



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, September 13, 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:** Mayor Maria Mitchell
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:** None.
- 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) August 16, 2021 – Budget Workshop
 - B) August 23, 2021 – Regular Meeting
- 7. Reports from Boards & Commissions:** None.
- 8. Public Hearings:**
 - A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Adopting The Proposed Millage Rate For Fiscal Year 2021-2022 In The Amount Of 7.2760 Mills, Which Is 0.92% Higher Than The Roll-Back Rate Of 7.2095 Mills, To Balance The General Fund For Fiscal Year 2021-2022; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Adopting A Tentative Budget For The Fiscal Year Commencing October 1, 2021 And Ending September 30, 2022; Confirming Date Of Second Public Hearing; And Providing For An Effective Date

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

A) **Recommendation** – Recommendation by Public Works that Council approve an increase in the amount of \$15,000.00 to the City’s current open purchase order with Sunbelt Hydraulics, utilizing Miami Dade County under contract #FB-00399 (attached), for an overall amount not to exceed \$65,000.00 for parts & repairs on trucks, for the remainder of this fiscal year, as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(5) 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 The South Florida Financial Crimes Strike Force Voluntary Cooperation Mutual Aid Agreement With The Miami-Dade State Attorney’s Office; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting A State Appropriation Of \$1,500,000; Approving A State-Funded Grant Agreement With The Florida Department Of Environmental Protection (FDEP) Relating To The East Drive Stormwater And Roadway Improvement Project; Providing For Authorization; And Providing For An Effective Date

12. Other Business:

A) Report from Councilman Vazquez on the Miami-Dade League of Cities meeting of September 8th with an update on Vice Chair Gilbert’s RTZ Plan

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, September 13, 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



City of Miami Springs, Florida

City Council Workshop Meeting Minutes

Monday, August 16, 2021, 6:00 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 6:00 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)
Human Resource Director Bill Collins
Golf Director Paul O'Dell (via Zoom)
Golf Superintendent Laurie Bland (via Zoom)
Police Chief Armando Guzman
Police Executive Assistant Ariadna Quintana
Recreation Director Omar Luna
Elderly Services Manager Tammy Key

- 2. Invocation:** Offered by Councilwoman Jacky Bravo
Salute to the Flag: The audience participated.

- 3. Workshop on Proposed Fiscal Year 2021-2022 Budget**

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

Mr. Alonso updated the City Council with changes made during the first budget workshop. He stated that millage still maintained at 7.3300 with a surplus of \$68,669. He listed several items that the Council set aside from the prior workshop, such as cutting the City Events line item, increasing the City's donation to the River Cities Festival, increasing the subsidy for the Historic Society, and a new marquee at the Circle. He then discussed the ARPA funding and its effect on the annual budget, he stated that the increase in surplus would then be at \$129,671.00. He later introduced the Human Resources Director, Bill

Collins.

I. Human Resources

Mr. Alonso introduced Bill Collins, the Human Resources Director. The budget an increase in health and COLA for employees. The budget is 3.8% higher, or \$10,483 than the FY20/21.

Mr. Collins was available to answer any of the Council's questions. Mr. Collins stated that he will prepare tuition reimbursement program proposal for the upcoming meeting. There were no further changes to this portion of the budget.

II. City Attorney

Mr. Alonso explained that the proposed budget is \$12,322 higher than the current year. There were no changes to the City Attorney's budget.

III. Golf

City Manager/Finance Director Alonso stated that the Golf Department budget is \$20,673 higher than last year. The proposed budget includes the increase of the State minimum wage.

Golf Director Paul O'Dell answered the Council's questions. Golf Course Maintenance Superintendent Laurie Bland were present to answer questions regarding the golf maintenance budget; no further changes were made.

IV. City Manager

Mr. Alonso stated that the City Manager's budget is \$152,261.00 lower than last year mainly due to the gift card program and the temperature scanners which were reimbursed by FEMA. He stated that the City Manager budget includes \$45,000 for lobbyist services and \$5,000 for legal costs related to the annexation lawsuit.

There were no further changes in this portion of the budget.

V. Parks and Recreation

i. Administration

The total budget includes an increase of \$154,234 this upcoming fiscal year. This portion of the budget, Administration is \$54,945 higher than the previous year. The increase is due to the State's minimum wage increase to \$10.00/hr., health costs, and COLA. There is a request for capital improvements in the amount of \$205,000 which include \$100,000 for new raquetball courts, \$80,000 to repaint the community center building, \$25,000 for a

pickup truck, and \$20,000 to resurface the tennis courts. The Pelican Playhouse will receive a subsidy of \$29,000 for the upcoming year.

Parks and Recreation Director Luna and Finance Director Alonso answered the Council's questions.

ii. Pool

Mr. Alonso stated that the proposed budget for the Pool is approximately \$13,848 higher for the new fiscal year. Increase is due to the minimum wage increase state-wide, health costs, and COLA.

Parks and Recreation Director Omar Luna and City Manager Alonso answered Council's questions.

iii. Tennis

Finance Director William Alonso stated that the Tennis operation is the same amount as last year, \$42,400; budget includes \$20,000 for resurfacing of two tennis courts. There were no questions regarding this budget.

iv. Park Maintenance

The Park Maintenance budget is approximately \$85,423 higher than the current year. Budget includes additional part-time staff. There were no further actions on this portion of the agenda.

VI. Elderly Services

City Manager/Finance Director Alonso stated that the Elderly Services budget is approximately \$137,527 or 15.8% higher than the previous year. This includes costs for the new Senior Center building as well as additional staffing, health, fitness and art instructors. The Center will be receiving \$215,000 in LSP funding which was approved by the State.

Elderly Services Manager Tammy Key answered Council's questions to their satisfaction. There were no further discussions on this section of the budget.

VII. Police

Mr. Alonso commented that the Police Department budget is \$252,333 increase than last year. Increase of 3% pay raise in accordance with FOP contract. Increasing staff from 45 to 46, with an additional police officer. Also includes, a retiring police officer payout of \$67,430.00 and a request for new equipment which totals \$78,255.00.

Police Chief Guzman answered Council's questions to their satisfaction. There was no

further action on this section of the budget.

VIII. LETF Fund

The proposed budget is \$156,563 for the upcoming fiscal year. The Community Policing Office, except for personnel, is funded by the Law Enforcement Trust Fund based on federal forfeitures and guidelines, according to Chief Guzman. There were no changes in this portion of the agenda.

IX. Debt Service

Mr. Alonso explained that the budget shows an increase of \$53,337 or 3.2% higher. The increase is due to the new debt service payment of \$302,783 for capital expenditures which includes \$100,000 for new racquetball courts, \$80,000 for painting the Community Center, \$25,000 for a new truck for the Recreation Department, \$76,225 for Police equipment, \$17,668 for a new marquee sign, and \$1,860 for a new laptop in the PIO office.

4. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:50 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 13th day of September, 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 23, 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 Vice Mayor Bob Best
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 – September 2021 – 920 Plover Avenue – Victor and Kim Robles

Mr. and Mrs. Robles were 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 Robles Family.

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

Members of the Rotary Club were present for the drawing. Mayor Mitchell drew the name, Elsa Saavedra as the winner of the “Dining Out for a Year” raffle.

- C) Recognition of Fermin Ferro, City Hall Featured Artist of the Month of August

Mayor Mitchell announced that Mr. Ferro’s artwork is displayed in the City Hall lobby.

- 5. **Open Forum: The following members of the public addressed the City Council: Michael Gavila, 684 Morningside Drive.**

- 6. **Approval of Council Minutes:**

- A) June 28, 2021 – Regular Meeting
- B) August 2, 2021 – Budget Workshop
- C) August 9, 2021 – Regular Meeting

Vice Mayor Best moved to approve the minutes of June 28, 2021 Regular Meeting, August 2, 2021 Budget Workshop, and August 9, 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 there were no changes from the last meeting when the item was deferred. Mayor Mitchell opened the public hearing; there were no speakers. The public hearing closed. Police Chief Guzman and Capt. Deal were present to answer the Council’s questions.

Councilwoman Bravo moved to approve the Ordinance on second 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.

- 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

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 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

City Manager William Alonso read the Resolution by title. Orlando Torres, representing ATS 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, 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

City Attorney Haydee Sera read the Resolution by title.

Councilwoman Bravo 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, 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

City Manager William Alonso read the Resolution by title.

Councilman Fajet 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.

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)

Mayor Mitchell provided a brief recap on the item, she stated that the item may or may not go to the County Commission. She explained that the City will continue to monitor the issue and keep the residents informed.

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

Councilwoman Bravo read the staff memo for the record. She indicated that she would like the Board to discuss and advise on a comprehensive approach to make Ragan Park a functional park; make recommendations to the City if there are any land to potentially acquire for additional park or green space in the future; make recommendations of areas within the City on public property and swales that could benefit from deciduous trees and or other canopying trees that will provide ample shaded areas; inform the City of any grant money to fund parks and green space projects.

Vice Mayor Best moved to approve Councilwoman Bravo's request. 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 by City Manager Alonso to discuss commemorating the 20th Anniversary of 9/11

City Manager William Alonso read a description of events for the 9/11 ceremony on Saturday, September 11th from the staff report. The City Council conceded on the series of events for the ceremony.

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 Haiti donation location, and vaccination locations, dates and times.

C) City Council

Councilman Vazquez expressed his views on attending the new task force board meeting and that any member of the Council being able to attend and state expectations and goals to the task force. He wished the City a happy birthday.

Councilman Fajet also wished the City a happy birthday. He also wished everyone a wonderful start of the school year.

Councilwoman Bravo thanked everyone for the meeting and thanked the City Manager for the 9/11 ceremony.

Vice Mayor Best wished the City a happy 95th birthday.

Mayor Mitchell wished the City a happy birthday as well.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:35 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 13th day of September, 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.



AGENDA MEMORANDUM

Meeting Date: 09/13/21

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

From: William Alonso, City Manager

Subject: Proposed Tuition Reimbursement Program for General Employees

During the budget workshops, Staff discussed with Council on a proposal to provide tuition reimbursement to the general employees of the City. After research of other cities and what they offer, we have come up with a first-year proposal for consideration by Council:

- 1) For FY21-22, we can budget \$30,000 towards this program, and the annual funding amounts can be re-visited each budget year. This program would be on a first come, first served basis until the total funding is exhausted, and each employee would be limited to \$2,500 in annual reimbursement.
- 2) The City would offer its permanent full-time employees (who apply for and are approved) a partial tuition reimbursement for college courses. Courses must be from an accredited public or private academic institution, directly related to an employee's particular job, position, or assignment, and taken for academic credit toward a degree or certificate program. The reimbursement is conditioned upon achieving a grade of "C" or better, or equivalent, and is limited to \$2,500 per employee annually. Tuition reimbursement will be limited to tuition costs. The reimbursement will exclude scholarships, grants, employee discounts, and the like. Reimbursement will not cover instructional materials (books, software, etc.), application fees, testing fees, audit fees, parking fees, meals, and similar expenses.
 - A) Any employee who receives a tuition reimbursement shall remain employed by the City for a minimum of twelve (12) months from the date of completion of any college course for which the City has provided the employee a reimbursement. If the employee voluntarily leaves the employment of the City prior to the expiration of this time period, the employee shall repay the City all college tuition reimbursement received in the prior twelve (12) months.

This program is contingent on annual funding availability.

Since this program is currently not in the FY21-22 budget, we would need to adjust our millage rate in order to balance the budget. At the rate of 7.2760, the budget is currently balanced. At the rollback rate of 7.2095 the deficit would be \$84,496, and if we add this tuition program the deficit would increase to \$114,496. At a rate of 7.3000 the budget would be balanced and include the tuition program.

The following shows the increase/decrease in city property taxes to the average homestead taxable property at various millage rates if we add the Tuition program:

2020 Taxable Value	2020 Millage	2020 City Tax Bill	2021 Taxable Value	2021 Millage	2021 City Tax Bill	Increase/ Decrease
\$189,782*	7.3300	\$1,391	\$192,439*	7.2095	\$1,387	(\$4.00) Deficit \$115K
\$189,782	7.3300	\$1,391	\$192,439	7.2760	\$1,400	\$9.00 Deficit \$30K
\$189,782	7.3300	\$1,391	\$192,439	7.3000	\$1,405	\$14.00 Balanced

The following shows the increase/decrease in city property taxes to the average homestead taxable property at various millage rates without adding the Tuition program:

2020 Taxable Value	2020 Millage	2020 City Tax Bill	2021 Taxable Value	2021 Millage	2021 City Tax Bill	Increase/ Decrease
\$189,782*	7.3300	\$1,391	\$192,439*	7.2095	\$1,387	(\$4.00) Deficit \$85K
\$189,782	7.3300	\$1,391	\$192,439	7.2760	\$1,400	\$9.00 Balanced

*The Property Appraisers average taxable value for a homestead property in the city this year is \$192,439 since the Save our Homes increase this year is capped at 1.014% the average taxable value last year was based on a value of \$189,782. (\$189,782 X 1.104% = \$192,439)

The deficits noted above can be covered with reserves since we project the year end reserves will be about \$150,000 over the required 25% guideline. However, we will not have any excess surplus to work with next year in case of unforeseen costs and this may require us to go into the minimum reserve requirements.

RESOLUTION NO. 2021 – _____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ADOPTING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2021-2022 IN THE AMOUNT OF 7.2760 MILLS, WHICH IS 0.92% HIGHER THAN THE ROLL-BACK RATE OF 7.2095 MILLS, TO BALANCE THE GENERAL FUND FOR FISCAL YEAR 2021-2022; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 22, 2021, the City of Miami Springs (“City”) Council adopted Resolution No. 2021-3925 determining the proposed millage rate for the fiscal year commencing October 1, 2021 and further scheduled public hearings on the millage rate as required by Section 200.065, *Florida Statutes*, the first hearing to be held on Monday, September 13, 2021 at 7:00 P.M. and the second to be held on Monday, September 27, 2021 at 7:00 P.M; and

WHEREAS, on September 13, 2021, the City Council held its first public hearing to consider any adjustment of its proposed millage rate, adopt a proposed millage rate, and adopt a tentative budget for Fiscal Year 2021-2022 (“FY 2021-2022”), in accordance with Section 200.065(2)(c), *Florida Statutes*, and provide the general public a reasonable opportunity to speak and ask questions prior to the adoption of any measures by the City Council; and

WHEREAS, on September 27, 2021, the City Council will hold a public hearing to consider any adjustment of its proposed millage rate, adopt a final millage rate, confirm its rolled-back rate, and adopt a final operating budget for FY 2021-2022, in accordance with Section 200.065(2)(d), *Florida Statutes*; and

WHEREAS, the City Council has considered the general public’s comments regarding the proposed millage rate and has complied with the notice requirements of Florida law, and wishes to adopt the City’s proposed millage rate to balance the tentative budget for FY 2021-2022.

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. Proposed Millage Rate and Announcing Rolled-Back Rate. The City establishes a proposed millage rate of 7.2760 mills per \$1,000.00 of assessed property value within the City of Miami Springs, which is 0.92% greater than the rolled-back rate of 7.2095 mills per \$1,000.00 of assessed property value.

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

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

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

PASSED AND ADOPTED this 13th day of September, 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. 2021 – _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; CONFIRMING DATE OF SECOND PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 200.065, Florida Statutes, the Miami-Dade County Property Appraiser (“Property Appraiser”) has certified the taxable value within the City of Miami Springs (the “City”) for the year 2021, which includes all real property within the City; and

WHEREAS, on July 22, 2021, the City Council adopted Resolution No. 2021-3925 determining the proposed millage rate for the fiscal year commencing October 1, 2021 and further scheduled public hearings on the millage rate as required by Section 200.065, Florida Statutes, the first hearing to be held on Monday, September 13, 2021 at 7:00 P.M. and the second to be held on Monday, September 27, 2021 at 7:00 P.M; and

WHEREAS, the City Manager has submitted to the City Council a budget for Fiscal Year 2021-2022 showing estimates of revenues and expenditures, together with the character and object of expenditures and an estimate of all municipal projects pending or to be undertaken; and

WHEREAS, the City Council and the City Manager have reviewed the City’s proposed Fiscal Year 2021-2022 Budget, considered an estimate of the necessary expenditures contemplated for in the Budget, and determined the proposed millage rate levy of 7.2760 mills to provide the necessary funds for such expenditures.

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

Section 1. Recitals Adopted. That the above-stated recitals are hereby adopted and confirmed.

Section 2. Adopting Tentative Budget. The City’s Tentative Budget for the fiscal year commencing October 1, 2021 and ending September 30, 2022, is hereby

approved and adopted as set in Exhibit "A," attached hereto and incorporated herein ("Tentative Budget").

Section 3. Confirming Date of Second Public Hearing. The City confirms that it will hold a public hearing to finally adopt the millage rate and budget for fiscal year 2021-2022 on Monday, September 27, 2021 at 7:00 P.M.

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

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

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

PASSED AND ADOPTED this 13th day of September, 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

EXHIBIT A

TENTATIVE BUDGET

FISCAL YEAR 2021-2022

Funds	Revenues & Reserves	Expense Appropriations & Reserves
General Fund	\$19,472,402	\$19,472,402
Special Revenue Funds	\$2,866,640	\$2,866,640
Enterprise Fund	\$2,945,498	\$2,945,498
Debt Service Fund	\$1,684,256	\$1,684,256
TOTALS	\$26,968,796	\$26,968,796



AGENDA MEMORANDUM

Meeting Date: 9/13/2021

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

Via: William Alonso, City Manager/Fin. Director

From: Lazaro Garaboa, Public Works Director

Subject: Sunbelt Hydraulics

RECOMMENDATION:

Recommendation by Public Works that Council approve an increase in the amount of \$15,000.00 to the City's current open purchase order with Sunbelt Hydraulics, utilizing Miami Dade County under contract #FB-00399 (attached), for an overall amount not to exceed \$65,000.00 for parts & repairs on trucks, for the remainder of this fiscal year, as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION:

On October 12, 2020 Council approved an expenditure to Sunbelt Hydraulics for parts & repairs on trucks in the amount of \$50,000.00 and purchase order #210174 was created. As a result of several unforeseen repairs to our garbage trucks during the FY20/21, we are requesting to increase our current open purchase order by \$15,000. The extensive repairs were needed to maintain seamless service to our residents, substantiate the request for two new garbage trucks in FY21/22 that will help in reducing the costs of repairs to older trucks.

Submission Date and Time: 8/31/2021 10:16 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: _____	Dept./ Desc.: <u>Sanitation Fleet Maintenance</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: _____	Account No.: <u>430-3401-534-4510</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>50,000.00</u>
		Current request: \$ <u>15,000.00</u>
		Total vendor amount: \$ <u>65,000.00</u>



**CONTRACT AWARD SHEET
INTERNAL SERVICES DEPARTMENT**

BID NO.: fb-00399
PREVIOUS BID NO.: 5380-6/14-6
TITLE: PURCHASE OF OEM AND OE PARTS AND SVCS
CURRENT CONTRACT PERIOD: 03/01/2018 **THROUGH** 02/28/2023
TOTAL # OF OTRs: 1
CONTRACT AMOUNT: \$72,285,000.00
REQUISITION NO.:

SECTION #1 – APPLICABLE ORDINANCES

Living Wage: N **UAP:** Y **IG:** Y
Other Applicable Ordinances: UAP/IG
 when allowed by funding source

SECTION #2 – CONTRACT MEASURES

Local Preference: Y **Micro Enterprise:** N **Full Federal Funding:** N **Performance Bond:** N
Small Business Enterprise (SBE): Y **PTP Funds:** N **Partial Federal Funding:** N **Insurance:** Y
Miscellaneous:

SECTION #3 – CONTRACTING OFFICER

Name : Robert Mendoza
Phone : 305-375-4708
Fax : -
Email : Robert.Mendoza@miamidade.gov

SECTION #4 – BPO INFORMATION

1. ABCW1800253

Commodity ID	Commodity Name
060	AUTOMOTIVE MAINTENANCE ITEMS AND
Department	Department Allocation
SW*****	\$1,536,000.00
SP*****	\$180,000.00
FR*****	\$8,950,000.00
ID*****	\$46,825,000.00
MT*****	\$2,994,000.00
PD*****	\$90,000.00
PR*****	\$2,600,000.00
WS*****	\$7,200,000.00

2. ABCW1800254

Commodity ID	Commodity Name
060	AUTOMOTIVE MAINTENANCE ITEMS AND
Department	Department Allocation
AV*****	\$1,860,000.00
FR*****	\$50,000.00

3.	ABCW2100016	
	Commodity ID	Commodity Name
	060	AUTOMOTIVE MAINTENANCE ITEMS AND

SECTION #5 – AWARD INFORMATION

BCC Award: N
BCC Date: 01/23/2018
DPM Award: N
DPM Date: 10/31/2017
Additional Items Allowed:
Agenda Item No.:
Special Conditions:

SECTION #6 – VENDORS AWARDED

1. Vendor Name: KASSBOHRER ALL TERRAIN VEHICLES INC
DBA:
FEIN: 010492044
Suffix: 01
Street: 8850 Double Diamond Parkway
City: Reno
State: NV
Zip: 89521
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:
Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Evan Huckaby	777-8488258	-	-	evan.huckaby@beach-tech.com

2. Vendor Name: TOTAL TRUCK PARTS INC
DBA:
FEIN: 010552789
Suffix: 01
Street: 7270 NW 43 ST
City: MIAMI
State: FL
Zip: 33166
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: -

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
David Yglesias	305-5923673	-	-	INFO@PALMETTOTRUCK.COM

58. **Vendor Name:** SUNBELT HYDRAYLICS & EQUIPMENT INC
DBA: SUNBELT WASTE EQUIPMENT
FEIN: 650742385
Suffix: 02
Street: 2201 NW 22ND STREET
City: POMPANO BEACH
State: FL
Zip: 33069
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:

Micro Ent. :

Other:

Assigned Measures

Set Aside:

Selection Factor:

Bid Pref.:

Goal:

Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
MARIO P CHAVEZ	561-2748505	-	561-2748506	OFFICE@SUNBELTWASTE.COM

59. **Vendor Name:** SBHI INC
DBA:
FEIN: 650742385
Suffix: 03
Street: 2201 NW 22ND STREET
City: POMPANO BEACH
State: FL
Zip: 33069
FOB Terms: DEST-P
Delivery:
Payment NET30
Terms:
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:

Micro Ent. :

Other:

Assigned Measures

Set Aside:

Selection Factor:

Bid Pref.:

Goal:

Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
MARIO P CHAVEZ	561-2748505	-	561-2748506	

60. **Vendor Name:** OLD DOMINION BRUSH COMPANY, INC
DBA:
FEIN: 814164227
Suffix: 01
Street: 5118 Glen Alden Dr.



AGENDA MEMORANDUM

Meeting Date: September 13, 2021

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

Via: William Alonso, City Manager/Finance Director

From: *Armando Guzman 8/31/2021*
Armando Guzman, Chief of Police

Subject: Memorandum of Understanding between the City of Miami Springs Police Department and the South Florida Financial Crimes Strike Force

Recommendation: Recommendation by the Police Department that the Honorable Mayor and City Council approve the Miami Springs Police Department entering into a Mutual Aid Agreement (Attached, reviewed, and approved by City Attorney for legal sufficiency) to participate in with the South Florida Financial Crimes Strike Force.

Discussion/Analysis: This Memorandum of Understanding (MOU) would provide that this is a Multi-Agency Task Force headed by the Miami-Dade State Attorney's dedicated to the intensive investigation, preventative, and general law enforcement efforts primarily with regard to the investigation of illegal money laundering and drug trafficking operations and related crimes, in efforts to dismantle and disrupt the organizations committing such violations. The Miami Springs Police Department has been participating in the Strike Force since 2016 which has since led to numerous cases being solved, arrests, and confiscations of illicit drugs and substantial amounts of money being seized and put into the Law Enforcement Trust Fund, as it is our prosecutorial and civic responsibility to provide a safe place to live and work, in collaboration with our criminal justice partners.

Submission Date and Time: 8/31/2021 3:43 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u>	Dept. Head <i>Armando Guzman 8/31/21</i>	Dept./ Desc.: _____
Prepared by: <u>Ariadna Quintana</u>	Procurement: _____	Account No.: <u>N/A</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>N/A</u>
		Current request: \$ <u>N/A</u>
		Total vendor amount: \$ <u>N/A</u>

RESOLUTION NO. 2021-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE SOUTH FLORIDA FINANCIAL CRIMES STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT WITH THE MIAMI-DADE STATE ATTORNEY'S OFFICE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, various law enforcement agencies, including The City of Coral Gables Police Department, The City of Miami Police Department, The Office of the State Attorney of the Eleventh Judicial Circuit of Florida, The Town of Golden Beach Police Department, Florida International University Police Department, The City of North Miami Police Department, The City of Doral Police Department, The Village of Indian Creek Police Department, The City of Miami Springs Police Department, The City of Miami Gardens Police Department (the "Law Enforcement Agencies"), have joined together in a multi-jurisdictional Strike Force (hereinafter, the "Strike Force") intended to combat illegal money laundering, drug trafficking and other drug law violations, and related criminal violations and to disrupt organizations engaging in such activity through coordinated and long-term investigative, forfeiture, and prosecution efforts; and

WHEREAS, pursuant thereto, the Law Enforcement Agencies have agreed to utilize applicable state and federal laws to prosecute criminal, civil, forfeiture, and regulatory actions against identifiable violators, as appropriate; and

WHEREAS, the Law Enforcement Agencies desire to utilize the Strike Force as the sole method of facilitating state and local money laundering investigations that are not otherwise part of a joint federally-directed effort within their respective jurisdictions; and

WHEREAS, the Law Enforcement Agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary cooperation agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

WHEREAS, the Law Enforcement Agencies operate under an existing agreement and modifications thereto, which has been revised and is known as the South Florida

Financial Crimes Strike Force Voluntary Cooperation Mutual Aid Agreement (the “Agreement”) and reflects the continued and present focus of the efforts of the Law Enforcement Agencies in the Strike Force; and

WHEREAS, the City of Miami Springs (the “City”) Council wishes to join the Law Enforcement Agencies and the Strike Force in their efforts by approving Agreement (the “Agreement”) in substantially the form attached hereto as Exhibit “A,” authorizing the City Manager or Chief of Police to execute the Agreement, and taking such action as may be reasonably necessary in furtherance hereof; and

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

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

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

Section 2. Approval. That the City Council hereby approves the Agreement in substantially the form attached hereto as Exhibit “A.”

Section 3. Authorization. That the City Council hereby authorizes the City Manager or Chief of Police to execute the Agreement, in substantially the form attached hereto as Exhibit “A,” subject to the approval of the City Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the City Council hereby authorizes the City’s City Manager and Chief of Police to take any action which is reasonably necessary to implement the purpose of this Resolution and the Agreement.

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

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

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

PASSED AND ADOPTED this 13th day of September, 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

Voluntary Cooperation Mutual Aid Agreement



September 2021 - 2024

**SOUTH FLORIDA FINANCIAL CRIMES STRIKE FORCE
VOLUNTARY COOPERATION MUTUAL AID AGREEMENT
(September 2021)**

WHEREAS, the below subscribed law enforcement agencies have joined together in a multi-jurisdictional Strike Force (hereinafter referred to as the Strike Force) intended to combat illegal money laundering, drug trafficking and other drug law violations, and related criminal violations and to disrupt organizations engaging in such activity through coordinated and long-term investigative, forfeiture, and prosecution efforts; and

WHEREAS, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, forfeiture, and regulatory actions against identified violators, as appropriate; and

WHEREAS, the participating agencies desire to utilize the Strike Force as the sole method of facilitating state and local money laundering investigations that are not otherwise part of a joint federally-directed effort within their respective jurisdictions; and

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary cooperation agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

WHEREAS, the undersigned agencies acknowledge and recognize that they have been operating under the existing agreement and modifications thereto, that the agreement has continued in full force and effect, and express their present intent to renew and refine the original agreement and subsequent renewals thereof in order to better reflect the continued and present focus of the efforts of the agencies in this Strike Force;

NOW THEREFORE, the parties agree as follows:

Each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the Miami-Dade State Attorney's Office (SAO) to implement within the jurisdictional and other limits as noted herein the Financial Crimes Strike Force for the purposes and goals indicated.

Parties To This Agreement:

- | | |
|---|---|
| --The City of Coral Gables Police Department, | --The City of North Miami Police Department, |
| --The City of Miami Police Department | --The City of Doral Police Department |
| --The Office of the State Attorney of the Eleventh
Judicial Circuit of Florida | --The Village of Indian Creek Police Department |
| --The Town of Golden Beach Police Department | --The City of Miami Springs Police Department, |
| --Florida International University Police Department | --The City of Miami Gardens Police Department |

A party other than those listed on page one may, at the request of the SAO and with the approval of the Strike Force Steering Committee, enter into this Agreement as evidenced by its signing of this Agreement. Any party may cancel its participation in this Agreement upon delivery of written notice of cancellation to the Executive Director of the South Florida Financial Crimes Strike Force (Strike Force Director), who shall immediately notify other participating parties of the cancellation.

**NATURE OF LAW ENFORCEMENT ASSISTANCE AND VOLUNTARY
COOPERATION TO BE RENDERED:**

1. The Strike Force is to effect dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to the investigation of illegal money laundering and drug trafficking operations and related crimes, and in efforts to dismantle and disrupt the organizations committing such violations. The principal goal of the Strike Force shall be the coordinated investigation of, and successful prosecution of perpetrators of such crimes, with particular emphasis on efforts designed to identify and dismantle organized criminal enterprises. Such efforts shall include, but are not limited to, undercover operations designed to detect illegal activity and to identify those involved in such activity including those directing or otherwise controlling such activity, interception of communications related to such activity as may be authorized by law, the arrest and prosecution of those involved (utilizing state and federal or other prosecutions, as appropriate); the seizure and forfeiture of assets of those engaged in such activity or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate); the prosecution of regulatory and civil actions designed to end such criminal activity, as appropriate; and the referral of investigative leads and intelligence to such other federal, state, foreign or local law enforcement authorities as may be required and appropriate under the Strike Force's operations. In recognition that such efforts transcend jurisdiction limits, it is the intent of this voluntary cooperation agreement to assure the continued functioning of law enforcement in areas where such limits might otherwise thwart major law enforcement efforts.
2. The Parties to this Agreement are contributing personnel and resources in support of the Strike Force efforts, with the operations of the Strike Force being coordinated by the SAO and other Strike Force members. No agency will participate in the Strike Force unless it provides resource contributions and operates within the operational parameters related to Strike Force efforts as required of it by the Steering Committee or the SAO.
3. Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by an employee as a member of the employee's Agency. Nothing herein shall otherwise limit the ability of participating Strike Force members to provide, as provided by or allowed by law, such assistance in any enforcement action unrelated to Strike Force operations as may be lawfully requested by a law enforcement officer having jurisdiction over any such incident, crime or matter under consideration. However, extension of jurisdiction under the authority of this Agreement shall occur only as provided below.

**EXTENSION OF PARTICIPANTS' JURISDICTION; COMMAND AND
SUPERVISORY RESPONSIBILITY; STEERING COMMITTEE;
NOTIFICATION REQUIREMENTS**

1. The principal sites of Strike Force activity are Miami-Dade County, Broward County and Monroe County but Strike Force activities may occur elsewhere within the State of Florida consistent with the purpose and terms of this Agreement. As provided by Section 23.127(1), Florida Statutes, a Strike Force member engaged in an authorized Strike Force operation outside the member's jurisdiction but inside the State of Florida that is pursuant to, and consistent with, the purpose and terms of this Agreement shall have the same powers, duties, rights, privileges, and immunities under the laws of the State of Florida as if the member was performing duties inside the member's jurisdiction as provided by the "Florida Mutual Aid Act" and this Agreement.

2. Whenever Strike Force activities outside of Miami-Dade County, Broward County or Monroe County have resulted in an arrest or seizure of property, the Sheriff of the County or the Chief of Police of the municipality in which such activities have occurred shall be notified of the Strike Force's actions within the sheriff's or chief's jurisdiction.
3. Members of the Strike Force operating outside their normal jurisdictions recognize that their extra-territorial powers and authority are, unless otherwise supported by law, derived by and through this Agreement. Activities shall be considered authorized and under the authority of this Agreement when the activities have been approved and are under the overall direction of the Deputy Director, Deputy Commander or command designee assigned to the Strike Force. No extension of jurisdiction or authority is granted solely by reason of this Agreement for law enforcement activities unless they are approved and supervised as provided herein and are related to Strike Force operations, or have been encountered directly incident to an approved and supervised Strike Force operation.
4. a. A participating agency can work other money laundering investigations outside investigations handled under this agreement and through the Strike Force only upon approval by the Steering Committee. Absent such specific approval, all participating agencies agree to utilize the Strike Force as the exclusive means to engage in state or local investigations of all money laundering cases conducted by their agency personnel other than investigations conducted as part of a federally-directed joint operation. Notwithstanding this provision, an agency encountering money-laundering incidental to another investigation may initially continue its investigative efforts until such time as the Strike Force accepts the investigation or approval for the agency to work the case outside the Strike Force is granted. If the Strike Force Steering Committee declines to include a particular state or local money laundering investigation within its operations, a Strike Force participating agency will be free to independently pursue the investigation within the parameters of law. Any such independent investigation will be outside the scope of the Agreement and will not benefit from the extension of jurisdiction conferred by this agreement. All money laundering investigative efforts incidental to another investigation conducted by an agency prior to acceptance of the money laundering investigation by the Strike Force are outside the scope of this Agreement and will not benefit from the extension of jurisdiction conferred by this agreement. In the event that an agency's participation in a "federally directed joint money laundering operation" could reasonably be construed as conflicting with a Strike Force investigation, the participating agency must promptly notify the Strike Force Director and the Steering Committee. The Chair of the Strike Force will convene a Steering Committee meeting as soon practical to discuss the conflict and the appropriate resolution.

b. Any Strike Force participating agency that becomes aware of an investigation in violation of the limits imposed by this clause shall immediately report it to the Chair of the Strike Force Steering Committee. The Chair shall bring the matter to the attention of the Strike Force Steering Committee as soon as practical. Violation of the commitment under this clause may result in sanctions against the violating agency, which may include, but are not limited to, permanent reduction in the offending agency's share of forfeiture proceeds obtained from Strike Force efforts or suspension or dismissal from the Strike Force.
5. The Steering Committee consists of command level representatives from the signatory agencies to this agreement. The Steering Committee shall have plenary supervisory authority over Strike Force planning and direction. The Steering Committee shall assure that the Strike Force remains dedicated to its mission and primary goal of dismantling

organized money laundering organizations operating within Florida. The Strike Force Steering Committee will meet quarterly or as otherwise required to maintain an ongoing and active oversight role. The Steering Committee shall select a Chairman and Vice-Chairman from the signatory agencies. The Chairman shall serve one year. The Vice-Chairman shall assume the Chair upon the expiration of the term of the current Chairman. The Steering Committee shall select a new Vice-Chairman whenever the position becomes vacant.

6. The Strike Force Director will provide quarterly reviews to the Steering Committee and the SAO reporting Strike Force investigative, intelligence and forfeiture activity. The Steering Committee shall periodically, no less than twice yearly, assure that its meeting includes as the main agenda item a review the objectives and accomplishments of the Strike Force, a review of the success of the Strike Force in meeting its primary goal of dismantling organized money laundering organizations within Florida, and shall issue directives and cause such changes as may be necessary to assure the Strike Force efforts remain productive and focused on the Strike Force's primary missions.
7. Each participating agency shall contribute personnel and resources to the Strike Force in such numbers as are agreed to by the participating agency and the Strike Force Steering Committee. Participating agencies shall assign personnel to the Strike Force based upon their investigative experience and the operational needs of the Strike Force. Final acceptance of personnel assigned to the Strike Force shall rest with the Strike Force Director.
8. The Steering Committee shall regularly receive performance reports to review whether resource contributions of participating agencies and funding are adequate to assure Strike Force efforts are effective. The Steering Committee will also review and approve the Strike Force's annual operational budget and administrative expenses and financial status report.
9. Actual law enforcement operations of the Strike Force will be supervised and directed by sworn law enforcement officers of the Strike Force agreed upon by the Strike Force Director to serve in an overall supervisory role. The Strike Force second-in-command should be the rank of Major or the operational equivalent to that rank. No person shall serve as second-in-command who is not a full-time, certified officer with his or her employing entity. The Strike Force Director may designate a team leader for specific field operations. The team leader may be any sworn member of a signatory agency to this agreement. Each Strike Force member participating in a Strike Force operation shall follow and adhere to, and is presumed to be following and adhering to, the supervision and direction given by the designated supervisor of the operation. If at any time the Deputy Director, Deputy Commander or designated team leader determines that the Strike Force operation should be terminated, all actions related to said operation as authorized by this Agreement are to be promptly terminated in a manner assuring the safety of all involved law enforcement officers. However, Strike Force-assigned officers or agents who are within their normal territorial jurisdiction(s) may, acting unilaterally as officers or agents of their employing agency, engage in continued investigative or enforcement actions as authorized by their agency supervisor(s). Any such actions shall not be considered the operations of the Strike Force and shall not fall within the privileges and obligations of this Agreement. Nothing in this paragraph shall modify or relax the restrictions against unilateral money laundering investigations by Strike Force participating agencies as addressed in Paragraph 4 herein.

10. Upon any termination of Strike Force operations, the supervisor shall document the circumstances of the termination, including whether there appears to have been an agency's unilateral continuation of investigative or enforcement activity, and the Strike Force shall retain the documentation. The Strike Force and its member agencies are not responsible for the actions of any participating agency or its officers or agents conducted after the Strike Force operation has been terminated or otherwise performed outside the scope of this Agreement.
11. The Strike Force shall maintain a listing of Strike Force personnel serving as supervisors or designated supervisors. Documentation shall be maintained by the Strike Force that will reflect the involvement of sworn members in each Strike Force operation or investigative activity and the assigned supervisor or designated leader for each such operation or activity. No member of the Strike Force shall engage in Strike Force related activities that are unauthorized, unreported or otherwise unknown to the assigned Strike Force supervisor or designated leader and which are not documented as provided herein.
12. Any officer or agent participating in Strike Force operations shall promptly report to any Strike Force supervisor any suspected unauthorized, unreported, undocumented, or unsupervised investigative or enforcement activity of Strike Force personnel.
13. Any agency head of a party to this Agreement may request that a particular agency's member of the Strike Force no longer be allowed to participate in the Strike Force. Upon receiving the request, the Strike Force Director shall temporarily suspend the member's active participation in Strike Force efforts. At its next meeting, the Steering Committee shall determine whether the request should be honored on a permanent basis. Upon receipt from the Steering Committee of a request to no longer allow a particular agency member's participation in the Strike Force, the employing Agency shall promptly terminate the member's participation in the Strike Force. Absent an objection by any other Party to this Agreement, a Party to this Agreement may otherwise add, substitute, reinstate, or replace any of its sworn or support employees participating in the Strike Force. If a Party objects to any such action, the Steering Committee shall determine whether the action may proceed or be maintained.
14. If a conflict arises between an order or direction provided by the assigned supervisor or designated leader and a Strike Force member's employing Agency's rules, standards, or policies, the conflict shall be promptly reported to the supervisor or leader when circumstances safely allow a concern to be raised. The supervisor or team leader, in conjunction with available members of the governing board as may be necessary, shall attempt to resolve the conflict in a manner to allow the Strike Force operation to continue appropriately. No officer or agent shall be required to knowingly violate the policy of his or her employing agency while participating in Strike Force operations.
15. The Parties to this Agreement may, by a written memorandum of understanding or written attachments to this Agreement, identify or further define particular guidelines, policies, or procedures to be utilized by members of the Strike Force when engaged in Strike Force operations, provided that all such guidelines, policies and procedures are consistent with Florida law and Florida or federal forfeiture guidelines and the terms of this Agreement. However, Strike Force members' jurisdiction as provided under this Agreement may not be altered by any such written attachment. In the absence of a written memoranda of understanding or attachments, the policies and procedures to be utilized by Strike Force members shall be clearly identified by the Strike Force supervisor, or if a supervisor is

unavailable, by a Strike Force team leader as designated by the supervisor. Written guidelines, policies, or procedures adopted for use by the Strike Force as provided herein may not be waived or abandoned by Strike Force supervisors or participants. However, when engaged in Strike Force operations no Strike Force member will be expected or required to violate or otherwise fail to maintain the member's employing Agency's standards of conduct, or be required to fail to abide by restrictions or limitations as may be imposed by law, or the member's employing Agency's rules, standards, or policies.

PROCEDURE FOR REQUESTING AND AUTHORIZING ASSISTANCE

Officers assigned to Strike Force operations pursuant to this agreement shall be empowered to render enforcement assistance and take enforcement action in accordance with the law and the terms of this Agreement. Execution of this agreement and continued participation by the SAO and one or more Strike Force member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members of the Strike Force which shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required.

USE AND DISTRIBUTION OF SEIZED FUNDS AND PROPERTY; STRIKE FORCE ADMINISTRATIVE EXPENSES:

1. The Parties to this Agreement recognize that law enforcement is the principal objective of all asset forfeiture and that, as mandated by Section 932.704(11)(a), Florida Statutes, as enacted by Chapter 95-265, Laws of Florida, the Strike Force's operations and each Party's use of property, currency, or proceeds received by reason of state forfeiture actions are to conform with "Florida's Forfeiture Guidelines" as developed and adopted by the Florida Department of Law Enforcement, the Florida Sheriff's Association, and the Florida Police Chiefs Association, a copy of which are incorporated herein as Attachment C. In the case of federal forfeitures, applicable federal guidelines apply.
2. All Parties recognize that they are to avoid the appearance of impropriety in the acquisition, sale, retention or transfer of any forfeited property, currency or proceeds derived from such forfeiture, and that forfeiture funds may not be used to meet normal law enforcement agency operating expenses of each Party unless otherwise provided by Florida law.
3. All participating parties acknowledge that the Strike Force has no independent spending authority and is not empowered to encumber, grant, donate, or expend funds independently. Authorizations for expenditures must be consistent with law and authority granted to participating agencies and in support of the mission of the Strike Force and in accordance with the approved budget. A participating Strike Force agency shall function as the administrative agent for Strike Force operational expenditures. The City of Coral Gables Police Department as empowered by the City of Coral Gables is currently responsible for handling the administrative and support expenses incurred by the Strike Force in its operations and is acting as the Strike Force's current administrative agent. If properly authorized by law and the party's governing body, any other party to this Agreement may be authorized by the Steering Committee to assume the role of Administrative Party.
4. Parties acknowledge that the Strike Force is not a permanent operation and could be terminated at any time. Accordingly, the Strike Force shall avoid long-term commitments via leases or rental agreements unless such agreements reasonably provide for cancellation

prior to their scheduled expiration dates. The Strike Force shall endeavor to limit administrative expenses as much as reasonably possible, in order to maximize the flow of forfeiture proceeds to the individual participating agencies. Administrative expenses for which expenditure may be authorized may include, but are not limited to, expenses incurred in the storage of seized funds pending forfeiture, expenditures for rent of Strike Force facilities, rental of vehicles utilized in Strike Force investigative activity, providing phones, desks, office supplies and equipment in support of Strike Force operations, plaques and other recognition awards for exiting members, food and refreshments for Strike Force meetings and the payment of the salaries of a limited number of Strike Force administrative and operational support personnel. Use of Strike Force resources to provide "percs" or benefits beyond that which personnel assigned to the Strike Force would not otherwise be entitled or provided by the employing agency of the personnel is expressly prohibited. Use of Strike Force phones, accounts, equipment, vehicles, or other resources for other than incidental personal purposes is prohibited.

5. Administrative expenses do not include the salaries or overtime compensation, in excess of 50 hours per month, of officers, agents, analysts, or other employees of Party agencies assigned to the Strike Force, or the purchase of regular or special equipment or resources by a Party agency that may be or are utilized in support of Strike Force operations. Compensation for such costs is the sole responsibility of the employing agency, and may, if authorized by law and applicable forfeiture guidelines, be paid from forfeiture funds received by the agency.
6. Anticipated administrative expenses for an administrative agent (currently the Coral Gables Police Department) during a budget year are to be identified by the administrative agent as a Strike Force operational budget item, and are to be approved for reimbursement by the Steering Committee in the Strike Force operational budget for the fiscal year. The Steering Committee may approve all or a portion of the proposed administrative expenses. Once approved, the administrative expenses may be reimbursed to the administrative agent in the manner noted below. The administrative agent is not obligated to expend resources in administrative support of the Strike Force if the Steering Committee does not approve the expenses for reimbursement via the budget process. All Parties acknowledge that the Strike Force itself has no authority to independently authorize the expenditure of seized or forfeited funds, or to make grants from such funds to others. As a result, reimbursement to the Administrative agent (currently the Coral Gables Police Department) for its administrative expenditures shall be done by a voluntary deferral of each Party's equitable share of forfeiture funds otherwise due to it in the manner set forth below.
7. Florida and Federal forfeiture laws allow multiple agencies participating in the seizure and forfeiture of property to equitably proportion the distribution of such property upon successful conclusion of the forfeiture. Distribution of the proceeds from successful forfeiture actions shall be equitable among the Parties to this Agreement and shall take into account their relative roles in support of the efforts of the Strike Force unless an alternate distribution allocation among the Parties has been agreed to.
8. Participating agencies agree that each agency should contribute a fair share toward the annual administrative costs of the Strike Force. Such contributions will be effected by deferring portions of forfeiture proceeds an Agency would otherwise be entitled to receive to the benefit of the agency operating as administrative agent to cover the proportionate share of the administrative expenses as noted herein. Such deferrals are to fairly and appropriately reimburse, not enrich, the administrative agent agency. To reasonably address the additional expenses incurred by the administrative agent for the administrative

and support expense role described herein and approved by the Steering Committee in its operational budget, the other Parties agree that their respective proportionate share in the distribution of forfeited funds will be reduced as approved by the Steering Committee in such manner and amount to effect an increase in the share of forfeitures received by the administrative agent (currently, the Coral Gables Police Department) for the extra administrative expenses so incurred.

9. All Parties have an equitable ownership in the funds seized for forfeiture and interest earned on those funds pending perfection of ownership via final order of forfeiture. However, to further address the additional expenses incurred by the Administrative agent for the administrative and support expense role described herein and approved by the Steering Committee in its operational budget, the Parties have agreed that all interest earned yearly on funds seized and pending forfeiture up to a maximum amount set by the Steering Committee at the time the yearly budget is approved shall be distributed to the Administrative agent upon final order of forfeiture in a manner consistent with this Agreement and law, with such funds to be applied to the approved administrative and support expenses. Any interest earned yearly in excess of the maximum amount set by the Steering Committee shall be included in the funds to be equitably distributed among the Parties to this Agreement and shall take into account their relative roles in support of the efforts of the Strike Force unless an alternate distribution allocation among the Parties has been agreed to.
10. The Steering Committee may approve on a case-by-case basis the adjustment of one or more distributions of forfeiture funds to Strike Force participating agencies to specifically increase a Party's share of forfeiture distribution funds for an unusual or substantial expense incurred by the Party directly associated with its participation in Strike Force activities. In order for such reimbursement to occur, the expenses must have a substantial nexus with the Strike Force's operations and mission. The Strike Force members acknowledge they have no independent authority by reason of this Agreement to disburse funds other than as authorized by law and as approved by each party's governing entity.
11. Each participating agency is solely responsible for assuring its use of distributed forfeiture funds is in compliance with state law and mandatory state and federal forfeiture guidelines. By continued participation in the Strike Force, each participating agency warrants it is operating in compliance with state law and mandatory guidelines. The Steering Committee shall assure regular training of Strike Force officers and agents as required by the State Guidelines occurs and is documented. Upon request of the SAO, a participating agency will provide documentation or certification demonstrating such compliance. Any participating agency found not to be operating within applicable forfeiture law and guidelines shall be suspended from Strike Force participation and forfeiture fund distribution until such time as the Agency demonstrates it is in compliance with law and guidelines.
12. The Parties to this Agreement acknowledge that under federal guidelines, funds derived from federal forfeitures are not to be commingled with funds derived from state forfeitures, and are to be maintained in a separate trust fund account, to be expended only in a manner as allowed by applicable federal guidelines. All Parties agree to file in a timely fashion all reports or accountings of receipts or expenditures of forfeiture funds as are required by state or federal law or applicable guidelines.

PROPERTY SEIZURE AND FORFEITURE CONSIDERATIONS:

1. No funds or other property seized by Strike Force operations are to be utilized by any Strike Force agency prior to successful forfeiture or until title or interest in the funds otherwise lawfully vests in one or more Strike Force agencies. Forfeiture actions based upon seizures made by the Strike Force may be pursued in either state or federal actions. Actions shall be based upon current statutory and case law, and shall be consistent with applicable state or federal forfeiture guidelines. The Parties agree that the Office of the State Attorney of the Eleventh Judicial Circuit, through its attorneys, will be primarily responsible under this Agreement for pursuing all Strike Force forfeiture actions on behalf of all of the Parties in state court in Miami-Dade County and through out the State of Florida. The Office of the United States Attorney, Southern District of Florida, will be primarily responsible for federal forfeiture actions. However, this provision shall not preclude the use of other forfeiture attorneys or personnel as needed on particular matters and as authorized by the Steering Committee and agreed to by the above-noted primary entities responsible for forfeiture litigation.
2. Any Party to this Agreement or any prosecutor handling the criminal prosecution of Strike Force cases may request copies of forfeiture complaints and pleadings filed by reason of Strike Force seizures and such copies shall be promptly provided to the requester. Forfeiture actions are to be coordinated with criminal prosecutions. If any legal dispute or concern as to the form or sufficiency of forfeiture actions or other action proposing to vest the interest of Strike Force agency(ies) in seized cash or property is raised by any of the Parties to this Agreement, an attempt to resolve the issue through informal discussion and contact shall be made. In the event any Party responsible for filing and handling a forfeiture action believes there is an insufficient basis upon which to pursue the forfeiture of particular seized cash or property, and the concerns cannot be resolved, no forfeiture action on behalf of the Strike Force is to be filed.
3. All options available under law to state and local law enforcement agencies with regard to unclaimed evidence or abandoned property, gifts and plea agreements are available to the Strike Force, provided the property under consideration otherwise qualifies under law for such consideration.
4. Pursuant to Section 932.704(7), Florida Statutes, when a claimant and the Strike Force agree to settle the forfeiture action prior to the conclusion of the forfeiture proceeding, the settlement agreement shall be reviewed, unless such review is waived by the claimant in writing, by the court or a mediator or arbitrator agreed upon by the claimant and the seizing law enforcement agency. If the claimant is unrepresented, the settlement agreement must include a provision that the claimant has freely and voluntarily agreed to enter into the settlement without benefit of counsel. A copy of the settlement agreement is to be retained in the investigative case file giving rise to the forfeiture and settlement.

GUIDELINES FOR MONEY PICKUPS, TRANSFERS AND SECURITY; AUDITS AND REVIEWS:

1. The Parties to this Agreement recognize that substantial sums of cash will be seized by reason of Strike Force operations, and are committed to assuring that all such seizures are done with the greatest degree of security and integrity possible. The Strike Force will utilize

procedures established by written directive of the Strike Force relating to the seizure of property for forfeiture and the seizure of contraband. At no time shall a Strike Force participant seize, handle, transport or count seized funds alone. Pursuant to Section 932.704(11)(b), Florida Statutes, the determination of whether to seize currency must be made by Strike Force supervisory personnel. Such determination must be documented in a manner to indicate the supervisory personnel providing such authorization. The attorney assigned to handle Strike Force forfeitures must be notified as soon as possible. In the absence of, or unavailability of that attorney, notification shall be made to the Strike Force Director.

2. No investigative money laundering by the Strike Force or its participating agencies may occur unless it is a means to an investigative end, rather than an end in and of itself. Authorized laundering may only be conducted as part of reverse sting or as an interim step reasonably expected to lead to the seizure of drugs, illicit funds, and/or arrests of those engaged in unlawful money laundering consistent with Section 896.105, Florida Statutes.
3. The Strike Force will utilize procedures established in writing by the Strike Force relating to the handling of evidence. A copy of Strike Force Directive 1.3, relating to forfeitures and seizures, is attached as Attachment A to this Agreement. A copy of Strike Force Directive 1.4, relating to the handling of evidence, is attached as Attachment B to this Agreement. Both of these Directives currently apply to Strike Force operations. The Parties to this Agreement acknowledge in signing this Agreement that they have reviewed the Attachments.
4. The Strike Force may modify, supplement or substitute written guidelines, provided that any modification, supplementation, or substitution assures as a minimum that all non-cash property coming into the custody of Strike Force members shall be treated as evidence, utilizing standard and commonly-accepted means of securing and handling same, and that all seizures of cash shall be done with appropriate checks and balances implemented to assure that all cash seized is accounted for, and properly secured until such time as title or interest in such funds lawfully vests in the seizing agency(ies) and the Strike Force. Copies of written guidelines or directives shall be provided any Party upon request.
5. The Steering Committee will determine the type, nature and extent of audits or reviews pertaining to Strike Force efforts, to include as a minimum an audit of Strike Force finances once every two years. In addition, the SAO may at any time order a review and audit by an auditor designated by the SAO of Strike Force operations with regard to the seizure and handling of all evidence, property or cash, use and disposition of property, currency or proceeds received by any Party by reason of a forfeiture, or any other aspect of Strike Force operations. The Strike Force Director or the Steering Committee by majority vote may request at any time that such a review and audit be performed by the SAO. The Parties agree to cooperate in any such audit by allowing full access to documents, personnel and facilities necessary to perform the audit function. The Parties agree to cooperate in any federal audit of Strike Force forfeiture activities as may be required or requested by the United States government.

COMPLAINTS AGAINST STRIKE FORCE MEMBERS:

1. Each person assigned to the Strike Force shall promptly report any suspected criminal activity or violation of rule or policy of any other member of the Strike Force or any person with whom the Strike Force is conducting business.
2. Whenever a complaint has been lodged as a result of Strike Force efforts, a designee of the SAO shall ascertain at a minimum:

The identity(ies) of the complainant(s) and an address where the complainant(s) may be contacted, the nature of the complaint any supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about, the identity(ies) of the Strike Force participant(s) accused and the employing Agency(ies) of the participant(s) accused.

3. The SAO will promptly provide to each affected employing Agency the above information for administrative review and appropriate handling or disposition. Each affected employing Agency shall, upon completion of said review, promptly notify the SAO of its findings and any actions taken.
4. Upon assignment to the Strike Force, and once yearly, each person assigned to the Strike Force shall be provided notification that he or she is obliged to report any wrongdoing or impropriety by any Strike Force personnel. A local method of reporting such shall be provided, and the name, email address and phone number of the SAO Investigations Division shall also be provided as an option for making any such report, whose phone number is (305) 547-0669.

INTERPLAY WITH FEDERAL AND OTHER AUTHORITIES:

1. The Parties to this Agreement recognize that the federal law enforcement authorities have requested that the efforts of the Strike Force be closely coordinated with federal authorities having interests in money laundering investigations. The Parties recognize that federal agents will, as necessary, be co-located at the Strike Force headquarters or otherwise provided access to Strike Force operations and planning.
2. **International movement of funds:** No direct movement of funds internationally, or transactions which are known by the Strike Force to be an interim step prior to a specifically planned, expected, or known international transfer of funds shall occur unless the federal agent(s) assigned to work with the Strike Force are provided prior notice and federal approval and participation is secured. If a federal agency has an objection to any proposed operation of the Strike Force involving international movements of money, the operation is not to proceed until the federal objections are resolved, giving federal interstate and international responsibilities and concerns appropriate deference. The Strike Force shall not directly or knowingly indirectly engage in international movements of funds without securing authorization and participation from at least one federal agency having appropriate jurisdiction.

3. **Interstate movement of funds within the United States:**

(a) **Federal notification:** A federal agent with appropriate jurisdiction assigned to work with the Strike Force (normally, an HSI Agent) must receive notification of any intended interstate movement of funds prior to the actual movement of the funds. The federal agent, upon receiving notification as provided herein, shall coordinate the Strike Force's efforts with other federal law enforcement agencies and make appropriate notification of the proposed transaction(s). If a federal agency objects to a proposed interstate movement of funds, no movement shall occur until the federal objections are resolved. The date of original federal agent notification and the absence of objection shall be specifically documented on the funds transfer authorization form. In the event of exceptional circumstances that do not allow timely prior notice to the federal agent, funds may be moved interstate upon the approval of the Director of the Strike Force, or in the absence of the Director, his/her designee. The notice required by this section shall occur as soon as practicable, but in no case longer than 48 hours after the interstate movement of funds has begun.

(b) **Recipient or involved state notification:** Strike Force interstate movements of money not otherwise involving the active participation of a federal agency shall be in coordination with law enforcement agencies in the recipient or involved other states. In operations not actively involving a federal agency, the Strike Force shall not unilaterally conduct money transfers in another state, without notifying the appropriate state, or local law enforcement agencies of the proposed activities. Nothing in this Agreement provides Strike Force members with jurisdiction beyond the geographic limits of the State of Florida. Strike Force operations are to be performed in a manner to minimize and avoid conflict with the actions of, and mission of, federal agencies and other states' law enforcement agencies.

(c) **Domestic security:** Recognizing that money laundering is an important tool of domestic and international terrorist organizations, no transfer of funds by the Strike Force shall occur until the Strike Force has checked available law enforcement intelligence databases, including, but not limited to, DICE "In-Site" to assure there is no believed connection between the proposed transfer of funds and terrorism. If there is a reasonable belief that the funds will be utilized by a terrorist organization, no transfer shall occur. Notwithstanding this prohibition, if the transfer of funds is essential to an investigation of the terrorist organization, and will substantially assist in the detection and apprehension of terrorists, or the interference with their planned objectives, upon approval of the Steering Committee, and with the approval of the primary agency investigating the terrorist organization, a transfer may occur.

POWERS, PRIVILEGES, IMMUNITIES, COSTS, LIABILITY AND RELATED ISSUES; STRIKE FORCE SUPPORT CONSIDERATIONS:

Each Party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employees while such employees are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. All personnel assigned to the Strike Force remain ultimately accountable to their respective employing agencies. In turn, each employing agency remains responsible for such employees and assumes any liability for the actions of its employees while assigned to the Strike Force.

Each agency is individually responsible for securing supplemental insurance as may be desired to cover potential losses or liabilities associated with the Strike Force operation. With regard to the rental or lease of vehicles for use by the Strike Force personnel, the participating Law Enforcement Agencies of the South Florida Financial Crimes Strike Force hereby agree to the extent permitted by Law to indemnify from any liability and hold harmless the other participating Law Enforcement Agencies of the South Florida Financial Crimes Strike Force for any negligent acts or negligent omissions committed by their respective personnel while acting within the scope of their employment. Therefore, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

Each participating Law Enforcement Agency of the South Florida Financial Crimes Strike Force hereby agree to secure or otherwise maintain its own automobile liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each participating Law Enforcement Agency to adequately insure each participant's liability derived from the use of the leased or rental vehicles assumed herein, but in no event shall such coverage be less than the amount of statutory waiver of sovereign immunity.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other Party to this Agreement in order to effect the purposes of the Strike Force and agrees to bear the cost of loss or damage to its equipment, vehicles, or property so provided. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability. This provision shall not preclude, as otherwise authorized herein, the purchase of administrative support property or resources.

Each Agency furnishing aid pursuant to this Agreement shall compensate its employees during the time such aid is rendered and shall defray the actual expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement. This provision shall not preclude payment by a Party of compensation (including overtime compensation) to the Party's officers, agents, analysts, or other personnel assigned to the Strike Force, if allowed by Florida or federal law and applicable state or federal guidelines, through the use of legally vested Strike Force funds if the Party has obtained the necessary approval and authorization for such payment from the Party's governing commission or (if a state agency) the Legislature.

The privileges and immunities from liability, exemption from laws, ordinances, and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Agreement. Each participating Party shall bear its own liability arising from acts undertaken under the Agreement except as may be otherwise allowed under Chapter 23, Florida Statutes, and any agreement by a participant to the contrary is void. The Administrative Agency may request purchase of optional insurance or other reasonable actions by the other Parties as a means of helping reduce the Administrative Agency's exposure to claims or liability incurred solely by reason of its role as Administrative Agency in renting automobiles or entering into contractual agreements on behalf of the Strike Force. Such requests shall be approved by the Steering Committee, but if not approved, the Administrative Agency shall not be obligated to enter into any particular rental or contractual obligation on behalf of the Strike Force.

OBLIGATION TO COORDINATE WITH PROSECUTOR'S OFFICE:

1. **A principal goal of this Strike Force is the successful prosecution of criminal violators.** Successful prosecution requires close coordination with prosecuting authorities, both in the state and federal courts. Members of the Strike Force are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling Strike Force generated cases, and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials. Civil or administrative actions derived from Strike Force operations are likewise to receive coordinated support efforts from Strike Force members.
2. Strike Force supervisors shall monitor the efforts of Strike Force members in support of criminal prosecutions, civil actions, administrative actions and forfeiture cases. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of the Strike Force to assure the expected level of support from Strike Force members is occurring. Failure by a member of the Strike Force to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for suspension or removal from the Strike Force and reduction or elimination of the agency's share of forfeiture proceeds derived from Strike Force operations.

**PRIMARY STRIKE FORCE EFFORTS;
SEMIANNUAL PROGRESS ASSESSMENT:**

1. The Strike Force has as its prime mission these primary areas of activity:
 - ✓ Money laundering investigations, including the seizure and forfeiture of funds derived from drug or other criminal activity and the investigation and prosecution of those involved in such activity;
 - ✓ Criminal investigation and prosecution of those involved in organized drug trafficking enterprises and those involved in other drug related criminal activity, and efforts to disrupt and dismantle organizations involved in such illegal activity.
2. The Parties agree to provide sufficient and continued support and personnel resources to each of the above areas of activity, in a manner and to an extent determined and approved by the Steering Committee, or as may be requested by the SAO.
3. The Steering Committee no less than twice yearly review and evaluate the progress and success of efforts in each of the primary areas of activity. To the extent resources are available, they shall be reallocated to address observed deficiencies or to otherwise better assure the balanced success of the primary Strike Force efforts.

**INTERPLAY OF STRIKE FORCE AGENCIES WITH FLORIDA VIOLENT
CRIME AND DRUG CONTROL COUNCIL FUNDED INVESTIGATIVE
EFFORTS**

The mission of the Florida Violent Crime and Drug Control Council includes providing matching funding of significant drug and money laundering investigations within the state. To the extent that any investigation funded by the Council develops leads related to significant money laundering affecting investigative efforts of any participating Strike Force agency, the Agency shall relate the leads to the Strike Force Steering Committee, and the Steering Committee shall determine whether the money laundering aspect of the Council-funded investigation warrants inclusion as a Strike Force investigation.

COPY TO EACH PARTICIPATING STRIKE FORCE MEMBER:

When this Agreement is fully executed, a copy shall be provided to each Strike Force member so that each member may be fully aware of the powers, limitations, and expectations applicable to Strike Force members and operations.

**TERM AND EFFECT OF AGREEMENT; OBLIGATION TO TIMELY RATIFY;
MEANS OF CANCELLATION; AUTOMATIC EXTENSION; INTERIM
CLARIFICATIONS OR MODIFICATIONS:**

1. This Agreement is the successor agreement to the original Agreement first establishing the predecessor Strike Force, known as the Multi-Agency Money Laundering and Anti-Drug Trafficking Strike Force ("IMPACT") and all subsequent renewals thereof. It shall be effective as to the executing Parties upon execution by the SAO and at least one

other participating Agency. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party. Upon execution, this Agreement supercedes previous versions of the agreements. Failure by a Party to secure a timely ratification of this superceding agreement will result in said party's participation in the Strike Force being suspended until such time as the Party executes the Agreement.

2. This Agreement shall remain in full force as to all participating Parties until September 1, 2024, unless earlier canceled in writing by the SAO as to all or separate Parties, or as canceled in writing by an individual Party as related to that Party as provided herein. In order for the Strike Force to continue operations beyond September 1, 2024, this Agreement must be renewed in writing by the participating Parties.
3. The terms of this Agreement may be clarified or modified, consistent with state and federal law and guidelines, by supplemental Memoranda of Understanding signed by the participating parties. Any such Memorandum shall incorporate by reference this Agreement, and shall become a part of this Agreement by inclusion as an Exhibit hereto. All such Exhibits are to be sequentially lettered and labeled as an attachment. Master copies of the current Agreement will be maintained by the SAO, the FDLE Office of Mutual Aid Coordinator and by the Strike Force Director.
4. This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to the attention of:

Executive Director, SFFCSF
11200 NW 20th Street
Suite 300
Miami, Florida 33172

Upon receipt, originals will maintained by the Strike Force Director. Any written cancellation or extension shall be forwarded to the SFFCSF at the same address.

5. By signing the agreement, each representative of a party represents that he or she is fully authorized to enter into this agreement, and that the Party for which the representative is signing accepts the terms, responsibilities, obligations and limitations of this Agreement, and agrees to bound thereto to the fullest extent allowed by law.

(Rest of this page intentionally left blank.)

*
*
*
*
*
*
*
*
*
*

IN WITNESS WHEREOF, the authorized representatives of Parties hereto sign on the date specified hereafter:

Party's Acceptance of the September 2021 SOUTH FLORIDA FINANCIAL CRIMES STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of Coral Gables Police Department.

Signature

Title:

- Mayor
- Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

Approved as to Form and Legal Sufficiency:

Miriam Soler Ramos, City Attorney

Date: _____

**Party's Acceptance of the September 2021 SOUTH FLORIDA FINANCIAL CRIMES STRIKE
FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of Miami Police Department.

Arturo Noriega, City Manager

Date: _____

Attest:

By: _____
Todd B. Hannon, City Clerk

Date: _____

Approved as to Form and Correctness:

Victoria Mendez, City Attorney

Date: _____

Date: _____

Approved as to Insurance Requirements:

By: _____
Ann-Marie Sharpe, Director of Risk Management

Date: _____

**Party's Acceptance of September 2021 SOUTH FLORIDA FINANCIAL CRIMES STRIKE
FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of North Miami Police Department.

Signature

Title:

- Mayor
- Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

Attest:

By: _____
City Clerk

Date: _____

Approved as to Form and Legal Sufficiency:

City Attorney

Date: _____

**Party's Acceptance of the September 2021 SOUTH FLORIDA FINANCIAL CRIMES STRIKE
FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of Miami Gardens Police Department.

Signature

Title:

Mayor

Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

Approved as to Form and Legal Sufficiency:

City Attorney

Date: _____

**Party's Acceptance of the September 2021 SOUTH FLORIDA FINANCIAL CRIMES STRIKE
FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the City of Doral Police Department.

Signature

Print or Type Name

Title:

Mayor

Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

Approved as to Form and Legal Sufficiency:

City Attorney

Date: _____

Party's Acceptance of the September 2021 SOUTH FLORIDA FINANCIAL CRIMES STRIKE FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the Town of Golden Beach Police Department.

Signature

Title:

- Sheriff
- Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

Approved as to Form and Legal Sufficiency:

Town of Golden Beach Attorney

Date: _____

**Party's Acceptance of the September 2021 SOUTH FLORIDA FINANCIAL CRIMES STRIKE
FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the Village of Indian Creek Police Department.

Signature

Title:

- Sheriff
- Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

Approved as to Form and Legal Sufficiency:

Village of Indian Creek Attorney

Date: _____

**Party's Acceptance of the September 2021 SOUTH FLORIDA FINANCIAL CRIMES STRIKE
FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the Florida International University Police Department.

Signature

Date: _____

Title:

Florida International University
Board of Trustees

Chief of Police

Date: _____

Approved as to Form and Legal Sufficiency:

Signature

Date: _____

Title: _____
Florida International University
Board of Trustees

**Party's Acceptance of the September 2021 SOUTH FLORIDA FINANCIAL CRIMES STRIKE
FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf for the Office of the State Attorney of the Eleventh Judicial Circuit of Florida (In and For Miami-Dade County, Florida):

Signature

Katherine Fernandez-Rundle
State Attorney

Date: _____

**Party's Acceptance of the September 2021 SOUTH FLORIDA FINANCIAL CRIMES STRIKE
FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the (Left Blank for Future Police Department).

Signature

Print or Type Name

Title:

- Sheriff
- Chief Executive Officer, to wit: _____

Date: _____

-----*End of Signature Pages, Attachments Follow*-----

**ATTACHMENT A:
Strike Force Forfeitures and Seizures Directive (Rev. 10/06)**

- A. **FORFEITURE** - means anything that is taken into custody by the SFFCSF investigators that falls under the Florida Forfeiture and Contraband Act. In general, all Asset Forfeitures will be conducted under Coral Gables Police Department procedures.
1. All property that is taken under forfeiture will be:
 - a. Placed into the Coral Gables Police Department Property Unit or, as in case of vehicles, recorded on Coral Gables Police Department Vehicle Storage Reports after inventory search. (See attached Coral Gables Police Department Policy number #050)
 - b. All property will be listed in the Coral Gables P.D. Case Report and copies forwarded to the appropriate forfeiture attorney by 5pm the next business day.
- B. **SEIZURE OF CONTRABAND** - means taking into custody anything illegal to possess. (See Currency Handling Procedures)
1. All seizures will be placed in the Coral Gables Police Department Property Unit or applicable seizing agency.
 2. All property that is taken into custody will be:
 - a. Fully documented on Coral Gables Police Department Property Receipt.
 - b. All seizures will be listed in the Forfeiture/ Confiscation's Report and copies sent within 24 hours to the Dade County SAO Forfeiture Attorneys and the Confiscation Unit.
 3. In all instances where controlled substances are seized that are in the amount which warrants trafficking charges or instances where monies are seized in excess of \$1,000, the SFFCSF will assign at least three investigators to the custody of the contraband or monies. The investigators will maintain custody until the controlled substance or monies are placed into the Coral Gables Police Department Property/Evidence room or applicable seizing agency.
 4. In all seizures, it is required to complete the SFFCSF ZY Entry Form. This form is to be completed by the case agent.

ATTACHMENT B
Strike Force Evidence Directive

- A. Each investigator is responsible for the evidence he or she has the occasion to purchase or seize. All controlled substances are to be treated in a very thorough and careful manner.
- B. All evidence will be turned in to the Coral Gables Police Department Property/Evidence Unit as soon as possible after its seizure.
- C. Evidence will not be stored in any facility other than the Coral Gables Police Department Property Unit (i.e., desk, lockers, etc.). Controlled substances will always be checked into the Coral Gables Police Department Property Unit prior to the end of the investigator's tour of duty.
- D. Tests of controlled substances to establish probable cause will be done at the scene by the impounding investigator and the results documented in the SFFCSF Report.
- E. Chemical analysis of controlled substances will be performed by the Miami-Dade Crime Lab or other facility as determined by the Task Force Deputy Director. The investigator is responsible for:
- Coral Gables Property Receipt
 - Miami Dade County Lab Analysis Form
 - Miami Dade County Property Receipt with Miami Dade County Case number.
- F. Three` investigators are required when handling trafficking amounts of controlled substances or amounts of currency in excess of \$1,000.
- G. When an arrest for a controlled substance is made, the arresting investigator will be responsible for maintaining the integrity of the evidence, until it is turned in to the Coral Gables Property/Evidence unit.

* As the Coral Gables Police Department is our primary evidence repository see attached Coral Gables Police Department SOP #050 (Evidence and Property) in order to comply with those regulations.

ATTACHMENT C
Florida's Mandatory Statewide Forfeiture Guidelines
(These Apply To ALL Florida Law Enforcement Agencies Independent of This Agreement)

Guidelines and Training Procedures
To Be Used By State and Local Law Enforcement Agencies
And State Attorneys in Implementing
The Florida Contraband Forfeiture Act

I. Policy Statement

The Florida Contraband Forfeiture Act, Sections 932.701 through 932.707, Florida Statutes, (Act) authorizes law enforcement agencies to seize and forfeit real and personal property, including currency, vehicles, aircraft, and other contraband articles that are used in violation of the Act.

The Act also allows seizure and forfeiture of any controlled substance as defined in Chapter 893, Florida Statutes, or any substance, device, paraphernalia, or currency or other means of exchange that was used, was attempted to be used, or was intended to be used in violation of any provision of Chapter 893, Florida Statutes if a nexus can be clearly demonstrated between the article(s) seized and the narcotics activity, whether or not the use of the contraband article(s) can be traced to a specific narcotics transaction.

It is the policy of the State of Florida that law enforcement agencies shall utilize the provisions of the Act to deter and prevent the continued use of contraband articles for criminal purposes while protecting the proprietary interests of innocent owners and lien holders and to authorize such law enforcement agencies to use the proceeds collected under the Act as supplemental funding for authorized purposes. The potential for obtaining revenues from forfeitures must not override fundamental considerations such as public safety, the safety of law enforcement officers, or the investigation and prosecution of criminal activity.

It is also the policy of this state that law enforcement agencies ensure that, in all seizures made under the Act, their officers adhere to federal and state constitutional limitations regarding an individual's right to be free from unreasonable searches and seizures, including, but not limited to, the illegal use of stops based on a pretext, coercive consent searches, or a search based solely upon an individual's race or ethnicity.

The Act provides procedural safeguards for those claiming or having an interest in the seized property, including bona fide lien holders, lessors, and innocent co-owners. The Act complements the other options available to Florida law enforcement agencies in addressing criminal activity, is a valuable tool of law enforcement to be used by Florida law enforcement agencies to assist their law enforcement mission, and is to be preserved and wisely used as a valuable weapon in Florida's law enforcement arsenal.

II. Purpose

The purpose of these Uniform Standards is to provide statewide guidelines for law enforcement policies and procedures used in seizing, maintaining, and forfeiting property under the Act and to provide training procedures to be used by state and local law enforcement agencies and state attorneys in implementing the Act. Compliance with these Standards will enhance the goal of establishing more uniform forfeiture practices throughout the state. These Uniform Standards are to be interpreted in a manner to assure that to the greatest extent possible there is uniformity of policy and procedure throughout the state. It is not the intent or purpose of these Standards to create new rights of parties or new defenses to forfeiture actions. All rights and actions are defined by the substantive provisions of the Act itself or other applicable law.

III. Principles

The following principles should be incorporated within the policies and procedures of any state or local law enforcement agency involved in the seizure and forfeiture of property under the Act-

A. **LAW ENFORCEMENT IS THE PRINCIPAL OBJECTIVE OF ASSET FORFEITURE.** The potential for obtaining revenues from forfeitures must not override fundamental considerations such as public safety, the safety of law enforcement officers, the investigation and prosecution of criminal activity, and respect for the rights of individuals as provided by law.

B. The employment, salary, promotion or other compensation of a law enforcement officer or attorney should not depend on obtaining a quota of seizures.

C. Agencies should ensure, through the use of written policy and procedures and training, compliance with all applicable legal requirements regarding seizing, maintaining, and forfeiting property under the Act.

D. When property other than currency is seized for forfeiture, the probable cause supporting the seizure should be promptly reviewed by a supervisor who is not directly involved in making the seizure. The determination of whether to seize currency must be made by supervisory personnel. The agency's legal counsel must be notified as soon as possible of all seizures.

E. The determination of whether an agency will file a civil forfeiture action should be made by the agency head or other command level designee who is not directly involved in making the seizure.

F. Every seizing agency should have policies and procedures promoting, when there is no other legitimate basis for holding seized property, the prompt release of such property as may be required by the Act or by agency determination. To help assure that property is not wrongfully held after seizure, every agency shall have policies and procedures ensuring that all asserted claims of interest in seized property are promptly reviewed for potential validity.

G. A seizing agency may not use the seized property for any purpose until the rights to, interest in, and title to the seized property are perfected in accordance with the Act. This does not prohibit the use or operation necessary for reasonable maintenance of seized property. Reasonable efforts shall be made to maintain seized property in such a manner as to minimize loss of value.

H. Settlement of any forfeiture action shall be consistent with the mandates of the Act and in compliance with agency policy or directive.

I. All forfeited property retained for law enforcement use should be maintained and utilized in accordance with the Act, and should be subject to the same controls with regard to property acquired through the agency's normal appropriations process.

J. Any agency receiving forfeiture proceeds should maintain such moneys in a special fund as provided by law, which is subject to normal accounting controls and financial audits of all deposits and expenditures. If the seizing agency is a county or municipal agency, the proceeds and interest thereon may not be used to meet normal operating expenses of the law enforcement agency. Seizing agencies must file reports as required by the Act.

K. Each state or local law enforcement agency that seizes property for the purposes of forfeiture shall periodically review the agency's seizures of property, as well as settlements and forfeiture proceedings initiated by the agency to determine whether such seizures, settlements and forfeitures comply with the Act and these Standards. Such review should occur at least annually. If the review suggests deficiencies, the agency shall promptly move to ensure the agency's compliance with the Act and these Standards.

L. Agencies should avoid the appearance of impropriety in the acquisition, sale, retention, or transfer of any forfeited property or proceeds derived from such property.

M. Agency personnel involved in the seizure of property for forfeiture shall receive periodic training as noted in Section IV, below.

IV. Training Procedures

Each state or local law enforcement agency shall ensure that its officers involved in seizing property for forfeiture under the Act receive basic training and continuing education as required by the Act. Each agency shall maintain records demonstrating an officer's compliance with these training requirements. A portion of such training must address legal aspects of forfeiture, including search and seizure, or other constitutional considerations.

(End of Mandatory Forfeiture Guidelines).

End of September, 2021 Mutual Aid Agreement and Attachments

PAGE LEFT BLANK FOR FUTURE USE

**Party's Acceptance of the September 2021 SOUTH FLORIDA FINANCIAL CRIMES STRIKE
FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a sheriff, a mayor or chief executive officer of a municipality or county on behalf of a law enforcement agency, if authorized by the governing body of the municipality or county. By signing below, an indication of such authorization is being made.

Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at the SAO along with this signature page.

I hereby acknowledge that I have been authorized by the governing body of the municipality to enter into this Agreement on behalf of the Miami Springs Police Department.

Signature

Title:

- Sheriff
- Chief Executive Officer, to wit: _____

Date: _____

Chief of Police

Date: _____

Approved as to Form and Legal Sufficiency:

City Attorney

Date: _____

RESOLUTION NO. 2021-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ACCEPTING A STATE APPROPRIATION OF \$1,500,000; APPROVING A STATE-FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) RELATING TO THE EAST DRIVE STORMWATER AND ROADWAY IMPROVEMENT PROJECT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as a result of the City of Miami Springs' (the "City") efforts during the 2021 State of Florida legislative session, the City was awarded an appropriation of \$1,500,000 (the "Appropriation") for construction of the East Drive Stormwater and Roadway Improvement Project (the "Project") through the state budget (Senate Bill 2500), which was signed into law on June 2, 2021; and

WHEREAS, to secure the Appropriation, the City must enter into a State-Funded Grant Agreement (the "Agreement") with the Florida Department of Environmental Protection ("FDEP") in substantially the form attached hereto as Exhibit "A"; and

WHEREAS, the City Council wishes to accept the Appropriation, approve the Agreement, and authorize the City Manager to execute the Agreement 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. Acceptance. That the City Council hereby accepts the Appropriation.

Section 3. Approval. That the City Council hereby approves the Agreement with FDEP relating to the Appropriation and the Project.

Section 4. Authorization. That the City Council hereby authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A," subject to the City Attorney's approval as to form, content, and legal sufficiency.

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

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

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

PASSED AND ADOPTED this 13th day of September, 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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): _____ Agreement Number: _____

2. Parties **State of Florida Department of Environmental Protection,**
3900 Commonwealth Boulevard _____ (Department)
Tallahassee, Florida 32399-3000

Grantee Name: _____ Entity Type: _____

Grantee Address: _____ FEID: _____
(Grantee)

3. Agreement Begin Date: _____ Date of Expiration: _____

4. Project Number: _____ Project Location(s): _____
(If different from Agreement Number)

Project Description: _____

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		

Total Amount of Funding + Grantee Match, if any: _____

6. Department's Grant Manager Grantee's Grant Manager
Name: _____ Name: _____
or successor or successor
Address: _____ Address: _____
Phone: _____ Phone: _____
Email: _____ Email: _____

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input type="checkbox"/> Attachment 2: Special Terms and Conditions
<input type="checkbox"/> Attachment 3:
<input type="checkbox"/> Attachment 4: Public Records Requirements
<input type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D:
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Nathan Jagoda, DEP Grant Manager

Amanda Peck, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

Attachment 1

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

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

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0192**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is the East Drive Stormwater and Road Improvement Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: East Drive Stormwater and Road Improvement Project

PROJECT LOCATION: The Project will be located in the City of Miami Springs within Miami-Dade County; Lat/Long (25.811484, -80.271867). See Figure 1 for a location map.

PROJECT BACKGROUND: The Miami-Dade County Water Quality Restoration Plan for Biscayne Bay contains an evaluation of the degradation in water quality in Biscayne Bay and the Biscayne Aquifer and based on monitoring results from the evaluation, has identified the importance of projects like the one presented under this grant for the protection of natural resources.

The City of Miami Springs (Grantee) will use a variety of stormwater best management practices (BMPs) to improve surface and groundwater quality in the C-6 Miami Canal, the C-6 Miami River and Biscayne Bay. The BMPs installed will improve water quality, increase groundwater recharge, reduce public expenditures on stormwater infrastructure, enhance flood control and educate the public on issues related to nonpoint source pollution.

PROJECT DESCRIPTION: The Grantee will construct a multi-stage stormwater treatment system consisting of exfiltration trenches, catch basins, a nutrient separating baffle box, and a pump station to capture and store debris to minimize nutrient leaching into the C6- Miami Canal. A public education component will also be included.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task #1: Pre-Design Study

Deliverables: The Grantee will perform a pre-design study of the East Drive Stormwater and Road Improvement Project area and produce a pre-design report that will detail the scope of the problem in the analysis area, outline design options, and identify the tasks required to complete a resolution to the problem.

Documentation: The Grantee will submit the final pre-design study report.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task #2: Design and Permitting

Deliverables: The Grantee will complete the design of the East Drive stormwater and road improvements and will obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design (or

preconstruction) activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

Task #3: Construction

Deliverables: The Grantee will construct the East Drive Stormwater and Road Improvement Project including exfiltration trenches, catch basins, a nutrient separating baffle box, and a pump station in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee’s Certification of Payment Request; and 3) a signed Engineer’s Certification of Payment Request.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

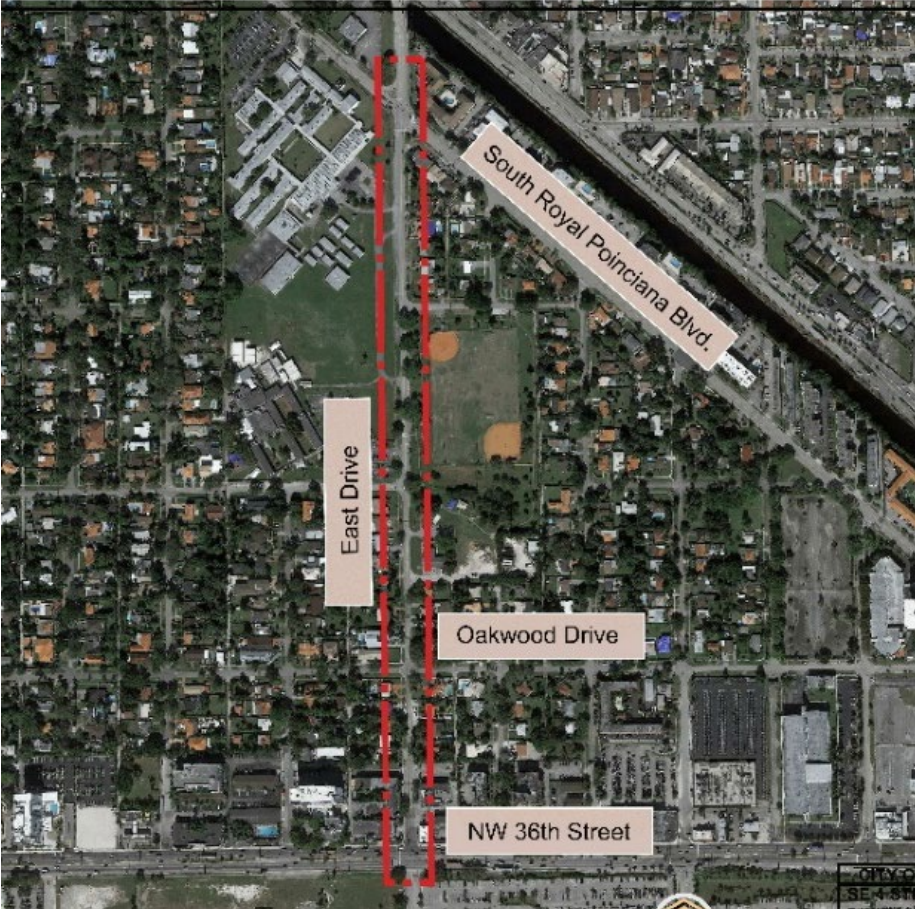
PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Pre-Design Study	Contractual Services	\$50,000	07/01/2021	10/30/2021
2	Design and Permitting	Contractual Services	\$100,000	07/01/2021	04/20/2022
3	Construction	Contractual Services	\$1,350,000	07/01/2021	06/30/2023
Total:			\$1,500,000		

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Figure 1 - East Drive Stormwater and Roadway Improvements Project Area



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2021-2022	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$1,500,000	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$1,500,000	
-------------	-------------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	Agreement No.
Project Title:	
Grantee Name:	
Grantee's Grant Manager:	
Reporting Period:	Select reporting period. Select year.

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 2: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 3: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 4: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 5: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

Design (Plans/Submittal): 30% , 60% , 90% , 100%

Permitting (Completed): Yes , No

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (Original Ink)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.