Agreement**.

21. NOTICES:

Any notices or demand which, under the terms of this **Agreement** or under any statute, must or may be given or made by **ATS** or **Customer** shall be in writing and shall be given or made by personal service, telegram, first class mail, FedEx, or by certified or registered mail to the parties at the following address:

TO THE CUSTOMER:

City of Miami Springs, FL
201 Westward Drive
Miami Springs, FL 33166
Attention: James R. Borgmann
City Manager

TO ATS:

American Traffic Solutions, Inc.
7681 East Gray Road
Scottsdale, Arizona 85260
Attention: Adam E. Tuton
EVP & President of Public Safety

22. MOST FAVORED GOVERNMENTAL ENTITIES:

ATS agrees that if, after the Effective Date of this **Agreement**, it enters into an agreement for the same or substantially similar scope of services with another local government in Florida which contains a service fee that is more favorable than the service fee in this **Agreement**, the **Customer** shall be entitled to such service fee. The same or substantially similar scope of services shall be defined as a program with the same number of camera systems, similar contractual terms, the same scope of services and located within the state of Florida.

EXHIBIT A
SERVICE FEE SCHEDULE

1.0	Description of Pricing	Fee
	Fees are based on flat fee per camera per month and are as follows:	
	For 1 or 2 Lanes	\$3,750*
	For 3 or 4 Lanes	\$4,250*
	For 5 or 6 Lanes	\$5,250*

*A \$500 per month discount has been applied per camera on the pricing fee for each month during the first 12 months after installation, provided that the camera is installed during the first 12 months after the Date an Agreement is executed.

Service Fees Include: Fee includes all costs required and associated with one rear only camera system installation, maintenance and on-going field and back-office operations. Includes red-light camera equipment with up to two (2) signal phases, installation, maintenance, violation processing services, DMV records access, mailing of Notice of Violation in color with return envelope, mailing of Uniform Traffic Citation (as needed), lockbox and epayment processing services, call center support for general program questions and public awareness program support.

Assuming no return receipt is required, the fee for certified mail for the Uniform Traffic Citation is extra and will be billed per unit as published by the US Postal Service (<http://www.usps.com/prices/extra-services-prices.htm>).

2.0 **Optional Collection Services:** ATS may initiate collection efforts of delinquent notices upon written request by Customer, so long as collection of said recovered revenue amounts do not conflict with State Law. ATS will be entitled to receive portions of the collected revenue as noted below. The maximum is 30% total for both pre-collection and collection. For those accounts in default that go to collection, this is in addition to our Fees noted above.

Pre-Collection Letters	10% of Recovered Revenue
Delinquent Collections Services	30% of Recovered Revenue

3.0 **Optional Annual Training Conference:** ATS provides a comprehensive user training conference for active photo traffic safety and enforcement clients. The conference's main focus is Training of the system. Core elements include training on implementation methods and improvements, operational monitoring and improvements, statistical analysis, public relations and technology assessment. The sessions include participation by industry members, industry speakers and panel discussions. The *Annual User Conference* will be held in Phoenix Metro area. **Customer** shall be invoiced \$100 per month per attendee and can assign up to three (3) project team members to attend the Conference each year. The \$1,200 fee per attendee will cover travel, accommodations and all related Conference fees.

Pricing Valid Through 10/9/2011

EXHIBIT B
SCOPE OF WORK

I. ATS SCOPE OF WORK

1.2 ATS IMPLEMENTATION

- 1.2.1 **ATS** agrees to provide **Camera Systems** to the **Customer** as described in this Agreement, except for those items identified in Section 2 titled "**Customer Scope Of Work**". **ATS** and **Customer** understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by the **Customer**, unless otherwise specified, **Customer** shall not charge **ATS** for the cost. All other in-scope work, external to **Customer**, is the responsibility of **ATS**.
- 1.2.2 **ATS** agrees to make every effort to adhere to the Project Business Process Work Flow agreed upon between the parties.
- 1.2.3 **ATS** will assist **Customer** with Site Selection Analysis evaluation of candidate sites.
- 1.2.4 **ATS** will install **Camera Systems** at a number of intersections or grade crossing approaches to be agreed upon between **ATS** and **Customer** after completion of Site Selection Analysis, unless already identified in Exhibit C, Designated Intersections of this Agreement. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where **Camera Systems** are installed and maintained
- 1.2.5 **ATS** will operate each **Camera System** on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
- 1.2.6 **ATS'** in-house Communications Department will assist **Customer** with public information and outreach campaign strategies. In addition, depending upon the agreed-upon strategy, **ATS** may pay for agreed upon extra scope expenditures for public relations consultants, advertising, or media relations provided that such extra scope expenditures will be reimbursed to **ATS** from collected revenue.
- 1.2.7 **ATS** agrees to provide a secure web site (www.violationinfo.com) accessible to **Owners** who have received **Notices of Violation** or **Uniform Traffic Citations** by means of a Notice # and PIN, which will allow violation image and video viewing. As part of the secure website, **ATS** will provide a Frequently Asked Questions (F.A.Q.) page.
- 1.2.8 **Customer** and **ATS** will complete the Project Business Rules Process Work Flow design within thirty (30) days of the **Effective Date**, unless mutually agreed to otherwise by both parties.
- 1.2.9 **ATS** will design, fabricate, install and maintain red light camera warning signs required by law to be posted in connection with the use of a **Camera System**.
- 1.2.10 Unless otherwise notified, **ATS** will provide technician site visits to each **Camera System** once per quarter, or as needed, to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance. **ATS** agrees to follow all applicable Florida Department of Transportation regulations related to the installation and maintenance of Traffic Infraction Detectors.
- 1.2.11 **ATS** shall make every effort to repair a non-functional **Camera System** within seventy-two (72) business hours of determination of a malfunction, except for those causes of

Force Majeure as outlined in Section 17.0 General Terms and Conditions of this Agreement.

- 1.2.12 **ATS** shall make every effort to repair the Axisis VPS System within one (1) day from the time of reported outage. Outages of **Customer** internet connections or infrastructure are excluded from this service level.
- 1.2.13 For any **Customer** using **ATS** lockbox or epayment services, **ATS** will establish a demand deposit account bearing the title, "American Traffic Solutions, Inc. as agent for Customer" at U.S. Bank. All funds collected on behalf of **Customer** will identify the account to receive funds wired from U.S. Bank. **Customer** shall sign a W-9 and blocked account agreement, to be completed by **Customer**, to ensure **Customer's** financial interest in said U.S. Bank account is preserved.
- 1.2.14 **ATS** shall provide training for personnel of the **Customer**, including, but not limited to, the persons who **Customer** shall appoint as Traffic Infraction Enforcement Officers and other persons involved in the administration of the program, regarding the operation of the **ATS** System and the program. This shall include training with respect to the **ATS** System and its operations, strategies for presenting Infractions Data in court as expert witness and judicial proceedings and a review of the Enforcement Documentation.

1.3 ATS OPERATIONS

- 1.3.1 **ATS** shall provide **Customer** with an automated web-based citation processing system (Axisis VPS) including image processing, color printing and mailing of a **Notice of Violation** per chargeable event. Each **Notice of Violation** shall be delivered by first class mail to the **Owner** within the statutory period. Mailings to **Owners** responding to **Notices of Violation** identifying drivers in affidavits or non-liability or by rental car companies are also included according to each pricing option.
- 1.3.2 **ATS** shall act as **Customer's** agent for the limited purpose of making an initial determination of whether **Recorded Images** should be forwarded to the **Traffic Infraction Enforcement Officer** to determine whether a **Violation** has occurred and shall not forward for processing those **Recorded Images** that clearly fail to establish the occurrence of a **Violation**.
- 1.3.3 Upon expiration of the due date of the **Notice of Violation**, Axisis VPS shall issue a **Uniform Traffic Citation**, which shall be delivered by certified mail, no return receipt, to the **Owner** within the statutory period. The issuance of the **Uniform Traffic Citation** shall be based on the **Traffic Infraction Enforcement Officer's** approval, as provided in Section 2.4 of this Exhibit B, Scope of Work, of the **Notice of Violation**.
- 1.3.4 **ATS** shall make available a form of affidavit, approved by **Customer**, to be used by an **Owner** who wishes to establish the existence of an exemption to a **Notice of Violation** or **Uniform Traffic Citation** as provided in Section 316.0083(1)(d)1 of the Florida Statutes.
- 1.3.5 Axisis VPS shall apply an electronic signature to a **Notice of Violation** or **Uniform Traffic Citation**, when authorized to do so by an approving **Traffic Infraction Enforcement Officer**.
- 1.3.6 **ATS** shall obtain in-state vehicle registration information necessary to issue citations assuming that it is named as **Customer's** agent for these purposes.
- 1.3.7 **ATS** shall seek records from out-of-state vehicle registration databases and apply records found to issue **Notices of Violation** and **Uniform Traffic Citations** for **Customer** according to each pricing option. **ATS** assumes this responsibility as named **Customer's** agent by signing of DMV Subscribers Agreement.
- 1.3.8 If **Customer** is unable to or does not desire to integrate **ATS** data into its adjudication system, **ATS** shall provide an on-line adjudication processing module, which will enable

the adjudication function to review cases, related images, correspondence (up to six correspondences) and other related information required to adjudicate the disputed **Uniform Traffic Citation**. The system will also enable the adjudication staff to accept and account for payments. Any costs charged by a third party vendor related to the provision of **ATS** data to the adjudication system may, at **ATS's** option, be advanced to or on behalf of **Customer**, and recovered by **ATS** from **Customer** as an additional charge on its invoice submitted to **Customer** pursuant to Section 5 of this **Agreement**.

- 1.3.9 **Customer** shall be able to use the Axis VPS System to run and print standard system reports. In the event **Customer** requests a custom report, **ATS** will provide a written estimate on its development. Any custom report must be agreed upon by and between **Customer** and **ATS** in writing.
- 1.3.10 If required by the Court or prosecutor, **ATS** shall provide **Customer** with, or train a local expert witness able to testify in Court on matters relating to the accuracy, technical operations, and effectiveness of the Axis System until judicial notice is taken.
- 1.3.11 In those instances where damage to a **Camera System** (or sensors where approved) is caused by negligence on the part of **Customer** or its authorized agent(s), **ATS** will provide **Customer** an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, **ATS** shall repair any damaged equipment and **Customer** will reimburse **ATS** for cost of repair. **ATS** shall bear the cost to replace or repair equipment damaged in all other circumstances.
- 1.3.12 **ATS** shall provide a help-line to assist **Customer** resolve any problems encountered regarding its Camera System and/or citation processing. The help-line shall function during normal business hours.
- 1.3.13 As part of its Camera System, **ATS** shall provide **Owners** with the ability to view **Recorded Images of Violations** involving their motor vehicles online. This online viewing system shall include a link to the **ATS** payment website(s) and may offer the opportunity to download a form affidavit to establish an exemption under Section 316.0083(1)(d) of the Florida Statutes. Online-obtained affidavits submitted in response to a **Notice of Violation** or **Uniform Traffic Citations** shall be directed to and processed by **ATS** and communicated to **Customer** via the Axis System.
- 1.3.14 **ATS** will seek to charge, collect, and retain a maximum convenience fee of \$4.00 each for electronic payments provided. Such fee is paid by the violator. **Customer** will not receive any of said convenience fee. **Customer** assumes no liability, responsibility, or control for said fee sought by **ATS**.

II. CUSTOMER SCOPE OF WORK

2.2 GENERAL IMPLEMENTATION REQUIREMENTS

- 2.2.1 Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name and contact information for a project manager with authority to coordinate **Customer** responsibilities under this **Agreement**.
- 2.2.2 Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name and contact information for a **Uniform Traffic Citation** manager responsible for oversight of all **Uniform Traffic Citation**-related program requirements.
- 2.2.3 Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name(s), contact information, and electronic signature(s) of all **Traffic Infraction Enforcement Officers** authorized by **Customer's** police or sheriff's department to approve and issue **Notices of Violation** and **Uniform Traffic Citations**.
- 2.2.4 **Customer** shall establish a method by which an **Owner** who has received a **Notice of Violation** or a **Uniform Traffic Citation** may review the images and video evidencing the **Violation** at www.violationinfo.com free of charge. This may be at a publicly

available terminal at a **Customer** facility or by appointment with the **Uniform Traffic Citation** manager.

- 2.2.5 **Customer** shall make every effort to adhere to the Project Business Process Work Flow to be agreed upon between both parties.
- 2.2.6 **Customer** shall direct the Chief of Police or approved alternate to execute the **ATS** DMV Subscriber Services Agreement (Exhibit D) to provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that **ATS** is acting as an Agent of **Customer** for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.
- 2.2.7 **Customer** and **ATS** shall complete the Project Business Process Work Flow design within thirty (30) calendar days of last contract execution date.
- 2.2.8 **Customer** is responsible for notifying **ATS** of any local legislative and/or ordinance changes in writing within forty-eight (48) hours of the first read or proposed legislation. **ATS** will not be responsible for any damages if not notified within time noted.
- 2.2.9 **Customer** is responsible for all final jurisdictional issues.

2.3 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.3.1 If **Customer** chooses to move a Camera System to a new approach after initial installation, it shall pay the costs to relocate the System.
- 2.3.2 **Customer** shall provide access to traffic signal phase connections according to approved design.
- 2.3.3 **Customer** shall allow **ATS** to access power from existing power sources at no cost and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Camera System within **Customer's** jurisdiction. The parties understand additional conduit or power infrastructure may be required for a particular Camera System installation. Prior to incurring said additional costs, the parties agree to negotiate in good faith the party responsible for the costs. If the parties cannot reach an agreement on responsibility of the costs, the Camera System will not be installed. If existing power sources are not immediately available, **Customer** shall allow **ATS** to use temporary power in those instances where existing power sources are not immediately available.
- 2.3.4 **Customer** shall approve or reject **ATS's** submitted plans within seven (7) business days of receipt and shall limit iterations to a total of one revision beyond the initially submitted plans. Total plan approval duration shall not exceed ten (10) business days.
- 2.3.5 **Customer** shall not charge **ATS** or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment City permits issued by the Customer.
- 2.3.6 **Customer** shall make every effort to issue all needed City permits to **ATS** and its subcontractor(s) within three (3) business days of plan approval.
- 2.3.7 **Customer** shall allow **ATS** to install vehicle detection sensors in the pavement of roadways within **Customer's** jurisdiction, as permitted.
- 2.3.8 **Customer** shall allow **ATS** to build needed infrastructure into any existing **Customer** owned easement, as permitted.
- 2.3.9 If use of private property right of way is needed, **Customer** shall assist **ATS** in acquiring permission to build in existing utility easements as necessary. Prior to installation of the Camera System, the parties agree to negotiate in good faith the party responsible for any costs related to the use of a private property right of way. If the

parties cannot reach an agreement on responsibility of the costs, the Camera System will not be installed.

2.4 LAW ENFORCEMENT DEPARTMENT OPERATIONS

- 2.4.1 **Customer's Traffic Infraction Enforcement Officer(s)** shall process each potential violation in accordance with State Law and/or Municipality Ordinances within three (3) business days of its appearance in the Law Enforcement Review Queue, using Axisis to determine which violations will be issued as **Notices of Violation**.
- 2.4.2 Within seven (7) days of last contract execution, **Customer** shall provide **ATS** with a form of **Uniform Traffic Citation** that complies with the provisions of Chapter 316 of the Florida Statutes, with the understanding that some modifications may be necessary to enable use with **ATS's** systems.
- 2.4.3 If an owner who receives a **Notice of Violation** fails to pay the statutory penalty or submit an affidavit that complies with all requirements provided in Section 316.0083(1)(d) of the Florida Statutes within the time period provided in Section 316.0083(1)(b) of the Florida Statutes, the issuance of a **Uniform Traffic Citation** will automatically occur based on the prior **Traffic Infraction Enforcement Officer** approval of the **Notice of Violation**.
- 2.4.4 **Customer** shall provide **ATS** with instructions or specifications for the treatment of affidavits, with the understanding that some modifications may be necessary to ensure compatibility with **ATS's** processes.
- 2.4.5 For optimal utilization, **Customer** workstation computer monitors for citation review and approval should provide a resolution of 1280 x 1024.
- 2.4.6 For optimal data throughput, **Customer** workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.
- 2.4.7 **Customer** shall provide signatures of all authorized Law Enforcement users who will review events and approve citations on forms provided by **ATS**.

2.5 ADJUDICATION OPERATIONS

- 2.5.1 If **Customer** does not provide payment processing services, **Customer** shall use **ATS** payment processing services.
- 2.5.2 **Customer** shall provide a monthly report to **ATS** showing Uniform Traffic Citation payments received during that period. This information is required to enable accurate invoicing as it applies to the Flexible Payment calculation.
- 2.5.3 **Customer** shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. **Customer** may refer citizens with questions regarding **ATS** or Axisis technology and processes to websites and/or toll free telephone numbers provided by **ATS** for that purpose.
- 2.5.4 Any potential, one time, direct costs to **ATS** to develop a custom interface between a **Customer** system(s) may be initially paid by **ATS** and any such cost will be reimbursed to **ATS** from collected revenues in addition to its normal fees in Exhibit A, Service Fee Schedule. Any such **Customer** system interface must be mutually agreed to in advance by the parties.

2.6 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

- 2.6.1 In the event that remote access to the **ATS** Axisis VPS System is blocked by **Customer** network security infrastructure, **Customer's** Department of Information Technology shall coordinate with **ATS** to facilitate appropriate communications while maintaining required security measures.

EXHIBIT C
DESIGNATED INTERSECTIONS

Customer will designate first phase implementation of cameras at designated intersection approach or approaches. **ATS** shall make its best efforts to install a camera system within thirty (30) days of permits being granted and power delivered for each agreed upon approach, providing that **Customer** has received permission for all implementations in writing from any third-party sources.

The proposed intersection Approaches to include, but are not limited to the following:

1. Eastbound NW 36 Street at NW South River Drive
2. Northbound NW 36 Street At Lejeune Road
3. Southbound NW 36 Street At Lejeune Road
4. Westbound NW 36 Street At Lejeune Road
5. Westbound NW 36 Street at Curtiss Parkway

Implementation and installation of any approach is subject to site selection analysis, law enforcement and/or engineering results. Additional approaches may be selected in addition to first phase implementation and may be selected based on Site Selection Analysis, traffic crash data, traffic citation data, law enforcement officer observations and/or video survey of violations of **Customer's** designated intersection(s). **ATS** may provide **Customer** with evaluation of candidate approach sites using the Site Selection Analysis model or some other tools/means to assist **Customer** in its recommendations. The intersections will be designated by the Police Department staff and any installation of a camera system must be mutually agreed to by the parties.

Services Subscriber Authorization

Agency ORI: _____

DATE

Nlets
1918 W. Whispering Wind Dr.
Phoenix, AZ 85085

Attn: Steven E. Correll, Executive Director
Re: Authorization for American Traffic Solutions, Inc. to Perform MVD Inquiry

Dear Mr. Correll:

Please accept this letter of acknowledgement that a contract to perform automated enforcement between City of Miami Springs Police Department and American Traffic Solutions, Inc. is or will be enacted and will be or is in force. As a requirement of and in performance of that contract between City of Miami Springs, FL and American Traffic Solutions, Inc., it will be necessary for American Traffic Solutions, Inc. to access Nlets motor vehicle data.

Please accept this letter as authorization from City of Miami Springs, FL for American Traffic Solutions, Inc. to run motor vehicle inquiries. This authorization is and will be in effect for the term of our contract with Nlets and any subsequent renewals.

This authorization will automatically expire upon the termination of the contract between City of Miami Springs, FL and American Traffic Solutions, Inc.; and, such authorization is limited to violations detected by the automated enforcement camera systems. By completing the information below and signing this letter, I am stating that I am a member of the City of Miami Springs, FL and have the authority to empower American Traffic Solutions, Inc. to use ORI AGENCY ORI for this function.

SUBSCRIBER INFORMATION

Subscriber Agency/Name

Nlets Agency ORI

Name/Title of Authorized Representative

Mailing Address

Telephone

Fax

Email

Signature of Authorized Representative

Date Signed

Attachment C
Exhibit Dec 1, 2016

**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment (this "Amendment") is dated effective this 15 day of November, 2016 and is entered into between American Traffic Solutions, Inc. ("ATS"), a Kansas corporation and the City of Miami Springs, Florida ("Customer"), a municipal corporation of the State of Florida.

RECITALS

WHEREAS, on or about July 26, 2011, Customer and ATS entered into a Professional Services Agreement, which was amended on or about June 25, 2013 ("First Amendment"); and

WHEREAS, Customer and ATS mutually desire to extend the term of the Agreement, modify the fee structure for current services, and add enhanced services to the Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, Customer and ATS hereby agree as set forth below:

1. The execution of this Amendment shall serve as written notice by the City to ATS, pursuant to Section 3. Term and Termination of the Agreement, to extend the Agreement for an additional five (5) year term. Notwithstanding anything in the Agreement to the contrary, the parties agree the "Start Date" of this new five (5) year term shall be December 1, 2016 and each five (5) year renewal period going forward shall have a Start Date of December 1st, however if a camera system is installed subsequent to the effective date of this Amendment, the term of the Agreement shall be five (5) years from the first issued and payable citation from the last camera installed. The remaining renewal terms and conditions in Section 3. Term and Termination of the Agreement shall remain unchanged, except any future renewal terms must be mutually acceptable to each party as indicated in writing.
2. Section 1.0 of Exhibit A of the Agreement is hereby modified to change the price per camera per month from a lane-based pricing structure to a flat monthly fee of \$4,250 per camera per month for any camera installed prior to the effective date of this Amendment and \$4,750 per camera per month for any camera installed subsequent to the effective date of this Amendment.
3. **Option For Enhanced Video Services.** Upon FDOT granting permits for, or otherwise approving the use of, enhanced video services, ATS agrees to make available to Customer such video system enhancements that permit Customer to perform remote video retrieval and video streaming for the five (5) existing Camera Systems installed as of the effective date of this Second Amendment—should Customer provide ATS with written notice of its desire to implement such enhancements. In such event, fees shall be as indicated below, which are not included in the flat monthly service fee set forth in Section 1.0 of Exhibit A of the Agreement.

ATS shall make the system enhancements to allow for ATS Live to be available to Customer at ATS' expense, except that Customer shall be responsible for Data Plan Use fees. Customer understands the standard fee for ATS Live AutoPatrol Add-On System of \$1,650 per camera will be waived. ATS Live includes 30 minutes per camera per month at no charge. Each Camera System's allotted amount of minutes can be shared across all systems. For instance, if five (5) Camera Systems are to be equipped with ATS Live, the first 150 minutes to be shared across those five (5) Camera Systems every month will be free of charge to the Customer. If more than 150 minutes is used per month then each additional block of 30 minutes to be shared across all Camera Systems will cost the Customer \$30 per block

4. The parties agree that the Enhanced Video Services shall be subject to the following provisions:
 - i. Historical video is stored at the Camera site for a time period of at least 30 days pursuant to the Customer's direction to retain the video for the period specified in the State of Florida General Records Schedule GS1-SL, Section 302, after which time the video is overwritten.

- ii. Requested video files pursuant to the Enhanced Video Services will be available for Customer download within 1 business day of request and will be available for retrieval for 30 days, consistent with State of Florida General Records Schedule GS1-SL, Section 302.
 - iii. Customer acknowledges that once it obtains a requested video file, it is responsible for any preservation, and associated storage requirements that may be required by law for said video file. Consistent with Section 6 below, Customer agrees that since the requested video file is not required by ATS to continue to perform the service outlined in this Agreement, the video file and any resulting public records shall be transferred to Customer prior to the termination of the Agreement and Customer shall serve as the records custodian for any said public records created. Customer agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for data or information obtained through the Enhanced Video Service, whether by formal public records request or otherwise. ATS shall not be responsible for any storage, storage costs or public records requests pertaining to the historical video beyond maintaining public records consistent with the records retention schedule specified by the Customer in this Agreement and consistent with the process outlined in Section 6.
 - iv. Video file requests from historical video are limited to 30 minutes. If additional footage is required, additional requests may be made by Customer.
 - v. To avoid unintended data usage charges, streaming video is limited to 10-minute sessions. After 10 minutes, users will be prompted to reconnect.
 - vi. Customer understands they are solely responsible for the proper use of video gathered through any video enhancement.
5. **Option for Automated License Plate Recognition (ALPR) System.** Upon FDOT granting permits for, or otherwise approving the use of ALPR systems, and upon the availability of an ALPR system that meets the Customer's needs, ATS agrees to make ALPR systems available to Customer on the five (5) existing Camera System sites —should Customer provide ATS with written notice of its desire to implement ALPR. In such event, ATS shall make ALPR available to the Customer. Pricing for the ALPR system shall be in writing, through an amendment to the Agreement, and mutually agreed to by the parties prior to installation.
6. The Agreement shall be modified to include the following provision:
- "a. Public Records: As required by Section 119.0701, Florida Statutes, ATS hereby specifically agrees to comply with the public records laws of the State of Florida. ATS specifically agrees to:
- i. Keep and maintain public records required by City in order to perform the service.
 - ii. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if ATS does not transfer the records to City.
 - iv. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of ATS or keep and maintain public records required by City to perform the project scope of services. If ATS transfers all public records to City upon completion of the Agreement, ATS shall

destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ATS keeps and maintains public records upon completion of the Agreement, ATS shall meet all applicable requirements for maintaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with the information technology systems of City.

v. In the event ATS fails to comply with a public records request, City shall be authorized to enforce this contractual provision.

vi. **IF ATS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ATS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

1. Erika Gonzalez Santamaria, City Clerk
201 Westward Drive
Miami Springs, FL 33166

7. The following is added to the Agreement as section 9A. to section 9. Ownership of System:

"9.A. Notwithstanding anything in the Agreement to the contrary, ATS retains the sole and exclusive ownership rights to all meta-data, business intelligence, or other analytics obtained, gathered, or mined by ATS from the program data and that such information is deemed proprietary and confidential to ATS. However, ATS grants the Customer a license to use the photographic and video images produced by the Camera Systems for any and all lawful governmental purposes, including complying with any public records requests."

8. The provisions of the Agreement, as amended by this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.

9. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

AMERICAN TRAFFIC SOLUTIONS, INC.

CITY OF MIAMI SPRINGS

Signature: _____

Signature:  _____

Name/Title: _____

Name/Title: William Alonso, City Manager

Date: _____

Date: November 15, 2016

RESOLUTION NO. 2021-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, RESCINDING AND REPEALING RESOLUTION NO. 2019-3841 WHICH URGED THE MIAMI-DADE COUNTY TRANSPORTATION PLANNING ORGANIZATION TO CONFIRM AND ACCELERATE THE ALLOCATION OF FUNDING FOR THE MIAMI SPRINGS OKEECHOBEE STATION SMART TRAIL CONNECTOR; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 26, 2019, the City of Miami Springs (the “City”) adopted Resolution No. 2019-3841 urging the Miami-Dade County Transportation Planning Organization (the “TPO”) to take all necessary actions to confirm and accelerate the allocation of funding for the design and construction of the Miami Springs Okeechobee Station SMART Transit Connector, also known as the “Pedestrian Bridge Project,” (the “Project”), making a priority this first and last mile transit solution for current and future Metrorail passengers from the City and surrounding areas, and further urging the State of Florida and the United States Government to allocate funding to assist in the advancement of the SMART Transit Connector; and

WHEREAS, on June 29, 2021, after learning that preliminary work on the Project was set to start in October 2021, the City held an informational workshop for the public and an overwhelming amount of residents expressed serious concerns related to traffic, parking, crime, and quality of life issues, which led the City Council to reconsider Resolution No. 2019-3841; and

WHEREAS, on August 9, 2021, the City Council, after considering the needs of the City’s stakeholders and receiving additional information about the Project, adopted a motion expressing the City Council’s opposition to the Project, requesting that all government agencies involved in the Project indefinitely end the proposed Project, directing the City Attorney to draft a resolution rescinding Resolution No. 2019-3841, and directing that the draft minutes from the August 9, 2021 City Council meeting be immediately transmitted to Miami-Dade County, the TPO, the Florida Department of Transportation (FDOT), and any other government agencies involved in the Project to inform those agencies of the City’s opposition to the Project; and

WHEREAS, the City Council wishes to rescind and repeal Resolution No. 2019-3841; and

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

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

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

Section 2. Rescinding Resolution No. 2019-3741. That Resolution No. 2019-3741 is hereby rescinded and repealed in its entirety.

Section 3. Transmittal. That the City Clerk is directed to transmit a certified copy of this Resolution to the Miami-Dade County Mayor, the Miami-Dade County Commission, the TPO, and the Florida Department of Transportation (FDOT).

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

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

Vice Mayor Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 23rd day of August, 2021.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

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

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

RESOLUTION NO. 2019 – 3841

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, URGING THE MIAMI-DADE COUNTY TRANSPORTATION PLANNING ORGANIZATION CONFIRM AND ACCELERATE THE ALLOCATION OF FUNDING FOR THE MIAMI SPRINGS OKEECHOBEE STATION SMART TRAIL CONNECTOR, A FIRST AND LAST MILE TRANSIT SOLUTION; URGING THE STATE OF FLORIDA AND THE UNITED STATES GOVERNMENT TO PROVIDE FUNDING IN FURTHERANCE OF THE PROJECT; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Okeechobee Metrorail Station (the “Station”) is conveniently located near the City of Miami Springs (the “City”); and

WHEREAS, the Station and the City, unfortunately, are separated by the, Florida East Coast Railway Lines, the Miami River Canal and Okeechobee Road, creating a situation which is not pedestrian friendly and relegates Metrorail passengers from the City to having to use their vehicles for first and last mile connection to the Station; and

WHEREAS, the City believes that a pedestrian bridge over the aforementioned obstacle would more efficient and effective connection between the Station and the City; and

WHEREAS, the Miami-Dade Transportation Planning Organization has identified such a project as the “Miami Springs-Okeechobee Station SMART Trail Connector” (or “Smart Trail Connector”) as a project that serves as first and last mile transportation solution, with funding slated for design and construction in fiscal years 2020 and 2023; and

WHEREAS, the City desires to encourage the TPO to confirm and accelerate the funding for the SMART Trail Connect to bring immediate traffic relief and transit options to the City.

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

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

Section 2. Recommended Position. The Miami-Dade County Transportation Planning Organization is hereby urged to take all necessary actions to confirm and accelerate the allocation of funding for the design and construction of the Miami Springs Okeechobee Station SMART Transit Connector, making a priority this first and last mile transit solution for current and future Metrorail passengers from the City and surrounding areas. The State of Florida and the Government of the United States is hereby urged to allocated funding to assist in the advancement of the SMART Transit Connector.

Section 3. Transmittal. The City Clerk is hereby directed to transmit a copy of this Resolution to the Honorable Rebeca Sosa, Commissioner, Miami-Dade County Board of County Commissioner, District 6, to the Members and Executive Director of the Miami-Dade County Transportation Planning Organization, the Honorable Carlos Gimenez, Mayor, Miami-Dade County, the Honorable Bryan Avila, Representative of the State of Florida, District 111, the Honorable Manny Diaz Jr., Senator of the State of Florida, District 36, the Honorable Ron Desantis, Governor of the State of Florida, the Honorable Mario Diaz-Balart, United States Representative, District 25, the Honorable Marco Rubio and Rick Scott, Unites States Senators, Florida, and such other individuals and/or offices as may be necessary to advance to the position taken herein

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

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

Vice Mayor Bob Best	<u>YES</u>
Councilman Marie Puente Mitchell	<u>YES</u>
Councilwoman Mara Zapata	<u>YES</u>
Councilman Jaime Petralanda	<u>YES</u>
Mayor Billy Bain	<u>NO</u>

PASSED AND ADOPTED this 26th day of August, 2019.

ATTEST:


ERIKA GONZALEZ-SANTAMARIA, MMC
CITY CLERK




BRYAN DAIN, MAYOR

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


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

RESOLUTION NO. 2021-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ACCEPTING AN ALLOCATION OF \$6,970,380 IN CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS FROM THE U.S. DEPARTMENT OF TREASURY UNDER THE AMERICAN RESCUE PLAN ACT; APPROVING AN AMERICAN RESCUE PLAN ACT CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in order to facilitate the ongoing recovery from the COVID-19 pandemic, Congress adopted The American Rescue Plan Act of 2021 (the “ARPA”), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments (the “Fiscal Recovery Funds”); and

WHEREAS, the ARPA allocated a portion of the Fiscal Recovery Funds to be paid to the State of Florida for distribution to non-entitlement units of local government, such as the City of Miami Springs (the “City”); and

WHEREAS, the State of Florida, Division of Emergency Management (the “Division”) received a portion of the Fiscal Recovery Funds from the U.S. Department of Treasury (the “Treasury”) and is responsible for disbursing to the City its allocation of \$6,970,380.00 (the “Allocation”); and

WHEREAS, the City Council desires to accept the Allocation, including each installment of Funds provided by the Treasury; approve the American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement with the Division attached hereto as Exhibit “A” (“the Agreement”) and authorize the City Manager to execute any required or

related agreements, amendments, or documents which are required to implement the purposes of this Resolution and the Agreement; and

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

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

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

Section 2. Allocation Accepted. That the City Council hereby accepts the Allocation as awarded by the Treasury, including each installment of Funds provided by the Treasury, as provided for by the Agreement.

Section 3. Approval. That the City Council hereby approves the Agreement, in substantially the form attached hereto as Exhibit "A."

Section 4. Authorization. That the City Manager is hereby authorized to execute the Agreement, in substantially the form attached hereto as Exhibit "A," and any required or related agreements, amendments, or documents which are required to implement the purposes of this Resolution and the Agreement, subject to the approval of the City Attorney as to form, content, and legal sufficiency.

Section 5. Implementation. That the City Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

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

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

Vice Mayor Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this ____ day of August, 2021.

ATTEST:

MARIA PUENTE MITCHELL
MAYOR

ERIKA GONZALEZ, MMC
CITY CLERK

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

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

**AMERICAN RESCUE PLAN ACT
CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT**

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the “Division”) and Miami Springs, City of (the “Non-Entitlement Unit” or “Recipient”).

RECITALS

- A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act (“ARPA”), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic (“Fiscal Recovery Funds”); and
- B. Following the enactment of ARPA, the U.S. Department of the Treasury (“Treasury” or “Secretary”) released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,¹ and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement (“Treasury Guidance”); and
- C. ARPA allocated **\$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
- D. The Secretary disbursed **\$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
- E. A remaining balance of **\$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
- F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
- G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
- H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

- (1) RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.
- (2) TERM. This Agreement shall be effective **upon execution** and shall end on **December 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.
- (3) FUNDING. The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government’s allocation based on the list of non-entitlement units published by Treasury and based upon the State’s calculation of the Recipient’s proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **\$6,970,380.00**.
- (4) USE OF FISCAL RECOVERY FUNDS
 - a. The State, through the Division, will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make an initial disbursement to the non-entitlement

¹ <https://www.regulations.gov/document/TREAS-DO-2021-0008-0002> | Federal Register, Vol. 86, No. 93, Pg. 26786 (“Federal Register”)

unit of local government of 50% of the total amount allocated to the non-entitlement unit.² Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make a second disbursement to the non-entitlement unit of local government.

- b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
- c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024³, such as:
 - i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
 - iv. to make necessary investments in water, sewer, or broadband infrastructure.
- d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
 - i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
 1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;⁴
 2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;⁵
 3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;⁶
 4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;⁷ and
 5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.⁸
 - ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance’s definition of “essential work.”⁹ Examples of essential workers include, but are not limited to:
 1. Staff at nursing homes, hospitals, and home care settings;
 2. Workers at farms, food production facilities, grocery stores, and restaurants;
 3. Janitors, truck drivers, transit staff, and warehouse workers
 4. Public health and safety staff;
 5. Childcare workers, educators, and other school staff; and

² “First Tranche Amount,” American Rescue Plan Act of 2021, H.R. s. 601(b)(7) “Timing”

³ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

⁴ See Federal Register, pg. 26790.

⁵ *Id.*

⁶ *Id.* at 26791

⁷ *Id.* at 26791-26797

⁸ *Id.*

⁹ *Id.* at 26797

6. Social service and human services staff.¹⁰
- iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.¹¹
- iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.¹²
- e. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

(5) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” including the cost principles and restrictions on general provisions for selected items of cost.
 - i. The following 2 CFR policy requirements apply to this assistance listing¹³:
 - Subpart B, General provisions;
 - Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
 - Subpart D, Post Federal; Award Requirements;
 - Subpart E, Cost Principles; and
 - Subpart F, Audit Requirements.
 - ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).
- b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(6) NOTICES

- a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.
- b. In accordance with section 215.971(2), Florida Statutes, the Division’s Program Manager will be responsible for enforcing performance of this Agreement’s terms and conditions and will serve as the Division’s liaison

¹⁰ *Id.*

¹¹ *Id.* at 26799

¹² *Id.* at 26802

¹³ As defined in 2 C.F.R. § 200.1

with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.

- c. The Division's Program Manager for this Agreement is:

Erin White
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4458
Email: Erin.White@em.myflorida.com

- d. The name and address of the representative responsible for the administration of this Agreement is:

Melissa Shirah
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4455
Email: Melissa.Shirah@em.myflorida.com

- e. The contact information of the representative of the Recipient is:

Authorized Representative:

Title:

Address:

Telephone:

Email:

(7) PAYMENT

- a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:
- i. Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
 - ii. Authorized representative name, title, and email;
 - iii. Contact person name, title, phone, and email;
 - iv. Financial institution information (e.g., routing and account number, financial institution name and contact information);
 - v. Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
 - vi. Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
 - vii. Signed Award Terms and Conditions Agreement (Attachment E).
- b. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

(8) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(9) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).
- b. When conducting an audit of the Recipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.
- d. The Recipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.
- e. The Recipient must send copies of reporting packages required under this paragraph directly to each of the following:
 - i.

The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii.

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(10) REPORTS

- a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
- b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
- c. The Recipient must provide additional program updates or information if requested by the Division.

(11) LIABILITY.

Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(12) TERMINATION

- a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes.
- b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
- c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

(13) MISCELLANEOUS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions

- or any material changes will, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
 - c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
 - d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
 - e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
 - f. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
 - g. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
 - h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
 - i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
 - j. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
 - k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
 - l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
 - m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
 - n. The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
 - o. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
 - p. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specific agreement period.

- q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Secretary.
- r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

(14) LOBBYING PROHIBITION

- a. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- d. The Recipient certifies the following:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 the awarding of any Federal contract, the making 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.
 - ii. 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 Recipient must complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities.”
 - iii. The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.
 - iv. 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 and not more than \$100,000 for each such failure.

(15) REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT

- i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

- i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

“Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.”

- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

“Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).”

e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

“Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.”

(16) ATTACHMENTS. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Exhibit 1	Funding Sources
Attachment A	ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
Attachment B	Certification Regarding Lobbying
Attachment C	Program Statutes and Regulations
Attachment D	Statement of Assurances
Attachment E	Award Terms and Conditions

(17) LEGAL AUTHORIZATION. The Recipient certifies that its governing body has authorized the Recipient’s execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

RECIPIENT

Miami Springs, City of

By:

Name and title:

Date:

FEIN : 596000374

DUNS : 020542932

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: **Kevin Guthrie, Director**

Date: _____

Exhibit 1

Funding Sources

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF THE FOLLOWING:

State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRF)

Catalog of Federal Domestic Assistance number: 21.027

Amount of State Funding: **\$6,970,380.00**

Attachment A

ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification

I, _____, am the Authorized Agent of Miami Springs, City of (“Recipient”) and I certify that:

1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida (“State”) for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, Title VI (March 11, 2021).
2. I have submitted to the State the Recipient’s Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.
3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.
4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.
5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury’s Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
8. I acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.
9. I acknowledge that the Recipient’s proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:
 - a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - b. to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or
 - d. to make necessary investments in water, sewer, or broadband infrastructure.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

By:

Signature:

Title:

Date:

Attachment B
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Recipient, _____, certifies, to the best of his or her knowledge 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making 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 any 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients 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 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Recipient, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By:
Signature:
Title:_
Date: _

Attachment C

Program Statutes and Regulations

42 U.S.C. 801 Social Security Act	Coronavirus State and Local Fiscal Recovery Funds
Title 31, Part 35, Code of Federal Regulations	Treasury Interim Final Rule
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Miami Springs, City of

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:

Miami Springs, City of

Address:

DUNS Number: 020542932

Taxpayer Identification Number: 596000374

Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Miami Springs, City of

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and

Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are

determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



AGENDA MEMORANDUM

Meeting Date: August 23, 2021

To: The Honorable Mayor Maria Puente Michell and Members of the City Council

Via: William Alonso, City Manager / Finance Director

From: **Councilwoman Jacky Bravo**

Subject: Request for an Agenda Item to be forwarded to the Board of Parks and Parkways for their next meeting

I would like to recommend that we include an agenda memo on the next Board of Parks & Parkways meeting to consider the following:

- 1) To discuss and advise on a comprehensive approach to make Ragan Park a functional park with a purpose of benefiting the community and surrounding residents.
- 2) Make recommendations to the city if there are any possible lands to potentially acquire as a possible avenue for an additional park or green space in the future.
- 3) Make recommendations of areas within the city on public property and swales that could benefit from deciduous trees as in Oak Trees and or other canopying trees that will provide ample shaded areas.
- 4) Inform city of possible outlets to acquire grant money to fund parks and green space projects.

Investment Benefit:

- Increases the neighborhoods curb appeal and property values
- Promotes protection of Miami Springs bird sanctuary and provides wildlife habitat
- Better air and water quality
- Reduced storm water runoff, conserves water, reduces soil erosion, extends the life of pavement
- Stores carbon
- Absorbs noise
- Saves energy (For example: reduces cooling expenses in the summer months for both commercial and residential)
- Enhances community economic stability by attracting businesses. (For example; People linger and shop longer along tree-lined streets. Apartments and offices in shaded areas rent more quickly, have higher occupancy rates and tenants stay longer.
- Adds natural character and impacts moods and emotions creating feelings of relaxation and well-being.

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September 11th 20th Anniversary Ceremony

Location: Park St in Front of Police and Fire Stations

Time: 8:15am

Date: Saturday September 11th, 2021

8:15am: Attendees Arrive

8:20 am: MC welcoming everyone and the Playing of the National Anthem/ Reciting of the pledge.

(sound and music provided by DJ)

8:25am: Invocation (speaker TBD)

8:28am: MC introduces attendees and says a few words in regards to why we are gathering.

8:38am: Poem recited by Police Officer or Firefighter

8:46am: MC begins Moment of Silence at exact time of First plane hitting the tower.

8:48am: Taps played on Trumpet

Wreath set out in front of both Police and Fire Stations

8:55am: Ceremony Concludes

Details:

MC: Councilman Bob Best

Invocation: Ask if a member of council would like to deliver this. If not, we will reach out to a local cleric.

Location: We chose this location to incorporate our Police and Firefighters. We wanted to make this Ceremony have its own unique feel. The Street would be blocked from Westward Dr north to Nahkoda Dr. If Fire needs to respond to a call they will exit through Nahkoda Dr.