



**REVISED**

**CITY OF MIAMI SPRINGS, FLORIDA**

**Mayor Maria Puente Mitchell**

**Vice Mayor Jacky Bravo**  
**Councilman Walter Fajet, Ph. D.**

**Councilman Bob Best**  
**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, March 28, 2022 – 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:** Councilman Victor Vazquez  
**Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
  - A) Post Session Presentation by State Representative Bryan Avila and State Representative Alex Rizo
  - B) Presentation of Certificate of Sincere Appreciation Plaque to Maria Hernandez-Peraza in Recognition of Five Years and Ten Months of Dedicated Service to the City of Miami Springs
  - C) Presentation of a proclamation to Milam Family recognizing their contributions to the community
  - D) Proclamation presentation to the Miami Springs Procurement Department for "Public Procurement Month" for the month of March 2022, for the delivery of goods and services for the City
  - E) Introduction of Judge Meisha Darrough, who is a recently appointed (2019) County Court Judge
- 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) March 14, 2022 – Regular Meeting

**7. Reports from Boards & Commissions: None.**

**8. Public Hearings: None.**

**9. Consent Agenda: (Funded and/or Budgeted): None.**

**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 Purchase Of Cloud Hosting Services From RecTrac, LLC D/B/A Vermont Systems In An Amount Not To Exceed \$20,250.00 Over A Three Year Period; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Establishing Rates For Collection Of Garbage, Trash And Recycling For Residential And Commercial Customers Effective October 1, 2022; Providing For Implementation; And Providing For An Effective Date

C) Recommendation by Recreation that Council waive the competitive bid process in the best interest of the City and approve an increase of \$2,500.00 to the City's current open purchase order with the Village of Virginia Gardens, in an amount not to exceed \$14,500.00, for reimbursement of soccer referees' fees which exceeded the originally budgeted amount of \$12,000.00 in the FY21/22 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code. Requires a 4/5 majority vote by City Council

**12. Other Business:**

A) Request for discussion by Mayor Mitchell regarding reducing use of polystyrene (styrofoam) containers in City and other sustainability initiatives

B) Request by Troop 334 Scoutmaster James Fulton for a City contribution towards Camp Powhatan tuition in the amount of \$550

**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, March 28, 2022 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/UC2at9KNnqUxZRSw1UkhdHLQ/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](mailto: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](mailto: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](mailto:cityclerk@miamisprings-fl.gov)

**Call: 305-805-5006**

**Mail: 201 Westward Drive, Miami Springs, FL 33166**

**WHEREAS**, public procurement professionals earn the public’s trust by demonstrating initiative, dependability, and wise cost-effective methods for making purchases and allocating public resources; and

**WHEREAS**, public procurement professionals make important contributions to ensure the efficient use of taxpayer dollars by providing resourceful services while maintaining the highest ethical standards; and

**WHEREAS**, public procurement professionals fulfill their many responsibilities in diverse settings; these hardworking individuals increase operational efficiency and effectiveness in the delivery of goods and services for the City of Miami Springs, and

**WHEREAS**, City of Miami Springs’ procurement professionals, through their combined procurement power, spend thousands of dollars every year and as a result have significant influence on economic conditions throughout the City; and

**WHEREAS**, the City of Miami Springs an active member of the Southeast Florida Chapter of the National Institute of Governmental Purchasing (NIGP), and other associations around the nation are holding activities and special events to further educate and inform the general public on the role of public procurement;

**NOW, THEREFORE**, I, Maria Puente Mitchell, Mayor of Miami Springs, do hereby proclaim the month of March, 2022 as

“Public Procurement Month”

And March 30, 2022 as

“Professional Buyer’s Day”

in the City of Miami Springs and encourage all citizens to join me in this worthy observance.



## **City of Miami Springs, Florida**

City Council Meeting

Regular Meeting Minutes

Monday, March 14, 2022 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 7:00 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Jacky Bravo

Councilman Bob Best

Councilman Walter Fajet, Ph.D. (via Zoom)

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

Recreation Director Omar Luna

2. **Invocation:** Offered by Councilman Bob Best  
**Pledge of Allegiance:** Girl Scout Troop 2564 participated in leading the pledge.

3. **Agenda / Order of Business:**

**Mayor Mitchell requested that Items 4C, 4D and 4G be moved up in the agenda, after Item 4A for consideration, the City Council gave general consensus to consider the items as requested.**

4. **Awards & Presentations:**

A) Presentation of Certificate of Appreciation Award to the Miami Springs Lions Club for 85 years of service to the Miami Springs community

**Mayor Mitchell recognized the members of the Lions Club and its president, Elizabeth Fisher for their service to the Miami Springs Community. Mayor Mitchell read a proclamation, declaring March 12, 2022 as Lions Club Day. Lions President Elizabeth Fisher shared a few words and expressed her gratitude on behalf of the Club, for the recognition and looks forward to continuing to serve the community.**

B) Presentation by Councilwoman Ayala from the Town of Medley on Health Occupations Students of America (HOSA) Club sponsorship opportunity

**Councilwoman Ayala addressed the City Council and stated that the program assists students in the Medical Academy in Miami Springs High School with promotion of health care awareness and health careers in the future. The Councilwoman Ayala and students requested financial assistance for an upcoming conference from April 9-12<sup>th</sup>. City Council stated that they will address this item later in the agenda.**

C) Presentation made by Girl Scout Troop 2564 Leader Kahnee Rodriguez for Girl Scout Cookie Sales

**Mayor Mitchell introduced Girl Scout Troop Leader Kahnee Rodriguez who then presented awards to the Girl Scout members on Cookie sales. Allison Fink, Bella Rodriguez, Emily Bellas (absent), Isabel Azar (absent), Isabel Benitez, and Maria Lambardi were all recognized for exceptional Cookie Sales this year.**

D) Recognition of the Aquatic Center Lifeguards for the work they do to keep our swimmers safe

**Recreation Director Omar Luna recognized the following lifeguard staff; James Dean, Aquatics Supervisor, and Kevin Frias, also present were members of the lifeguard staff at the Aquatic Center to be recognized for their work. The City Council thanked all of them for all that they do.**

E) Presentation by Caballero Fierman Llerena + Garcia, LLP a) Annual Comprehensive Financial Report (ACFR) for Fiscal Year ending September 30, 2021 and b) Communications with those charged with governance report

**City Manager William Alonso introduced Mr. Enrique Llerena, partner at Alberni Caballero auditors for the City, gave a presentation on the on the City's Annual Comprehensive Financial Report (ACFR) for Fiscal Year ending September 30, 2021. Mr. Llerena reviewed the various sections of the CAFR. He noted that the Compliance Section includes the reports that are required under Generally Accepted Auditing Standards, as well as the Rules of the Auditor General of the State of Florida. The Auditors are pleased to report that they did not identify any significant deficiencies or material weaknesses in internal control, nor did their tests find any instances of non-compliance. He reported that they did not encounter any difficulties in performing or completing the audit; there were no disagreements with management and there were no misstatements requiring correction as a result of the audit. He thanked City Manager/Finance Director William Alonso, and Staff for their cooperation and assistance throughout the entire process.**

F) Presentation from the City Lobbyist, Jose Fuentes from Becker, on status of the City's State funding request for FY22-23

**Mayor Mitchell introduced Jose Fuentes, City Lobbyist, who explained that City was**

granted through State appropriations a total of \$5.5million for City projects. The following were approved by the State budget and pending Governor approval: Miami Springs Senior Center-Supplemental Meals & Services, \$750,000; Erosion Control & Stabilization of Drainage, \$2,000,000; Hook Square Pump House Replacement, \$750,000; South Drive Road & Stormwater Improvements, \$2,000,000.

G) Lobby Artist of the Month March 2022 - Miami Springs Senior High School Art Students displaying watercolor artwork

**Mayor Mitchell recognized students from the Miami Springs Senior High School on the Water Color Displays in the City Lobby. Ms. Beth Goldstein, the Miami Springs High School Art Department Chair, introduced herself and the Assistant High School principal, Mr. Constantino Hernandez to the City Council. Ms. Goldstein provided some background information on the students presenting their artwork in the lobby. She thanked the City Council and City Administration for the opportunity to present the students artwork.**

H) Yard of the Month Award for March 2022 – 117 Glendale Drive - Foruzandeh Jaharshani

**Mayor Mitchell recognized the Yard of the Month for March, the Jaharshani Family, who were not present at the time. City Clerk Erika Gonzalez-Santamaria, stated that the award will be sent to their home.**

5. **Open Forum: The following members of the public addressed the City Council: Councilman Richard Block, Virginia Gardens; Jennifer Graham, 75 Deer Run; Steven Cejas, via Zoom.**

6. **Approval of Council Minutes:**

- A) February 22, 2022 – Workshop
- B) February 28, 2022 – Regular Meeting

**Councilman Best moved to approve the minutes of February 22, 2022 Workshop and the February 28, 2022 Regular Meeting. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Best, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.**

7. **Reports from Boards & Commissions:**

A) Recommendation by Board of Adjustment to City Council to uphold Staff's decision on the UTD (United Teachers of Dade) Administrative Appeal

**Kathy Doyle, 2085 Miami Springs Avenue, address the City Council.**

**After some discussion, Councilman Vazquez moved to defer the item to a future**



hearing. Councilman Best seconded the motion, which carried 4-1 on roll call vote. The vote was as follows: Councilman Best, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes; Vice Mayor Bravo voting No.

City Attorney Jose Arango announced that the City Council will be sitting as the Board of Appeals to hear this item on the last Wednesday of the month, March 30, 2022.

8. **Public Hearings: None at this time.**

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 Repairs For The City Gymnasium’s Wooden Floors From Trident Surfacing, Inc. In An Amount Not To Exceed \$43,500.00; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Police Uniforms From Lou’s Police Distributors In An Amount Not To Exceed \$25,000; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date

**Councilman Vazquez moved to approve the Consent Agenda as recommended by staff. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Best, 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 City Council Of The City Of Miami Springs, Florida Providing For The Second Amendment To The Fiscal Year 2021-22 General Fund And Enterprise Fund Budgets; And Providing For An Effective Date.

**City Manager William Alonso read the Resolution by title.**

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

12. **Other Business:**

A) **Vote of Confidence for the City Clerk as Required by Section 8.01 (1) of the City Charter**

**Councilman Best moved to give City Clerk Erika Gonzalez-Santamaria a vote of confidence. Vice Mayor Bravo seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Best, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.**

B) Vote of Confidence for the City Attorney as Required by Section 8.01 (1) of the City Charter

**Councilman Vazquez moved to give the City Attorney, Weiss Serota a vote of confidence. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Best, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.**

C) Request by Vice Mayor Bravo to discuss additional regulations on short-term rentals, such as transient tax implementation and application/license requirements ***(Deferred to Future Council Meeting)***

D) Request by Vice Mayor Bravo to discuss Residential Color Palette

**After some discussion, Councilwoman Bravo requested that this item be reviewed by the Architectural Review Board. The City Council conceded that this item be forwarded to the Architectural Review Board for further consideration and recommendations.**

E) Appointment of Representative and alternate Representative to the Miami-Dade County League of Cities

**It was the City Council's general consensus that Councilman Fajet be nominated as Director, and Councilman Vazquez be nominated as Alternate Director.**

### **13. Reports & Recommendations:**

A) City Attorney

**City Attorney Jose Arango reminded the City Council that they not discuss the UTD item further since the Council will be sitting in a quasi-judicial manner as the Board of Appeals, he said the hearing is set forth for Wednesday, March 30<sup>th</sup>. He had no report at this time.**

B) City Manager

**City Manager William Alonso reported that the Code Enforcement Department has been working on short-term rental applications and currently has cracked down sixteen that are listed on various vacation rental websites. He stated that Code Enforcement continues to work on this and he will keep the City Council informed in the upcoming weeks. Assistant City Manager Tammy Romero provided a verbal list**

of upcoming City meetings and events, which may also be found on the City's website.

C) City Council

Vice Mayor Bravo thanked City Manager William Alonso and staff for the short-term rental issue and being proactive on the item.

Councilman Best stated that the River Cities Festival was wonderful and a huge success. He had no further report at this time.

Councilman Vazquez announced that bricks are for sell to raise funds for the proposed War Memorial. He stated that he attended the River Cities Festival Friday night, and stated it was nice to see folks out and about. He was happy to hear that there was no noise from the recent FactoryTown events. He recognized Shannen Jaser and Sandra Duarte for their consistent efforts with information and board maintenance, respectively.

Councilman Fajet was unavailable and signed off at 9:37 p.m.

Mayor Mitchell stated that a new business opened on N. Royal Poinciana, Tutti Frutti, frozen yogurt shop, she wished them much luck on their success. She thanked Councilman Best for MC'ing the River Cities Festival this year, and was happy to have the festival back again. The Mayor thanked Senator Manny Diaz, Representative Bryan Avila and Representative Fabricio for all their assistance with state appropriations for a variety of City projects and programs. It was the City Council general consensus to allocate \$750.00 towards the HOSA organization, Councilwoman Ayala's request earlier during presentation. She also requested that the City Council would like to provide a luncheon for the Aquatic Center as a say "thank you" for starting the new season. Mayor Mitchell also recognized Councilman Best's seminar on the history of the Catholic Church and was so educational, not necessarily religious based but very informative on the history behind it.

#### 14. Adjourn

There being no further business to be discussed the meeting was adjourned at 9:55 p.m.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 28th day of March, 2022.*

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*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:** 3/28/2022

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

**Via:** William Alonso, City Manager/Fin. Director

**From:** Omar L. Luna, Recreation Director

**Subject:** Vermont Systems Migration (Rec Trac)

**Recommendation:**

Recommendation by Recreation that Council waive the competitive bid process in the best interests of the City and allow the City Manager to enter into a three year agreement with RecTrac LLC d/b/a Vermont Systems, Inc., in an amount not to exceed \$20,250.00 over the next three (3) years, for the purchase of software, hardware, and related iCloud services necessary to support the Parks and Recreation Department’s project to implement a comprehensive recreation management software platform, as funds were budgeted in the FY 21/22 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code. **Requires 4/5 vote by Council.**

**Discussion:**


This will provide both the Community Center and the Aquatic Center with seamless upgrades and because we already have an existing relationship with Vermont Systems, Inc we are requesting a waiver of competitive bid process for these services. The City has negotiated a contract which is reasonable and fair for both sides. These iCloud hosting services, for the data that is created from the use of the Vermont Systems’ software, will help relieve some of space on our current City servers and it will allow us to start using some of the benefits/tools that Rec. Trac has to offer in the cloud base system. The upgrade will also provide the following features:

1. Web Based access will provide our park patrons an opportunity to pay with a Credit Card/Debit Card at all events.
2. Online Registration will give us an opportunity to establish a program to allow residents online registration for Sports Programs, Facility Rentals, and Summer Camp, etc.

We currently pay \$4,063.40 yearly to Vermont Systems, Inc. for software usage and services. We currently have the \$4,063.40 budgeted for FY 21/22 and will be asking for an additional \$4,050 (first year of cloud hosting) for this Fiscal Year 21/22, if approved.

Moving forward for Fiscal Years 2022/2023 and 2023/2024 we will be adding the additional \$8,100.00 each year to our budget for the Vermont System, Inc hosting services, once approved.

**Submission Date and Time:** 3/18/2022 12:49 PM

| <u>Submitted by:</u>   | <u>Approved by (sign as applicable):</u>   | <u>Funding:</u>  |
|--|--|--|
| <b>Department:</b> Recreation<br><b>Prepared by:</b> Omar Luna<br><b>Attachments:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><b>Budgeted/ Funded:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N | <b>Dept. Head:</b> <br><b>Procurement:</b><br><b>Asst. City Mgr.:</b><br><b>City Manager:</b> | <b>Dept./ Desc.:</b> Recreation Department<br><b>Account No.:</b> 001-5701-572.34-00<br><b>Current request:</b> \$ <u>\$20,250.00</u><br><b>Total vendor amount:</b> \$ <u>\$20,250.00</u> |

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF CLOUD HOSTING SERVICES FROM RECTRAC, LLC D/B/A VERMONT SYSTEMS IN AN AMOUNT NOT TO EXCEED \$20,250.00 OVER A THREE YEAR PERIOD; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in September 2021, the City of Miami Springs, Florida (“City”) entered into an agreement with RecTrac LLC d/b/a Vermont Systems (“Vermont Systems”) for the purchase of software, hardware, and related services necessary to support the Parks and Recreation Department’s project to implement a comprehensive recreation management software platform; and

**WHEREAS**, since the adoption of the software, the City has recognized additional needs related to the use of the software including the need for cloud hosting services (the “Services”) for the data that is created from the use of the Vermont Systems’ software; and

**WHEREAS**, the City Manager has negotiated a cost and a scope of services with Vermont Systems for the Services at compensation which is fair, competitive, and reasonable, and which is attached hereto as Exhibit “A” (the “Proposal”); and

**WHEREAS**, due to the City’s existing relationship with Vermont Systems and as the data to be hosted in Vermont Systems’ cloud storage is the Customer Data created from the use of the Vermont Systems’ software by the City and its end users, the City Manager recommends that the City Council waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the purchase of the Services as being in the best interest of the City; and

**WHEREAS**, pursuant to the recommendation of the City Manager, and subject to the successful negotiation of an agreement between the City and Vermont Systems, the City Council wishes to approve the purchase of the Services from Vermont Systems consistent with the Proposal in an amount not to exceed \$20,250.00 over the next three (3) years; to expend budgeted funds for any renewal term thereafter; and to waive the

competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code; 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, subject to the successful negotiation of an agreement between the City and Vermont Systems, the City Council hereby approves the purchase of Services from Vermont Systems consistent with the Proposal in an amount not to exceed \$20,250.00 over a three (3) year period, and to expend budgeted funds for any renewal term thereafter, pursuant to Section 31-11(E)(6)(g) of the City Code.

Section 3. Waiver. That the City Council hereby waives the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code to purchase the Services from Vermont Systems as being in the best interest of the City.

Section 4. Authorization. That the City Council hereby authorizes the City Manager to continue to negotiate the terms of service with Vermont Systems, and, if successful, to execute a resulting contract for the purchase of the Services consistent with the Proposal, subject to approval by the City Attorney as to form, content, and legal sufficiency; to expend budgeted funds in an amount not to exceed \$20,250 over the initial three (3) year term; and to expend budgeted funds for any renewal term thereafter.

Section 5. Effective Date. That this Resolution shall take effect 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 Jacky Bravo \_\_\_\_\_
Councilman Bob Best \_\_\_\_\_
Councilman Dr. Walter Fajet \_\_\_\_\_
Councilman Dr. Victor Vazquez \_\_\_\_\_

Mayor Maria Puente Mitchell \_\_\_\_\_

PASSED AND ADOPTED this 14<sup>th</sup> day of February, 2022.

\_\_\_\_\_  
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**

**QUOTE FOR CLOUD HOSTING SERVICES**



05/03/2021

Quote Number: QUO-08829-F6V2Z7

Software Pricing is valid for 120 Days  
Hardware Pricing is Subject to Change

**Prepared For:** City of Miami Springs  
Miami Springs, FL

**Prepared By:** Ricci Skitzis (Sales Executive)

**Contact Name:** Caitlin Smith, Special Events/Program Supervisor

**Email:** RicciS@vermontsystems.com

**Contact Email:** smithc@miamisprings-fl.gov

**Toll Free:** 877-883-8757

**Contact Phone:** 305-805-5075

**Direct Phone:** 802-255-2112

**Explanation of Quote:** RecTrac 3.1 Full Hosting Services

**Notes:** We are offering an introductory discounted rate on Hosting Services.  
For planning purposes:  
Hosting Year 1 \$4,050.00  
Hosting Year 2 \$8,100.00  
Hosting Year 3 \$8,100.00  
This pricing is based on a 3 year commitment. Following the first year, Hosting Services will revert to standard pricing.

| Services (recurring)   | Qty | Unit Price | Monthly  | Discount      | Price             |
|--|-----|------------|----------|---------------|-------------------|
| <b>VSI Cloud</b>   |     |            |          |               |                   |
| VSI Cloud Hosting Standard Service - Silver, First 5 Users<br>Monthly †(1) | 1   | \$675.00   | \$337.50 | \$337.50      | \$4,050.00        |
|  |     |            |          | <b>Tax:</b>   | <b>\$0.00</b>     |
|  |     |            |          | <b>Total:</b> | <b>\$4,050.00</b> |

## SERVICES AGREEMENT

This Services Agreement is entered into on [ \_\_\_\_\_ ] (“Effective Date”) by and between **RECTRAC, LLC d/b/a VERMONT SYSTEMS**, a Delaware limited liability company having its principal address at 12 Market Place, Essex Junction, VT 05452 (“VS,” “Licensor,” “we,” “our,” or “us”) and the customer identified in Section 1 below (“Customer,” “Licensee,” “you” or “your”) (each a “Party,” and, collectively, the “Parties”). This Services Agreement, including all attachments, schedules, exhibits or Addenda referenced herein, shall collectively comprise the “Agreement” between you and us. Terms not defined below shall have the meanings as set forth in Section 1 of the Terms of Service.

### 1. CUSTOMER INFORMATION

|  |                              |  |
|--|------------------------------|--|
| <b>Customer Name (Legal Entity)</b>  |                              | <b>Doing Business As (if applicable)</b> |
| City of Miami Springs, FL  |                              |  |
| <b>Office Address</b>  |                              |  |
| 201 Westward Drive, Miami, FL, 33166   |                              |  |
| <b>Business Address</b> (if business is located somewhere other than the office address) |                              |  |
|  |                              |  |
| <b>Customer’s General Contact</b> (for all matters under the Agreement)                  | <b>General Contact Phone</b> | <b>General Contact Email</b>             |
| Omar Luna  | 305-805-5075                 | lunao@miamisprings-fl.gov                |
| <b>Customer’s Billing Contact</b> (for billing matters under the Agreement)              | <b>Billing Contact Phone</b> | <b>Billing Contact Email</b>             |
|  |                              |  |
| <b>VS Customer Lead</b>  | <b>VS Lead Phone</b>         | <b>VS Lead Email</b>                     |
| Ricci Skitzis  | 802-255-2112                 | riccis@vermontsystems.com                |

### 2. TERM

**Initial Term:** 36 months. The Initial Term will commence on the first day of the month in which the software is implemented and available for the Customer’s use and will end 36 consecutive months later.

**Renewal Term:** 12 months. Unless Customer provides written notice of cancellation at least 90 days prior to the expiration of the applicable Term, the Agreement will automatically renew for another 12 month term.

### 3. SERVICES & FEES

You are contracting to receive the Services, and to pay the Fees, as more specifically described in the Quote 08829, attached hereto and incorporated by reference herein.

### 4. PAYMENT SERVICES

You are choosing the following Payment Services option:

|                          |                                      |  |
|--------------------------|--------------------------------------|--|
| <input type="checkbox"/> | <b>VS Gateway Partner Processing</b> | Customer is choosing to use the VS platform and a payment Gateway option for Payment Services. Customer is required to enter into a separate agreement with approved Gateway partner.                      |
| <input type="checkbox"/> | <b>VS PayTrac Payment Processing</b> | Customer is choosing to use the VS PayTrac Payment Processing platform for Payment Services. Customer is required to enter into an additional, separate Sub-Merchant Agreement made part of the Agreement. |

### 5. HOSTING

Customer is choosing the following hosting option:

|                          |                        |   |
|--------------------------|------------------------|---|
| <input type="checkbox"/> | <b>Customer Hosted</b> | Customer hosts data locally, on its own servers. VS has no responsibility for maintaining and/or securing Customer Data on Customer's servers.                  |
| <input type="checkbox"/> | <b>VS Hosted</b>       | VS hosts Customer Data on VS-controlled and maintained servers. Any VS hosting will be subject to all hosting policies as described in the VS Terms of Service. |

### 6. TERMS OF SERVICE

Customer has read, understands and agrees to VS's Terms of Service which shall be incorporated and considered part of this Agreement.

### 7. PRIVACY & SECURITY

Customer has read, understands and agrees to VS's Privacy Policy, which shall be incorporated and considered part of this Agreement. VS's Privacy Policy may be accessed [here](#).



## TERMS OF SERVICE

1. **DEFINITIONS.** Capitalized terms used but not otherwise defined in these Terms of Service will have the meaning ascribed to such terms in the Services Agreement or other applicable Addenda.

**"Addendum" or "Addenda"** means a document added to the Agreement containing new or supplemental terms.

**"Agreement"** means the Services Agreement and any attachments, schedules or exhibits referenced therein, which could include the Order Schedule, Privacy Policy, Terms of Service, Service Level Agreement, Statement of Work, Sub-Merchant Agreement, or any later-signed Addenda.

**"Billing Period"** means the period of time covered by a single recurring dues fee for Services. Unless otherwise noted, a Billing Period will be billed in advance and will cover a period of one (1) year.

**"Cardholder Data"** is a subset of Customer Data and generally includes a Patron's name, billing address, credit card number, expiration date and CVV code.

**"Confidential Information"** means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary" or which the recipient knows or has reason to know is regarded by the disclosing party as such, including information disclosed orally. "Confidential Information" does not include any information that the receiving party can demonstrate by its written records: (a) was known to it prior to its disclosure hereunder by the disclosing party; (b) is or becomes known through no wrongful act of the receiving party; (c) has been rightfully received from a third party authorized to make such a disclosure; (d) is independently developed by the receiving party; (e) has been approved for release with the disclosing party's prior written authorization; or (f) has been disclosed by court

order or as otherwise required by law, provided that the party required to disclose the information provides prompt advance notice to enable the other party to seek a protective order or otherwise prevent such disclosure.

**"Customer"** is a VS customer. The Customer is the individual, business entity, non-profit, military branch, or municipality contracting with us to receive Services as more specifically identified in the Services Agreement. Customer may also be referred to in the Agreement as "you," "your" or "Licensee."

**"Customer Data"** is the content, information or data which you, your End Users and/or your Patrons enter into the Software associated with our Services. Customer Data may include Patron Data, among other types of data.

**"Effective Date"** shall have the meaning as set forth in the Services Agreement.

**"End Users"** are your authorized users of the Software associated with our Services. Those licenses associated with a Customer's concurrent End Users will be listed in the Order Schedule.

**"Fees"** mean any and all fees associated with the use of our Services, including (but not limited to) Software Fees, Hosting Fees, Support Fees, any fees associated with our Payment Services, and/or any fees associated with Professional Services, as well as any other fees or charges permitted by the Agreement. Fees may be recurring, non-recurring, or one-time, as more specifically described in the Order Schedule.

**"Hardware"** means the computer equipment, point-of-sale terminals, or other technical hardware distributed by us or by a reseller on our behalf. Hardware may contain firmware or software.

**"Hosting Fees"** mean the fees associated with the hosting of Customer Data on our VS-controlled servers and systems.

**"Initial Term"** is the initial term for Services, as described in the Services Agreement.

**"Intellectual Property Rights"** means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**"Order Schedule"** means the schedule in the Agreement which itemizes and describes the Services we are willing to provide to you and any specific fees you are agreeing to pay us for such Services.

**"Patron(s)"** mean(s) the individuals who purchase your products and/or services and who otherwise interact with the Software associated with our Services. Patrons are your customers, clients or members.

**"Patron Data"** means information about Patrons entered into the Software by you, your End Users or your Patrons. Patron Data may include (but is not limited to) personally identifiable information and/or Cardholder Data.

**"Payment Services"** means the payment and billing-related services that we may provide to you under the Agreement. Payment Services may be described in the Order Schedule or in a separate Addendum, and your receipt of Payment Services requires that you enter into a separate Sub-Merchant Agreement with us.

**"Professional Services"** are any professional services provided outside of our initial unconfigured install of the Software associated with our Services. Professional services may include consulting, custom development work, implementation, supplemental or onsite training, remote training, or projects which generally fall outside the scope of the Agreement. Unless otherwise agreed, Professional Services will be documented under a separate Statement of Work and signed by the Parties.

**"Services"** mean any and all of those products and/or services offered by us to you under the Agreement. Services may include products or services related to software, hosting, hardware, implementation, support, training and/or payments. A specific itemization of Services can be found in the Order Schedule.

**"Services Agreement"** means the contract between you and us for Services. The Services Agreement, together with any attachments, schedules or exhibits referenced therein, is broadly referred to as the "Agreement" between you and us.

**"Software"** means our proprietary technology software and any and all associated modules, websites, third party integrations and/or mobile applications (if applicable).

**"Software Fees"** mean those fees associated with your access to and use of our Software or any component thereof. We may charge Software Fees monthly, quarterly or annually, as more specifically described in the Order Schedule.

**"Sub-Merchant Agreement"** means our Sub-Merchant Application and Agreement and Payment Service Terms and Conditions, which govern the terms and conditions under which we are willing to provide our Payment Services.

**"Support Fees"** mean those fees associated with our Support Desk, which enables customer support through live channels like phone and chat. We may charge Support Fees monthly, quarterly or

annually, as more specifically described in the Order Schedule.

**"Renewal Term"** means the period which immediately follows the expiration of the Initial Term, as described in the Services Agreement.

**"Team"** includes VS's employees, officers, directors, owners, attorneys, affiliates or representatives.

**"Term"** means the term for Services and includes both the Initial Term and any Renewal Terms, as applicable.

**"VS"** means RecTrac, LLC d/b/a Vermont Systems and its subsidiaries, successors and assigns. VS's business address is 12 Market Place, Essex Junction, VT 05452. VS may also be referred to in the Agreement as "Licensor," "we," "our," or "us."

**2. ACCEPTANCE.** You accept the terms of the Agreement when you (a) click-sign your acceptance to an online version of the Services Agreement; (b) sign a hardcopy of the Services Agreement; and/or (c) access the Services or otherwise accept the benefits of Services. You expressly acknowledge that the person accepting the Agreement on your behalf has the proper legal authority to bind you as the Customer.

### **3. GRANT OF RIGHTS.**

**3.1 Grant of Rights by VS.** Upon the Effective Date, and subject to your timely payment of Fees and remaining in compliance with the Agreement, we grant to you a limited term, worldwide, non-exclusive, non-transferrable, non-assignable license to access and use our Services, including the Software, during the Term solely for the lawful operation of your business. The licensed rights described herein shall be limited to End Users authorized by you to access and use the Software, and your Patrons who have a legitimate right to access and use your products and/or services. The licensed rights conferred herein do not constitute a sale and do not convey to you or any third party any right of ownership in or to our Services, including the Software, or any of our Intellectual

Property Rights. Subject to Florida Public Records laws, upon termination of the Agreement for any reason, any rights granted by us to you will automatically and without notice terminate. To the extent consistent with Florida Public Records laws, the method and means of providing the Services shall be under our exclusive control, management and supervision, although we will try to give your specific requests due consideration. Any rights not specifically granted under the Agreement are expressly reserved.

**3.2 Grant of Rights by Customer.** Upon the Effective Date, and subject to our remaining in compliance with the Agreement, you grant to us a limited term, worldwide, non-exclusive license to access and use your Customer Data (including any Patron Data, as applicable) to deliver, monitor and maintain the Services in accordance with the Agreement. Any rights not specifically granted under the Agreement are expressly reserved.

**3.3 Excess Use.** We will provide you with the number of authorized End User licenses as set forth in the Order Schedule to access and use the Software. You shall have access to functionalities in the Software that can generate reports indicating the number of authorized End Users accessing the Software at any given time. In the event that the number of concurrent End Users exceeds the number of allocated licenses described in the Order Schedule ("Excess Use"), we will notify you by email about such Excess Use and, if you do not reduce the Excess Use within 30 days of such notice, you will be required to pay for any Excess Use with additional licenses, which shall be described in a new invoice and which will automatically update the Order Schedule.

**3.4 Prohibited Use.** You shall not use our Services in violation of the law, whether local, state or federal (including but not limited to the CAN-SPAM Act, the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, the Americans with Disabilities Act, or any consumer protection statute); to intentionally bypass a security mechanism in the System(s); to reverse-engineer

the System(s), or any component thereof, regardless of the reason why; in a way that adversely impacts the availability, reliability or stability of the System(s), or any component thereof; to intentionally transmit material using the System(s) which contains viruses, Trojan horses, worms or some other harmful computer program; to send unsolicited advertising, marketing or promotional materials, whether by email or text, without the recipient's legally-valid consent; to commit fraud; to transmit material that infringes on the intellectual property right of others; to transmit material that is harassing, discriminatory, defamatory, vulgar, pornographic, or harmful to others; or in violation of this Agreement. Violation of this Prohibited Use policy may result in immediate suspension or discontinuation of Services, or legal action which could result in civil damages or criminal punishment.

#### **4. TERM; TERMINATION.**

**4.1 Term.** You will be obligated to the Term as described in the Services Agreement, including any auto-renewal provisions.

**4.2 Termination for Cause.** Prior to expiration of the Initial Term, either you or we may terminate the Agreement for cause (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (c) if the other party dissolves or ceases to do business in the ordinary course. If our termination of the Agreement is for cause, then you shall remain liable for any Fees covering the remainder of the Initial Term, or a Renewal Term, as applicable. Termination for cause will not preclude the non-breaching party from exercising any other rights or remedies permitted by law.

**4.3 Termination for Convenience (Without Cause).** Both parties shall have a right to terminate the Agreement for convenience (meaning without

cause) at any time during the Term with a 90-day advance written notice.

**4.4 Termination Notice.** For termination to be considered effective, you must send your termination notice in writing to Vermont Systems, Inc. at 12 Market Place, Essex Junction, VT 05452.

Notice to the City shall be provided in writing to:

William Alonso CPA, CGFO  
City Manager  
City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166

#### **5. FEES; PAYMENT TERMS.**

**5.1 Payment of Fees.** You agree to pay us all Fees permitted by the Agreement. Fees for specific Services are described in the Order Schedule and may be set up to bill quarterly or annually, as we and you may decide. All Fees are based on Services provided, not on your actual usage. Except as permitted by the Agreement, all Fees paid are non-refundable.

**5.2 Fee Commencement.** Payment for the software subscription and hosting is invoiced and due in full when the initial out of the box, base software URL is emailed to you. This typically occurs less than 30 days after the project "kickoff" date.

**5.3 Due Date; Late Fees; Interest.** Payment is due within 30 days from the date you receive our invoice (the "Due Date"). All payments are due in U.S. dollars. Unpaid balances owed to us will accrue interest at the rate of 1.5% per month.

**5.4 Error Reporting.** Please report any errors that you see on an invoice immediately. If you pay an invoice in full, you will be considered to have accepted the charges contained therein.

**5.5 COLT Increase.** After the Initial Term, all Fees shall be subject to a cost of living and technology ("COLT") enhancement increase of the greater of five percent (5%) or the aggregate change in the



CPI (Consumer Price Index). VS reserves the right to apply the COLT enhancement to any Fees at the start of each Renewal Term, in its sole and absolute discretion.

**5.6 Breach for Non-Payment of Fees.** Payment not made within 30 days of the Due Date will result in an automatic breach of the Agreement and start the clock on a 20-day period in which to cure. If payment is still not received by the 51st day after the scheduled Due Date, we reserve the right to suspend Services until all outstanding Fees are paid. Continued non-payment of Fees more than 60 days after the Due Date will result in a default under the Agreement. In the event of default, all payments otherwise due to us under the Agreement will be accelerated and will be considered due and payable by you immediately, as of the date of default. To the extent permitted by and consistent with Florida Public Records laws, we shall have no obligation to release any of your Customer Data until all outstanding Fees are paid in full.

**5.6. Taxes.** Reserved.

## 6. MODIFICATIONS.

**6.1 Changing the Terms of Service.** Reserved.

**6.2 Changing the Order Schedule.** You may add or remove Services during the Term at any time provided that we agree to such changes. We reserve the right to change our fees and/or introduce new charges at any time with at least 30 days prior notice to you, which notice may be provided by email. Any such change shall be approved by the City in writing and shall not take effect until the following fiscal year, beginning on October 1. Any such change or addition of services shall be memorialized by a signed amendment between the parties.

**6.3 Other Changes to the Agreement.** Except as otherwise described in this Section, no modification of the Agreement, including, but not limited to, subsequent terms included within your Purchase Orders, will be binding unless in writing

and manually signed by an authorized representative of the parties.

## 7. CUSTOMER DATA.

**7.1 Customer Data Generally.** You represent and warrant that you own or have appropriate rights to all of your Customer Data. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or rights to use of all Customer Data (including Patron Data, as applicable). Except as specifically provided for in the Agreement, we shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of your Customer Data.

**7.2 Hosting Obligations.** Hosting of Customer Data on VS-controlled servers and systems does not come standard with all Agreements; Customers must specifically contract for hosting services and pay all associated Hosting Fees. **IF VS CUSTOMER DOES NOT SELECT VS'S HOSTING SERVICES, AND INSTEAD CHOOSE TO HOST CUSTOMER DATA ON ITS OWN SYSTEMS AND SERVICES, THEN WE MAKE NO WARRANTIES AND DISCLAIM ALL LIABILITY ASSOCIATED WITH SUCH CUSTOMER DATA OR CUSTOMER'S OWN HOSTING ACTIVITIES, INCLUDING (BUT NOT LIMITED TO) INCIDENTS RESULTING IN data breach, MISAPPROPRIATION OF CUSTOMER DATA, VIOLATIONS OF PRIVACY RIGHTS, AND/OR ANY OTHER SITUATION RESULTING IN DAMAGES OR MONETARY LOSS ARISING OUT OF OR RELATING TO THE HOSTING OR STORAGE OF CUSTOMER DATA.** If Customer chooses VS for hosting services, and we actually store Customer Data on a VS-controlled system or service, then, in addition to those terms and conditions described in our Privacy Policy, and provided Customer remains current in its payment of Hosting Fees and otherwise compliant with the Agreement, then we make the following limited representations and warranties with respect to our hosting services: we will, at all times during the Term of the Agreement:

(a) maintain a comprehensive data security program which includes reasonable and appropriate technical, organizational and security measures against the destruction, loss, unauthorized access or alteration of Customer Data (including Patron Data, as applicable) which measures will be no less rigorous than the accepted security standards for similarly situated companies in the industry; and (b) provide our hosting services in a good and workmanlike manner; and (c) offer hosting services which comply with applicable local, state or federal laws, including, but not limited to, the Florida Public Records laws. The limited representations and warranties described herein shall be subject to any other limitations of liability described by the Agreement.

**7.3 Return of Customer Data.** If we are providing you with hosting services, then you shall have access to your Customer Data (including Patron Data, as applicable) for the duration of the Term, subject to the terms and conditions of the Agreement. To the extent permitted by law and consistent with the requirements of Florida Public Records laws, upon termination of the Agreement, or where you properly cancel hosting services during the Term, your access to any VS-hosted Customer Data will end immediately on the same day in which you cancel or terminate the Agreement; provided, however, that you may request continued access to your Customer Data for a period not to exceed 30 days (unless we specifically agree otherwise) and subject to additional fees for the limited purpose of transferring your Customer Data to your own systems or servers. To the extent permitted by law and consistent with the requirements of Florida Public Records law, upon termination of the Agreement, or cancellation of your hosting services with us, we may, but shall not be required to, store or hold your Customer Data on our servers at our cost and expense, or immediately destroy your Customer Data. Notwithstanding the foregoing, we reserve the right to maintain a copy of any other record, book, file and other data, as specified in the Agreement and in such detail as shall

properly substantiate claims for payment, for a minimum of one (1) year beginning on the first day after the Agreement is properly terminated, or for such longer period as may be necessary for the resolution of any dispute, negotiation, audit, or other inquiry involving the Agreement.

**8. SPLASH PAGE.** We disclaim all liability with respect to the WebTrac splash page including (but not limited to) compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194, the Americans with Disabilities Act, or any other applicable federal or state laws or regulations relating to accessibility for persons with disabilities.

**9. HARDWARE.** We shall have no obligation to provide you with the Hardware necessary to access our Services or use our Software. Any Hardware used must comply with our minimum system requirements. If we choose to provide you with Hardware, a description of such Hardware and pricing will be described in your Order Schedule. In the absence of specified pricing, we may provide you with Hardware at our then-current market rates. Full payment for Hardware and any related third-party software is due following delivery. The verification process must be completed so that all payments can be made within 30 days of delivery. Any VS-supplied Hardware will include warranties from the manufacturer or distributor, as applicable, for a specific period. We offer no warranties on Hardware.

**10. INSTALLATION; TRAINING.** We will provide an initial unconfigured install of the Software as part of the Fees you pay for Services. Subsequent installations or software configuration will be subject to additional charges on a "time and materials" basis at our standard rates. Based upon on a mutually agreed implementation plan, we will provide training and setup services at our standard rates (plus expenses - if any incurred). Implementation and Training may be performed remotely or on-site. We also offer access to online training materials, including: user reference

manuals, installation planning guides, report listings, "FasTrac" how to videos, online help, and a sample training database with tutorials. You may request follow-up or additional trainings at our then-current hourly rates, and subject to scheduling availability. Unless we agree otherwise, any additional training will occur online (remote). You may request on-site training at our then-current day rates, subject to scheduling availability. For on-site training, you will be responsible for all VS expenses associated with travel, lodging, meals and other necessary expenses associated to the project.

If scheduled training is cancelled with less than three (3) weeks' notice, you will be responsible for any travel expense losses, plus an additional rescheduling/cancellation fee of 10% of the price per scheduled block of time/minimum \$125.00. On-site and/or remote training booked over a weekend or holiday may be subject to additional charges

## 11. CUSTOMER SUPPORT.

**11.1 Standard Support.** All Customers receiving our Services will receive "Standard Support" services, which includes online support and access to a VS support documentation library. Online support includes access to an online knowledge database, support videos accessible through the VS website, e-learning content and the ability to participate at no additional cost in periodic live webinars offered from time to time by VS. The VS support documentation library is accessible through the VS website and includes access to user reference manuals, installation planning guides, report listings, online help and a sample training database with tutorials. Customers can print any number of copies needed to train staff and manage their business operation. Customers can access standard support channels online, 24 hours a day, 7 days a week. VS's standard support services are included with Customer's payment of Software Fees.

**11.2 Premium Support (Support Desk).** Customers choosing our "Premium Support" service will receive access to our award-winning "Support Desk," which, in addition to Standard Support, makes certain channels available to Customers like phone and chat support with a live VS support agent. Customers receiving Premium Support shall be responsible for paying Support Fees as described in the Order Schedule. The Support Desk is open for call-in phone support five (5) days a week, Monday through Friday, 8 am ET to 8 pm ET; real-time chat support is available five (5) days a week, Monday through Friday, 8 am ET to 5 pm ET. Premium Support includes online portal case creation, email assistance and call-back services, and Customer ability to choose remote-in live support services via Zoom or Microsoft Teams.

**11.3 Customer Support Not Provided.** Regardless of whether you are a Standard Support or Premium Support Customer, we do not provide the following customer support services as part of the Agreement: (a) actual usage of standard hour pager support, 8 pm ET to 8 am ET, Monday through Friday, and Saturday, Sunday and holidays, 24 hours, 7 days a week; (b) travel and out-of-pocket expenses for installation and on-site training services; (c) telephone support related to computer hardware, operating systems, networking, reinstallation and configuration of application software (including VIC), point-of-sale hardware, and access control hardware; (d) telephone support and/or training as a substitute for on-site training or classroom training; (e) VS application software WAN access configuration; (f) customized discovery, custom programming, development, and maintenance; (g) interfaces to export or import data from or to other application software databases; and (h) extended dedicated support to implement or change certain functions, such as switching from cash to accrual accounting or customizing WebTrac splash page; (i) performing periodic VS software updates if database is on-premises; (j) purchase installation or configuration of SSL certificates for on-premises configurations; and (k) data entry or database management. VS may provide some of these Services under a

separate engagement, the terms of which should be agreed upon and documented in a signed Statement of Work.

**11.4. Remote Access Authorization.** We will provide you with on-going support or updates for the proper functioning of our Services, including the Software, which we can only provide or make available through remote access to your technology systems. By using our Services, or accessing our Software, you expressly authorize us to access your technology systems remotely for the limited purpose of providing you with any support or updates relevant to our Services. You shall be solely liable for the cost, interoperability, proper functioning, and security of any remote access facilities or methods used by you, and we shall not be deemed to be in violation of our obligations to you, nor in breach of the Agreement, as the result of our inability to remotely access your technology systems. Our right of remote access as described herein shall be deemed a continuing right until such time as the Agreement terminates, for any reason. We agree to use commercially reasonable efforts to comply with any of your published security-related protocols when remotely accessing your technology systems.

**12. PAYMENT SERVICES.** To be eligible for Payment Services, you must complete our Sub-Merchant Application and submit it to VS Company underwriting for approval. Once accepted, your Sub-Merchant Application will convert to a Sub-Merchant Agreement, inclusive of the Sub-Merchant Application and Agreement (SMAA) and our Payment Service Terms and Conditions, which shall be considered part of the Agreement.

**13. PROFESSIONAL SERVICES.** We reserve the right to provide you with an estimate of fees for Professional Services based on the approximate number of hours we think will be reasonably required to complete an engagement, multiplied by a fixed hourly rate. If we underestimate the fees for Professional Services based on work actually performed, you will be responsible any cost overruns at the same hourly rate. We will invoice

you separately for cost overruns. To help you track and plan for any cost overruns, we will track our actual Professional Service hours and, upon written request, provide you with a weekly time report. Any specific details of an engagement for Professional Services shall be described in a Statement of Work and signed by the parties. Any fees for Professional Services will be considered part of the Fees owed under the Agreement.

**14. CUSTOM DEVELOPMENT.** While we welcome any suggestions or comments you might have about how we can improve our products and services, we do not custom develop our Services (including the Software) to suit the business needs of any particular client. We will consider all suggested improvements to the Services, and, as we determine, will incorporate any approved items to our development roadmap. If there is a feature or functionality that you would like to see added to our Services, and you would like the project completed on a certain timeline, you can make a custom development request and, based on our staffing and other considerations, we will scope the project and provide you with a written quote which you can accept or reject. Custom development work will be considered a separate engagement for Professional Services and will be billed outside of the Agreement. Custom development work shall not be considered work-for-hire. We will own and control any product outcome of the engagement and we reserve the right to incorporate any new feature or functionality into our larger product or service offerings.

**15. OWNERSHIP RIGHTS.**

**15.1 What Belongs to VS.** We reserve all title and interest to our Intellectual Property Rights. We alone own our Intellectual Property Rights, in addition to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or any other party relating to our Services. In addition, we retain all rights, title and interest in and to our Software and any splash page designs that we may create and/or maintain on your behalf and license to you. The

Vermont Systems™, VS™ and VS Payments™ names and logos are registered trademarks of Vermont Systems and no right or license is granted to use them without our express written permission.

**15.2 What Belongs to Customer.** You reserve all rights, title and interest to your Customer Data. You own all rights, title and interest to Customer trademarks, service marks and other intellectual property. To the extent permitted by and consistent with Florida Public Records law, we reserve the right to withhold, remove and/or discard your Customer Data without notice for any breach, including without limitation, your non-payment of Fees.

**16. CONFIDENTIALITY.** To the extent permitted by law, a party (the "Receiving Party") shall not disclose the disclosing party's (the "Disclosing Party") Confidential Information to any person or entity, except to the Receiving Party's employees who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (b) to establish a party's rights under this Agreement, including to make required court filings. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire one year after the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

**17. PROTECTION OF EDUCATIONAL INFORMATION.** We understand and acknowledge that in the performance of our Services, we may have access to private and confidential information regarding students, parents, guardians, faculty, donors, employees, staff, alumni (collectively, "Educational Information") that may be covered by the federal Family Educational Rights and Privacy Act ("FERPA"), or similar state laws. We will not disclose, copy, or modify any Educational Information without your prior written consent, or unless otherwise required by law. We will notify you if we become aware of a possible unauthorized disclosure or use of Educational Information.

**18. LIMITED WARRANTIES.** We represent and warrant that (a) we own the appropriate rights to license and/or sublicense our Services (including the Software); (b) the Services (including the Software) will conform with any then-available published specifications; (c) at the time of signature of this Agreement, our Software is free of any viruses, Trojan horses, malware, spyware, ransomware or other harmful code; and (d) that there have been no violations of copyrights or patent rights in connection with the Services (including the Software) offered. We do not warrant that the Services (including the Software) will be entirely free from defect or error. **EXCEPT AS SPECIFICALLY STATED HEREIN, THE SERVICES (INCLUDING THE SOFTWARE) ARE BEING PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED.** No advice or information, whether written or oral, obtained from us, or any member of our Team, will create any warranty not expressly made.

**19. LIMITATIONS OF LIABILITY.**

**19.1 EXCLUSIVE REMEDY. YOUR EXCLUSIVE REMEDY FOR ANY FAILURE OF OUR OBLIGATIONS UNDER THE AGREEMENT SHALL BE YOUR RIGHT TO TERMINATE THE AGREEMENT FOR CAUSE AND WITHOUT PENALTY, AND ANY CREDITS WHICH MAY BE DUE UNDER AN APPLICABLE SERVICE**

**LEVEL AGREEMENT (IF A SERVICE LEVEL AGREEMENT IS OFFERED AS PART OF THE AGREEMENT).**

**19.2 EXCLUDED DAMAGES. IN NO EVENT SHALL WE BE LIABLE OR RESPONSIBLE TO YOU FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICES OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**

**19.3 DAMAGES CAP. IN NO EVENT SHALL OUR LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCES EXCEED THE AMOUNT OF FEES YOU ACTUALLY PAID TO US FOR SERVICES IN THE THREE (3) MONTH PERIOD DIRECTLY PRIOR TO THE ACTION GIVING RISE TO ALLEGED LIABILITY.**

**19.4 TIME LIMITATION. YOU FURTHER AGREE THAT ANY CLAIM WHICH YOU MAY HAVE AGAINST US MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE, OTHERWISE THE CLAIM SHALL BE PERMANENTLY BARRED.**

**19.5 MATERIALITY. THE LIMITATIONS IN THIS SECTION ARE A MATERIAL BASIS OF THE BARGAIN, AND THE TERMS OF THE AGREEMENT WOULD BE DIFFERENT WITHOUT SUCH LIMITATIONS. THE LIMITATIONS IN THIS SECTION ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. MULTIPLE CLAIMS WILL NOT ENLARGE ANY DAMAGES CAP DESCRIBED HEREIN.**

## **20. INDEMNIFICATION.**

**20.1 INDEMNIFICATION BY THE CITY OF MIAMI SPRINGS.** You shall indemnify and defend us (including any employee, officer, or agent) and hold us harmless against any claim, suit, demand or

proceeding ("Claim") that arises from your actions, your use or misuse, of the Services (including, but not limited to, the Software); your breach of the Agreement or these Terms of Service; or your infringement on someone else's rights, including but not limited to, third party intellectual property rights. We reserve the right to handle our own legal defense however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy. To the extent permitted by law, rights shall include all costs associated with the Claim or Claims, including attorneys' fees, court costs, dispute resolution costs, and/or fees associated with collection.

## **20.2 INDEMNIFICATION BY VERMONT SYSTEMS.**

Subject to the Limitations of Liability described in Section 19, we will defend, indemnify and hold your employees, officers, and agents harmless, at our expense, any third-party Claim made against you during the Term to the extent the Claim alleges that (a) the VS System or our Services directly infringe on the third party's patent, copyright or trademark; (b) we have misappropriated the third party's trade secret ("Infringement Claim"). We will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to by us in writing); or (c) that otherwise arises from VS' failure to comply with the terms of this Agreement. In the defense or settlement of any Infringement Claim, we may, at our sole option and expense: (i) procure for you a license to continue using the VS System or Services, or the allegedly infringing component or feature thereof, under the terms of this Agreement; (ii) replace or modify the allegedly infringing VS System or Service, or the allegedly infringing component or feature thereof, to avoid the infringement; or (iii) where (i) or (ii) are not reasonable or commercially feasible, terminate your license and access to the VS System and/or Services (or its infringing part) and issue you a refund for any prepaid Fees related to the loss of such Services. Notwithstanding the foregoing, we shall have no liability for any Infringement Claim that arises from any: (A) use of the VS System or Services in violation of the

Agreement; (B) modification of the VS System or Services by you or any third party acting on your behalf; (C) failure by you to install the latest updated version of VS System software or Services as requested by us to avoid infringement; or (D) third party products, services, hardware, software or other materials, or combination of these with the VS System or Services, if the VS System or Services would not be infringing without this combination.

**21. DISPUTE RESOLUTION.** Many concerns can be resolved by calling us at (877) 883-8757. If a dispute cannot be resolved informally, this Dispute Resolution provision explains how claims (whether by you against us, or by us against you) will be resolved.

**21.1 Definition.** "Claim" means any current or future claim, dispute or controversy relating in any way to our Agreement. Claim includes (a) initial claims, counterclaims, cross-claims and third-party claims; (b) claims based upon contract, tort, fraud, statute, regulation, common law and equity; and (c) claims by or against any third party using or providing any product, service or benefit in connection with our Agreement or the Software.

**21.2 Claim Notice.** Before beginning a lawsuit, mediation or arbitration, you and we agree to send a notice (a "Claim Notice") to each party against whom a Claim is asserted. The Claim Notice will give you and us a chance to resolve our dispute informally or in mediation. The Claim Notice must describe the Claim and state the specific relief demanded. Notice to you may be sent to your current mailing address or email address on file. You must provide your name, address and phone number in your Claim Notice. Your Claim Notice must be sent to Vermont Systems, Inc., ATTN: Legal, 12 Market Place, Essex Junction, VT 05452.

**21.3 Mediation.** Before beginning mediation, you or we must first send a Claim Notice. Within 30 days after sending or receiving a Claim Notice, you or we may submit the Claim for mediation. Mediation fees will be split equally, and the location for mediation shall be mutually decided

between you and us. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitations will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a Claim to mediation will not affect your or our rights to elect arbitration.

**21.4 Arbitration.** You or we may elect to resolve any Claim by individual binding arbitration. This election may be made by the party asserting the Claim or the party defending the Claim. Claims will be decided by one neutral arbitrator who will be a retired judicial officer or an attorney with at least 10 years of experience; however, if we both agree, we may select another person with different qualifications. If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to that claim. The arbitrator's decisions are enforceable as any court order and are subject to very limited review by a court. The arbitrator's decision will be final and binding. Before beginning arbitration, you or we must first send a Claim Notice. The party electing arbitration must choose to arbitrate either before JAMS or AAA. This arbitration provision is governed by the FAA. You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees). We will be responsible for our arbitration fees.

**22. NOTICES; GOVERNING LAW; JURISDICTION.**

**22.1 General.** Who you are contracting with under this Agreement, who you should direct notice to under this Agreement, what law will apply in any lawsuit arising out of this Agreement, and which court can adjudicate any such lawsuit to this Agreement are as follows:

|   |   |
|---|---|
| Who you are contracting with:             | RecTrac, LLC d/b/a Vermont Systems  |
| Notices to be sent to:                    | 12 Market Place<br>Essex Junction, VT 05452<br><a href="mailto:legal@vermontsystems.com">legal@vermontsystems.com</a> |
| Governing law is:                         | Florida   |
| Courts having exclusive jurisdiction are: | State courts of Miami-Dade County, Florida , or the U.S. District Court for Southern Florida                          |

**22.2 Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to you shall be addressed to the designated contact person identified in the Services Agreement at the email address or physical address listed.

**22.3 Agreement to Governing Law and Jurisdiction.** Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

**22.4 Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action

or litigation in any way arising out of or related to this Agreement.

**23. GENERAL PROVISIONS.**

**23.1 Privacy Rights.** You are required to comply with our Privacy Policy, which may be revised from time to time, and which are expressly incorporated into the Agreement.

**23.2 Minimum System Requirements / Interoperability.** It is your responsibility to ensure your computer systems, internet connections, IT infrastructure, peripherals, systems, servers, mobile devices and/or workstations comply with the minimum system requirements necessary to receive our Services. We shall not be responsible for any internet speed or connectivity issues at your location, or other problems related to your technology equipment, including third party internet service or your IT infrastructure. You shall be required to comply with our technical specifications.

**23.3 Reference.** You agree that, within 30 days of the Effective Date, we may issue a new business press release about our business association and post your logo and a brief description of your business on our website.

**23.4 Independent Contractor Relationship.** Our legal relationship to you is that of an independent contractor. The Agreement does not form a partnership, franchise, joint venture, employment, agency and/or fiduciary relationship between you and us.

**23.5 Non-Discrimination Endorsement.** We shall not discriminate in our employment practices and will render all Services under the Agreement without regard to race, color, religion, sex, sexual orientation, age, national origin, veteran's status, political affiliation, or disabilities. Specifically, we will abide by the requirements of Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, the Vietnam Era Veteran's Readjustment Assistance Act of 1974;



Title IX of the Education Amendments of 1972, and the Fair Housing Act of 1968, as amended.

**23.6 Export Controls.** The Services and any derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on the United States' government denied-party list. Additionally, you shall not permit End Users to access or use the Subscription Services while located in a United States embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea), or in violation of any United States' export law or regulation.

**23.7 Anti-Bribery.** You agree that neither your employees, agents or representatives have received or been offered any illegal or improper bribe, kickback, gift, or thing of value from us, or any member of our Team, in connection with the Agreement. If you learn of any violation of the above restrictions, you agree to promptly notify us.

**23.8 Legal Advice.** All Professional Services and other information provided to you in the normal course of our business relationship should be considered for informational purposes only and is not to be taken as legal advice. You are advised to speak with your own independent counsel about all matters of a legal nature.

**23.9 Waiver; Cumulative Remedies.** No failure or delay by either party in exercising any rights under the Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided in the Agreement are in addition to, and not exclusive, of any other remedies of a party at law or in equity.

**23.10 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety without your consent, to our affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of

our assets not involving one of your direct competitors. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**23.11 Force Majeure.** We shall not be in default under any provision of the Agreement or be liable for any delay, failure of performance or interruption in Services (including the Software) resulting, directly or indirectly, from causes beyond our reasonable control, including but not limited to any of the following: earthquake, lightning or other acts of God; fire or explosion; electrical faults; vandalism; cable cut; water; hurricanes; fire; flooding; severe weather conditions; actions of governmental or military authorities; national emergency; insurrection, riots or war; terrorism or civil disturbance; strikes, lock-outs, work stoppages or other labor difficulties; supplier failure; shortage; or telecommunication or other internet provider failure.

**23.12 Survivability.** Even if you terminate the Agreement with us, the following sections of the Agreement will still apply: Terms of Service Section 7.2 (Hosting Obligations); Section 16 (Confidentiality); Section 17 (Protection of Educational Information); Section 18 (Limited Warranties); Section 19 (Limitations of Liability); Section 20 (Indemnification); Section 21 (Dispute Resolution); Section 22 (Notice; Governing Law; Jurisdiction); Section 23.8 (Legal Advice); Section 23.11 (Force Majeure) and Section 23.16 (Entire Agreement; Priority of Documents).

**23.13 Severability.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of the other provisions of the Agreement, which provisions will remain in full force and effect. If any provision of this Agreement shall be deemed unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination will alter such provisions so that it is enforced and will

enforce it in its altered form for all purposes contemplated by the Agreement.

**23.14 Headings.** The bolded headings contained in the Agreement are for convenience of reference only, shall not be deemed to be a part of the Agreement and shall not be referred to in connection with the construction or interpretation of the Agreement.

**23.15 Construction.** For purposes of the Agreement, wherever the context requires, the singular shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter gender, and vice versa; and "and" shall include "or," and vice versa. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of the Agreement.

**23.16 Entire Agreement; Priority of Documents.** The Agreement (including these Terms of Service) and any additional terms or Addenda, as applicable, make up the entire Agreement and supersede all prior agreements, representations, and understandings. All additional terms and/or Addenda will be considered incorporated into the Agreement when you agree to them. If there is an actual conflict or direct inconsistency between any of the attachments, schedules or exhibits referenced in the Services Agreement, then the following shall be the prioritization of documents that should be deemed to control and govern: first, any later-signed Addenda or Statement of Work (as applicable); then the Services Agreement; then the Service Level Agreement (as applicable); then the Terms of Service; then the Privacy Policy.

**23.17 Electronic Signature.** The Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but such counterparts together shall constitute one and the same instrument. Delivery of executed counterparts by email, .PDF, or other electronic delivery method shall be effective as delivery. Electronic signatures, including any click-sign process, will be deemed as original.

**23.18 Consent to Do Business Electronically.** By signing the Services Agreement, you consent to do business electronically, which means that you agree that all VS agreements and policies, including amendments thereto and documents referenced therein, as well as any notices, instructions, or any other communications regarding transactions and your agreements with VS may be presented, delivered, stored, retrieved, and transmitted electronically. You must keep us informed of any change in your electronic or mailing address or other contact information. Your electronic signature, including, without limitation clicking "Agree and Continue" or "I Accept" or an action of similar meaning or significance, shall be the legal equivalent of your manual signature. You may withdraw your consent to doing business electronically at any time by contacting us and withdrawing your consent. However, any communications or transactions between us before your withdrawal of such consent, will be valid and binding.

**24. PUBLIC RECORDS.** In accordance with Florida Statute 119.0701, we shall keep and maintain public records required by you in performance of services pursuant to the contract. Upon request from your custodian of public records, we shall provide you with a copy of the requested records or allow the records to be inspected or copied within a reasonable time. We shall 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 we do not transfer the records to you. We shall, upon completion of the contract and settlement of all payments owed to us, at no additional cost, transfer to you all public records in our possession or keep and maintain public records required by you to perform services pursuant to the contract. If we transfer all public records to you upon completion of the contract, we shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If we keep and maintain

public records upon completion of the contract, we shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to you, upon request from your custodian of public records, in a format that is compatible with your information technology system.

## Notice Pursuant to Section

### 11.0701(2)(a), Florida Statutes:

**IF VS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLI RECORDS:**

**ERIKA GONZALEZ, MMC  
201 WESTWARD DRIVE  
MIAMI SPRINGS, FL, 33166  
305-805-5006  
GONZALEZE@MIAMISPRINGS-  
FL.GOV**

**25. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Customer requires all Contractors doing business with the Customer to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Customer will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide proof of its enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, VS acknowledges that it has read Section 448.095, Florida Statutes, including by

not limited to obtaining E-Verify affidavits from sub-contractors; and has executed the required affidavit attached hereto and incorporated herein.

## 26. Insurance.

**26.1. VS shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the VS's insurance and shall not contribute to the VS's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent. Should the City increase the required insurance coverage amounts without mutual agreement with Vermont Systems, Vermont Systems reserves the right, in its sole discretion, to adjust the City's Order Schedule of fees for the following fiscal year.**

**26.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of VS. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.**

**26.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee,**

subcontractor or agent of the VS shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, VS must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

<https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf>.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

<https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm>.

**26.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.**

**26.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the City shall select this box: .**

**26.2. Certificate of Insurance. Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. VS shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals**

that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. Acceptance of the Certificate(s) is subject to approval of the City.

**26.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of VS in performance of this Agreement. VS's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to VS's insurance. VS's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.**

**26.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. VS shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.**

**26.5. The provisions of this section shall survive termination of this Agreement.**



# AGENDA MEMORANDUM

**Meeting Date:** 03/28/2022

**To:** The Honorable Mayor and Members of the City Council

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

**Subject:** Increase in Sanitation fees

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**Recommendation:**

**“In accordance with Resolution 2009-3448, the Administration requests approval of a 4% increase in sanitation/recycling fees which is the FY21-22 increase of 4% assessed by the County for disposal and recycling fees.”**

**Discussion/Analysis:**

During September 2021, the City received notice from Miami Dade Solid Waste Management (attachment a) that their disposal and recycling fees will both increase by 4% effective October 1, 2021. The CPI for Miami Dade is at 5% but increases by the county are capped at 4%. We recommend the increase of 4% for next fiscal year in order to cover the increases in operating costs of the department.

Since the City includes the annual sanitation charges on the property tax bills, it was too late to make any changes for the tax bills that were mailed out in October 2021. We are hereby requesting approval of the new fee which will be included in the tax bills that will be mailed out in October 2022. The current annual sanitation/recycling fee is \$682.14. The new fee will be \$709.32. this increase represents \$2.27 a month to the single family residential customers.

Multi-family dwellings will go from the current \$19.21 per unit to \$19.98 per unit.

The following is a history of prior increases:

| <u>Fiscal Year</u>        | <u>% Increase</u> | <u>Old annual rate</u> | <u>New annual rate</u> |
|---------------------------|-------------------|------------------------|------------------------|
| FY12-13                   | 1.7%              | \$618.00               | \$628.00               |
| FY14-15                   | None              | \$628.00               | no change              |
| FY15-16                   | 2.3%              | \$628.00               | \$642.00               |
| FY16-17                   | None              | \$642.00               | no change              |
| FY17-18                   | 0.78%             | \$642.00               | \$648.00               |
| FY18-19                   | 2.71%             | \$648.00               | \$665.16               |
| FY19-20                   | 1.13%             | \$665.16               | \$672.72               |
| FY20-21                   | 1.40%             | \$672.72               | \$682.08               |
| FY21-22 (current request) | 4.00%             | \$682.08               | \$709.32               |

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ESTABLISHING RATES FOR COLLECTION OF GARBAGE, TRASH AND RECYCLING FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS EFFECTIVE OCTOBER 1, 2022; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

**WHEREAS**, Section 93.07(b) of the City's Code of Ordinances authorizes the City Council to establish a fee schedule by resolution for regular collection and disposal of garbage, rubbish, and garden trash; and

**WHEREAS**, on June 22, 2009, the City Council adopted Resolution 2009-3448, authorizing an increase in sanitation rates by the percentage increase imposed annually by the County; and

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

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

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

**Section 2. Approval.** That the Schedule of Sanitation Fees attached hereto and incorporated herein as Exhibit A is hereby approved as the official fee schedule for the services specified therein effective October 1, 2022.

**Section 3. Implementation.** That the City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 4. Effective Date.** That this Resolution shall become effective immediately upon its 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      | _____ |
| Councilwoman Dr. Walter Fajet | _____ |
| Councilman Dr. Victor Vazquez | _____ |
| Mayor Maria Puente Mitchell   | _____ |

PASSED AND ADOPTED this XX<sup>th</sup> day of XXXX, 2022.

\_\_\_\_\_  
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**  
**CITY OF MIAMI SPRINGS**  
**SCHEDULE OF SANITATION FEES**

Effective October 1, 2022

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

| Service       | Prior Rate (per unit/month) | New Rate (per unit/month) |
|---------------|-----------------------------|---------------------------|
| SF- Garbage   | \$26.33                     | \$27.38                   |
| SF- Trash     | \$27.59                     | \$28.69                   |
| SF- Recycling | \$2.92                      | \$3.04                    |

- b) Multi-family (MF) dwellings of 3 or 4 units, including auxiliary or separate units within the residential areas, limit shall be 90-gallon automated system container(s) sufficient to contain garbage and waste per property; twice weekly garbage collection; fees shall be charged per living unit; and weekly for trash.

| Service       | Prior Rate (per unit/month) | New Rate (per unit/month) |
|---------------|-----------------------------|---------------------------|
| MF- Garbage   | \$4.35                      | \$4.52                    |
| MF- Trash     | \$13.64                     | \$14.19                   |
| MF- Recycling | \$1.22                      | \$1.27                    |

- c) Annual Cost of Living Adjustment – In the event that the Miami Dade County Department of Solid Waste Management (MDCSWM) notifies the City that its dumping fees to the City will increase, the City Council hereby authorizes the garbage and trash rates set forth herein to be increased by a percentage amount equal to the percentage of the rate increases being imposed by MDCSWM. The implementation of this annual cost of living rate increase shall require City Council approval prior to becoming effective.



In accordance with paragraph c) Annual Cost of Living Adjustments in the rate chart approved under resolution 2009-3448 by Council as well as the additional increase for operating costs, the Administration requests approval to increase our sanitation rate from the current \$53.92 per month to \$56.07 per month, and our recycling fee from \$2.88 to \$3.04 per month, effective October 1, 2022. If Council approves this increase, we are attaching the required resolution for their approval.

**Fiscal Impact (If applicable):**

This increase represents approx. \$100,000 in additional revenues that will offset the increased costs from the County's increase as well as increased operating costs of the operation.



miamidade.gov

Department of Solid Waste Management

2525 NW 62<sup>nd</sup> Street • Suite 5100

Miami, Florida 33147

T 305-514-6666

September 28, 2021

Mr. William Alonso  
City Manager  
City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166

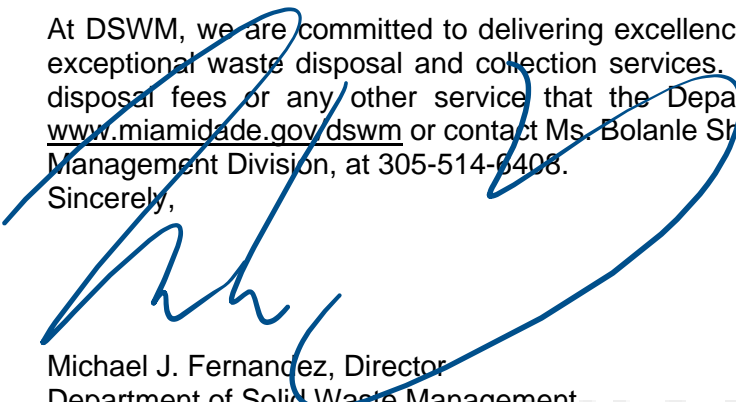
REFERENCE: Contracted Disposal Fee and the Transfer Fee for FY 2021-22

Dear Mr. Alonso:

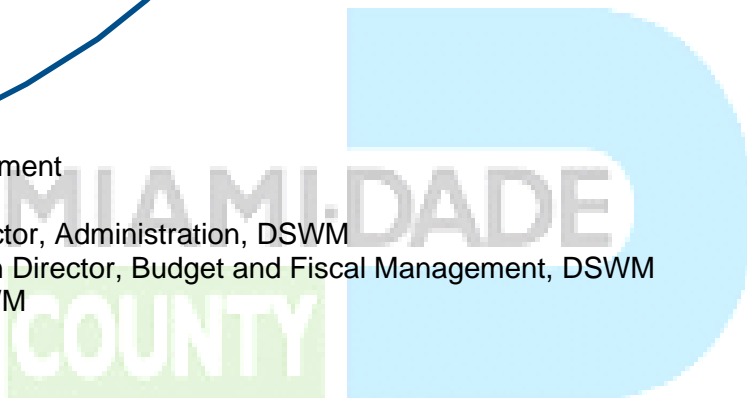
As we embark on a new fiscal year, I would like to thank you for your continued partnership with the Miami-Dade County Department of Solid Waste Management (DSWM). Pursuant to the Waste Disposal Inter-Local Agreement, I would like to take this opportunity to inform you of the changes to the contract disposal fee and the transfer fee for the 2021-22 Fiscal Year. On September 28, 2021, the Board of County Commissioners approved an increase, by the Bureau of Labor Statistics Consumer Price Index (CPI) of 5 percent (%). However, based on the language in your current disposal agreement, the CPI increase is capped at 4%. Therefore, the tipping fee for the Contract Rate will increase from \$63.57 to \$66.12 and the Transfer Fee will increase from \$13.90 to \$14.46. Since the CPI exceeds the 4% cap, the additional 1% may be applied in future years.

At DSWM, we are committed to delivering excellence every day and providing our customers with exceptional waste disposal and collection services. If you have questions or concerns about our disposal fees or any other service that the Department provides, please visit our website at [www.miamidade.gov/dswm](http://www.miamidade.gov/dswm) or contact Ms. Bolanle Shorunke-Jean, Director of the Budget and Fiscal Management Division, at 305-514-6408.

Sincerely,

  
Michael J. Fernandez, Director  
Department of Solid Waste Management

c: Michael W. Ruiz, Assistant Director, Administration, DSWM  
Bolanle Shorunke-Jean, Division Director, Budget and Fiscal Management, DSWM  
Raul Trabanco, Controller, DSWM



*Delivering Excellence Every Day*



# AGENDA MEMORANDUM

**Meeting Date:** 3/28/2022

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

**Via:** William Alonso, City Manager/Fin. Director

**From:** Omar L. Luna, Recreation Director

**Subject:** Soccer Referee Fees

**RECOMMENDATION:**

Recommendation by Recreation that Council approve an increase of \$2,500.00 to the City's current open purchase order with the Village of Virginia Gardens to reimburse the Village of Virginia Gardens for soccer referee fees relating to the shared soccer program, for a total amount not to exceed \$14,500.00.

**DISCUSSION:**

Each year the City budgets to reimburse the Village of Virginia Gardens for Soccer Referee fees for the soccer program that services both the Miami Springs/ Virginia Gardens area kids. This program is well received by both of the municipalities, as indicated by the enrollment each year. Because this program is a shared cost with the Village of Virginia Gardens, this is not an item procured by the City.

This year due to increases in fees and the lack of referee availability, the amount of the original purchase order needs to be increased to \$14,500.00 for the reimbursement of the Virginia Gardens contributions for the remainder of the fiscal year.

**Submission Date and Time:** 3/23/2022 4:33 PM

| <u>Submitted by:</u>   | <u>Approved by (sign as applicable):</u>  | <u>Funding:</u>  |
|--|---|--|
| <b>Department:</b> <u>Recreation</u>   | <b>Dept. Head:</b> <u></u> | <b>Dept./ Desc.:</b> <u>Parks and Recreation</u>         |
| <b>Prepared by:</b> <u>Omar Luna</u>   | <b>Procurement:</b> _____   | <b>Account No.:</b> <u>001-5701-572-34-15</u>            |
| <b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No      | <b>Asst. City Mgr.:</b> _____   | <b>Additional Funding:</b> <u>\$2,500.00</u>             |
| <b>Budgeted/ Funded:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>City Manager:</b> _____  | <b>Amount previously approved:</b> \$ <u>\$12,000.00</u> |
|  |   | <b>Current request:</b> \$ <u>\$2,500.00</u>             |
|  |   | <b>Total vendor amount:</b> \$ <u>\$14,500.00</u>        |

Boy Scout Troop 334  
PO Box 660272  
Miami Springs, FL. 33266  
Phoenix District  
South Florida Council #84



March 23, 2022

City of Miami Springs  
City Manager William Alonzo  
201 Westward Drive  
Miami Springs, FL 33166

Dear Mr. William Alonzo,

This year marks 112 years since the founding of the Boy Scouts of America. Locally, Troop 334 has been providing the youth in our community of Virginia Gardens & Miami Springs, various programs such as leadership training and character building to encourage them becoming better students, more confident individuals, learn to enjoy and respect the outdoors, and allowing them to become tomorrow's business and community leaders.

Since the easing of quarantine restrictions, the Troop was excited to return to in-person Scouting events. Last year, Troop 334 attended "Camp Ho Non Wah" at Wadmalaw Island, South Carolina. The Scouts earned their merit badges in activities such as Canoeing, Archery, Forestry, First Aid, Swimming and Robotics. Some of these merit badges are requirements for Scouts to earn Eagle Scout rank, the highest achievement attainable in the Scouts program.



We are writing this letter because this year's fees for summercamp have increased approximately 30% and are asking you to consider donating to our summercamp program. This summer, Troop 334 will attend "Camp Powhatan" in the mountains of Virginia. We have 13 youth and 3 adults going, and the summercamp fees of \$550.00 not only cover the \$450 camp tuition (per person); but also, food, transportation and other expenses associated with the trip.

Thank you in advance, your generosity will help us have the resources to offer scout families who otherwise would be unable to attend. A tax-free donation or gift cards in any amount will truly make a difference in the lives of these kids.

All checks can be made out to **Troop 334** and mailed to: **PO Box 660272, Miami Springs, FL. 33266**. We also accept electronic payment through Zelle to **(678) 378-1914**. Please indicate **SUMMER CAMP 2022 DONATION**. For any questions, please feel free to reach out to Scoutmaster James Fulton III at (305) 528-0558.

Thank you for making a Scout's summercamp experience memorable!

*James Fulton III*  
SCOUTMASTER  
TROOP 334

Check out last year's summer camp video here:

