



REVISED

CITY OF MIAMI SPRINGS, FLORIDA

Mayor Maria Puente Mitchell

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

**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, May 23, 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:** Vice Mayor Walter Fajet
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) Recognizing Optimist Club Essay Contest winner, Janessa Montilla; introduction by Jim Fulton
 - B) Presentation of the Unit Citation Award to the Miami Springs Detective Bureau and Crime Suppression Team for the month of April 2022
 - C) Presentation by National Fitness Campaign on the \$30,000 grant for developing and implementing a Fitness Court in the City
- 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) May 9, 2022 – Regular Meeting
- 7. Reports from Boards & Commissions:** None.

8. **Public Hearings:** None.

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 Fire Alarm And Sprinkler System Inspection, Maintenance, And Repair Services From Johnson Controls Fire Protection LP In An Amount Not To Exceed \$17,000 For Fiscal Year 2021-22; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving An Agreement With Playcore Wisconsin, Inc. D/B/A Gametime C/O Dominica Recreation Products, Inc. In An Amount Not To Exceed \$97,397.27 For The Purchase And Installation Of A New Playground Play Structure At Ragan Park Utilizing The Terms And Conditions Of The City Of Charlotte, North Carolina, Contract No. 2017001134 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Purchase Order To Metro Express, Inc. For Concrete Curbside/Sidewalk Repair Services On An As-Needed Basis In An Amount Not To Exceed \$50,000; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Agreement With Chebere Appetite, Inc. D/B/A Sergio's Catering For The Provision Of Congregate And Home Delivered Meals For The City's Elderly Community In The Event Of An Emergency; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date.

E) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A First Amendment To A Pool Maintenance Services Agreement With Supreme Chemical And Pool Supply, Inc. In An Amount Not To Exceed \$25,427.70; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date

F) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Purchase Order To Distreebutors, Inc. For Planting Of Native And/Or Florida-Friendly Trees In An Amount Not To Exceed \$55,490; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date

10. **Old Business:** None.

11. **New Business:**

A) **Ordinance – First Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 150, "Zoning Code," Article Xiv, "Additional Regulations" Of The City's Code Of Ordinances By Creating Section 150-46, "Murals," To Define And Prohibit "Murals," And Provide For Amortization Regulations For Existing Mural(S) In The City; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Extending Zoning In Progress For Preparation And Evaluation Of Amendments To Chapter 150, “Zoning Code” For Murals; Providing For Authorization; And Providing For An Effective Date

12. Other Business:

A) Vice Mayor Fajet’s request for consideration to discuss a Special Election Relating to an Amendment to City Charter Section 3.06(7) Regarding Terms of Office

B) Update from Miami Dade County League of Cities on proposed County Rapid Transit Zone ordinance (RTZ)

C) Update on Annexation item scheduled to be on County calendar for June 8th

D) Request by Mayor Mitchell to discuss Hurricane Preparedness

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, May 23, 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

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

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

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

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

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

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



Miami Springs
Police Department

Memorandum

To: Detective Robert Barrios
Detective Jason Hall
Detective Jorge Pacheco
Detective Jacob Dweck
CST Officer Christopher Quiroga
CST Officer Fenicett Iribar

From: Armando *Armando Guzman 5/6/22*
Armando Guzman, Chief of Police

Subject: Unit Citation Award

Date: May 6, 2022

On May 4, 2022, Lieutenant Frank Perez authored a Letter of Commendation and recommended that the Detective Bureau and Crime Suppression Team receive the Unit Citation Award for the month of April 2022. The narrative describes a complex search warrant operation that you all worked on collectively. The highly successful operation resulted in the seizure of large amounts of narcotics, four felony arrests, the dismantling of a narcotics distribution operation, and the safe relocation of an endangered juvenile.

You are invited to attend the regularly-scheduled City Council Meeting on Monday, May 23, 2022 at 7:00 p.m., when this award will be publicly presented to you. You are invited to bring with you any family members, friends, or associates to share in this occasion.

I congratulate the Investigations Unit for your outstanding performance, and compliment each of you on your professionalism. Your actions are a positive reflection on the professional reputation of the entire Miami Springs Police Department.

/aq

Attachment

cc: City Manager W. Alonso
Captain J. Deal
Lieutenant C. Gurney
Lieutenant F. Perez
Lieutenant C. Nunez
Community Policing Office
Personnel File
Bulletin Board

UNIT CITATION AWARD



MIAMI SPRINGS POLICE DEPARTMENT

Armando Guzman, Chief of Police



Awarded to: _____ Robert Barrios _____ **I.D. #** _____ 0139 _____

Classification: _____ Detective _____ **Assignment:** _____ Investigations Division _____

(If more space is needed, use additional pages)

Based on an anonymous tip of possible narcotics activity, the Miami Springs Police Department (MSPD) Crime Suppression Team (CST) was assigned a surveillance detail for 617 Mokena Drive.

After an extensive investigation involving both CST and the Detective Bureau as well as direction from the State Attorney's Office, a search warrant for the aforementioned residence was acquired by CST Officer Christopher Quiroga (I.D. #0211) with assistance from Detective Jason Hall (I.D. #0164).

On April 18, 2022, the City of Miami Police Department SWAT Team assisted the MSPD Investigations Division in executing the warrant. During the course of the search, suspect methamphetamine, heroin, psilocybin mushrooms, Oxycodone, Alprazolam, Tapentadol, large quantities of GHB, and paraphernalia consistent with both narcotics possession and distribution were found in multiple locations in the residence. This included eleven used hypodermic needles with traces of blood and narcotics residue that were found inside the room of a 10-year-old child. As a result, 4 subjects were arrested and charged with multiple narcotics violations. The primary target of the investigation was charged with 13 criminal violations including Grand Theft Auto, Child Neglect, and Distribution of GHB within 1000 feet of a School. Most important of all, a 10-year-old child was removed from a highly dangerous situation.

Although CST Officer Christopher Quiroga took the lead in running the operation with assistance from Detective Jason Hall, all members of the Investigations Division including Detective Robert Barrios (I.D. #0139), Detective Jorge Pacheco (I.D. #0167), Detective Jacob Dweck (I.D. #0181), and CST Officer Fenicett Iribar (I.D. #0207) assisted with the initial investigation, the execution of the warrant, and the subsequent arrests.

This highly successful operation resulted in the seizure of large amounts of narcotics, four felony arrests, the dismantling of a narcotics distribution operation, and the safe relocation of an endangered juvenile.

The Investigations Division, as a whole, exhibited the highest level of professionalism and teamwork while helping to ensure the safe and effective execution of this operation. As such, I respectfully request that the entire Investigations Division (both the Detective Bureau and the Crime Suppression Team) be considered for the Unit Citation Award for April 2022. I also request that a copy of this letter be placed in Detective Barrios' personnel file.

Date: 05/04/2022

Distribution:

- Employee Personnel File
- Employee (Original)
- Bulletin Board
- City Manager

Recommended by: Lt. Frank Perez

Sergeant: _____

Lieutenant: [Signature]

Captain: [Signature]

Chief of Police: [Signature] 5/6/22

UNIT CITATION AWARD



MIAMI SPRINGS POLICE DEPARTMENT

Armando Guzman, Chief of Police



Awarded to: _____ Jacob Dweck _____ **I.D. #** _____ 0181 _____

Classification: _____ Detective _____ **Assignment:** _____ Investigations Division _____

(If more space is needed, use additional pages)

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Although CST Officer Christopher Quiroga took the lead in running the operation with assistance from Detective Jason Hall, all members of the Investigations Division including Detective Robert Barrios (I.D. #0139), Detective Jorge Pacheco (I.D. #0167), Detective Jacob Dweck (I.D. #0181), and CST Officer Fenicett Iribar (I.D. #0207) assisted with the initial investigation, the execution of the warrant, and the subsequent arrests.

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Date: 05/04/2022

Distribution:

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- City Manager

Recommended by: Lt. Frank Perez
Sergeant: _____
Lieutenant: [Signature]
Captain: [Signature]
Chief of Police: [Signature] 5/4/22

UNIT CITATION AWARD



MIAMI SPRINGS POLICE DEPARTMENT

Armando Guzman, Chief of Police



Awarded to: _____ Jason Hall _____ **I.D. #** _____ 0164 _____

Classification: _____ Detective _____ **Assignment:** _____ Investigations Division _____

(If more space is needed, use additional pages)

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Date: 05/04/2022

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- Bulletin Board
- City Manager

Recommended by: Lt. Frank Perez
Sergeant: _____
Lieutenant: _____
Captain: _____
Chief of Police: Guillermo Benjamin 5/6/22

UNIT CITATION AWARD



MIAMI SPRINGS POLICE DEPARTMENT

Armando Guzman, Chief of Police



Awarded to: Fenicett Iribar I.D. # 0207

Classification: Crime Suppression Team (CST) **Assignment:** Investigations Division

(If more space is needed, use additional pages)

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Date: 05/04/2022

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- Bulletin Board
- City Manager

Recommended by: Lt. Frank Perez
Sergeant: _____
Lieutenant: [Signature]
Captain: [Signature]
Chief of Police: [Signature] 5/6/22

UNIT CITATION AWARD



MIAMI SPRINGS POLICE DEPARTMENT

Armando Guzman, Chief of Police



Awarded to: Jorge Pacheco I.D. # 0167

Classification: Detective **Assignment:** Investigations Division
(If more space is needed, use additional pages)

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Date: 05/04/2022

Distribution:

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Recommended by: Lt. Frank Perez
 Sergeant: _____
 Lieutenant: [Signature]
 Captain: [Signature]
 Chief of Police: [Signature] 5/6/22

UNIT CITATION AWARD



MIAMI SPRINGS POLICE DEPARTMENT

Armando Guzman, Chief of Police



Awarded to: Christopher Quiroga **I.D. #** 0211

Classification: Crime Suppression Team (CST) **Assignment:** Investigations Division

(If more space is needed, use additional pages)

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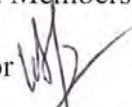
Recommended by: Lt. Frank Perez
Sergeant: _____
Lieutenant: [Signature]
Captain: [Signature]
Chief of Police: [Signature] 5/4/22



AGENDA MEMORANDUM

Meeting Date: May 23, 2022

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

From: William Alonso, City Manager / Finance Director 

Subject: National Fitness Campaign presentation on the award of a \$30,000 grant to be used for developing and implementing a Fitness Court in our city

During November 2021, Omar Luna applied for a grant from this organization in order to install a Fitness Court in the city. Recently, we received notification that we had been awarded the \$30,000 grant (see attached grant award letter). As you can see the total cost of this court would be \$185,000 less the \$30,000 grant for a net cost to the city of \$155,000.

The national Fitness Campaign group is here tonight via Zoom in order to provide Council with an overview of the project as well as details of what the court would look like and include in the form of different fitness stations. Omar and I agree that the best location for this court would be along the Curtis Parkway median, probably near to the golf course parking area.

Miami Gardens has already approved a fitness court in their city under this program. If Council approves of this project we can begin the process of reviewing funding alternatives for the \$155,000 city cost and bring back to you how this can be funded.

We are currently working with the Engineers to get final cost estimates on the Oakwood/East Drive storm water and road project, which as expected has significantly increased from our original estimates. Once we know this cost we can calculate how much we will have available from ARPA funds for other projects.



Congratulations!

Miami Springs, FL has been selected as a 2022 Healthy Cities Grant Recipient

Dear Omar,

On behalf of the National Fitness Campaign Grant Committee, we are pleased to share that Miami Springs has been selected as a grant eligible partner in the 2022 Healthy Cities Campaign! This notification letter confirms eligibility for one (1) 2022 NFC Grant of \$30,000. This is the first step towards formal confirmation of your participation in the grant program. The next step is to schedule your official Grant Eligibility Award Call within the next 10 days, where the qualifications submitted in your Grant Application will be confirmed by the NFC team, and your Grant Program Requirements (GPR) will be aligned for eligibility and participation in this year's campaign. A copy of your GPR Document is attached to this formal award letter for your review, and is based on dates submitted in your Grant Application.

The \$30,000 Grant Award will be confirmed pending 1) the submission of a Resolution of Adoption, endorsed by your local governing body or appropriate council, and a countersigned copy of the attached formal GPR document within 60 days of the Award Call, 2) authorization to proceed, documented by formal funding confirmation (commonly a purchase order) and 3) confirmation of a scheduled shipping date for the Fitness Court and appropriate storage plans. Once set, GPR milestones must be met in order to maintain funding eligibility in the campaign.

To support this partnership and align your GPR milestones with your community's local adoption and funding processes, we have assigned a Partnership Manager – Ginger Bracewell – as your dedicated partner and champion in support of this partnership. Over the coming months, Mike will work with your team to support the path outlined in the GPR Document, assisting in the confirmation of required remaining funding, installation, and launch of your program.

The 2022 Healthy Cities Campaign is part of a national movement to make world-class fitness free and accessible in public spaces across the country, which is more important today than ever before – thank you for your commitment to supporting this goal.

Here is a sneak peak at what's ahead:

- Fitness Court® Launch – Cut the ribbon on your beautiful new outdoor gym & announce free fitness to the community!
- Classes & Challenges – Get residents moving & keep them engaged with ongoing group classes, individual training, and competitive events.
- Press & Promotions – Shine a spotlight on your community and local partners for joining this exciting and innovative wellness movement!

Once again, we are thrilled to invite you to join us as a partner in the 2022 Healthy Cities Campaign, and we look forward to making world-class fitness free in Miami Springs!

Best in Fitness,

Mitch Menaged, Founder
National Fitness Campaign



2022 HEALTHY CITY CAMPAIGN BUDGET OVERVIEW

This document is intended to provide an estimated total budget for developing and implementing the Fitness Court® program. This document gives a range of funding requirements needed for the Fitness Court®, Campaign and Installation.

PROGRAM FUNDING \$138,000

- The Fitness Court®
- 2022 Campaign: Healthy Infrastructure & Campaign Services

Highlights Include:

- Fitness Court® Mobile App
- Fitness Season Access
- Promotions & Marketing Kits
- Ambassador Training
- Launch Day Kit

- The Fitness Court® Installation Kit

FREIGHT & PACKAGING *Continental United States Only* \$2,000

NFC PROGRAM FUNDING \$140,000

**Funding requirements are confirmed at the time of shipment based on material costs which may fluctuate.*

NFC HEALTHY CITY GRANT AWARD (-\$30,000)

NFC 2022 CAMPAIGN TOTAL FUNDING REQUIRED: \$110,000

Fitness Court® Design Studio | Art & Color Options *See NFC Design Services Summary for Additional Details*



Standard Collection
Included



Standard Color Collection
\$5,000



Premium Collection
\$8,500



Premium Color Collection
\$13,500

SITE WORK & INSTALLATION

• Concrete Slab

- Site prep and excavation
- 38' x 38' concrete slab (specs provided by NFC)
- Labor costs for concrete slab

• Fitness Court® Assembly *(NFC Factory Install Team EIS, Preferred)*

- 32' x 32' sport tile installation (tile provided by NFC)
- Assembly of bodyweight training wall
- Assembly of Fitness Court® elements
- Floor markings paint installation
- Labor costs for Fitness Court® Assembly

• Art & Graphics Installation

- Graphic vinyl decal package for wall and floor equipment (as supplied by NFC)
- Labor Cost for Art & Graphics installation

In-House External Team

\$0

**\$15,000-
\$20,000**

\$0

\$25,000
(EIS Pricing)

\$0

**Included
with EIS**

ESTIMATED INSTALL FUNDING REQUIRED:

\$0 - \$45,000

OVERALL TOTAL FUNDING NEEDED:

\$110,000 - \$155,000^{+Tax}



Miami Springs, FL National Fitness Campaign 2022 Funding Cycle Grant Program Requirements (G.P.R.)

MILESTONE 1: ADOPTION

- **Summary:** Commit to project adoption and confirm matching funding
 - **Requirement A:** Countersigned Grant Program Requirements Document
 - **Deadline:** As soon as possible
 - **Requirement B:** Resolution of Adoption or Letter of Support
 - **Deadline:** As soon as possible
- *Purchase Order Will Satisfy Adoption Requirement if Submitted Within 60 Days of Grant Award

MILESTONE 2: AUTHORIZATION TO PROCEED - FUNDING CONFIRMED

- **Summary:** Execute budgeting and fundraising plan (as needed) and confirm total required funding
 - **Requirement:** Funding confirmation document submitted to NFC for remaining program funding (typically P.O)*
- *Refer to Official Quote and Funding Requirements Summary for details
- **Deadline:** October 10th, 2022

MILESTONE 3 : SHIPMENT FOR STORAGE

- **Summary:** Identify Fitness Court® storage location and schedule Fitness Court® delivery
- **Requirement:** Accept Fitness Court® delivery and store at a secure location, prepare to be invoiced for program funds
- **Deadline:** October 31st, 2022

MILESTONE 4: INSTALL CONCRETE SLAB & ART APPROVAL

- **Summary:** Review slab drawings & schedule concrete installer, confirm Fitness Court orientation, Approve art print preview
- **Requirement:** Install concrete slab (*cure time of 28 days before Fitness Court® installation*)
- **Deadline:** October 2022 - pending weather

MILESTONE 5: FITNESS COURT® ASSEMBLY

- **Summary:** Select Fitness Court® Assembly Team - NFC Factory Team EIS recommended, (EIS scope includes art install)
- **Requirement:** Confirm EIS or local contractor timeline with NFC, provide completed installation photos for NFC inspection
- **Deadline:** November 2022 - pending weather

MILESTONE 6: PRESS LAUNCH CEREMONY

- **Summary:** hold Fitness Court® press launch event & ribbon cutting
- **Requirement:** Promote press release, hold launch event within campaign year (weather permitting)
- **Deadline:** November 2022 - pending weather

Trent Matthias, Director
National Fitness Campaign

Omar Luna - Recreation Director
Miami Springs, FL

It is noted by the National Fitness Campaign and the municipality, school or organization listed above that this document in no way constitutes a binding agreement, or requirement to proceed with the NFC Program at any time. Formal commitment occurs upon receipt of complete local match funding by the program awardee, with submission of Funding Confirmation Documentation to National Fitness Campaign.

Form Name: 2022 City Application
Submission Time: November 1, 2021 1:06 pm
Browser: Chrome 95.0.4638.54 / Windows
IP Address: 107.0.87.158
Unique ID: 880767603

NFC 2022 HEALTHY CITY GRANT APPLICATION

Please enter the unique ID provided to you by your Partnership Development Manager 0062E00001QY7kSQAT

I. GENERAL INFORMATION

Legal Name of Organization	City of Miami Springs
Application Type	Parks & Recreation Department
Website URL:	https://www.miamisprings-fl.gov/
Applicant Name	Omar Luna
Address	1401 Westward Drive Miami Springs, FL 33166
Office Phone	(305) 733-4319
Email	lunao@miamisprings-fl.gov

II. Community Eligibility Details:

Why should National Fitness Campaign consider pre-qualifying your city, municipality or organization for funding in the 2022 Healthy City Program?	We are looking forward to providing our residents with other fitness opportunities. We currently have great linear park space for running, biking, etc. We think adding this to our Recreation System will be a huge benefit to the City.
--	---

Describe your existing recreation and wellness infrastructure for community members and visitors, especially any current or planned pedestrian-oriented design (i.e. trail systems, Rails-to-Trails projects, planned bicycle pathways, etc.)	We currently have 8 - 10 miles of bike lanes. running paths, etc.
---	---

Describe current policies, initiatives and/or programs that contribute to equity across all neighborhoods in your city.	We have a number of initiatives and programs that contribute to equity. Walking CLub, Running Clubs, etc.
---	---

Provide an overview of existing funding measures in place that support parks and recreation and outdoor infrastructure in your city.	The City does its Budget yearly and we have full support from our City Council and Administration. We have a Capital Improvement plan for short term and long term goals. We do our best to follow that Capital Improvement Plan.
--	---

Please describe your future park, trail, and pedestrian infrastructure plans. We currently don't have one.

Support: Who else among your community leadership has adopted or supported the project? Administrator(s)

Please list any community groups and organizations that will be involved with activating and promoting this initiative. None to provide

Are there any future park or trail masterplans for which you may be interested in utilizing NFC's Healthy Infrastructure Consultation and Services? Yes

III. MULTI-SITE INFORMATION

Site #1 Name: Cutis Parkway/Circle Park

Site #1 Google Maps or other web URL of location Stafford Park

Site #1 Location Type Public Trail

Is this site both highly visible and easily accessible? Yes

Has the site been approved by appropriate stakeholders or community leaders? No

Please describe what makes this site an excellent option for a Fitness Court in your community. Location

Do you plan to qualify additional sites for future funding consideration at this time? No

IV. Timing & Funding Information

Can you confirm that your first Fitness Court will be open and available for public use in 2022? No

If selected as a Healthy City Partner and awarded the NFC Fitness Grant, how do you plan to match the remaining program and installation funding for approved sites?

Municipal budget
State or federal grants

The 2022 NFC Program requires a total of \$140,000 in funding, plus installation. How much funding has your city, school or organization committed or planned to commit from internal budget(s) to support the remaining funding needs plus installation for each approved location?

140000

How much of the remaining funding, if any, do you expect to come from local sponsors, other grant programs, or alternative funding sources?

1

In what time period does your budget cycle begin, and when will funding be available? Based on this timeline, we will align the available funding with the program timeline milestones.

Q4 : Oct - Dec 2022

If appropriate, NFC supports partners with fundraising tools and project planning. What kind of fundraising support do you anticipate requesting from NFC?

Finding local or state grants
Custom sponsor materials

If local fundraising is unsuccessful, do you still intend to proceed with the Fitness Court program in your selected Campaign Year?

Yes

All Fitness Courts come in our standard NFC cyan blue with custom white graphics on the back and front wall. For additional funding, Fitness Courts can be custom powder coated, have expanded graphics and/or have a custom mural wall. Are you interested in any further customization to your Fitness Court that goes beyond our standard tier?

Yes - Please share more information on pricing for expanded graphics and/or custom powder coating options

The Fitness Court installation requires a cement slab foundation. How do you plan to accommodate this installation component? Bid out to local contractor

The Fitness Court installation requires assembly of court features, elements and flooring. How do you plan to accommodate this installation component? Bid out to local contractor

Is your agency/ municipality tax exempt? Yes

Please enter your tax exempt number: 85-8012621640C-5

V. Partnership & Sponsors

Are you willing to host an opening day celebration at your Fitness Court inviting civic leaders, community supporters and the local media? Yes

In consideration of the initiative being funded through the NFC sponsorship program, and in some cases, local or regional sponsors, will you allow the identification of major sponsors on the Fitness Court sign wall? Yes

Please confirm that you understand that NFC sponsors and partners reserve the right to provide new graphics and messaging on the rear of the Fitness Court for approved Fitness Courts at the conclusion of 48 months. City shall be allowed to approve the new design but shall not unreasonably withhold approval. Yes

Promote usage of the Fitness Courts and demonstrate the value of an active lifestyle using the Fitness Court App, NFC website and activation tools provided? Yes

Promote sponsors who have supported the Campaign, and join relevant regional and national events and promotions? Yes

VI. NFC Grant Award Acceptance:

How will your organization accept the NFC Grant and confirm that your funding will be available and committed to this program? Council/Board Resolution of Adoption

VII. Applicant's E-Signature

Signature

A handwritten signature in black ink, appearing to be 'C. B. R.', written over a horizontal line.

Date/Time

Nov 01, 2021

Engineered Installation Solutions are Fitness Court® Experts

EIS has comprehensive knowledge of the Fitness Court®. The same people who install the Fitness Court® have worked with NFC to develop the equipment, streamline fabrication and create the installation documents. You will not find an installer who knows more about your Fitness Court®

EIS has the experience to make your installation easy and predictable. EIS will work with you to uncover all the potential obstacles prior to the installation, will schedule the installation to meet your needs and will certify the installation is complete per NFC Installation Instructions. EIS provides a high level of value and quality.

The Fitness Court® - Installation Specifications

Certified National Fitness Campaign Fitness Court® installs are secured through Engineered Installation Solutions.

The following items are **Included** in the Fitness Court® Installation:

- Sports Floor Tile
- Body-weight Training Wall
- Equipment Elements
- Anchor Bolts
- Floor Marking Painting
- Art & Vinyl decals on front, back, and sides of wall
- Signed Certificate of Completed Installation (includes walk-through with Owner / Client)

The following items are **Not Included** in the Installation

- Concrete slab built & cured, according to provided slab drawing specification.
- Procurement / supply of The Fitness Court®, Fitness Court® Tile, and Fitness Court® Installation Kit.

Items to Coordinate with Owner / Client Prior to Installation

- Delivery of the Fitness Court® material
- Security of the site (fence or barrier)
- Plan for debris & trash removal

Fitness Court Warranty

- Warranty ratified upon receipt of Signed Certificate of Completed Installation

Total Funding Requirement: \$25,000.00

Supporting Documentation

- NFC provided concrete slab drawings
- The Fitness Court® Tile overview
- The Fitness Court® Specifications
- The Fitness Court® Installation Kit overview
- The Fitness Court® Installation and Maintenance Manual
- The Fitness Court® Vinyl Artwork Alignment Guide

Tim Gunnels

President

(803) 493-9048 | tgunnels@enginstall.com

Craig Ausrud

Vice President/ Operations Manager

(704) 770-6602 | causrud@enginstall.com






National Fitness Campaign LP | PO Box 2367, San Francisco CA 94126 | info@nfchq.com

February 23rd, 2021

To Whom it May Concern,

National Fitness Campaign LP is a consulting firm that partners with public and private organizations to impact quality of life through changing the built environment and community wellness practices. The NFC initiative provides design and planning services, a trademarked outdoor infrastructure product, the Fitness Court®, an integrated digital ecosystem, the Fitness Court® mobile app and engagement wall, and integrated public art wall to approved cities, schools, and organizations that apply to receive an NFC partnership and bring the program to their selected site location.

This program is highly specialized, and NFC is the only organization in the world that delivers these elements either individually, or as part of an integrated program. For the reasons listed below, the trademark ownership of the system and infrastructure, and the integrated nature of the initiative including services, products, tools and grant funding, it is approved as a sole source across the United States. 

A competitive analysis has been conducted by hundreds of cities and institutions across the country, who have concluded that the products and services have no equal. This group includes cities like Sacramento California and Las Vegas Nevada, and institutions such as Stanford University and The University of Colorado at Boulder, where the Fitness Court® and associated tools and services were successfully sole sourced, evidenced by public documentation and approvals which have been documented widely. Further, the Fitness Court® is trademarked and owned by National Fitness Campaign.

While the integrated nature of the products and services is grounds for sole source by most national standards, there are three primary differentiators that validate the sole source justification of the Fitness Court® and national campaign resources, which are described below. In addition to the below descriptions of these three primary items, an appendix is provided as an attachment to this document that provides graphic aids and further detailed information regarding the differentiation of this program and its associated products and services.

1. Patented Fitness Court® System

- A. Fitness Court® is trademarked and owned by National Fitness Campaign LP.
 - a. As such, this product cannot be procured from any other organization. Any organization seeking to fund and install a Fitness Court® must do so through National Fitness Campaign LP.
 - i. *See Appendix for Trademark Document from the United States Patent and Trademark Office*
- B. The Fitness Court® and each element is manufactured only by National Fitness Campaign LP. It is impossible to not only procure the elements as a system, but individually. Every aspect of the Fitness Court®, including the functional design of all equipment, structural engineering, elements are the property of National Fitness Campaign LP. The individual elements are each named and registered with a unique design and serial number. Because the design of the elements is owned by National Fitness Campaign LP and not licensed to any other organization or distributor, it is not possible to procure them anywhere else.
- C. The Fitness Court® is available only in a single configuration, shown in the



appendix materials. The system includes over 118 unique elements. There is absolutely no variation in the layout of the elements. Elements can not be added or removed. Spacing cannot be altered. Like many integrated products, Individual elements can not be procured separately.

- D. The Fitness Court® has a patented training envelope that accommodates more users per square foot than any other system in the world. The Fitness Court® is a comprehensive outdoor circuit training system, laid out in 32'x32' of space, for a total of 1024 sq ft of training area. NFC's patented design is able to support 28 simultaneous users on 30 integrated bodyweight training components, derived from the previously stated 118 elements. This configuration is impossible to re-create in only 1024 square feet without NFC's patented equipment and components due to specific requirements set forth by other manufacturers.
- E. Public Art Mural and Digital Engagement Wall
- a. Each Fitness Court® is designed as a one-of-a-kind work of art that includes a 32'x5.5' public art mural. The mural is an integral component of the Fitness Court design, and makes each Fitness Court® a one-of-a-kind public art installation.
 - b. Further, the mural can be periodically re-designed and introduced, to create a rotating art mural.
 - i. NFC provides integrated consulting and design services to assist in this process.
 - c. Digital Engagement Wall
 - i. On the opposite side of the mural wall, the Fitness Court includes a custom digital engagement wall.
 1. This wall provides digital QR codes and embedded, proprietary information regarding the use of the Fitness Court® and Fitness Court App.
 2. This information is unavailable from any other organization because it is the IP of National Fitness Campaign LP.
 3. Tracking Fitness Court® usage wouldn't be possible without the built in GPS tracking features available on the Fitness Court® digital engagement wall.
 - d. NFC is unaware of any other outdoor fitness element that provides an integrated art mural of any kind.
 - e. Further, NFC has an in-house art studio that designs, produces, and creates the art and custom graphics that are integrated into each Fitness Court.
 - i. This scope of services for design and production of commercial grade, anti-graffiti laminate vinyl specific to the Fitness Court® is not provided by any other organization as an integrated service.

2. Fitness Court® App and Digital Tracking System

- a. Each Fitness Court® is supported by a mobile app called the Fitness Court® App. All IP, including the app itself are owned by National Fitness Campaign LP. The training resources, world-class workout programs, challenges and data analytics features are only available for Fitness Court® users and site partners.
- b. No other outdoor fitness equipment provides a mobile app with the following four categories of functionality:



- c. Mobile App Primary Features
 - 1. Mark Lauren Training Series
 - a. Mark Lauren is a US Special Operations Trainer and Bestselling Author. He has developed 18 proprietary workout programs specifically for the Fitness Court® system. They are only available on the Fitness Court® App. Mark Lauren has no other programs for outdoor fitness equipment available.
 - 2. Fitness Court® App Live Challenge Feature
 - a. This is a proprietary feature that allows a user to score a 7 station circuit on the Fitness Court® using their mobile device. This feature is not available for any other outdoor fitness product of any kind.
 - 3. Annual Data Analytics Reporting
 - a. Each site partner who builds a Fitness Court® receives an annual data report tracking usage on their Fitness Court®.
 - b. To NFC's knowledge, no other manufacturer of any type of outdoor exercise component provides regular, annual report of key usage metrics using digital, GPS based systems.
 - i. The Report is provided by NFC, and includes annual demographic data, user age ranges, Fitness Court app downloads and other important information.
 - ii. This information is generated by NFC's proprietary GPS based data analytics services for each Fitness Court® in America.
 - c. See appendix for sample annual user data report.
 - d. See appendix for additional information regarding the Fitness Court® App.

3. National Grant Funding

- a. National Fitness Campaign LP builds and maintains a National Grant Fund, supported each year by sponsors and partners of the campaign. This funding takes tremendous effort to build, and it is provided by National Fitness Campaign and partners and sponsors to support the mission of making wellness infrastructure free and accessible across America in partnership with leading cities, schools and organizations.
- b. For 2021, National Campaign sponsors include:
 - i. The Keith Haring Fitness Court® Signature Series Collection
 - ii. Engineered Installation Solutions
 - iii. Regupol America
 - iv. USA Shade and Fabric Structures
 - v. Badger Sport
- c. To procure a Fitness Court®, an organization must complete a formal application and be approved for funding and participation. Each partner organization that succeeds in submitting a successful application is eligible to receive a Grant Award which is deducted from the funds required for the NFC program from sponsors of the National Fitness Campaign.



- d. This funding is administered in the preferred method of receipt for each partner organization. Methods include a credit on final invoices for remaining funding, and direct grant disbursements provided by National Fitness Campaign.
- e. This funding is available for a limited number of partners in each state on an annual basis, and is awarded based on merit of application from a qualified site partner, including the requirement for the Fitness Court to build in a publicly accessible location.
- f. For more information, see: <https://nationalfitnesscampaign.com/grants>

No other vendor, distributor or organization makes these materials available for procurement by any city, school, or organization. They must be acquired from National Fitness Campaign LP. If you have further questions regarding this sole source letter or require additional information, please contact us per the information provided on this letterhead.

Sincerely,

Mitch Menaged, *Founder and Director*
National Fitness Campaign LP



National Grant Funding

National Fitness Campaign is a quality of life consulting firm builds and maintains a National Grant Fund, supported each year by sponsors and partners of the campaign. This funding takes tremendous effort to build, and it is provided by National Fitness Campaign and its sponsors to support the mission of making wellness infrastructure free and accessible across America in partnership with leading cities, schools and organizations. Distributions from this Grant Fund are provided directly to cities, schools, and organizations who qualify for, and are approved to become, campaign partners.

For the 2021 Campaign, National Campaign sponsors include:

1. The Keith Haring Fitness Court® Signature Series Collection in partnership with Artestar and the Keith Haring Foundation
2. Engineered Installation Solutions
3. Regupol America
4. USA Shade and Fabric Structures
5. Badger Sport

Additional state and regional sponsors are now joining the campaign, as well as state recreation agencies and other partners. Sponsor funding and grant distribution varies per state and location, based on participating partners and the presence of campaign sponsors and partners within that region. Funding distributions can vary annually based on these factors, and the overall size of NFC's National Grant Fund.

Participating as a partner in the National Fitness Campaign

To become a partner in the NFC program and bring a Fitness Court® and associated services to a location, an organization must engage in a qualification and feasibility process, and be approved to complete a formal application and be approved for funding and participation.

NFC's feasibility and qualification process is led by consultants that assist eligible cities and schools in determining if they are qualified for participation. Limited funding exists on an annual basis for partners to participate based on NFC grant maximums established for America and each of the fifty states.

Each partner organization that succeeds in submitting a successful application and is approved by the NFC Grant Committee is eligible to receive a Grant Award which is deducted from the funds required for the NFC program from sponsors of the National Fitness Campaign.

This funding is administered in the preferred method of receipt for each partner organization. Methods include a credit on final invoices for remaining funding, and direct grant disbursements provided by National Fitness Campaign.

For more information, see: <https://nationalfitnesscampaign.com/grants>

United States of America
United States Patent and Trademark Office

THE FITNESS COURT

Reg. No. 4,307,958

Registered Mar. 26, 2013

Int. Cl.: 41

SERVICE MARK

PRINCIPAL REGISTER

MITCH MENAGED (UNITED STATES INDIVIDUAL)
1740 KEARNY STREET
SAN FRANCISCO, CA 94133

FOR: PROVIDING OUTDOOR FACILITIES FOR RECREATION ACTIVITIES AND BODY BUILDING, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE: 0-0-1979; IN COMMERCE 0-0-1979.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SEC. 2(F).

SER. NO. 85-600.534, FILED 4-17-2012.

KIMBERLY FRYE, EXAMINING ATTORNEY



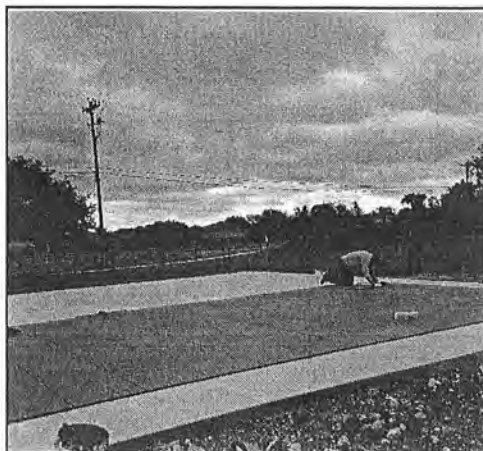
Kevin M. Hunt
Acting Director of the United States Patent and Trademark Office



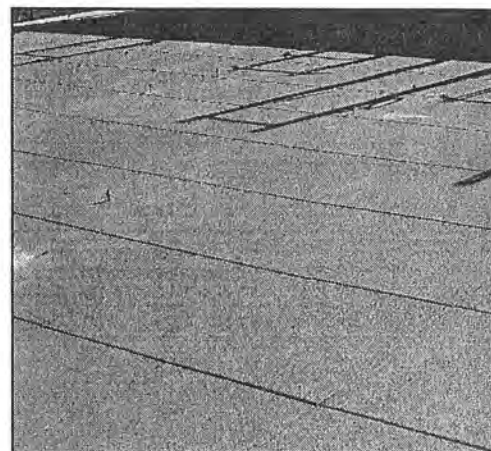
The Fitness Court Tile Installation Overview



1. Pour concrete slab



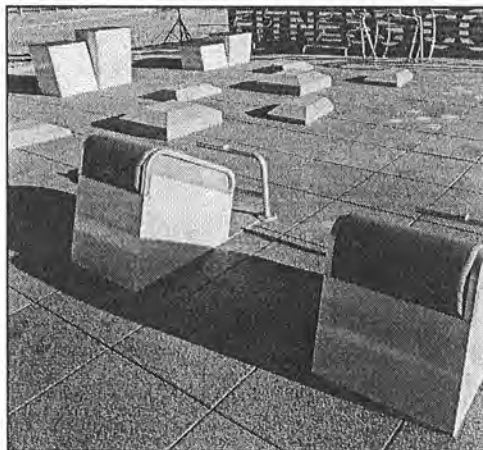
2. Install tile



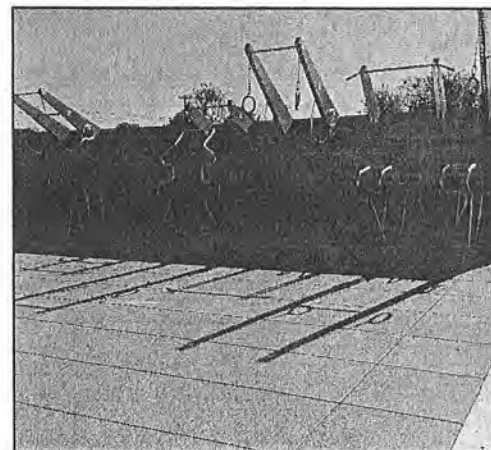
3. Secure anchor bolts



4. Assemble Fitness Court wall



5. Install and secure floor elements



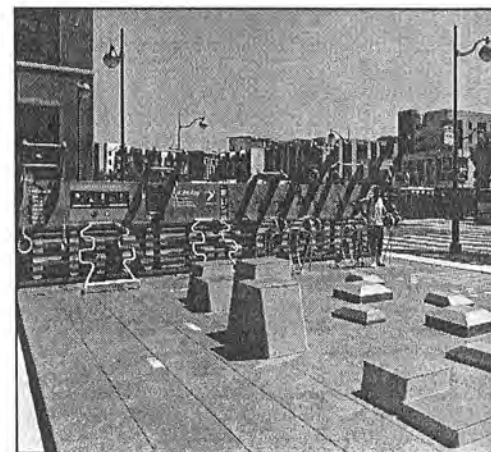
6. Finished wall and floor elements



7. Spray floor markings



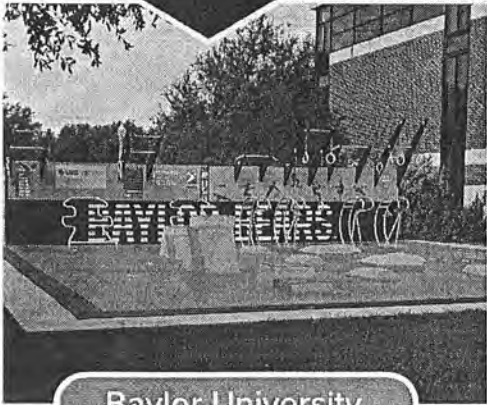
8. Apply custom decals



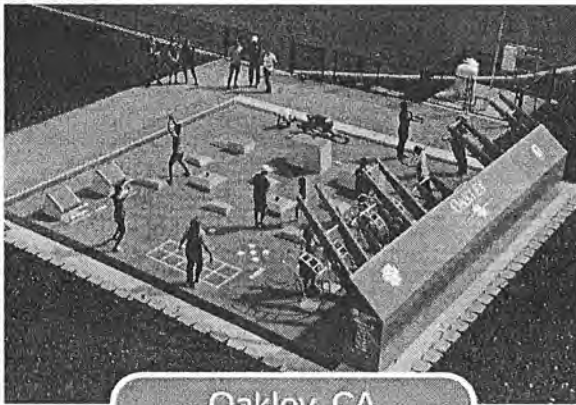
9. Fully assembled Fitness Court



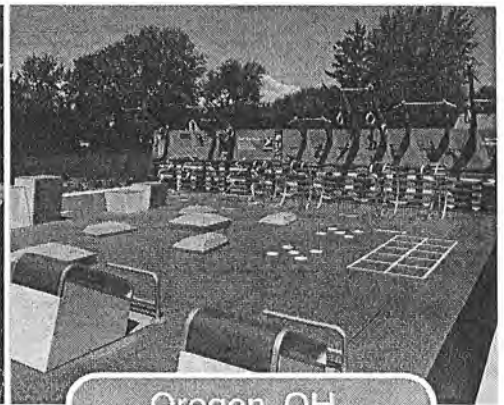
Official Installation Partner



Baylor University



Oakley, CA



Oregon, OH

Guaranteed Completion in 4 Days or Less *(weather permitting)*

Competitive Flat Rate
Travel Expenses Included

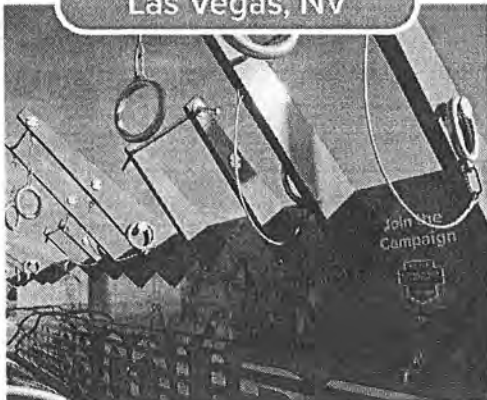
All Flooring Labor Included

Art & Decal Installation Included

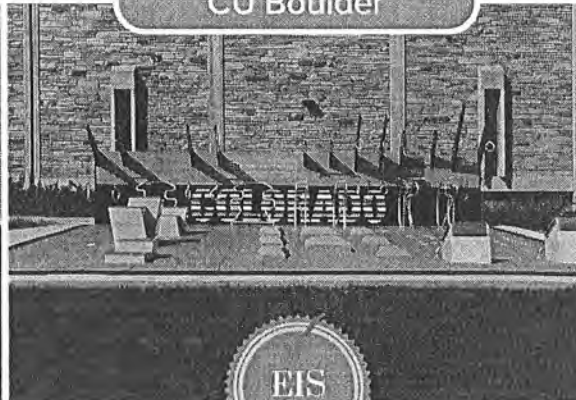
Once the concrete slab is poured, EIS is your all-in-one support team for the installation of the Fitness Court® equipment elements, body-weight training wall, and sports floor. With various installations all over the country, EIS is NFC's #1 recommended installer.*

**EIS contracted separately.*

Las Vegas, NV



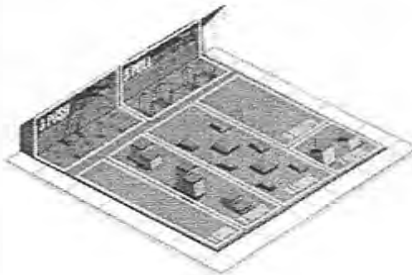
CU Boulder



Florida State Univ.



NFC is proud to partner with Engineered Installation Solutions (EIS), our official factory install team, exclusively available for Fitness Court® installations across the country!



FITNESS COURT

21st Century Healthy Infrastructure

National Fitness Campaign's Fitness Court is the centerpiece to its holistic health and wellness initiative. The Fitness Court is an outdoor bodyweight circuit training center with functional fitness DNA. The best-in-class system provides a full-body workout to adults of all ability levels. With 7 functional fitness zones, the Fitness Court can be used in thousands of ways. The Fitness Court is the world's best outdoor gym!



7 Minutes 7 Movements



Strategic Planning Studies

Strategic Planning & Feasibility Study, Site Design Consulting



Campaign Funding Support

Sponsor Strategy, Best Practices, National Installation Team Support



Fitness Court App

Free digital App Delivering Programming, Workouts & Content



Ambassador Training

NFC Fitness Court Ambassador Training ACE Certified (*America Council of Exercise*)



Launch & Public Relations

Featured Stories Highlighted through Press and Local Media

FITNESS SEASON 2021

Annual Fitness Season

Spring/Summer/Fall national & local training, classes & challenges series



WORLD-CLASS TRAINING

SPRING

World-class training videos will available on the Fitness Court App.



WORLD-CLASS TRAINING

SUMMER

World-class training videos will available on the Fitness Court App.



CHALLENGE SERIES

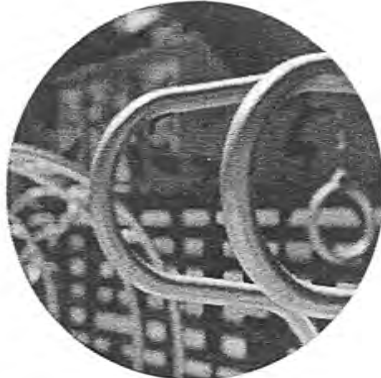
FALL

The Fitness Season culminates with local, regional and national challenges for residents.

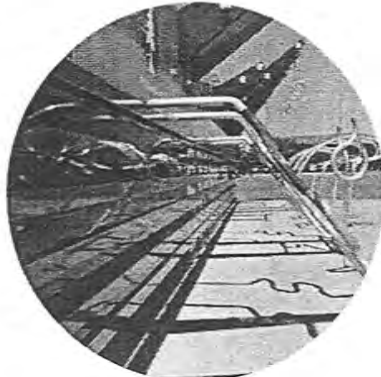
WORLD CLASS MATERIALS & SYSTEM
FITNESS COURT

Made & Manufactured in the USA

Designed by NFC in California.



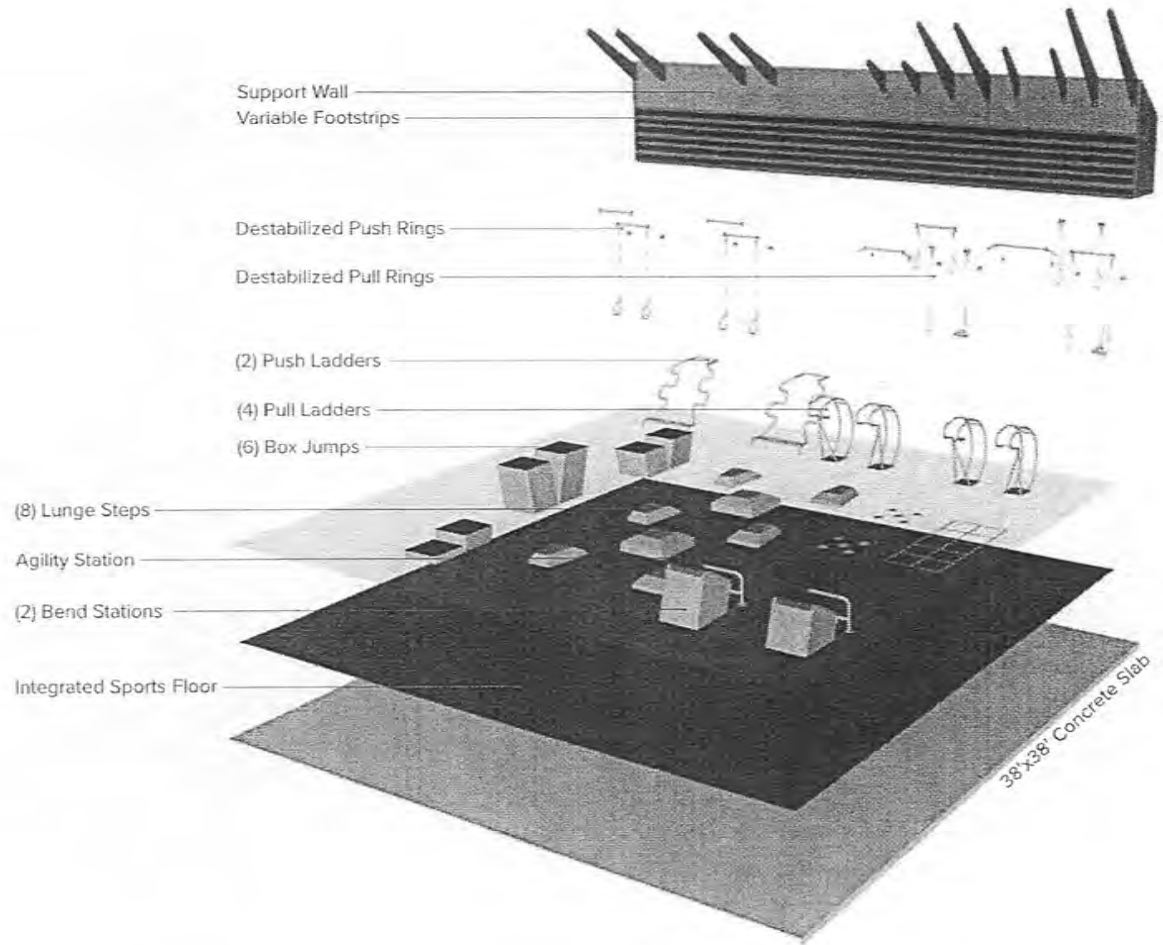
High Quality
 Dual-layer powder-coating
 carbon steel



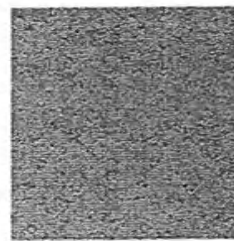
Durable Materials
 Tamper-resistant,
 galvanized & stainless
 steel bolts and fittings.



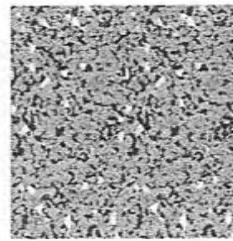
Best In Class
 Anti-graffiti laminate vinyl
 decals



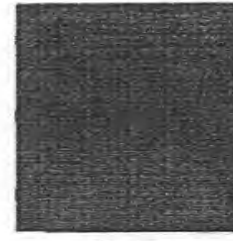
Each Fitness Court® includes an integrated sports floor made from durable 2'x2' tiles which adhere directly to the concrete slab. Available in our standard NFC Blue or Gray to match any custom design.



Top (Blue Option)



Top (Grey Option)



Bottom



Reducer with Tile

Reducer

NFC 2021 CAMPAIGN SPECIFICATIONS PROGRAM SUMMARY



2021 PROGRAM SUMMARY: All items and services below are delivered to approved partners as part of the 2021 Campaign.

HEALTHY INFRASTRUCTURE



FITNESS COURT®

Fitness Court® Description:

- 32'x35' outdoor bodyweight circuit training system with the following components:
- Seven station circuit training system providing full-body workout modules
- Fitness Court body-weight training wall - 32'W x 2'D x 6' H with custom graphics
- Thirty pieces of body-weight fitness elements for simultaneous use by 28 users at one time. Fitness Elements anchored and grouped within seven stations.
- Bolts, attachments and anchors required for installation

Fitness Court Surface - Tile Surface Specifications

- Outdoor Sports Floor Size: 1,024 SF (32'x32')
- Color: NFC Blue
- Thickness: 1" Tiles
- ADA Border Included

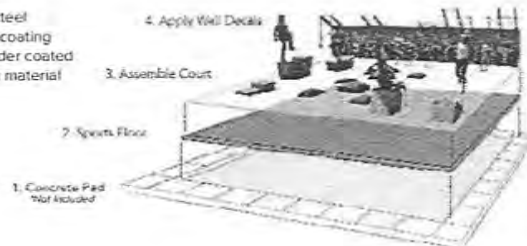
Fitness Court Specifications:

- All structural components are made from high-grade carbon steel
- Structural components receive high-grade dual layer powder coating
- All cladding (skins) made from high-grade aluminum and powder coated
- Graphics and signage printed with anti-graffiti over-lamination material
- Manufactured in the United States
- Resilient to heavy, repeated daily use
- Over 30 individual pieces of equipment
- Powder-Coated Structural Components
- Galvanized fittings and bolts - *Included*
- Stainless steel cables
- Full installation guide provided
- Warranty through NFC

Warranty + Maintenance

- Made for all climates
- Almost no moving parts (only cables)
- Equipment is anchor bolted into concrete
- Replacement parts available through NFC
- No requirement for disassembly in winter
- Maintenance guide, including touch-up paint & necessary tooling included

See Official Warranty for Full Coverage Detail



HEALTHY INFRASTRUCTURE DESIGN SERVICES

Strategic Planning & Feasibility Study

- City-wide impact analysis and master plan integration plan
- Site Design and Visibility Analysis

Custom Fitness Court Design Services & Construction & Installation Support

- Customized Fitness Court powder-coating and decal design - no two Fitness Courts are the same!
- stamped and certified design plans, concrete slab drawings, and contractor management are provided by the NFC Activation Team.
- With all ready-to-build plans included, most installations require less than 90 days to complete from ground-breaking to launch.
- NFC National Installation Partner Access - EIS (contracted separately)

GRANT FUNDING, CONSENSUS BUILDING, SPONSOR SUPPORT

NFC Grant Funding Qualification

- Access to qualify for NFC's Grant Funding through NFC's national partners to support seeding the program.

Consensus Building Consulting

- NFC has industry experts in project management, and from conception through execution, they will collaborate on an average of 2 intensive monthly planning calls to drive success.

Sponsor Strategy Consulting Support

- Up to 10 custom renderings provided by NFC Design Team to support outreach to local sponsors and partners. Up to 5 custom slide presentations provided for in-person meetings and internal stakeholder consensus-building.

CAMPAIGN SERVICES



FITNESS COURT® APP

The Fitness Court App

Free mobile app for iOS / Android teaches proper use, routines and challenges to all users

- **Classes:** schedule, run and track attendance using the Fitness Court App back-end scheduling tool, providing live class management through the OnSched platform. Training and basic setup provided by NFC within 30 days of launch event.
- **Learn:** video guides deliver workouts, and teach the basics for beginners on the Fitness Court. New content released quarterly, and updated by NFC National Training Team.
- **Train:** individual audio guides. New content released quarterly, updated by NFC National Training Team.
- **Challenge:** competitive tracking allows users to participate in timed, scored challenges, with an option to submit their scores to a national Leaderboard. Acts as a regional and national event qualification tool.

CERTIFIED AMBASSADOR TRAINING

Programming and Training Tools

Fitness Court Ambassadors build and sustain a healthy culture around the Fitness Court ecosystem

- **Learn:** education modules provided by the NFC Training Team are eligible for a range of industry certifications, are offered both in-person and remote, and provide a range of class templates, coaching tips and more to qualified Ambassadors. Partnership includes program vouchers for up to 12 individual Ambassadors per Fitness Court, individually eligible for up to 3 continuing education credits (CECs), approved through the American Council on Exercise (ACE).
- **Train:** classes, clinics and challenges become the building blocks of a Fitness Season, led by Ambassadors, that engage all ages and fitness levels. These guided workout options expand the user community and increase long-term usage and adoption.
- **Share:** continuous online and print storytelling, engagement and social connection further build out a healthy culture on each Fitness Court. Up to five local Ambassadors are eligible to attend an in-person regional training event of their choice in 2021. *Regional training schedule provided May 2021

MEDIA, PRESS, & PROMOTIONS

Promotions and Marketing Package

Media support and community engagement materials excite users and strengthen program adoption

- **Custom Grant Announcement Kit:** promote the development of the program in your community with NFC support through traditional and social media channels - including a custom Press Release, site rendering, and outreach planning tools.
- **Launch Event Promotions Toolkit:** announce the launch of the Fitness Court on traditional media channels with a separate customized press release, outreach support and uniquely branded assets for social media.
- **NFC Website Feature Story:** NFC-hosted custom storytelling showcases the partnership and program development in your community
- **Fitness Court Gear:** minimum \$750 credit towards the official NFC gear store - gear and giveaways (provided in part by national Campaign sponsor, Badger Sport®) nurture Ambassador relationships, honor stakeholders and excite event attendees, to amplify launch activities.
- **Opening Day Launch Support:** NFC provides event management templates, guidance for launch event planning, and custom promotional materials (flyers, media assets).

FITNESS SEASON 2021

Annual Activation Series: 2021 Fitness Season

Bring the Latest Events & Programs to Your Fitness Court® this Year!

- **Spring 2021:** 18 new workout routines & video tutorials introduced to the Fitness Court App, featuring pro trainer, Mark Lauren.
- **Summer 2021:** Classes and Clinics support ongoing programming for group exercise and app-based class
- **Fall 2021:** Challenge series builds competition & strengthens community. Marks the success of year's activation program for all users.
- **Healthy Infrastructure Awards:** annual recognition program highlighting exceptional partners and leaders nationwide, winners receive custom awards, decals and press support to announce



Fitness Court

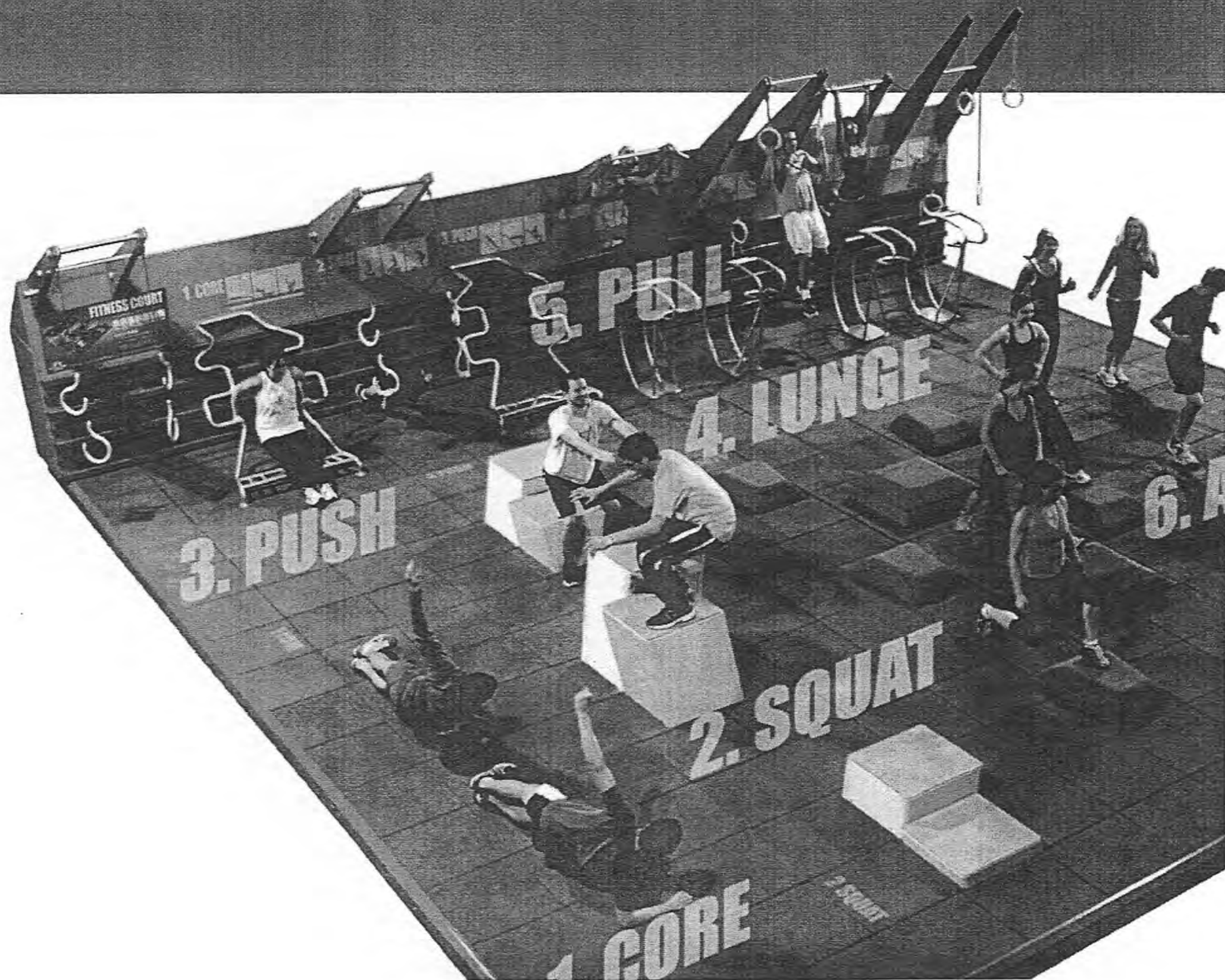
NATIONAL FITNESS CAMPAIGN

SAN FRANCISCO, USA
NATIONALFITNESSCAMPAIGN.COM
INFO@NFCHQ.COM
(415) 702-4919

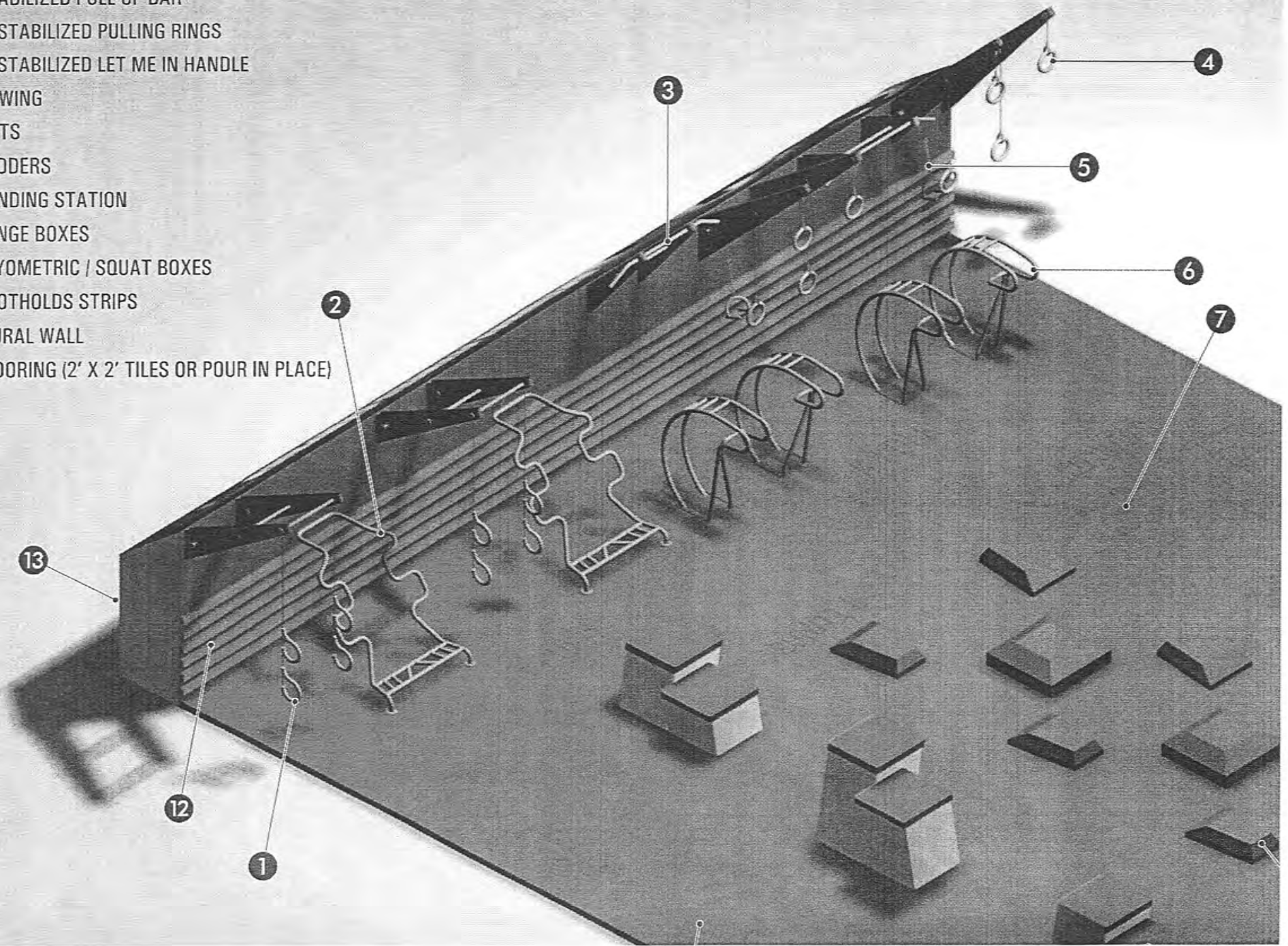


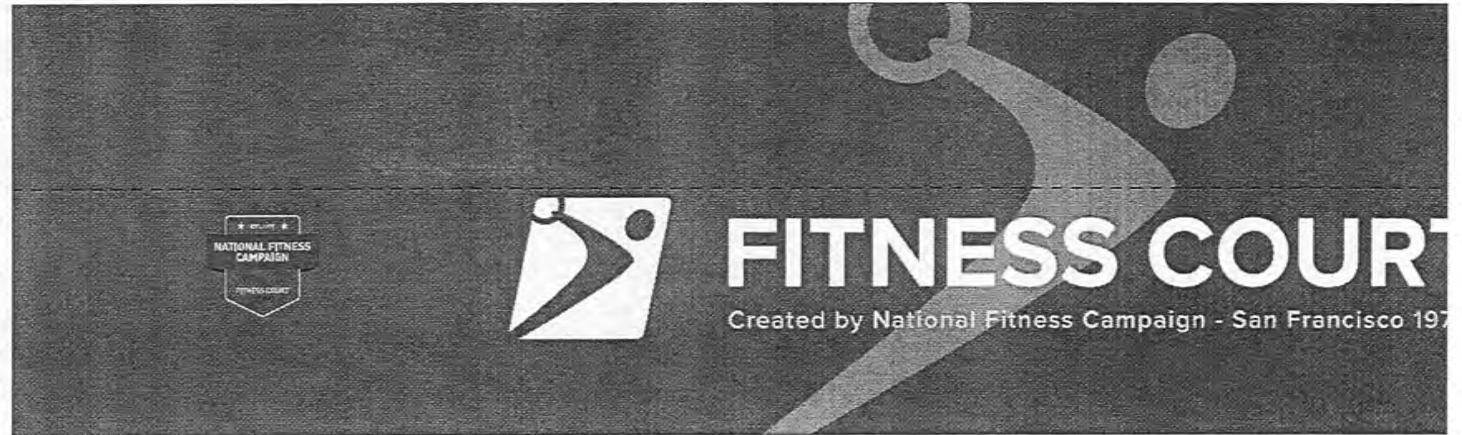
FITNESS COURT™

SCHEMATIC DESIGN SET

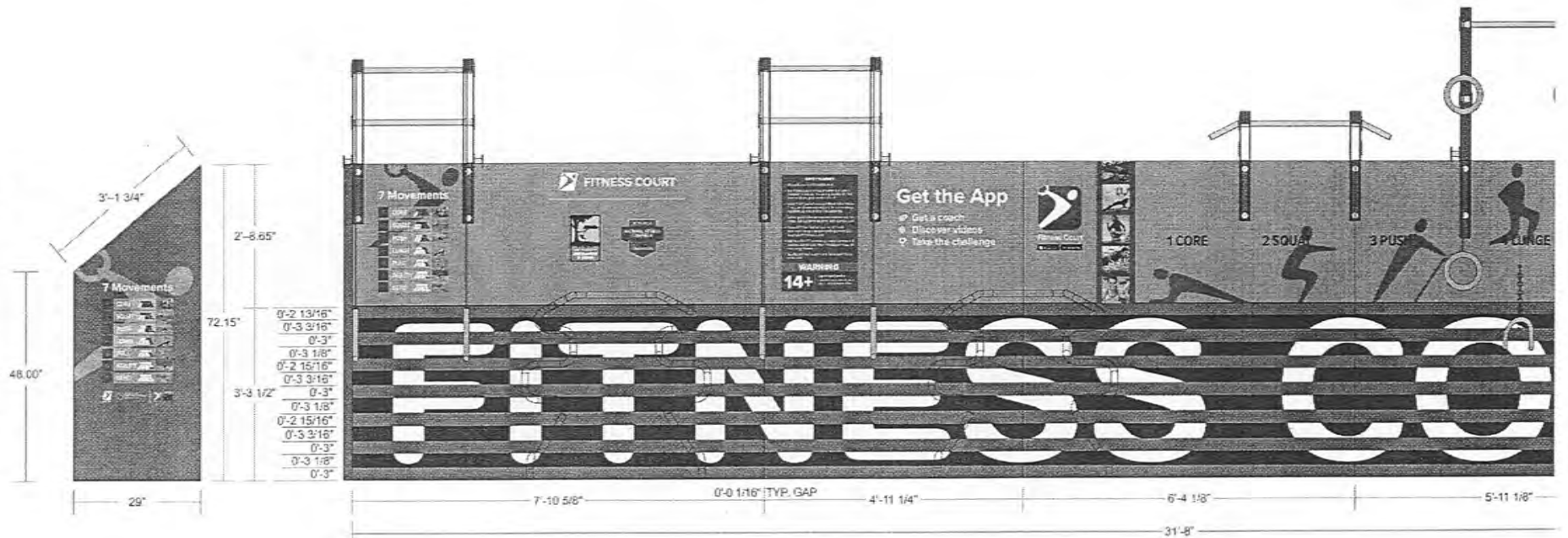


- 1 DESTABILIZED PUSHING RINGS
- 2 STABILIZED FREEFORM PUSHING BARS
- 3 STABILIZED PULL-UP BAR
- 4 DESTABILIZED PULLING RINGS
- 5 DESTABILIZED LET ME IN HANDLE
- 6 ROWING
- 7 DOTS
- 8 LADDERS
- 9 BENDING STATION
- 10 LUNGE BOXES
- 11 PLYOMETRIC / SQUAT BOXES
- 12 FOOTHOLDS STRIPS
- 13 MURAL WALL
- 14 FLOORING (2' X 2' TILES OR POUR IN PLACE)





32'-0"



EQUIPMENT AND FLOOR MARKING LAYOUT

WALL WITH ATTACHED
WALL BRACKETS AND
PULL CHAINS

PUSH STATION
QTY 2

PLYO BOX 1

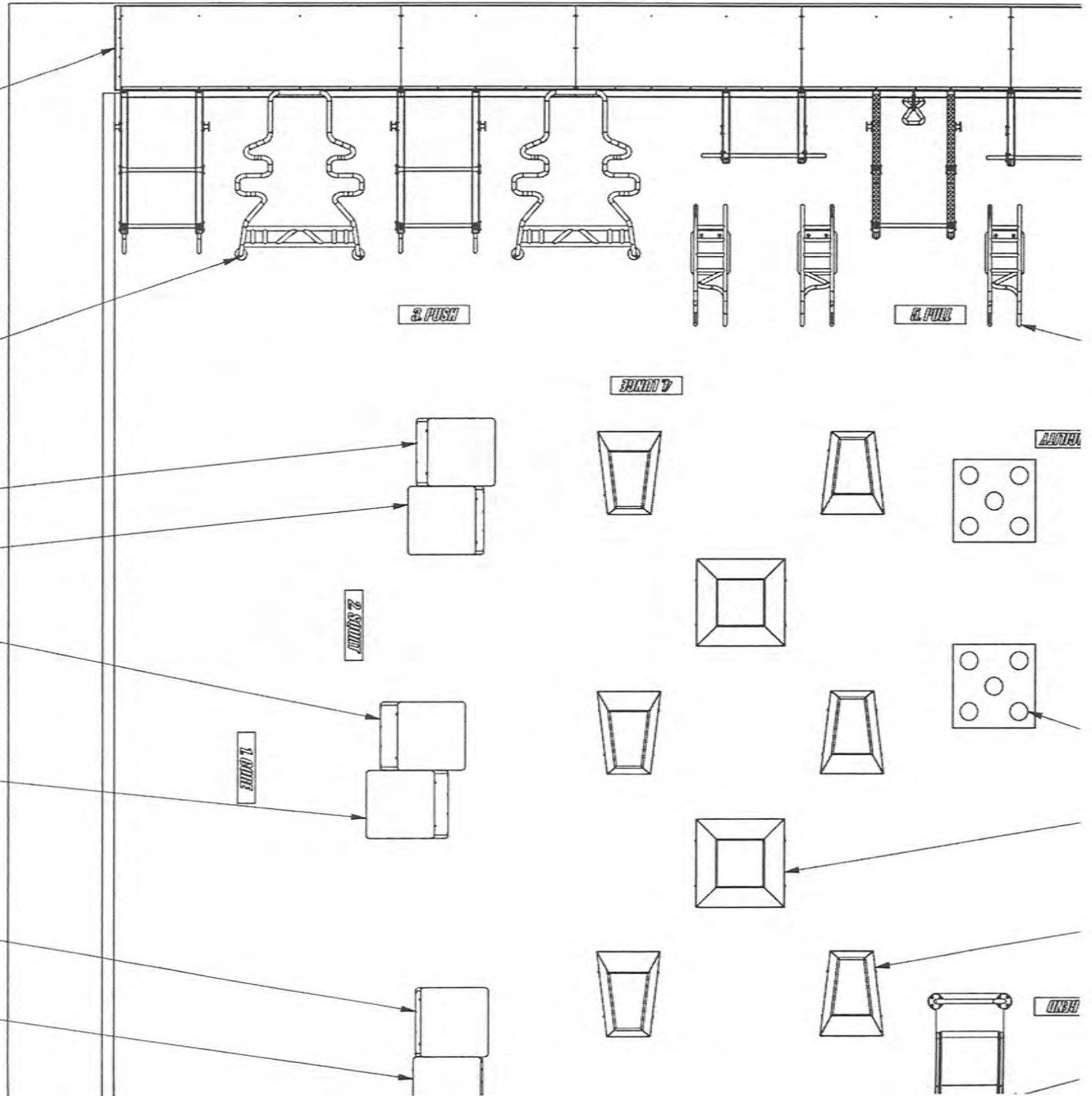
PLYO BOX 2

PLYO BOX 3
(TALLEST)

PLYO BOX 4

PLYO BOX 5

PLYO BOX 6
(SHORTEST)





PARTNERSHIP ART GALLERY

FITNESS COURT DESIGN STUDIO

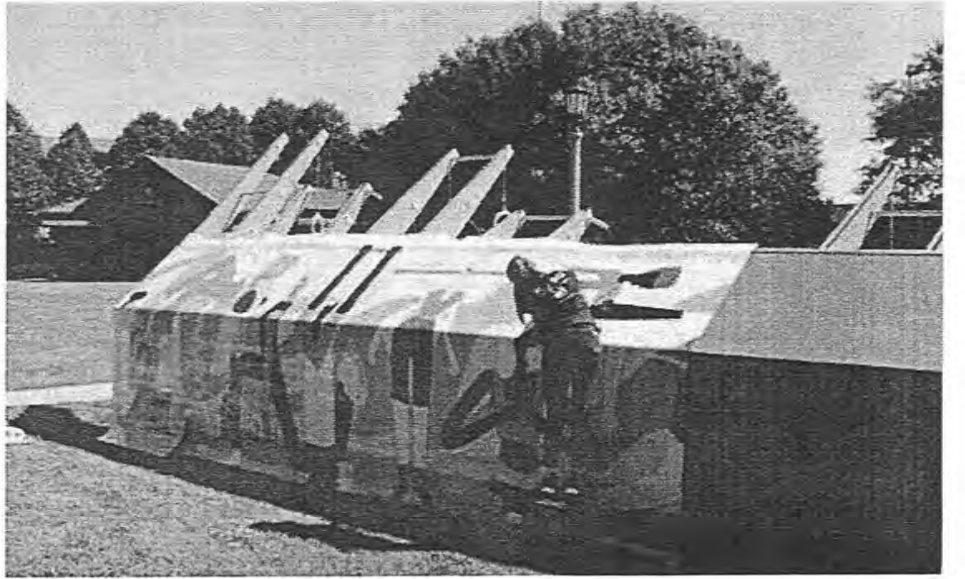
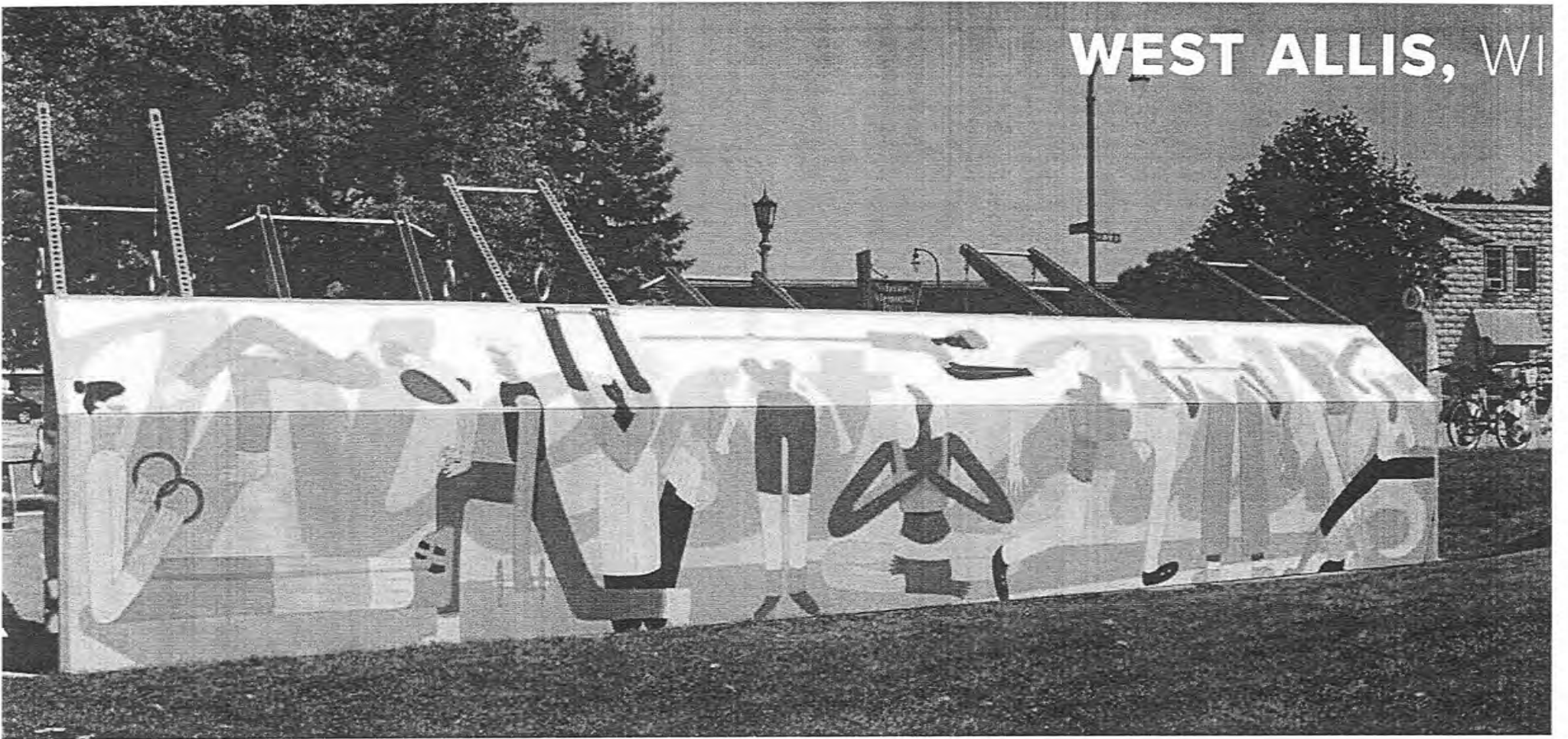
LOVELAND, CO

LIVE EXTRAORDINARY



uchealth

WEST ALLIS, WI



CEDAR HILL, TX

CEDAR HILL

Methodist
CHARLTON

CELEBRATING Health

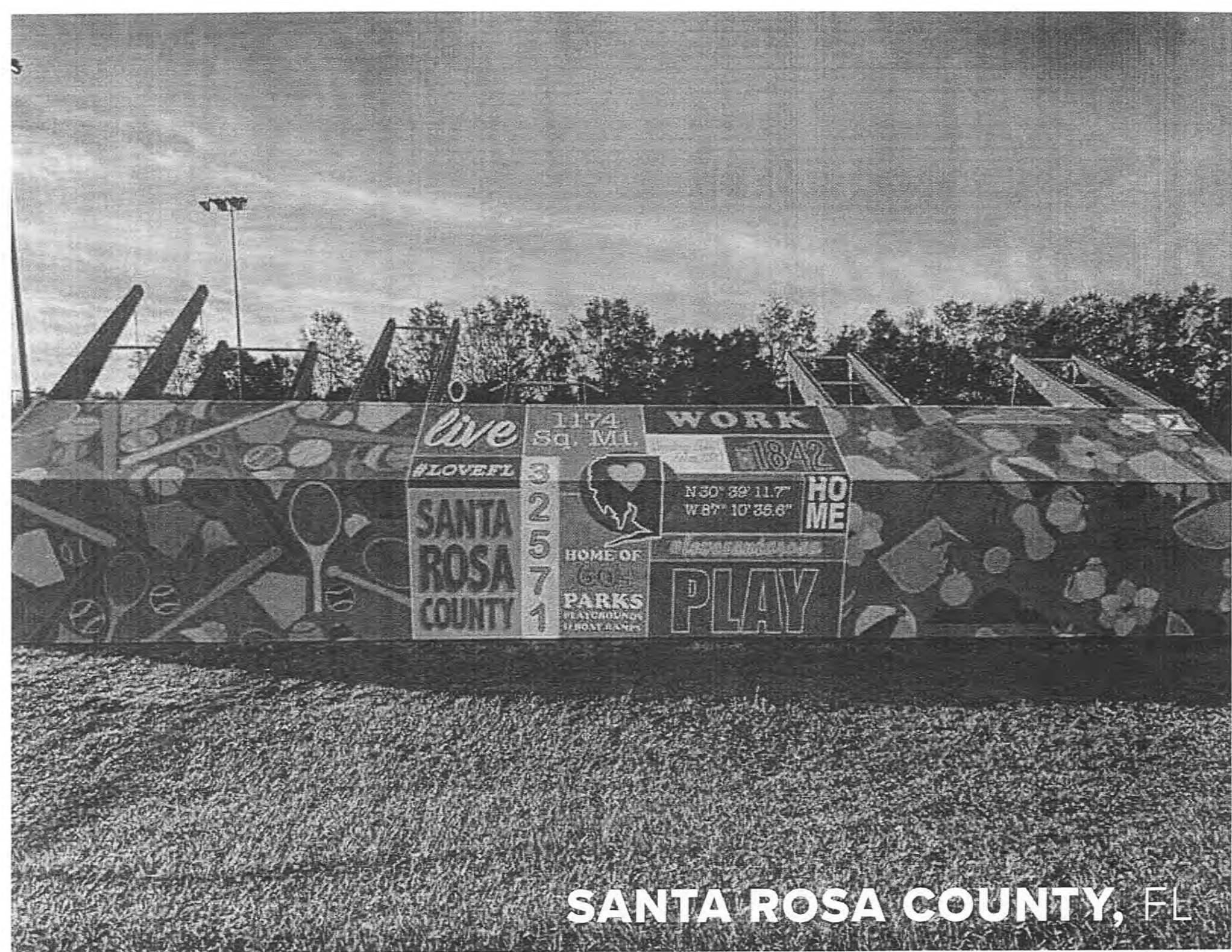


7 Movements

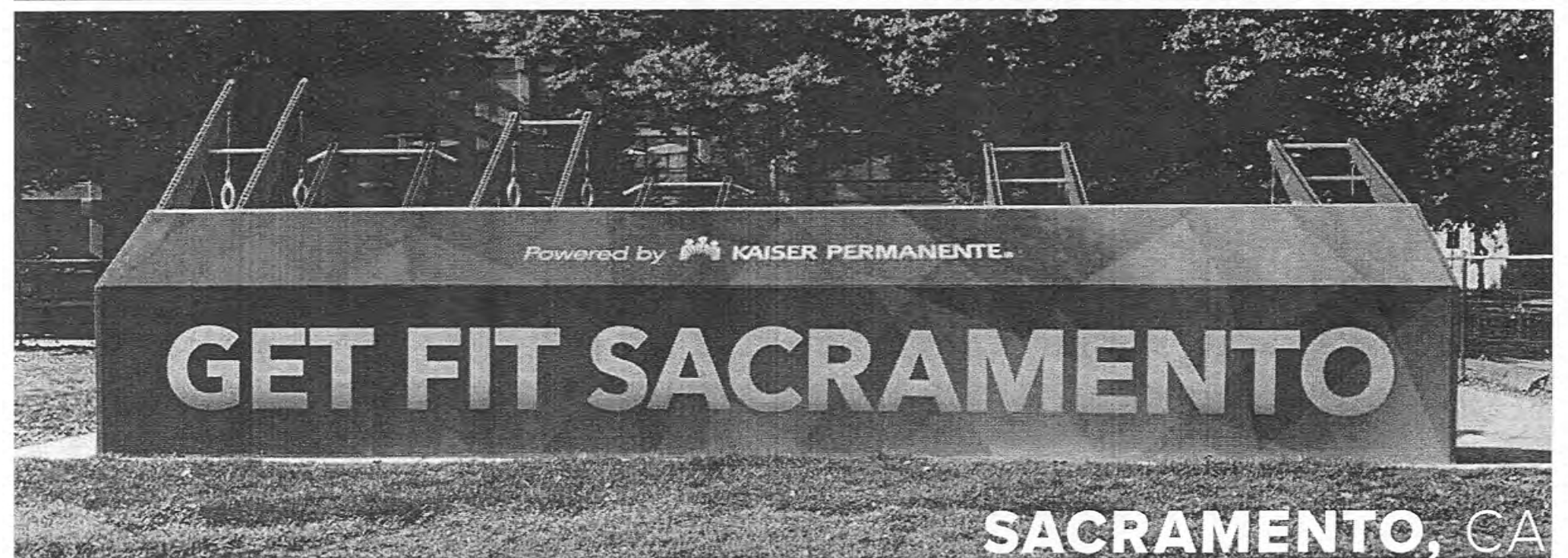
- 1. WALK
- 2. STAND
- 3. SIT
- 4. LIE DOWN
- 5. STAND WITH ARMS RAISED
- 6. STAND WITH ARMS OUTSTRETCHED
- 7. STAND WITH ARMS CROSSED



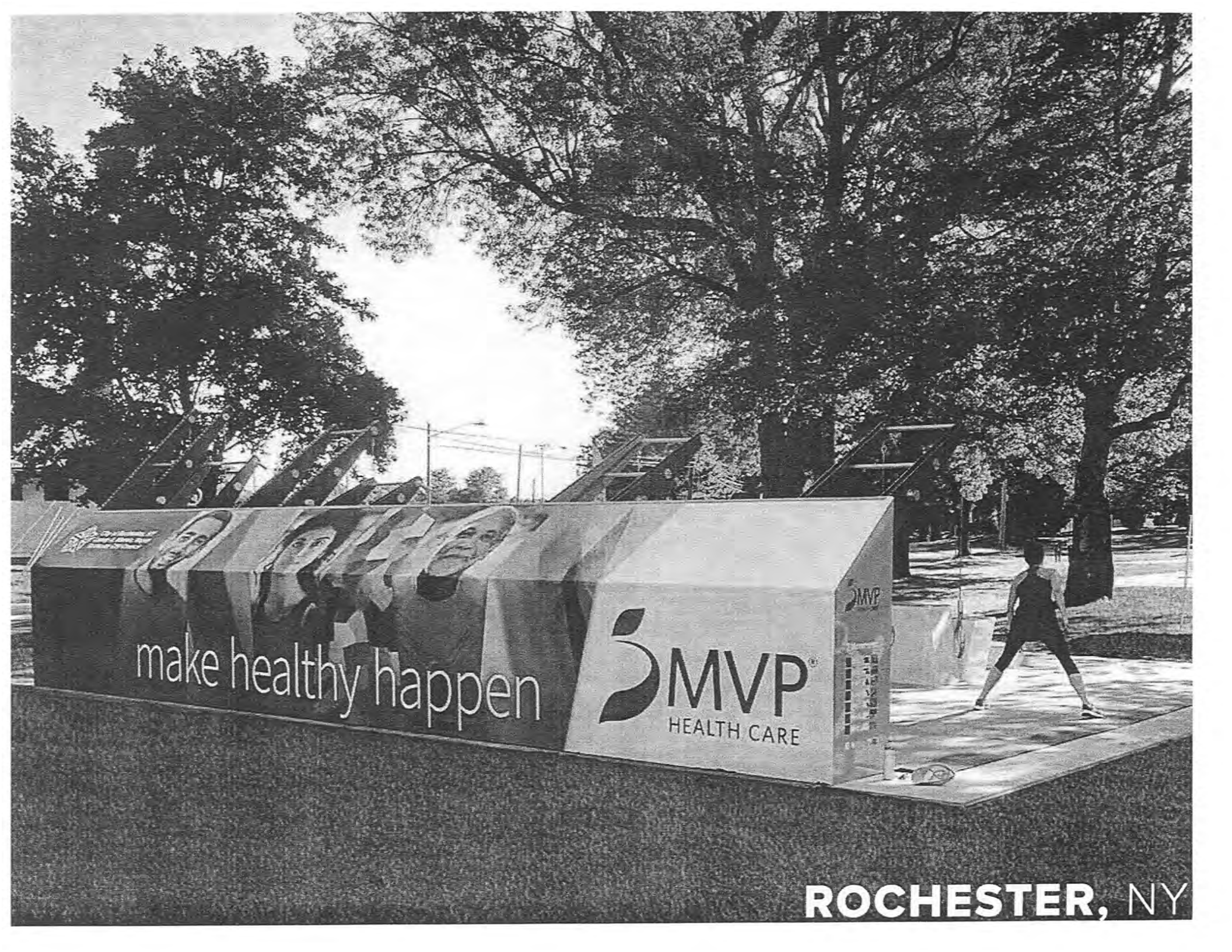
MADISON HEIGHTS, MI



SANTA ROSA COUNTY, FL



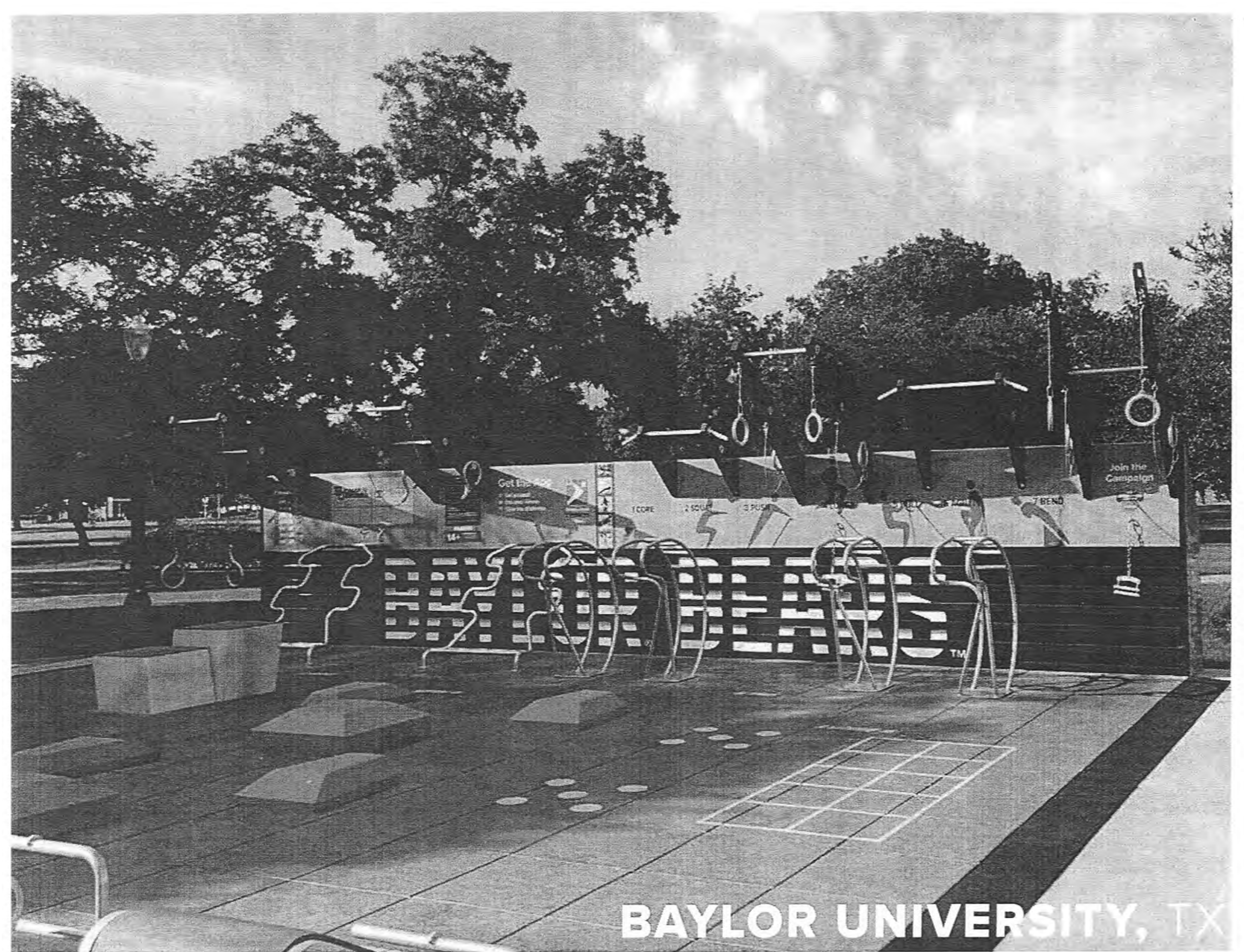
SACRAMENTO, CA



make healthy happen

 MVP[®]
HEALTH CARE

ROCHESTER, NY



BAYLOR UNIVERSITY, TX

A black and white photograph of a large, dark, rectangular sign for Oakland University. The sign is positioned in the foreground on a grassy area. In the background, a tall, ornate clock tower with a pointed roof is visible, surrounded by trees and other campus buildings. The sign features the university's name in large, stylized letters, a sponsor logo, and a logo for a fitness court.

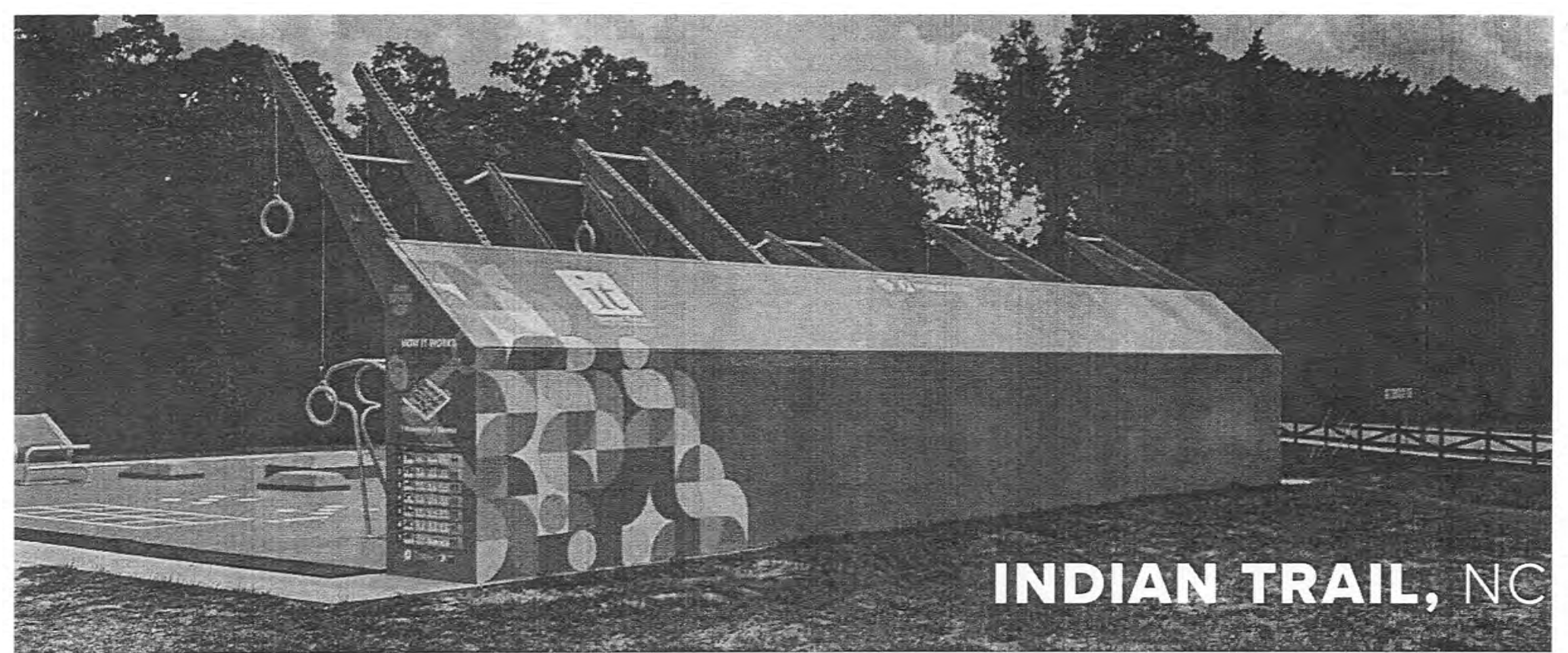
**OAKLAND
UNIVERSITY™**

Sponsored By
PriorityHealth

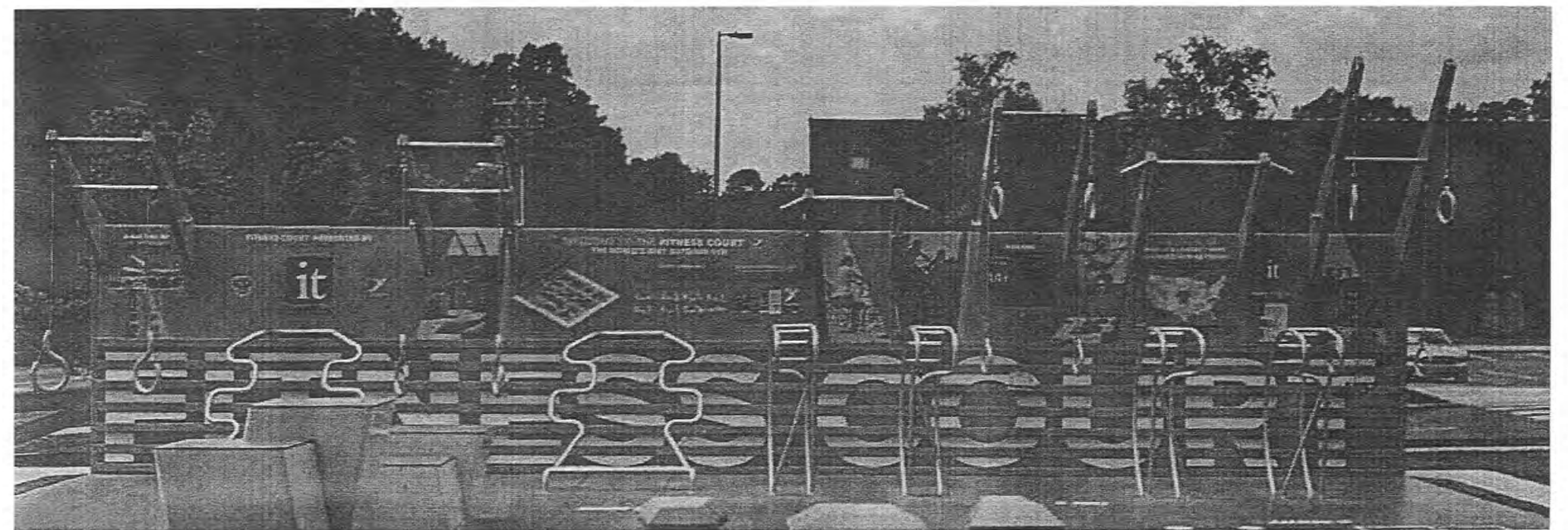


FITNESS COURT

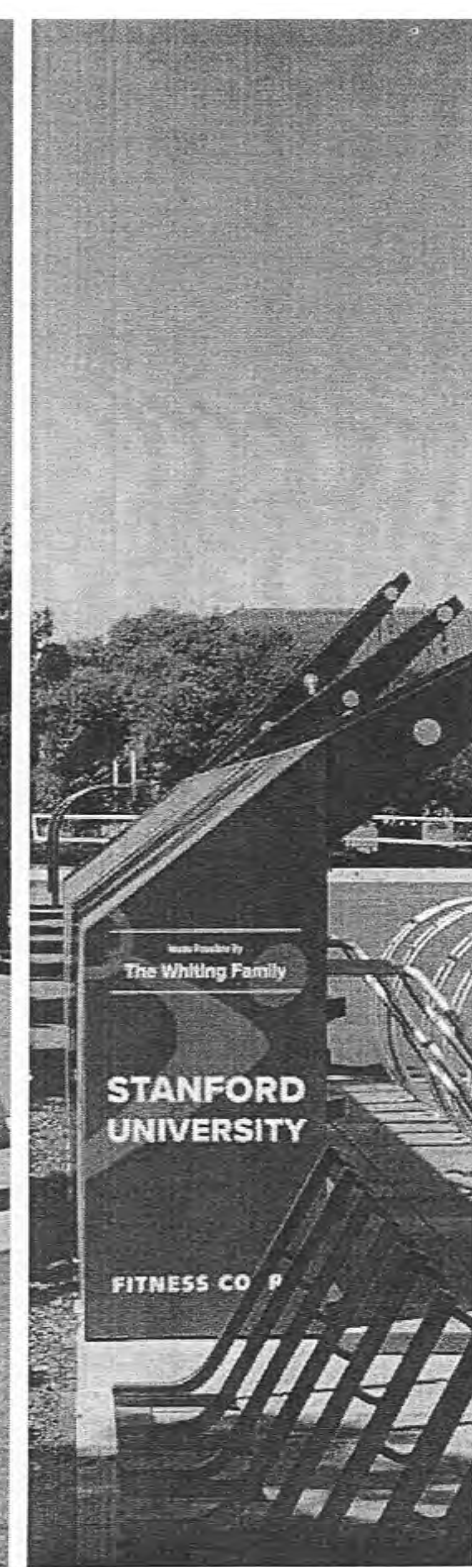
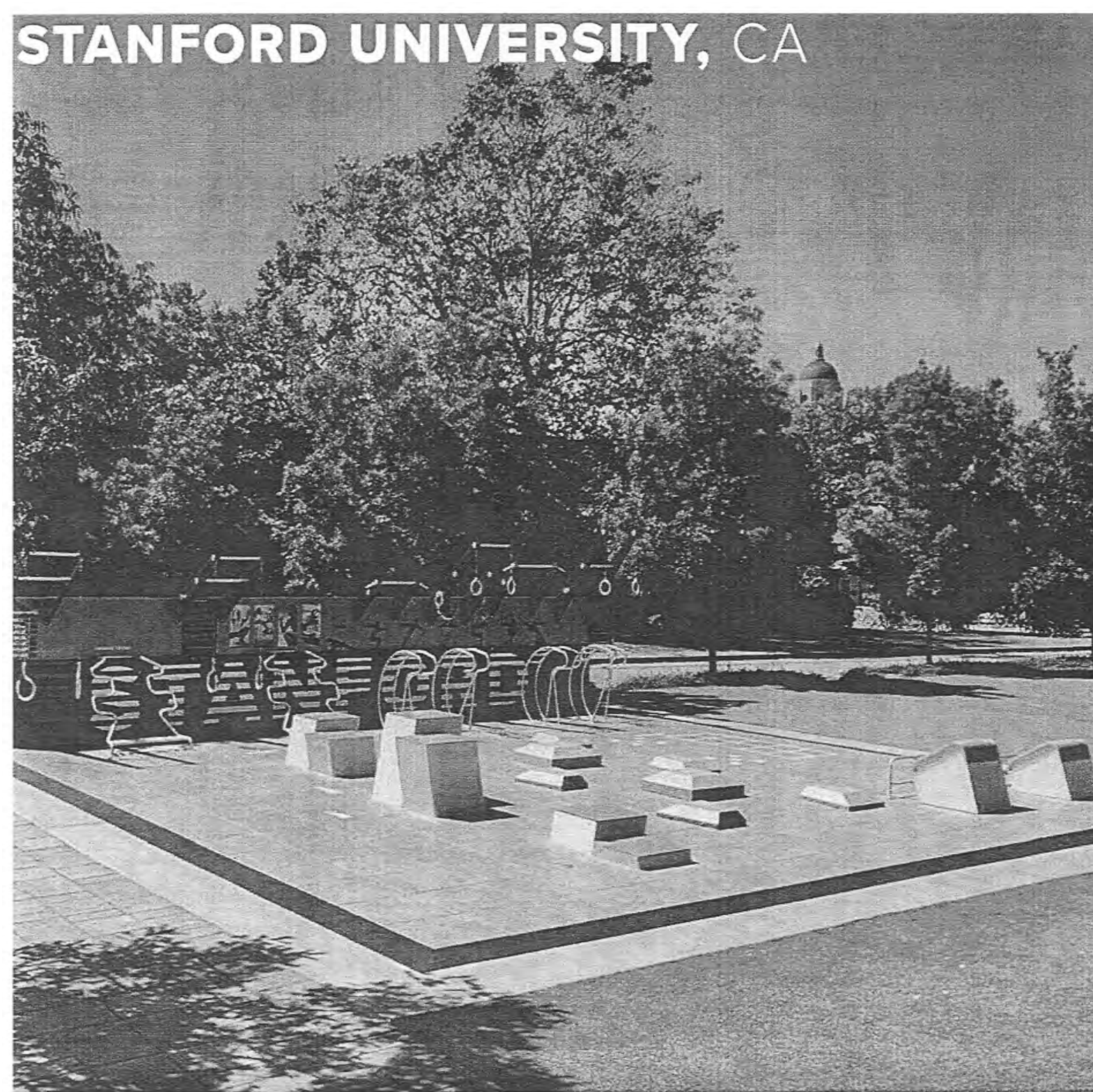
OAKLAND UNIVERSITY, MI

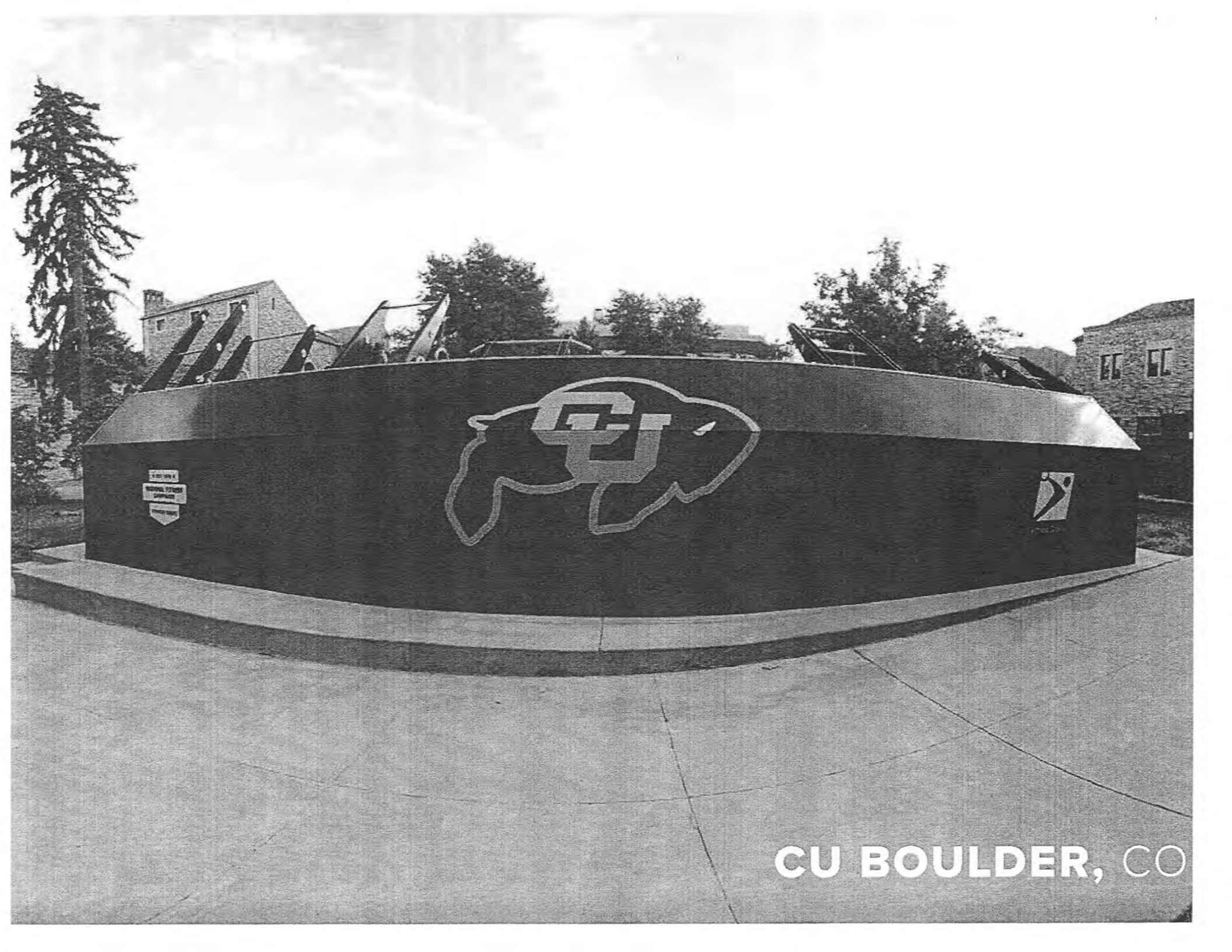


INDIAN TRAIL, NC



STANFORD UNIVERSITY, CA

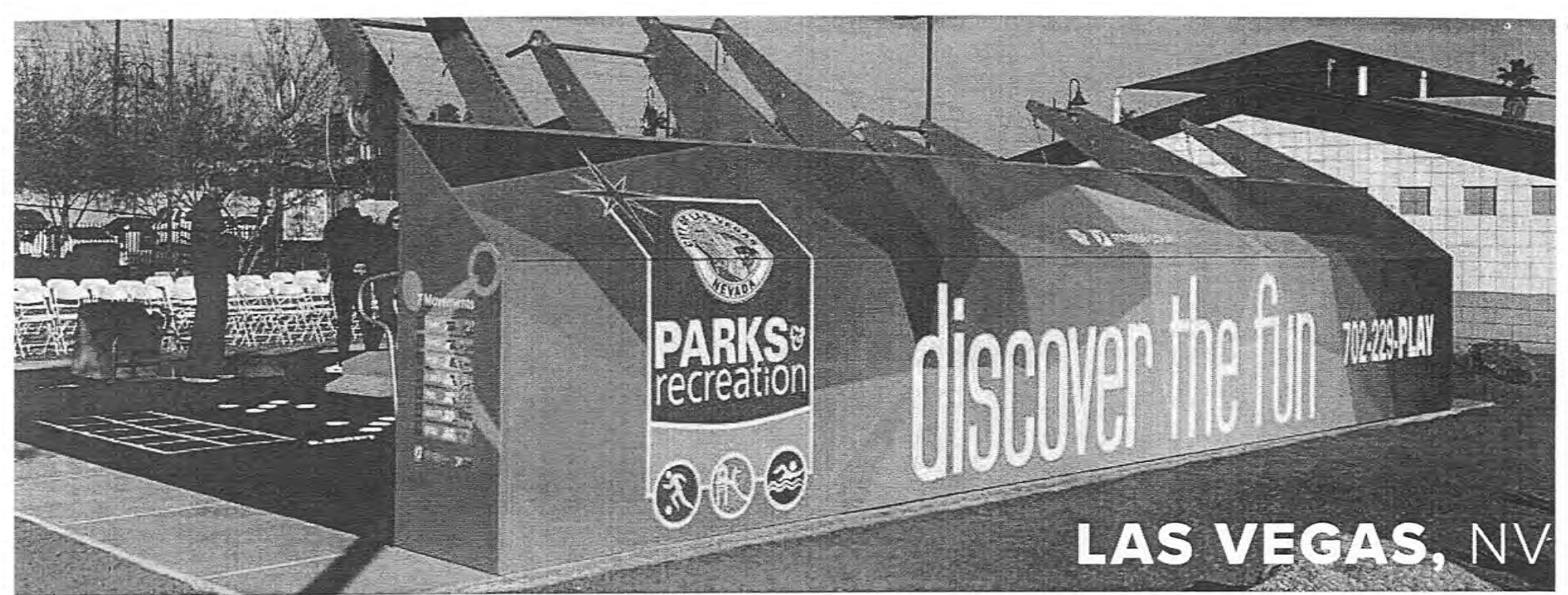


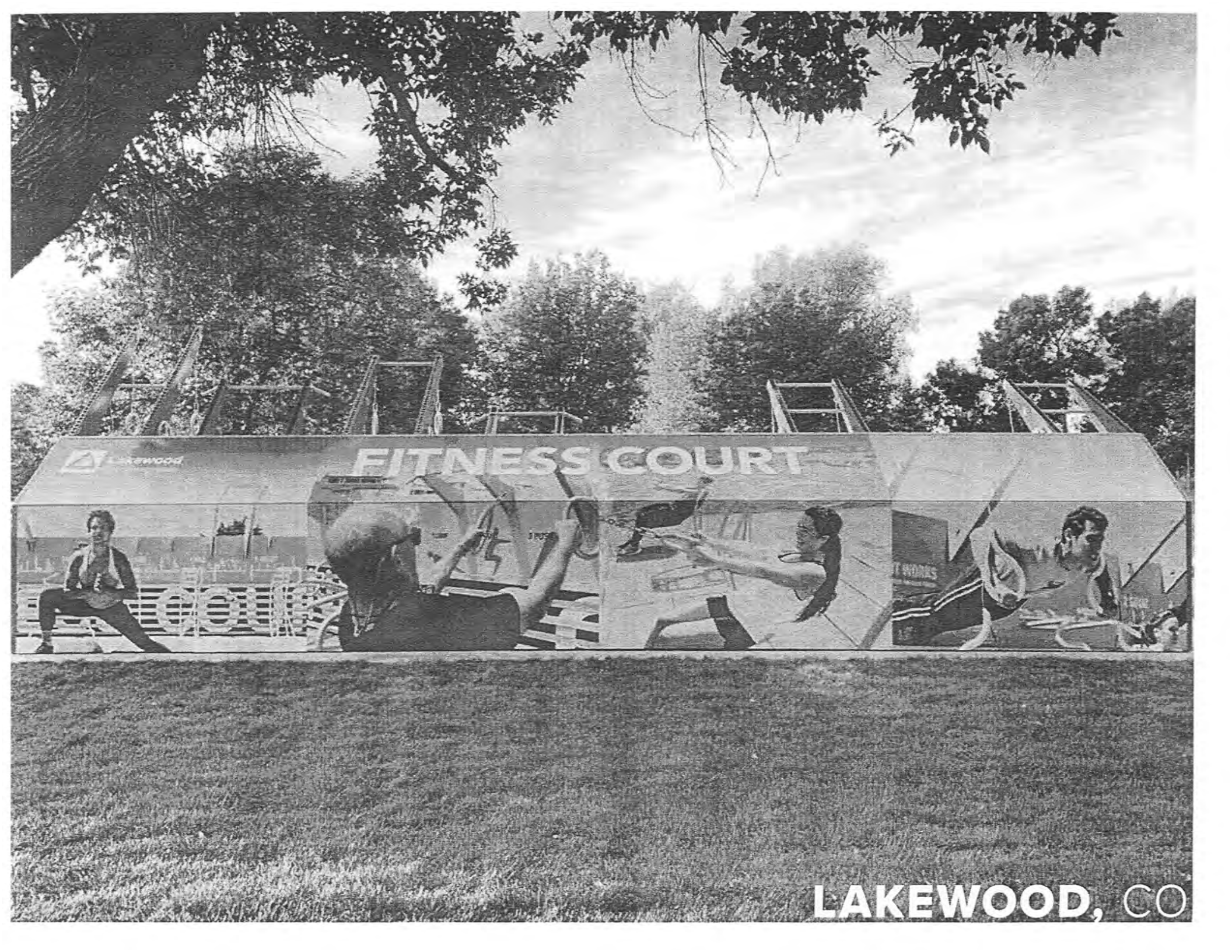


CU BOULDER
NATIONAL FITNESS CENTER
Boulder, CO



CU BOULDER, CO





Lakewood

FITNESS COURT

LAKWOOD, CO

LA QUINTA, CA





PENSACOLA FL



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, May 9, 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 7:02 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Walter Fajet, Ph.D.

Councilman Bob Best

Councilwoman Jacky Bravo

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

Chief of Police Armando Guzman

Recreation Director Omar Luna (via Zoom)

Golf Director Paul O'Dell

Golf Superintendent Laurie Bland

Public Works Director Lazaro Garaboa

- 2. Invocation:** Offered by Mayor Maria Mitchell

Pledge of Allegiance: The AIE Lady Aviators Softball Team participated in leading the pledge.

- 3. Agenda / Order of Business**

- 4. Awards & Presentations:**

A) Recognizing the AIE High School Girls' Softball team, the Lady Aviators, finishing their season and ranking in the Top 10 in Miami-Dade County (Fajet)

Councilman Fajet thanked the Mayor and City Council for the opportunity to recognize the AIE Girls Softball team. He introduced the Coaches, Alex Torres and Renee Gonzalez who then provided some background on the Softball program and recent games. All girls attending the meeting introduced themselves and thanked the Mayor and City Council for having them there.

B) Yard of the Month Award for May 2022 – 101 Truxton Drive – The Schmidt

Family

Mayor Mitchell announced the Yard of the Month for May 2022, the Schmidt Family at 101 Truxton Drive, the Schmidt Family was not present to receive the award. City Clerk Erika Gonzalez stated that she will make arrangements to deliver the award.

C) Recognizing the City Hall Lobby Artist of the Month for May 2022 – Miami Springs Senior High School Students Digital Art Exhibition

Mayor Mitchell recognized students from the Miami Springs Senior High School on the Digital Artwork in the City Lobby. Ms. Beth Goldstein, the Miami Springs High School Art Department Chair, introduced herself and provided some background information on the students presenting their artwork in the lobby. She thanked the City Council and City Administration for hosting the Art in City Hall program that provides artists in our community the opportunity to display their artwork while beautifying City Hall.

5. Open Forum: The following members of the public addressed the City Council: Nancy Jones, 255 Springs Avenue; and Jorge Santin, 1249 Heron Avenue.

6. Approval of Council Minutes:

A) April 25, 2022 – Regular Meeting

Councilman Best moved to approve the minutes of the April 25, 2022 Regular Meeting. Vice Mayor Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez, and Mayor Mitchell voting Yes.

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

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 Microsoft Office 365 GCC G1 And G3 Licenses From Shi International Corp. In An Amount Not To Exceed \$9,025.25 For Fiscal Year 2022 And An Amount Not To Exceed Budgeted Funds For Future Fiscal Years Consistent With The Terms And Conditions Of The City Of Mesa, Arizona, Contract No. 2018011-02 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase And Installation Of Whisperwave Acoustical Foam Panels For The Adult Community Center From Amion Enterprises International Corp. In An Amount Not To Exceed \$12,860.80; Providing For

Authorization; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Work Order To Bermello, Ajamil & Partners, Inc. For Design, Bid, And Construction Services For The Miami Springs Golf And Country Club Golf Course Renovation Project In An Amount Not To Exceed \$250,933.00; Providing For Implementation; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Supply Services Of Diesel And Regular Fuel For The Miami Springs Golf And Country Club's Golf Carts And Maintenance Fleet From Tropic Oil Company LLC On An As-Needed Basis In An Amount Not To Exceed \$50,000; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date

E) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The City's Title Vi Nondiscrimination Policy And Plan In Accordance With Title VI, 42 U.S.C. § 2000d, Of The Civil Rights Act Of 1964 As Required To Receive Federal Pass-Through Funding; Providing For Implementation; And Providing For An Effective Date

F) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving An Agreement With Metro Express, Inc. For Concrete Curbside/Sidewalk Construction, Milling, And Resurfacing Of Asphalt Concrete And Striping Services Utilizing The Terms And Conditions Of The City Of Miami Beach Contract Awarded Pursuant To Itb-2018-033-Nd Pursuant To Section 31-11(E)(5) Of The City Code; Authorizing The City Manager To Issue A Work Order To Metro Express, Inc. For The Citywide Sidewalk Completion And Ada Ramp Project In An Amount Not To Exceed \$89,772.50; Providing For Implementation; And Providing For An Effective Date

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

10. Old Business:

A) Update on the possible location of the pickleball/racquetball courts

City Manager William Alonso introduced Paul O'Dell who answered the Council's questions and stated that in his career he had managed a golf course with a tennis and racquetball center, and felt it was a good fit. City Manager Alonso stated that the most ideal location for Pickle Ball would be the Golf and Country Club, but that plan would require a delay due to the golf course project and WADS projects that have to be completed first, he suggested that if the council wanted to proceed more quickly than the best location would be Stafford Park; he stated that the tennis and racquetball/pickleball center being moved to the Golf Course would be the best for the City but could not be immediate. Golf Director Paul O'Dell

indicated that Miami-Dade County has not been able to complete the improvements of the pump stations at the Golf Course and until then it is not feasible to build pickleball, racquetball or move the tennis center there. City Manager William Alonso further stated that he will come back with several estimates at an upcoming Council meeting for Pickle Ball courts installation. Mayor Mitchell stated that building these courts at the Golf and Country Club would provide the community the opportunity to dine, drink and socialize before or after playing the sports and would support and invigorate the food and beverage operations at the County Club. She stated that selecting the best location within the city to build these courts was a long-term investment in the future of recreational opportunities and enhancements for the community, and that ultimately if the best location required delaying the start of the project, then that should take serious consideration.

11. New Business:

A) Request by Lt. Claire Gurney for the 15th Annual Stafford Memorial Golf Tournament Donation Request

City Manager William Alonso read the staff memo for the record. Lt. Claire Gurney was present to answer the City Council's questions.

Councilman Vazquez moved to approve the request for \$4,000.00. Councilwoman Bravo seconded the motion. Vice Mayor Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez, and Mayor Mitchell voting Yes.

Lt. Gurney thanked the City Council for their support and hopes to see them at the event on Friday, May 20th at 1:00 p.m.

12. Other Business:

A) Request by Girl Scout Troop Leader Kahnee Rodriguez for Girl Scout Troop 2564 for Summer Trip (Vazquez)

Councilman Best moved to approve the request for \$500.00 towards the summer trip. Councilwoman Bravo seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez, and Mayor Mitchell voting Yes.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera had no report at this time.

B) City Manager

City Manager William Alonso stated that the City received \$174,000.00 Resiliency grant for a study that will assess various vulnerability issues including sea level rise and flooding within City limits. He also stated that the City will host a Food Drive in conjunction with Representative Bryan Avila's Office and Virginia Garden's Mayor Spencer Deno and Village Council on May 21st at 9am. 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 Fajet reminded the public that the Sebastian Strong 5k is available to pre-register online for Saturday, May 14th event. He stated that he and his wife attended the Woman's Club event, "Queen for a Day – A Mother's Day Celebration" on Saturday, May 7th, he gave extra thanks and expressed his admiration to his wife Adriana for her dedication and leadership conducting the event.

Councilman Vazquez reported that he attended the Woman's Club event, "Queen for a Day – A Mother's Day Celebration" on Saturday, his wife participated in the fashion show and stated it was an extremely classy event. He gave a shout out to Adriana Fajet for leading a wonderful event and making it such a success. He stated that he has discussed the sidewalk connectivity is underway and is getting done. Councilman Vazquez also confirmed his understanding that the Business and Economic Development Task Force that all of their recommendations will be gathered and then disseminated in a final report at the conclusion of the board's term.

Councilman Best stated it was great to see the AIE Softball team tonight. He recognized the Miami Springs High School Boys Baseball and Girls Softball teams reaching the regionals tournament. He also reminded that the Pelican Playhouse production kicks off this weekend and hopes to see everyone there.

Councilwoman Bravo announced that she will purchase two tickets and donate them to anyone who would like to attend, she is not available to attend due to prior engagements. She stated that she participated in the Woman's Club fashion show event, "Queen for a Day – A Mother's Day Celebration" on Saturday. She said she had lots of fun and thanked Adriana Fajet for putting the event together; and recognized the Woman's Club for the involvement and dedication to the City.

Mayor Mitchell gave her condolences to the family of former Councilwoman Helen Gannon. She stated that Mrs. Gannon served on the Council for several years, and was a driving force in the community and various civic organizations in the City. She recognized Jorge Ferrer of B&A Architects, for helping the City achieve the State's Resiliency grant, that will place the City on the path of becoming a resilient community and identify critical infrastructure, address flooding and sea level rise. The grant will also allow the City the ability to apply for additional resiliency grants to address our city's future needs. Mayor Mitchell stated that she had participated in the wonderful Woman's Club fashion show event, "Queen

for a Day – A Mother’s Day Celebration” on Saturday and thanked all of the organizers and the many sponsors and businesses who made it such a huge success She encouraged Miami Springs residents to get involved with one of the City’s many civic organizations, such as the Woman’s Club, Lions, Rotary, Optimist and Scouting , that always have a positive impact on the community and make lifelong friends along the way.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:20 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 23rd day of May, 2022.*

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.

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING FIRE ALARM AND SPRINKLER SYSTEM INSPECTION, MAINTENANCE, AND REPAIR SERVICES FROM JOHNSON CONTROLS FIRE PROTECTION LP IN AN AMOUNT NOT TO EXCEED \$17,000 FOR FISCAL YEAR 2021-22; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) needs fire alarm and sprinkler system inspection, maintenance, and repair services (the “Services”) for its Community Center and Aquatic Center; and

WHEREAS, on August 9, 2017, and September 27, 2017, the City entered into an agreement with Johnson Controls Fire Protection LP (formerly known as SimplexGrinnell LP) (the “Vendor”) for the Services for the Aquatic Center and Community Center, respectively; and

WHEREAS, due to unanticipated repairs required for the fire alarm and sprinkler systems at the City’s Community Center and Aquatic Center, City Staff has determined that the cost of the Services for fiscal year 2021-22 will exceed \$10,000.00; and

WHEREAS, 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 Services for fiscal year 2021-22 as it is in the best interest of the City; and

WHEREAS, pursuant to the recommendation of the City Manager, the City Council wishes to approve the Services for the City’s Community Center and Aquatic Center from the Vendor in an amount not to exceed \$17,000, as further detailed in the Composite Invoice attached hereto as Exhibit “A,” 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 the City Council hereby approves the Services, in substantially the form attached hereto as Composite Invoice "A," from the Vendor in an amount not to exceed \$17,000 for fiscal year 2021-22.

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 for the Services from the Vendor as being in the best interest of the City.

Section 4. Authorization. That the City Council hereby authorizes the City to purchase the Services from the Vendor and to expend budgeted funds in an amount not to exceed \$17,000.

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

PASSED AND ADOPTED this 23rd day of May, 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

Johnson Controls Composite Invoice



D-U-N-S 09-4738007
FED. ID 58-2608861

District # 263
10550 Commerce Pkwy
MIRAMAR, FL 33025-3913
954-431-3700

INVOICE NO.	INVOICE DATE	CUSTOMER PO
22891047	05-02-22	

CONTRACT #	MODIFIER
996628	Rebill-02-MAY-22

PAYMENT TERMS
NET 30

Bill To: 263-02030466

Miami Springs Community Center
201 Westward Dr
Accounts Payable
MIAMI SPRINGS FL 33166-5259

Ship To: 263-01994859

Miami Springs Community Center
1401 Westward Dr
MIAMI SPRINGS FL 33166-5005

Requestors Name: Luna, Omar

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
MIAMI SPRINGS COMMUNITY CENTER-1401 WESTWARD DR-FA 01994	01-MAR-22	28-FEB-23

INVOICE NOTES:

This is your annual invoice for service rendered as per your service agreement with SimplexGrinnell. Your agreement covers the following: Fire Alarm Test and Inspection with Full Service. The coverage is a 24/7 labor which includes Runner Services and 100% Cleaning and Sensitivity.

Total Contract Amount	-	\$4,966.83	Amount Of Current Invoice	-	\$4,966.83
			Sales Tax	-	\$0.00
			Total Amount Included	-	\$4,966.83
			Payment Received	-	\$0.00
Total Amount Due					\$4,966.83



REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK

TOTAL AMOUNT DUE
\$4,966.83

BILL TO: Miami Springs Community Cente
263-02030466
SHIP TO: Miami Springs Community Center
263-01994859

INVOICE NUMBER: 22891047

INVOICE DATE: 05-02-22

CUSTOMER P.O.:

REMIT TO: Johnson Controls Fire Protection LP
Dept. CH 10320
Palatine , IL 60055-0320

2000496683122891047



District # 263
10550 Commerce Pkwy
MIRAMAR, FL 33025-3913
954-431-3700

Johnson Controls Fire Protection LP

INVOICE NO.
22891047
DATE OF INVOICE
05-02-22

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals)	01-MAR-22	28-FEB-23	1401 Westward Dr, , MIAMI SPRINGS, FL	SYSTEM-FA-SMPLX	1	SIMPLEX 4100/4020 FIRE ALARM SYSTEM	\$4,966.83
				4100/4020	1	** IB ONLY ** CONTROL PANEL-MULTIPLEX	
				FA-CPMX	1	** IB ONLY ** ANNUNCIATOR	
				FA-ANNUN	17	** IB ONLY ** CLEAN & SENSITIVITY TEST	
				FA-SMK CL/SN	14	** IB ONLY ** DUCT SMOKE DETECTOR	
				FA-DUCT SD	3	** IB ONLY ** HEAT DETECTOR	
				FA-HEAT DET	17	PULL STATION	
				P/S	52	** IB ONLY ** AUDIO/VISUAL SIGNAL DEVICE	
FA-AUDIO/VIS							



Send To LOCAL

Johnson Controls Fire Protection LP

INVOICE NO.
22800748

INVOICE DATE
03-01-22

CUSTOMER PO



CONTRACT #
1001892

MODIFIER
R01-DEC-2021

PAYMENT TERMS
NET 30

U-N-S 09-4738007
D. ID 58-2608861

istrict # 263
0550 Commerce Pkwy
IRAMAR, FL 33025-3913
54-431-3700

Bill To: 263-02030466

Miami Springs Community Center
201 Westward Dr
Accounts Payable
MIAMI SPRINGS, FL 33166-5259

Ship To: 263-01994859

Miami Springs Community Center
1401 Westward Dr
MIAMI SPRINGS FL 33166-5005

Requestors Name: Luna, Omar

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
MIAMI SPRINGS COMMUNITY CENTER-1401 WESTWARD DR-MONITORI	01-APR-22	31-MAR-23

VOICE NOTES:

This Invoice is your Annual billing for Services rendered as per your service agreement with SimplexGrinnell starting 04/01/2010 ; 03/31/2011. Your Agreement covers the following: Fire Alarm Monitoring Service. Please note your invoices are issued one month in advance before your renewal month of your agreement.

Po #
Acct # 001-5701-572.34-00

Total Contract Amount	-	\$1,253.43	Amount Of Current Invoice	-	\$1,253.43
			Sales Tax	-	\$0.00
			Total Amount Included	-	\$1,253.43
			Payment Received	-	\$0.00
Total Amount Due					\$1,253.43



REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK

TOTAL AMOUNT DUE
\$1,253.43

BILL TO: Miami Springs Community Cente
263-02030466

INVOICE NUMBER: 22800748

SHIP TO: Miami Springs Community Center
263-01994859

INVOICE DATE: 03-01-22

CUSTOMER P.O.:

REMIT TO: Johnson Controls Fire Protection LP
Dept. CH 10320
Palatine , IL 60055-0320

8000125343322800748

1922161



Send To LOCAL

Johnson Controls Fire Protection LP

D-U-N-S 09-4738007
FED. ID 58-2608861

District # 263
10550 Commerce Pkwy
MIRAMAR, FL 33025-3913
954-431-3700

Billing Questions, Contact =

INVOICE NO.
88387834

INVOICE DATE
12-22-21

PO NUMBER



SERVICE REQUEST #
50891748

SERVICE REQ. CREATED
10-05-21

NATIONAL ACCOUNT NUMBER

PAYMENT TERMS
Due upon receipt

Bill To: 263-01994859

Miami Springs Community Center
1401 Westward Dr
MIAMI SPRINGS, FL 33166-5005

Ship To: 263-01994859

Miami Springs Community Center
1401 Westward Dr
MIAMI SPRINGS FL 33166-5005

Service Requested By: Patricia Bradley

Requestors Phone Number: 305-805-5075

P^o 220026 001-5701-572.4600

Fixed Price Service Request

Scope of work for service performed on your Wet Sprinkler System is not covered by your service agreement

Description of work
Approved Quote
Fitter arrived onsite and conducted a five years inspection and obstruction test, conducting a five years backflow obstruction test, performed a FDC hydrostatic test, replace 3 gauges and install one FDC yard sign
Fixed price quote of \$ 3,760.00 (Pre Test)
Service is complete
Thank you for your business!

Labor	\$95.00
Material	\$65.00
Other	\$3,600.00
Invoice Amount	\$3,760.00
Taxes	\$0.00
Total Invoice Amount	\$3,760.00
Payment Received	\$0.00

Total Amount Due  **\$3,760.00**



REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK

TOTAL AMOUNT DUE
\$3,760.00

BILL TO: Miami Springs Community Center
263-01994859

INVOICE NUMBER: 88387834

SHIP TO: Miami Springs Community Center
263-01994859

INVOICE DATE: 12-22-21

CUSTOMER P.O.:

REMIT TO: Johnson Controls Fire Protection LP
Dept. CH 10320
Palatine IL 60055-0320

6000376000588387834



Send To LOCAL

Johnson Controls Fire Protection LP

D-U-N-S 09-4738007
FED. ID 58-2608861

District # 263
10550 Commerce Pkwy
MIRAMAR, FL 33025-3913
954-431-3700

Billing Questions, Contact =

INVOICE NO.
88265800

INVOICE DATE
11-05-21

PO NUMBER



SERVICE REQUEST #
50919894

SERVICE REQ. CREATED
10-14-21

NATIONAL ACCOUNT NUMBER

PAYMENT TERMS
Due upon receipt

Bill To: 263-01994859

Miami Springs Community Center
1401 Westward Dr
MIAMI SPRINGS, FL 33166-5005

Ship To: 263-25055796

Miami Spring Aquatic Center
1401 Westward Dr
MIAMI SPRINGS FL 33166-5005

Service Requested By:

Requestors Phone Number: 305-805-5078

PO# 210988
Acct # 001-5702-572.34-00
PO # 220338
Acct # 001-5702-572.46-00

1,340.00

303.00

Fixed Price Service Request

Scope of work for service performed on your Wet Sprinkler System is not covered by your service agreement

Description of work
Approved Quote
Fitter arrived on site and replaced the pivsy tamper device on the piv north east of the building. I have tested the device and it is functioning.
Fixed price quote of \$ 1,643.00 (pre-tax)
Service is complete
Thank you for your business!

Labor	\$1,368.00
Material	\$275.00
Other	\$0.00
Invoice Amount	\$1,643.00
Taxes	\$0.00
Total Invoice Amount	\$1,643.00
Payment Received	\$0.00

Total Amount Due

\$1,643.00



REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK

TOTAL AMOUNT DUE
\$1,643.00

BILL TO: Miami Springs Community Center
263-01994859

SHIP TO: Miami Spring Aquatic Center
263-25055796

INVOICE NUMBER: 88265800

INVOICE DATE: 11-05-21

CUSTOMER P.O.:

REMIT TO: Johnson Controls Fire Protection LP
Dept. CH 10320
Palatine IL 60055-0320

2000164300988265800



Send To LOCAL

D-U-N-S 09-4738007
FED. ID 58-2608861

District # 263
10550 Commerce Pkwy
MIRAMAR, FL 33025-3913
954-431-3700

Billing Questions, Contact =

INVOICE NO.
88165179

INVOICE DATE
09-30-21

Johnson Controls Fire Protection LP
PO NUMBER

SERVICE REQUEST #
50736030

SERVICE REQ. CREATED
09-21-21

NATIONAL ACCOUNT NUMBER

PAYMENT TERMS
Due upon receipt



Bill To: 263-01994859

Miami Springs Community Center
1401 Westward Dr
MIAMI SPRINGS, FL 33166-5005

Ship To: 263-25055796

Miami Spring Aquatic Center
1401 Westward Dr
MIAMI SPRINGS FL 33166-5005

Service Requested By:

Requestors Phone Number: 305-805-5078

PO # 220157

Acct # 001-5702-572.46-00

Description of work
Upon arrival met with the supervisor to gain access to the facp and piv/backflow. I then began to test the osy on the backflow and found that the tagged osy no longer is working it is corroded and needs to be replaced. The PIV osy is also in the same condition as the back flow and should be replaced.

Labor	\$804.00
Material	
Other	\$0.00
Invoice Amount	\$804.00
Taxes	\$0.00
Total Invoice Amount	\$804.00
Payment Received	\$0.00

Total Amount Due  **\$804.00**



Send To LOCAL

Johnson Controls Fire Protection LP

D-U-N-S 09-4738007
FED. ID 58-2608861

District # 263
10550 Commerce Pkwy
MIRAMAR, FL 33025-3913
954-431-3700

Billing Questions, Contact =

INVOICE NO.
88149540

INVOICE DATE
09-27-21

PO NUMBER



SERVICE REQUEST #
50736056

SERVICE REQ. CREATED
09-21-21

NATIONAL ACCOUNT NUMBER

PAYMENT TERMS
Due upon receipt

Bill To: 263-01994859

Miami Springs Community Center
1401 Westward Dr
MIAMI SPRINGS, FL 33166-5005

Ship To: 263-25055796

Miami Spring Aquatic Center
1401 Westward Dr
MIAMI SPRINGS FL 33166-5005

Service Requested By:

Requestors Phone Number: 305-805-5078

PO # 220157

Acct # 001-5702-572.46-00

Scope of work for service performed on your Wet Sprinkler System is not covered by your service agreement

Description of work
Approved Quote
Fitter arrived on site and perform 5 year pipe inspection(s) on (1) system. Also made replacement of all gauges. System is normal upon departure.
Fixed price quote of \$900 (PRE-TAX)
Service is complete
Thank you for your business!

Labor	\$0.00
Material	\$0.00
Other	\$900.00
Invoice Amount	\$900.00
Taxes	\$0.00
Total Invoice Amount	\$900.00
Payment Received	\$0.00

Total Amount Due  **\$900.00**



**PMA Booking
Checklist**

Required Document	If attached, mark with an "X"
ProGen Proposal	X
SLA Overview Sheet	X
Communications Guide	X
Customers' Customer Sheet	X

Rep Name	Ozzie Gonzalez
District #	263
Customer Name	Miami Springs Community Center





Sales Instructions:

- 1) Use this document as the PMA Booking COVER SHEET
- 2) Scan and email all checklist documents into Casewise



Your service level agreement overview

REQUIRED FOR BOOKING. This document services as a cover sheet to the ProGen proposal to provide an overview of the customer's PMA terms. The customer should receive a copy for their records.

 <p>COMPREHENSIVE Premium priority response and customer service with both system parts and labor cover included.</p>	 <p>PRECISION Increased service levels through dedicated account management, custom training, and system labor coverage.</p>	 <p>ADVANCED Enhanced service levels through dedicated account management, custom training, and system labor coverage.</p>	 <p>BASIC Low price service level with limited labor and system coverage.</p>
<ul style="list-style-type: none"> • Test & Inspect Code Compliance • Maintenance • System Labor Coverage • System Parts Coverage • Electronic Reporting (where available) • Custom Operator Training • Monitoring Option • Remote Diagnostics Option • Priority Response 	<ul style="list-style-type: none"> • Test & Inspect Code Compliance • Maintenance • System Labor Coverage • Panel Parts Coverage • 15% Peripherals discount • Electronic Reporting (where available) • Custom Operator Training • Monitoring Option • Remote Diagnostics Option 	<ul style="list-style-type: none"> • Test & Inspect Code Compliance • 20% system labor discount • 10% Parts discount • Basic Reporting • Basic Operator Training • Smoke Cleaning • Sensitivity Testing • Monitoring Option 	<ul style="list-style-type: none"> • Test & Inspect Code Compliance • 10% system labor discount • Basic Reporting • Monitoring Option

YOUR CUSTOMER REFERENCE NUMBER

1922161

CUSTOMER NAME

Miami Springs Community Center

BILLING TYPE

Annual in Advance

EFFECTIVE DATES

10/01/2017

TO

09/30/2022

TOTAL ANNUAL PRICE

- Monthly Quarterly
 Semi-Annual Annual

1180.00

// Your Covered Services

PRODUCT FAMILY COVERAGE	PACKAGE SELECTED	INSPECTION FREQUENCY
Sprinkler - Backflow	Basic	Annual
Sprinkler - Wet Systems	Basic	Annual
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

// Service Notes

Silver Services selected

Standard terms, conditions and exclusions apply.



Communications Guide

// Tyco SimplexGrinnell Support Resources

Sales	800-746-7539 option 2	Inspections	800-746-7539 option 2
Monitoring/Alarms	800-746-7539 option 2	Maintenance	800-746-7539 option 2
Billing	800-746-7539 option 2		

// Customer Contact Information

PRIMARY CONTRACT CONTACT
Name Caitlin Smith Title Aquatic Supervisor Address Line 1 1401 Westward Drive Address Line 2 Email smithc@miamisprings-fl.gov Phone Number 1 305-805-5078 Phone Number 2

Inspection Contact	Name Caitlin Smith Title Aquatic Supervisor Address Line 1 1401 Westward Drive	Email smithc@miamisprings-fl.gov Phone Number 1 305-805-5078
Service Contact	Name Caitlin Smith Title Aquatic Supervisor Address Line 1 1401 Westward Drive	Email smithc@miamisprings-fl.gov Phone Number 1 305-805-5078
Accounts Payable Contact	Name Caitlin Smith Title Aquatic Supervisor Address Line 1 1401 Westward Drive	Email smithc@miamisprings-fl.gov Phone Number 1 305-805-5078
SG Portal Contact	Name Caitlin Smith Title Aquatic Supervisor Address Line 1 1401 Westward Drive	Email smithc@miamisprings-fl.gov Phone Number 1 305-805-5078

REQUIRED FOR BOOKING. This document provides the customer with SG contact information, as well as retains the key customer contacts for PMA services. The customer should receive a copy for their records.



Customers' Customers Matrix

Main Contact		End User		Management		Decision Maker	
Name: Carla Smith	Name: Carla Smith	Name: Carla Smith	Name: Carla Smith	Name: Carla Smith	Name: Carla Smith	Name: Carla Smith	Name: Carla Smith
Phone: 305-805-5075	Phone: 305-805-5075	Phone: 305-805-5075	Phone: 305-805-5075	Phone: 305-805-5075	Phone: 305-805-5075	Phone: 305-805-5075	Phone: 305-805-5075
Email: smithc@tyco.com	Email: smithc@tyco.com	Email: smithc@tyco.com	Email: smithc@tyco.com	Email: smithc@tyco.com	Email: smithc@tyco.com	Email: smithc@tyco.com	Email: smithc@tyco.com
Hours: 9-5	Hours: 9-5	Hours: 9-5	Hours: 9-5	Hours: 9-5	Hours: 9-5	Hours: 9-5	Hours: 9-5
Role: Aquatic Supervisor	Role: Aquatic Supervisor	Role: Aquatic Supervisor	Role: Aquatic Supervisor	Role: Aquatic Supervisor	Role: Aquatic Supervisor	Role: Aquatic Supervisor	Role: Aquatic Supervisor
Information Needs		Information Needs		Information Needs		Information Needs	
Finance		Maintenance		3 rd Parties (e.g. Insurer, Other Vendors)		Other	
Name: Carla Smith	Name: Carla Smith	Name: Carla Smith	Name: Carla Smith	Name:	Name:	Name:	Name:
Phone: 305-805-5075	Phone: 305-805-5075	Phone: 305-805-5075	Phone: 305-805-5075	Phone:	Phone:	Phone:	Phone:
Email: smithc@tyco.com	Email: smithc@tyco.com	Email: smithc@tyco.com	Email: smithc@tyco.com	Email:	Email:	Email:	Email:
Hours: 9-5	Hours: 9-5	Hours: 9-5	Hours: 9-5	Hours:	Hours:	Hours:	Hours:
Role: Aquatic Supervisor	Role: Aquatic Supervisor	Role:	Role:	Role:	Role:	Role:	Role:
Information Needs		Information Needs		Information Needs		Information Needs	

REQUIRED FOR BOOKING. This document provides additional customer contact information including PMA influencers and decision makers. The customer should receive a copy for their records.

Next-In-ProtectionSM
Protecting you and your business

This represents the next generation of Tyco SimplexGrinnell's service offerings. We are invested and committed to becoming more customer focused and constantly improving our products and services.

SimplexGrinnell PMA Order Entry Form

Sales Rep #- Name	050051, OSVALDO OZZIE GONZALEZ		SOS or Lead Sale	Lead Provided By	Contract #	
ProGen Quote #	580025				Parent #	
Conversion Project			Conversion Type		Date Entered:	
Project Number					Entered By:	
Existing Customer					Order#	
Service Location	Miami Spring Aquatic Center				Legacy AR #	25055796
Address Line 1	1401 WESTWARD DRIVE				Customer #	2349422
Address Line 2					Party #	16509788
City, State, Zip	MIAMI SPRINGS	FL	33166-5005		Tax Exempt #	
Bill to Customer	Miami Springs Community Center				Legacy AR #	01994859
Address Line 1	1401 Westward Dr				Customer #	1922161
Address Line 2					Party #	11800643
City, State, Zip	MIAMI SPRINGS	FL	33166-5005		Tax Exempt #	
Contacts	Name	Title	Email Address	Tel/Fax/Cell		
Contract Signor	Caitlin Smith	Aquatic Supervisor	smithc@miamisprings-fl.gov	305-805-5078		
Inspections						
Service						
Accounts Payable						
Renewal Type	Evergreen			Purchase Order #		
Spcl. Action Reason				Billing Frequency:	Annual	
Effective Dates	Agreement Start Date	Agreement End Date		Summary Print:		
Number of Years	01-AUG-2017	31-JUL-2022		Consolidated Billing	No	
	5 Years			Annual Contract Value:	1180	
				Total Contract Value:	5900	
	Type of System		Type of Contract	Quota Credit	Annual Breakdown	Total Value
System 1	SYSTEM-SP-WET SPRINKLER;SP-SILVER SERVICE		New	100	495	2475
System 2	SYSTEM-SP-BACKFLOW;SP-SILVER SERVICE		New	100	685	3425
*Note each system can have different coverage and inspection months.						
	System Coverage	Batteries	# of Inspectors	Pct Inspected	Inspection Frequency	Estimated Hrs
System 1	SP-SILVER SERVICE		1	100	Annual	2
System 2	SP-SILVER SERVICE		1	100	Annual	5
Additional Notes:	<p>Special Provision: NOTE: WATER DAMAGE, WIRING, GROUND FAULTS, ACTS OF GOD, AND VANDALISM ARE NOT INCLUDED INTO THIS AGREEMENT.</p> <p>THIS ORDER IS FOR NEW AQUATIC CENTER SPRINKLER AND BACK FLOW SYSTEMS.</p> <p>NOTE: CUSTOMER MUST HAVE THEIR FIRE ALARM CONTRACTOR ON SITE DURING SIMPLEXGRINNELL S TESTING AND INSPECTION SERVICE AND/OR ANYTIME WORK IS BEING PERFORMED ON SPRINKLER SYSTEM, WHICH REQUIRES PLACING FIRE ALARM CONTROL PANEL ON TEST MODE. CUSTOMER IS RESPONSIBLE FOR SAID COORDINATION AND IS FINANCIALLY RESPONSIBLE FOR THEIR FIRE ALARM CONTRACTOR S SERVICES.</p> <p>Sprinkler System Deficiency Findings are not included in this Agreement. A Special Labor Rate of \$95.00 per hour will be honored, with a 3 hour minimum, should any repairs be warranted to bring Sprinkler System up to code and optimal performance. A truck charge of \$120.00 is applicable, however, may be waived upon acceptance of this Service Agreement.</p> <p>Note: Applicable Tests & Inspections are generally performed within (4) four to (6) six weeks after the approval of the service agreement. Thus, your prompt approval and reply is greatly appreciated for sufficient processing time, scheduling and delivery of the mentioned Test & Inspections Services. Weekend/ afterhours Test & Inspections</p>					

are not included and would be subject to overtime charges, if required.

Equipment in Good Working Order:

Customer understands that the list of equipment herein reflects the information available from the existing records; there may have been additions or deletions over time. Customer acknowledges that all of the equipment that has been installed on the local premises predecessors is, to the best knowledge of the Customer in good working order and properly installed. Any work done on the local premises in order to put the system in proper working order will be done at an additional cost to the customer.

Electronic Media:

Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Tyco/SimplexGrinnell may rely upon Customer's consent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

Ceiling Tiles, Painting:

Ceiling Tiles, Painting, Patching. Tyco/SimplexGrinnell is not responsible for damaged ceiling tiles, painting or patching.

Escalation Clause (Initial Term):

Annual Service Charge Initial Term. Tyco/SimplexGrinnell agrees to honor the Annual Service Charge for Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners (CPI-W), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.

Property Manager:

Property Manager Authorization from Owner/Tenant. Work or Purchase Orders (Orders) will be initiated by Property Manager's on-site representative in the name of the Owner(s) or Tenant(s) and may be executed by Property Manager, Property Manager's on-site representative, or the Owner/Tenant. Property Manager will not be named in any capacity other than as property manager. Property Manager represents and warrants to Tyco/SimplexGrinnell that Property Manager and Property Manager's on-site representative have the express agency authority to bind the Owner/Tenant to the provisions of the terms and conditions of this Agreement and to the provisions of any Orders which Property Manager or Property Manager's on-site representative may sign. In addition, at Tyco/SimplexGrinnell's request, Property Manager will obtain the Owner's/Tenant's signature on, and will deliver to Tyco/SimplexGrinnell, a power of attorney or other evidence of its authority to bind Owner/Tenant in a form acceptable to Tyco/SimplexGrinnell.

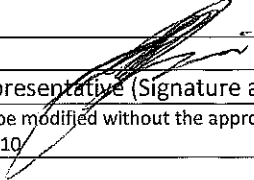
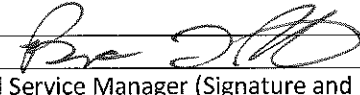
Scope of Work:

Scope of Work. Tyco/SimplexGrinnell will endeavor to furnish the Services and to install or cause to be installed the Equipment or System(s) specified in this Agreement, if applicable. Customer understands that there may be situations where, due to local requirements, Tyco/SimplexGrinnell will not be permitted to contract with Customer for certain specialized services such as lock-smith services. In such cases, Tyco/SimplexGrinnell will use reasonable commercial efforts to identify properly licensed subcontractors to perform the work on Customer's behalf. Failing to identify such subcontractors will not constitute breach of the Agreement on the part of Tyco/SimplexGrinnell and Customer's exclusive remedy will be to obtain a refund for any such work not performed.

AHJ Approval:

AHJ Approval. For fire alarm systems required by law, the System shown in this Agreement may be subject to approval by the local Authority Having Jurisdiction (AHJ). Any changes required by the AHJ may result in additional charges to the Customer.

By signing below, I certify that the information set forth on the Service Agreement Contract Entry Form is true and correct to the best of my knowledge. I acknowledge and agree that any compensation paid will be paid in accordance with

PMA Sales Representative (Signature and Date)  7/27/17	Total Service Manager (Signature and Date)  7/27/17
This form cannot be modified without the approval of SimplexGrinnell's Legal Department and shall supersede all other contract order entry forms. REV 11/2010	

Customer:
Miami Springs Community Center
Date: 09-AUG-17
Proposal #:580025
Term:01-AUG-17 to 31-JUL-22

Billing Customer:
Miami Springs Community Center
1401 Westward Dr
MIAMI SPRINGS, FL 33166-5005

Service Location:
Miami Spring Aquatic Center
1401 WESTWARD DRIVE
MIAMI SPRINGS, FL 33166-5005

SimplexGrinnell
Sales Representative:
Ozzie Gonzalez
10550 Commerce Parkway
MIRAMAR, FL 33025-3913
OGonzalez@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Annual	
Fire Department Connection	1	Annual	
Post Indicator Valve	1	Annual	
Sprinkler Test & Inspect Total:			\$495.00
Sprinkler Test & Inspect			
BACKFLOW SYSTEM			
Backflow Preventer-Fire	2	Annual	
Backflow Preventer-Domestic	2	Annual	
Forward Flow Only of Backflow for Fire [per NFPA 25-2011]	2	Annual	
Sprinkler Test & Inspect Total:			\$685.00
Total Recurring Annual Investment:			\$1,180.00

SUMMARY OF SERVICES**Sprinkler Test & Inspect - BACKFLOW SYSTEM****TEST AND INSPECTION:**

Our trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

In addition to the forward flow test required, For employees that are certified in backflow preventers, a back flow test meeting the requirements of the local water purveyor is to be performed annually

Annually a flow test is required at system demand [or at the max flow rate possible] to insure backflow preventer opens fully.

Sprinkler Test & Inspect - WET SPRINKLER SYSTEM**TEST AND INSPECTION:**

Our trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual Wet pipe sprinkler test & inspect includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and flow switches, and local alarms and signals; opening main drain to record static and residual pressures; inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

Inspecting the Fire Department Connection is required quarterly. Items checked for includes condition, operation, leakage, blockage, accessibility, and damage.

Valves to be closed and reopened annually. Check target for proper indication. After this is done a main drain test is run to insure it is fully open.

SPECIAL PROVISIONS

NOTE: WATER DAMAGE, WIRING, GROUND FAULTS, ACTS OF GOD, AND VANDALISM ARE NOT INCLUDED INTO THIS AGREEMENT.

NOTE: CUSTOMER MUST HAVE THEIR FIRE ALARM CONTRACTOR ON SITE DURING SIMPLEXGRINNELL'S TESTING AND INSPECTION SERVICE AND/OR ANYTIME WORK IS BEING PERFORMED ON SPRINKLER SYSTEM, WHICH REQUIRES PLACING FIRE ALARM CONTROL PANEL ON TEST MODE. CUSTOMER IS RESPONSIBLE FOR SAID COORDINATION AND IS FINANCIALLY RESPONSIBLE FOR THEIR FIRE ALARM CONTRACTOR'S SERVICES.

Sprinkler System Deficiency Findings are not included in this Agreement. A Special Labor Rate of \$95.00 per hour will be honored, with a 3 hour minimum, should any repairs be warranted to bring Sprinkler System up to code and optimal performance. A truck charge of \$120.00 is applicable, however, may be waived upon acceptance of this Service Agreement.

Note: Applicable Tests & Inspections are generally performed within (4) four to (6) six weeks after the approval of the service agreement. Thus, your prompt approval and reply is greatly appreciated for sufficient processing time, scheduling and delivery of the mentioned Test & Inspections Services. Weekend/ afterhours Test & Inspections are not included and would be subject to overtime charges, if required.

Equipment in Good Working Order:

Customer understands that the list of equipment herein reflects the information available from the existing records; there may have been additions or deletions over time. Customer acknowledges that all of the equipment that has been installed on the local premises predecessors is, to the best knowledge of the Customer in good working order and properly installed. Any work done on the local premises in order to put the system in proper working order will be done at an additional cost to the customer.

Electronic Media:

Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Tyco/SimplexGrinnell may rely upon Customer's consent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

Ceiling Tiles, Painting:

Ceiling Tiles, Painting, Patching. Tyco/SimplexGrinnell is not responsible for damaged ceiling tiles, painting or patching.

Escalation Clause (Initial Term):

Annual Service Charge – Initial Term. Tyco/SimplexGrinnell agrees to honor the Annual Service Charge for Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.

Property Manager:

Property Manager Authorization from Owner/Tenant. Work or Purchase Orders ("Orders") will be initiated by Property Manager's on-site representative in the name of the Owner(s) or Tenant(s) and may be executed by Property Manager, Property Manager's on-site representative, or the Owner/Tenant. Property Manager will not be named in any capacity other than as property manager. Property Manager represents and warrants to Tyco/SimplexGrinnell that Property Manager and Property Manager's on-site representative have the express

agency authority to bind the Owner/Tenant to the provisions of the terms and conditions of this Agreement and to the provisions of any Orders which Property Manager or Property Manager's on-site representative may sign. In addition, at Tyco/SimplexGrinnell's request, Property Manager will obtain the Owner's/Tenant's signature on, and will deliver to Tyco/SimplexGrinnell, a power of attorney or other evidence of its authority to bind Owner/Tenant in a form acceptable to Tyco/SimplexGrinnell.

Scope of Work:

Scope of Work. Tyco/SimplexGrinnell will endeavor to furnish the Services and to install or cause to be installed the Equipment or System(s) specified in this Agreement, if applicable. Customer understands that there may be situations where, due to local requirements, Tyco/SimplexGrinnell will not be permitted to contract with Customer for certain specialized services such as lock-smith services. In such cases, Tyco/SimplexGrinnell will use reasonable commercial efforts to identify properly licensed subcontractors to perform the work on Customer's behalf. Failing to identify such subcontractors will not constitute breach of the Agreement on the part of Tyco/SimplexGrinnell and Customer's exclusive remedy will be to obtain a refund for any such work not performed.

AHJ Approval:

AHJ Approval. For fire alarm systems required by law, the System shown in this Agreement may be subject to approval by the local Authority Having Jurisdiction (AHJ). Any changes required by the AHJ may result in additional charges to the Customer.

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by SimplexGrinnell LP ("Company") to **Miami Springs Community Center** and is effective **01-AUG-17 to 31-JUL-22** (the "Initial Term").

PAYMENT TERM: *Annual In Advance*

PAYMENT AMOUNT: **\$1,180.00** - Proposal # : 580025

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Miami Springs Community Center

SimplexGrinnell

Signature: *Cait Smith*

Ozzie Gonzalez

Print Name: *Caitlin Smith*

Phone #: 786-360-9465

Title: *Aquatic Supervisor*

Fax #: 954-435-6650

Phone#: *(305) 805-5078*

License #: EF13005255
(If Applicable)

Fax #: _____

Authorized
Signature:

Email: *Smithc@miamisprings-fl.gov*

Print Name: *O. GONZALEZ*

PO#: _____

Title: *PSR*

Date: *08/09/17*

Date: *8.9.17*

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term, each and together a "Term" of this Agreement, unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.

2. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth in this Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on site at Customer's premises shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§

441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m.), Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work.

Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such services apply only to the components or equipment of the

Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. (i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Remote Service. If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to

contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

17. Monitoring Services. If Customer has selected Monitoring services, the following shall apply to such services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences there from, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third party service, equipment or facility be required to perform the Monitoring services set forth in this

Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for

which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.**

19. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

20. Outside Charges. Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

21. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

22. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, if being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

23. Force Majeure, Exclusions. Company shall not be responsible for delays, interruption or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; cleaning of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

24. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

25. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion

upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall include 1) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, 2) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 3) abuse of the System or the Equipment, 4) failure by Customer to observe, keep or perform any term of this Agreement; 5) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, Agreement, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

29. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

30. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

31. Headings. The headings in this Agreement are for convenience only.

32. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

33. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

34. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.



**PMA Booking
Checklist**

Required Document	If attached, mark with an "X"
ProGen Proposal	X
SLA Overview Sheet	X
Communications Guide	X
Customers' Customer Sheet	X

Rep Name	Ozzie Gonzalez
District #	263
Customer Name	Miami Springs Community Center





Sales Instructions:

- 1) Use this document as the PMA Booking COVER SHEET
- 2) Scan and email all checklist documents into Casewise



Your service level agreement overview

REQUIRED FOR BOOKING. This document services as a cover sheet to the ProGen proposal to provide an overview of the customer's PMA terms. The customer should receive a copy for their records.

 <p>COMPREHENSIVE</p> <p><small>Premium labor coverage and customer service with both system parts and labor coverage included.</small></p>	 <p>PRECISION</p> <p><small>Increased service levels through dedicated account management, custom training and system labor coverage.</small></p>	 <p>ADVANCED</p> <p><small>Enhanced labor coverage, priority response and training for the most demanding environments.</small></p>	 <p>BASIC</p> <p><small>Cost effective compliance for most standard environments.</small></p>
<ul style="list-style-type: none"> • Test & Inspect Code Compliance • Maintenance • System Labor Coverage • System Parts Coverage • Electronic Reporting (where available) • Custom Operator Training • Monitoring Option • Remote Diagnostics Option • Priority Response 	<ul style="list-style-type: none"> • Test & Inspect Code Compliance • Maintenance • System Labor Coverage • Panel Parts Coverage • 15% Peripherals discount • Electronic Reporting (where available) • Custom Operator Training • Monitoring Option • Remote Diagnostics Option 	<ul style="list-style-type: none"> • Test & Inspect Code Compliance • 20% system labor discount • 10% Parts discount • Basic Reporting • Basic Operator Training • Smoke Cleaning • Sensitivity Testing • Monitoring Option 	<ul style="list-style-type: none"> • Test & Inspect Code Compliance • 10% system labor discount • Basic Reporting • Monitoring Option

YOUR CUSTOMER REFERENCE NUMBER

1922161

CUSTOMER NAME

Miami Springs Community Center

BILLING TYPE

Annual in Advance

EFFECTIVE DATES

10/01/2017

TO

09/30/2022

TOTAL ANNUAL PRICE

- Monthly
 Quarterly
 Semi-Annual
 Annual

1180.00

// Your Covered Services

PRODUCT FAMILY COVERAGE	PACKAGE SELECTED	INSPECTION FREQUENCY
Sprinkler - Backflow	Basic	Annual
Sprinkler - Wet Systems	Basic	Annual
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

// Service Notes

Silver Services selected

Standard terms, conditions and exclusions apply.



Communications Guide

// Tyco SimplexGrinnell Support Resources

Sales	800-746-7539 option 2	Inspections	800-746-7539 option 2
Monitoring/Alarms	800-746-7539 option 2	Maintenance	800-746-7539 option 2
Billing	800-746-7539 option 2		

// Customer Contact Information

PRIMARY CONTRACT CONTACT
Name Caitlin Smith Title Aquatic Supervisor Address Line 1 1401 Westward Drive Address Line 2 Email smithc@miamisprings-fl.gov Phone Number 1 305-805-5078 Phone Number 2

Inspection Contact	Name Caitlin Smith Title Aquatic Supervisor Address Line 1 1401 Westward Drive	Email smithc@miamisprings-fl.gov Phone Number 1 305-805-5078
Service Contact	Name Caitlin Smith Title Aquatic Supervisor Address Line 1 1401 Westward Drive	Email smithc@miamisprings-fl.gov Phone Number 1 305-805-5078
Accounts Payable Contact	Name Caitlin Smith Title Aquatic Supervisor Address Line 1 1401 Westward Drive	Email smithc@miamisprings-fl.gov Phone Number 1 305-805-5078
SG Portal Contact	Name Caitlin Smith Title Aquatic Supervisor Address Line 1 1401 Westward Drive	Email smithc@miamisprings-fl.gov Phone Number 1 305-805-5078

REQUIRED FOR BOOKING. This document provides the customer with SG contact information, as well as retains the key customer contacts for PMA services. The customer should receive a copy for their records.



Customers' Customers Matrix

Main Contact		End-User		Management		Decision Maker	
Name	Caitlin Smith	Name	Caitlin Smith	Name	Caitlin Smith	Name	Caitlin Smith
Phone	305-805-5078	Phone	305-805-5078	Phone	305-805-5078	Phone	305-805-5078
Email	smithc@miamispri	Email	smithc@miamispri	Email	smithc@miamispri	Email	smithc@miamispri
Hours	m-f 9-5	Hours	m-f 9-5	Hours	m-f 9-5	Hours	m-f 9-5
Role	Aquatic Supervisor	Role	Aquatic Supervisor	Role	Aquatic Supervisor	Role	Aquatic Supervisor
Information Needs		Information Needs		Information Needs		Information Needs	
Finance		Maintenance		3 rd Parties (e.g. Insurer, Other Vendors)		Other	
Name	Caitlin Smith	Name	Caitlin Smith	Name		Name	
Phone	305-805-5078	Phone	305-805-5078	Phone		Phone	
Email	smithc@miamispri	Email	smithc@miamispri	Email		Email	
Hours	m-f 9-5	Hours	m-f 9-5	Hours		Hours	
Role	Aquatic Supervisor	Role	Aquatic Supervisor	Role		Role	
Information Needs		Information Needs		Information Needs		Information Needs	

REQUIRED FOR BOOKING. This document provides additional customer contact information including PMA influencers and decision makers. The customer should receive a copy for their records.

Next-In-ProtectionSM
Protecting you and your business

This represents the next generation of Tyco SimplexGrinnell's service offerings. We are invested and committed to becoming more customer focused and constantly improving our products and services.

SimplexGrinnell PMA Order Entry Form

Sales Rep #- Name	050051, OSVALDO OZZIE GONZALEZ		SOS or Lead Sale	Lead Provided By	Contract #		
ProGen Quote #	580025				Parent #		
Conversion Project			Conversion Type		Date Entered:		
Project Number					Entered By:		
Existing Customer					Order#		
Service Location	Miami Springs Community Center					Legacy AR #	01994859
Address Line 1	1401 Westward Dr					Customer #	1922161
Address Line 2						Party #	11800643
City, State, Zip	MIAMI SPRINGS	FL	33166-5005		Tax Exempt #		
Bill to Customer	Miami Springs Community Center					Legacy AR #	01994859
Address Line 1	1401 Westward Dr					Customer #	1922161
Address Line 2						Party #	11800643
City, State, Zip	MIAMI SPRINGS	FL	33166-5005		Tax Exempt #		
Contacts	Name	Title	Email Address	Tel/Fax/Cell			
Contract Signor	Caitlin Smith	Aquatic Supervisor	smithc@miamisprings-fl.gov	305-805-5078			
Inspections							
Service							
Accounts Payable							
Renewal Type	Evergreen				Purchase Order #		
Spcl. Action Reason					Billing Frequency:	Annual	
	Agreement Start Date	Agreement End Date		Summary Print:			
Effective Dates	01-OCT-2017	30-SEP-2022		Consolidated Billing			
Number of Years	5 Years				Annual Contract Value:		
					Total Contract Value:		
	Type of System		Type of Contract	Quota Credit	Annual Breakdown	Total Value	
System 1	SYSTEM-SP-WET SPRINKLER;SP-SILVER SERVICE		New	100	495	2475	
System 2	SYSTEM-SP-BACKFLOW;SP-SILVER SERVICE		New	100	685	3425	
* Note each system can have different coverage and inspection months.							
	System Coverage	Batteries	# of Inspectors	Pct Inspected	Inspection Frequency	Estimated Hrs	
System 1	SP-SILVER SERVICE		1	100	Annual	2	
System 2	SP-SILVER SERVICE		1	100	Annual	5	
Additional Notes:	<p>Special Provision: NOTE: WATER DAMAGE, WIRING, GROUND FAULTS, ACTS OF GOD, AND VANDALISM ARE NOT INCLUDED INTO THIS AGREEMENT.</p> <p>NOTE: CUSTOMER MUST HAVE THEIR FIRE ALARM CONTRACTOR ON SITE DURING SIMPLEXGRINNELL S TESTING AND INSPECTION SERVICE AND/OR ANYTIME WORK IS BEING PERFORMED ON SPRINKLER SYSTEM, WHICH REQUIRES PLACING FIRE ALARM CONTROL PANEL ON TEST MODE. CUSTOMER IS RESPONSIBLE FOR SAID COORDINATION AND IS FINANCIALLY RESPONSIBLE FOR THEIR FIRE ALARM CONTRACTOR S SERVICES.</p> <p>Sprinkler System Deficiency Findings are not included in this Agreement. A Special Labor Rate of \$95.00 per hour will be honored, with a 3 hour minimum, should any repairs be warranted to bring Sprinkler System up to code and optimal performance. A truck charge of \$120.00 is applicable, however, may be waived upon acceptance of this Service Agreement.</p> <p>Note: Applicable Tests & Inspections are generally performed within (4) four to (6) six weeks after the approval of the service agreement. Thus, your prompt approval and reply is greatly appreciated for sufficient processing time, scheduling and delivery of the mentioned Test & Inspections Services. Weekend/ afterhours Test & Inspections are not included and would be subject to overtime charges, if required.</p>						

Equipment in Good Working Order:

Customer understands that the list of equipment herein reflects the information available from the existing records; there may have been additions or deletions over time. Customer acknowledges that all of the equipment that has been installed on the local premises predecessors is, to the best knowledge of the Customer in good working order and properly installed. Any work done on the local premises in order to put the system in proper working order will be done at an additional cost to the customer.

Electronic Media:

Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Tyco/SimplexGrinnell may rely upon Customer's consent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

Ceiling Tiles, Painting:

Ceiling Tiles, Painting, Patching. Tyco/SimplexGrinnell is not responsible for damaged ceiling tiles, painting or patching.

Escalation Clause (Initial Term):

Annual Service Charge Initial Term. Tyco/SimplexGrinnell agrees to honor the Annual Service Charge for Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners (CPI-W), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.

Property Manager:

Property Manager Authorization from Owner/Tenant. Work or Purchase Orders (Orders) will be initiated by Property Manager's on-site representative in the name of the Owner(s) or Tenant(s) and may be executed by Property Manager, Property Manager's on-site representative, or the Owner/Tenant. Property Manager will not be named in any capacity other than as property manager. Property Manager represents and warrants to Tyco/SimplexGrinnell that Property Manager and Property Manager's on-site representative have the express agency authority to bind the Owner/Tenant to the provisions of the terms and conditions of this Agreement and to the provisions of any Orders which Property Manager or Property Manager's on-site representative may sign. In addition, at Tyco/SimplexGrinnell's request, Property Manager will obtain the Owner's/Tenant's signature on, and will deliver to Tyco/SimplexGrinnell, a power of attorney or other evidence of its authority to bind Owner/Tenant in a form acceptable to Tyco/SimplexGrinnell.

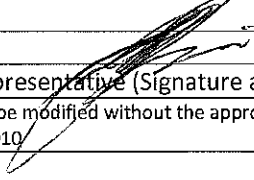
Scope of Work:

Scope of Work. Tyco/SimplexGrinnell will endeavor to furnish the Services and to install or cause to be installed the Equipment or System(s) specified in this Agreement, if applicable. Customer understands that there may be situations where, due to local requirements, Tyco/SimplexGrinnell will not be permitted to contract with Customer for certain specialized services such as lock-smith services. In such cases, Tyco/SimplexGrinnell will use reasonable commercial efforts to identify properly licensed subcontractors to perform the work on Customer's behalf. Failing to identify such subcontractors will not constitute breach of the Agreement on the part of Tyco/SimplexGrinnell and Customer's exclusive remedy will be to obtain a refund for any such work not performed.

AHJ Approval:

AHJ Approval. For fire alarm systems required by law, the System shown in this Agreement may be subject to approval by the local Authority Having Jurisdiction (AHJ). Any changes required by the AHJ may result in additional charges to the Customer.

By signing below, I certify that the information set forth on the Service Agreement Contract Entry Form is true and correct to the best of my knowledge. I acknowledge and agree that any compensation paid will be paid in accordance with SimplexGrinnell's applicable compensation plan.

 PMA Sales Representative (Signature and Date)	7/27/17 Total Service Manager (Signature and Date)
This form cannot be modified without the approval of SimplexGrinnell's Legal Department and shall supersede all other contract order entry forms. REV 11/2010	



Service Solution

Customer:
Miami Springs Community Center
Date: 24-JUL-17
Proposal #:580025
Term:01-OCT-17 to 30-SEP-22

Billing Customer:
 Miami Springs Community Center
 1401 Westward Dr
 MIAMI SPRINGS, FL 33166-5005

Service Location:
 Miami Springs Community Center
 1401 Westward Dr
 MIAMI SPRINGS, FL 33166-5005

SimplexGrinnell
Sales Representative:
 Ozzie Gonzalez
 10550 Commerce Parkway
 MIRAMAR, FL 33025-3913
 OGonzalez@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Annual	
Fire Department Connection	1	Annual	
Post Indicator Valve	1	Annual	
Sprinkler Test & Inspect Total:			\$495.00
Sprinkler Test & Inspect			
BACKFLOW SYSTEM			
Backflow Preventer-Fire	2	Annual	
Backflow Preventer-Domestic	2	Annual	
Forward Flow Only of Backflow for Fire [per NFPA 25-2011]	2	Annual	
Sprinkler Test & Inspect Total:			\$685.00
Total Recurring Annual Investment:			\$1,180.00

SUMMARY OF SERVICES**Sprinkler Test & Inspect - BACKFLOW SYSTEM****TEST AND INSPECTION:**

Our trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

In addition to the forward flow test required, For employees that are certified in backflow preventers, a back flow test meeting the requirements of the local water purveyor is to be performed annually

Annually a flow test is required at system demand [or at the max flow rate possible] to insure backflow preventer opens fully.

Sprinkler Test & Inspect - WET SPRINKLER SYSTEM**TEST AND INSPECTION:**

Our trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual Wet pipe sprinkler test & inspect includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and flow switches, and local alarms and signals; opening main drain to record static and residual pressures; inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

Inspecting the Fire Department Connection is required quarterly. Items checked for includes condition, operation, leakage, blockage, accessibility, and damage.

Valves to be closed and reopened annually. Check target for proper indication. After this is done a main drain test is run to insure it is fully open.

SPECIAL PROVISIONS

NOTE: WATER DAMAGE, WIRING, GROUND FAULTS, ACTS OF GOD, AND VANDALISM ARE NOT INCLUDED INTO THIS AGREEMENT.

NOTE: CUSTOMER MUST HAVE THEIR FIRE ALARM CONTRACTOR ON SITE DURING SIMPLEXGRINNELL'S TESTING AND INSPECTION SERVICE AND/OR ANYTIME WORK IS BEING PERFORMED ON SPRINKLER SYSTEM, WHICH REQUIRES PLACING FIRE ALARM CONTROL PANEL ON TEST MODE. CUSTOMER IS RESPONSIBLE FOR SAID COORDINATION AND IS FINANCIALLY RESPONSIBLE FOR THEIR FIRE ALARM CONTRACTOR'S SERVICES.

Sprinkler System Deficiency Findings are not included in this Agreement. A Special Labor Rate of \$95.00 per hour will be honored, with a 3 hour minimum, should any repairs be warranted to bring Sprinkler System up to code and optimal performance. A truck charge of \$120.00 is applicable, however, may be waived upon acceptance of this Service Agreement.

Note: Applicable Tests & Inspections are generally performed within (4) four to (6) six weeks after the approval of the service agreement. Thus, your prompt approval and reply is greatly appreciated for sufficient processing time, scheduling and delivery of the mentioned Test & Inspections Services. Weekend/ afterhours Test & Inspections are not included and would be subject to overtime charges, if required.

Equipment in Good Working Order:

Customer understands that the list of equipment herein reflects the information available from the existing records; there may have been additions or deletions over time. Customer acknowledges that all of the equipment that has been installed on the local premises predecessors is, to the best knowledge of the Customer in good working order and properly installed. Any work done on the local premises in order to put the system in proper working order will be done at an additional cost to the customer.

Electronic Media:

Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Tyco/SimplexGrinnell may rely upon Customer's consent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

Ceiling Tiles, Painting:

Ceiling Tiles, Painting, Patching. Tyco/SimplexGrinnell is not responsible for damaged ceiling tiles, painting or patching.

Escalation Clause (Initial Term):

Annual Service Charge – Initial Term. Tyco/SimplexGrinnell agrees to honor the Annual Service Charge for Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.

Property Manager:

Property Manager Authorization from Owner/Tenant. Work or Purchase Orders ("Orders") will be initiated by Property Manager's on-site representative in the name of the Owner(s) or Tenant(s) and may be executed by Property Manager, Property Manager's on-site representative, or the Owner/Tenant. Property Manager will not be named in any capacity other than as property manager. Property Manager represents and warrants to Tyco/SimplexGrinnell that Property Manager and Property Manager's on-site representative have the express

agency authority to bind the Owner/Tenant to the provisions of the terms and conditions of this Agreement and to the provisions of any Orders which Property Manager or Property Manager's on-site representative may sign. In addition, at Tyco/SimplexGrinnell's request, Property Manager will obtain the Owner's/Tenant's signature on, and will deliver to Tyco/SimplexGrinnell, a power of attorney or other evidence of its authority to bind Owner/Tenant in a form acceptable to Tyco/SimplexGrinnell.

Scope of Work:

Scope of Work. Tyco/SimplexGrinnell will endeavor to furnish the Services and to install or cause to be installed the Equipment or System(s) specified in this Agreement, if applicable. Customer understands that there may situations where, due to local requirements, Tyco/SimplexGrinnell will not be permitted to contract with Customer for certain specialized services such as lock-smith services. In such cases, Tyco/SimplexGrinnell will use reasonable commercial efforts to identify properly licensed subcontractors to perform the work on Customer's behalf. Failing to identify such subcontractors will not constitute breach of the Agreement on the part of Tyco/SimplexGrinnell and Customer's exclusive remedy will be to obtain a refund for any such work not performed.

AHJ Approval:

AHJ Approval. For fire alarm systems required by law, the System shown in this Agreement may be subject to approval by the local Authority Having Jurisdiction (AHJ). Any changes required by the AHJ may result in additional charges to the Customer.

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by SimplexGrinnell LP ("Company") to **Miami Springs Community Center** and is effective **01-OCT-17 to 30-SEP-22** (the "Initial Term").

PAYMENT TERM: Annual In Advance

PAYMENT AMOUNT:

\$1,180.00

- Proposal #: 580025

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Miami Springs Community Center

SimplexGrinnell

Signature:

Caitlin Smith

Ozzie Gonzalez

Print Name:

Caitlin Smith

Phone #:

786-360-9465

Title:

Aquatic Supervisor

Fax #:

954-435-6650

Phone#:

305-305-5078

License #:
(If Applicable)

EF13005255

Authorized
Signature:

[Signature] (BL)

Fax #:

Email:

SmithC@miamispringfl.gov

Print Name:

O. GONZALEZ

PO#:

Title:

PSR

Date:

7/27/17

Date:

7/27/17

TERMS AND CONDITIONS

1. **Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term, each and together a "Term" of this Agreement, unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.

2. **Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth in this Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

3. **Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on site at Customer's premises shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§

441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. **Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m.), Monday through Friday, excluding Company holidays, as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work.

Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. **Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement.

10. **Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such services apply only to the components or equipment of the

Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. (i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Remote Service. If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to

contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

17. Monitoring Services. If Customer has selected Monitoring services, the following shall apply to such services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences there from, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. Authorization. Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third party service, equipment or facility be required to perform the Monitoring services set forth in this

Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring services upon notice to Customer.

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. Derived Local Channel. The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for

which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

19. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

20. Outside Charges. Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

21. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

22. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

23. Force Majeure, Exclusions. Company shall not be responsible for delays, interruption or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

24. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

25. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion

upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall include 1) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, 2) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 3) abuse of the System or the Equipment, 4) failure by Customer to observe, keep or perform any term of this Agreement; 5) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, Agreement, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

29. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

30. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

31. Headings. The headings in this Agreement are for convenience only.

32. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

33. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

34. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customars): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN AGREEMENT WITH PLAYCORE WISCONSIN, INC. D/B/A GAMETIME C/O DOMINICA RECREATION PRODUCTS, INC. IN AN AMOUNT NOT TO EXCEED \$97,397.27 FOR THE PURCHASE AND INSTALLATION OF A NEW PLAYGROUND PLAY STRUCTURE AT RAGAN PARK UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF CHARLOTTE, NORTH CAROLINA, CONTRACT NO. 2017001134 PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) seeks to purchase and install a new playground play structure, park benches, and a pour-in-place play surface at Ragan Park (the “Equipment”); and

WHEREAS, the City of Charlotte, North Carolina, issued Request for Proposals No. 269-2017-0028 (the “RFP”) for playground and outdoor fitness equipment, site accessories, surfacing, and related products and services, and competitively awarded Playcore Wisconsin, Inc. d/b/a GameTime c/o Dominica Recreation Products, Inc. (the “Vendor”) Contract No. 2017001134 pursuant to the RFP (the “Charlotte Contract”); and

WHEREAS, Section 31-11(E)(5) of the City’s Code of Ordinances (the “Code”) provides that purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector cooperative purchasing or not-for-profit companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases; and

WHEREAS, in accordance with Section 31-11(E)(5) of the City’s Code, the City Council seeks to authorize the City Manager to enter into an agreement in substantially the form attached hereto as Exhibit “A” with the Vendor (the “Agreement”) and to issue a purchase order for the Equipment in an amount not to exceed \$97,397.27 consistent with the terms and conditions of the Agreement, the Charlotte Contract, and the Vendor’s Quote, attached hereto as Exhibit “B” (the “Quote”); and

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

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

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

Section 2. Approval. That the City Council hereby approves the Agreement and the Quote with the Vendor for the Equipment in an amount not to exceed \$97,397.27 pursuant to Section 31-11(E)(5) of the City Code.

Section 3. Authorization. That the City Manager is authorized to issue a purchase order for the Equipment in an amount not to exceed \$97,397.27 consistent with the terms and conditions of the Agreement, the Charlotte Contract, and the Quote.

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

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

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

PASSED AND ADOPTED this 23rd day of May, 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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
PLAYCORE WISCONSIN, INC. D/B/A GAMETIME**

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2022 (the “Effective Date”), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”), and **PLAYCORE WISCONSIN, INC. D/B/A GAMETIME C/O DOMINICA RECREATION PRODUCTS, INC.**, a Florida for-profit corporation (hereinafter, the “Contractor”). Collectively, the City and the Contractor are referred to as the “Parties.”

WHEREAS, the City desires to purchase and install a new playground play structure, park benches, and a pour-in-place play surface at Ragan Park (the “Services”); and;

WHEREAS, the City of Charlotte, North Carolina, issued Request for Proposals No. 269-2017-0028 for playground and outdoor fitness equipment, site accessories, surfacing, and related products and services, and competitively awarded the Contractor Contract No. 2017001134 pursuant to the RFP (the “City of Charlotte Contract”); and

WHEREAS, the Parties wish to incorporate the terms and conditions of the City of Charlotte Contract in this Agreement, except as otherwise modified or amended herein; and

WHEREAS, Section 31-11(E)(5) of the City Code of Ordinances (the “Code”) provides that “All purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector Cooperative Purchasing or Not-For-Profit Companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases, provided that: (a) The terms and conditions of the original bid or contract by the state or local government are satisfactory to the City and that such terms and conditions are expressly extended to the City. (b) The bid or contract by the state or local government is in force prior to the proposed purchase of supplies or services by the City. (c) The purchasing agent has determined that purchasing materials, goods, supplies and contractual services under existing state or local government bids or contracts are in the best interests of the City.”; and

WHEREAS, pursuant to Section 31-11(E)(5) of the City Code, the City desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and the Contractor agree as follows:

- 1. Incorporation of Contract.** The terms and conditions of the City of Charlotte Contract are incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the City of Charlotte Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

2. **Conflicts; Order of Priority.** This document without exhibits is referred to as the “Base Agreement.” In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
 - A. First Priority: Base Agreement;
 - B. Second Priority: E-Verify Affidavit;
 - C. Third Priority: Exhibit A – City of Charlotte Contract.
 - D. Fourth Priority: Exhibit B – GameTime c/o Dominica Recreation Products, Inc.
Quote No. 103588-01-01 for Ragan Park
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the City of Charlotte Contract unless otherwise provided in this Agreement. All references to the City of Charlotte shall be replaced with the City of Miami Springs where applicable.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
5. **Compensation.** Compensation for Services provided by the Contractor shall be in accordance with the rates contained in the City of Charlotte Contract and the Quote attached hereto as Exhibit “B.”
6. **Amending Section 8 of the City of Charlotte Contract.** Section 8.1.2 of the City of Charlotte Contract is hereby deleted in its entirety and replaced as follows:

To obtain approval for a price increase, the Contractor shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the City Manager or the City Manager’s designee, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166

7. **Amending Section 9 of the City of Charlotte Contract.** Section 9 of the City of Charlotte Contract is hereby deleted in its entirety and replaced as follows:

Contractor shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.

8. **Amending Section 13 of the City of Charlotte Contract.** Section 13.1 of the City of Charlotte Contract is hereby amended as follows:

13. GENERAL WARRANTIES. Company represents and warrants that:

13.1 It is a corporation duly incorporated, ~~validly existing and in good standing under the laws of the state of Alabama,~~ and is qualified to do business in ~~North Carolina~~ Florida;

9. **Amending Section 32 of the City of Charlotte Contract.** Section 32 of the City of Charlotte Contract is hereby amended as follows:

32. INDEMNIFICATION: To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations,

duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision; negligence; intentional misconduct of anyone other than the Company, its subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

- (1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;
- (2) Claims arising from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and
- (3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

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

10. Amending Sections 42, 43, and 44 of the City of Charlotte Contract. Section 42, "Confidentiality," Section 43, "Restrictions," and Section 44, "Exceptions," of the City of Charlotte Contract are hereby deleted in its entirety and replaced as follows:

Ownership and Access to Records and Audits.

- A. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the City. Contractor shall promptly disclose such Work Product

to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

- B.** Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor 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 Agreement, and following completion of the Agreement until the records are transferred to the City.
- C.** Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- D.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- E.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- F.** Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- G.** Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

H. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.

11. Amending Section 45.3 of the City of Charlotte Contract. Section 45.3 of the City of Charlotte Contract is hereby deleted in its entirety and replaced as follows:

45.3. GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

12. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

13. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City 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 of its proof of 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, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

CITY OF MIAMI SPRINGS

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME

By: _____
William Alonso, CPA, CGFO
City Manager

By: _____
Name: _____

Attest:

Title: _____

By: _____
Erika Gonzalez, MMC
City Clerk

Entity: _____

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

Addresses for Notice:

City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
alonsow@miamisprings-fl.gov (email)

Addresses for Notice:

_____ (telephone)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
City of Miami Springs City Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
hsera@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (email)

EXHIBIT "A"

City of Charlotte

Contract No. 2017001134

A copy of the City of Charlotte Contract No. 2017001134 is on file with the City Clerk of Miami Springs.

EXHIBIT "B"

GameTime c/o Dominica Recreation Products, Inc.
Quote No. 103588-01-01 for Ragan Park

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City of Miami Springs requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City 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 of its proof of 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 signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath



GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

03/08/2022
 Quote #
 103588-01-01

Ragan Park

City of Miami Springs
 Attn: Omar Luna
 1401 Westward Drive
 Miami Springs, FL 33166
 Phone: 305-805-5075
lunao@miamisprings-fl.gov

Ship to Zip 33166

Quantity	Part #	Description	Unit Price	Amount
1120	Digout	GT-Impax - Digout/Sitework of area (per sq. ft.)- Does not include removal of spoils	\$1.32	\$1,478.40
1120	Spoils	GT-Impax - Removal/Disposal from Site the Spoils from Digout (per sq. ft.)	\$1.25	\$1,400.00
1120	Crush	GT-Impax - Crushed & Compacted Stone Sub-Base (sq. ft.)- Warranty to match Surfacing Warranty (5-years). Installed per specification of Unitary Surfacing requirements.	\$3.75	\$4,200.00
122	Curb	GT-Impax - Concrete Curb (In. ft.)- 4" Wide - Not Reinforced	\$31.50	\$3,843.00
1120	Poured-4	GT-Impax - Poured Rubber Surfacing - 4' fall height- 50% Standard Color - Aromatic Binder - 2" Thick with 1/2" EPDM wear course cap - 5-year warranty	\$23.13	\$25,905.60
55	Sidewalk	GT-Impax - Concrete Sidewalk - 5 feet wide (per In. ft. of path)	\$50.00	\$2,750.00
1	RDU	GameTime - Custom PrimeTime System- ages 2-5 & 5-12	\$43,684.00	\$43,684.00
2	T108I	GT-Site - 6' DURACLAD BENCH W/BACK THERMOCOAT I	\$652.00	\$1,304.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2020 7th Ed Building Code Drawings	\$1,025.00	\$1,025.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!	\$14,425.00	\$14,425.00
1	Permits	5-Star Plus - Building Permits- Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.	\$1,400.00	\$1,400.00
			Sub Total	\$101,415.00
			Discount	(\$14,140.64)
			Material Surcharge	\$6,373.25
			Freight	\$3,749.66
			Total	\$97,397.27

Comments

Site access for construction equipment and staging area must be provided by owner.

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
 For questions or to order please call - 800-432-0162 ext. 101 gina@gametime.com

All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001 134.
 All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.
 For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](#)





GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
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 Quote #
 103588-01-01

Ragan Park

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about 150 days, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the owner will provide approved site plans of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. The permit process can not begin until appropriate and current site plans are provided by owner. If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices : Invoices will be generated upon services rendered. When equipment ships it will be invoiced seperately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 60 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

Unitary Surfacing Notes : The installer of the Unitary Surfacing (Poured, Bonded, Turf, Tiles) is not the same installer of the playground equipment. However, your certified equipment installer will coordinate the timing of the unitary surfacing installation, but more than likely they will not be on-site at the time. They will continue to be your contact should you have any questions. Security is needed to protect surfacing at night or after installation as the product set. Normally it is not needed or a concern, however in some areas additional security is needed to prevent vandalism. Security is not included. Vandalism will be the responsible of the owner.

ORDER INFORMATION

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)





GameTime
 c/o Dominica Recreation Products, Inc.
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03/08/2022
 Quote #
 103588-01-01

Ragan Park

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: \$97,397.27

RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO METRO EXPRESS, INC. FOR CONCRETE CURBSIDE/SIDEWALK REPAIR SERVICES ON AN AS-NEEDED BASIS IN AN AMOUNT NOT TO EXCEED \$50,000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 9, 2022, the City of Miami Springs (the “City”) Council adopted Resolution No. 2022-4000, approving an agreement (the “Agreement”) with Metro Express, Inc. (the “Vendor”) for concrete curbside/sidewalk construction services on an as-needed basis (the “Services”) utilizing the terms and conditions of a competitively awarded contract entered into between the City of Miami Beach and the Vendor pursuant to ITB-2018-033-ND; and

WHEREAS, the City desires to utilize the Vendor’s Services in order to make repairs to City sidewalks on an as-needed basis (the “Repairs”); and

WHEREAS, in accordance with the terms of the Agreement, the City seeks to authorize the issuance of a purchase order in an amount not to exceed \$50,000 for the Services in order to make the Repairs; and

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

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

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

Section 2. Approval. That the City Council hereby approves the issuance of a Purchase Order to the Vendor for the Services to make the Repairs consistent with the terms of the Agreement and to expend budgeted funds in an amount not to exceed \$50,000.00.

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

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

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

PASSED AND ADOPTED this 23rd day of May, 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



AGENDA MEMORANDUM

Meeting Date: May 23, 2022

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

Via: William Alonso, City Manager/Fin. Director

From: Tammy Key, Senior Center Manager

Subject: Back-up Caterer for Miami Springs Senior Center

Recommendation: Recommendation that council select Chebere Appetite Inc./ Sergio's Catering to serve as the City's back-up caterer for the provision of Catering Services for the City of Miami Springs Senior Center's Nutrition Programs for the Department of Elderly Services, pursuant to Section 31.11 (E)(6)(g) of the City Code, in the event the primary caterer, Greater Miami Caterers, Inc. is unable to fulfill their contract. There is currently no cost associated with this recommendation as this contract is for purposes of a back up in the event our current caterer defaults in any way.

Discussion: The City's contract with the Alliance for Aging, Inc. stipulates that the City will ensure continuity of Congregate and Home Delivered Meal services, without interruption, in the event a situation results in cessation of services from our primary caterer, Greater Miami Caterers. Although an agreement is not required with a back-up caterer, the City desires to contract with a back-up caterer who is willing and able to take over the preparation of our approved menus and our back-up delivery schedule to the Adult Center and to individual homes throughout our service area. The back-up caterer must agree to comply with DOEA regulations as stipulated in Chapter 4 of their Program and Services Handbook, in addition to being a licensed caterer with active status and having currently met the inspection standards of the State's Department of Business and Professional Regulations. At present, Chebere Appetite Inc./ Sergio's Catering has approved menus through the Alliance for Aging (attached) utilizing the Cities current contracted Dietician and is able to comply with all of the Alliance's rules and regulations. Our previous back-up caterer, Construction Catering is no longer in business. Funding for these services has been secured through C1, C2 and LSP bid awards from the Alliance for Aging. Chebere Appetite Inc./ Sergio's Catering is currently retained as the back-up catering company for:

Claude Pepper Senior Center, Malcolm Ross Senior Center, Palmer House Senior Center, Myers Senior Center, United Home Care, St. John Bosco Senior Center, McCarthy House Catholic Services St. Vincent De Paul Gardens Senior Health Services, GESU Meal Center, Marian Towers Senior Center, Hialeah Social Center ADC, St. Monica Senior Living Meal Site, Sunrise Community Adult Center.

Cheber Appetite Inc./ Sergio's Catering provides home delivered meals to: Sunshine Health and Little Havana Activities & Nutrition Center.

Submission Date and Time: 5/9/2022 9:26am

<p>Submitted by:</p> <p>Department: Elderly Services</p> <p>Prepared by: <u>Tammy Key</u></p> <p>Attachments: x Yes No</p> <p>Budgeted/ Funded: x Yes No</p>	<p>Approved by (sign as applicable):</p> <p>Dept. Head:</p> <p>Procurement:</p> <p>Asst. City Mgr.:</p> <p>City Manager:</p>	<p>Funding:</p> <p>Dept./ Desc.: Adult Center/Senior Meals</p> <p>Account No.: Multiple Accts.</p> <p>Additional Funding:</p> <p>Current request: \$ 0.00</p> <p>Total vendor amount: \$ 0.00</p>
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RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN AGREEMENT WITH CHEBERE APPETITE, INC. D/B/A SERGIO'S CATERING FOR THE PROVISION OF CONGREGATE AND HOME DELIVERED MEALS FOR THE CITY'S ELDERLY COMMUNITY IN THE EVENT OF AN EMERGENCY; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 28, 2021, the City Council of the City of Miami Springs (the "City") adopted Resolution No. 2021-3920, competitively awarding a contract to Greater Miami Caterers, Inc. (the "Primary Caterer") for congregate and home delivered meals for the City's elderly community (the "Services"); and

WHEREAS, the City's Agreement with the Alliance for the Aging, Inc. (the "Alliance") previously required that the City enter into an agreement with a back-up caterer, one that is willing and able to take over the preparation of the City's approved menus and delivery schedule to ensure continuity of the Services, without interruption, in the event there is a cessation of or interruption in the Services (i.e., in the event of an "Emergency") from the Primary Caterer; and

WHEREAS, although the Alliance no longer requires an agreement with a back-up caterer, the City has determined it is necessary and in the public interest to contract with a back-up caterer who will perform the Services in the event of an Emergency to ensure the continuity of the Services; and

WHEREAS, Chebere Appetite, Inc. d/b/a Sergio's Catering (the "Back-Up Caterer"), a licensed caterer with the Department of Business and Professional Regulation, currently has approved menus through the Alliance, utilizes the City's dietician, and is retained by several other municipalities as the primary caterer or back-up caterer; and

WHEREAS, the City Manager has successfully negotiated an agreement, in substantially the form attached hereto as Exhibit "A" (the "Agreement"), with the Back-Up Caterer upon substantially the same terms and conditions as its contract with the Primary Caterer, including compliance with all of the Alliance's rules and regulations, and at

compensation which is fair, competitive, and reasonable; and

WHEREAS, pursuant to the recommendation of the City Manager, the City Council desires to waive the City’s competitive procurement requirements pursuant to Section 31-11(E)(6)(g) of the City Code and approve an Agreement with the Back-Up Caterer for the provision of the Services in the event of an Emergency as being in the best interest of the City; and

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

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

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

Section 2. Approval. That the City Council hereby approves the Agreement with the Back-Up Caterer to perform the Services in the event of an Emergency.

Section 3. Waiver. That the City Council hereby waives the City’s competitive procurement requirements pursuant to Section 31-11(E)(6)(g) of the City Code for the provision of the Services from the Back-Up Caterer in the event of an Emergency as being in the best interest of the City.

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

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

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

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

PASSED AND ADOPTED this 23rd day of May, 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

AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
CHEBERE APPETITE INC. D/B/A SERGIO'S CATERING

THIS AGREEMENT (this "Agreement") is made effective as of the ___ day of _____, 2022 (the "Effective Date"), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the "City"), and **CHEBERE APPETITE INC. D/B/A SERGIO'S CATERING**, a Florida Corporation (hereinafter, the "Contractor").

WHEREAS, on May 17, 2021, the City issued Request for Proposals No. 01-20/21 ("RFP") for Congregate & Home-Delivered Meals for the City Elderly Community, which RFP is incorporated herein by reference; and

WHEREAS, the services needed by the City are specifically identified in Section 2 of the RFP (the "Services"), which Section 2 of the RFP is incorporated herein and attached hereto as Exhibit "A"; and

WHEREAS, on June 28, 2021, the City Council adopted Resolution No. 2021-3920, selecting Greater Miami Caterers, Inc. (the "Primary Caterer") as the Primary Caterer to provide the Services and approving an agreement with the Primary Caterer for the Services; and

WHEREAS, in the event there is an emergency resulting in the cessation of or interruption in the Services provided by the Primary Caterer (in the event of an "Emergency"), the City has determined it is necessary and in the best interest of the City to contract with a back-up caterer who will perform the Services upon substantially the same terms and conditions as its contract with the Primary Caterer; and

WHEREAS, the Contractor currently has approved menus through the Alliance for Aging, Inc. (the "Alliance") utilizing the City's current contracted dietician, and is willing and able to provide the Services as the City's back-up caterer and comply with all of the Alliance's rules and regulations; and

WHEREAS, on May 23, 2022, the City Council adopted Resolution No. 2022-_____, selecting the Contractor as the back-up caterer to provide the Services in the event of an Emergency and approving an agreement with the Contractor; and

WHEREAS, the Contractor will perform the Services for the City in the event of an Emergency; and

WHEREAS, the Contractor and the City, through mutual negotiation, have agreed upon the rates for the Services to be provided in the event of an Emergency; and

WHEREAS, the City desires to engage the Contractor to perform the Services in the event of an Emergency and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the City agree as follows:

1. Scope of Services.

- 1.1.** Upon written notice from the City, the Contractor shall provide the Services, as set forth in Exhibit "A." Contractor shall only perform the Services for the City in the event of an Emergency or if the Primary Caterer is unable to provide the Services as confirmed by the City Manager in writing.
- 1.2.** Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the City.
- 1.3.** The Contractor shall abide by the terms and requirements of the RFP, as though fully set forth herein.

2. Term/Commencement Date.

- 2.1.** The term of this Agreement shall be from the Effective Date through October 1, 2022, unless earlier terminated in accordance with Paragraph 8. Additionally, the City Manager may renew this Agreement for up to five (5) additional one (1) year periods on the same terms as set forth herein upon written notice to the Contractor .
- 2.2.** Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the City Manager.

3. Compensation and Payment.

- 3.1.** Compensation for Services provided by Contractor shall be in accordance with the Fee Schedule attached hereto as Exhibit "B" (the "Fee Schedule"). All expenses must be approved in writing by the City Manager and will be considered as line item reimbursements, without markup.
- 3.2.** Contractor shall deliver an invoice to the City no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Contractor's

invoices shall be delivered in accordance with Attachment D of the RFP. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.

3.3. The City is exempt from sales tax. Accordingly, Contractor shall not collect sales tax from the City. The City shall provide a copy of its tax exempt certificate upon request.

4. Subcontractors.

4.1. The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services and/or any Project.

4.2. Contractor may only utilize the services of a particular subcontractor with the prior written approval of the City Manager, which approval may be granted or withheld in the City Manager's sole and absolute discretion.

5. City's Responsibilities.

5.1. City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by Contractor to assist Contractor in performing the Services.

5.2. Upon Contractor's request, City shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. Contractor's Responsibilities; Representations and Warranties.

6.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services for each Project as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to City requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

6.2. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the City.

8. Termination.

8.1. The City Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Contractor, or immediately with cause.

8.2. Upon receipt of the City's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the City Manager.

8.3. In the event of termination by the City, the Contractor shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Contractor 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 Contractor's insurance and shall not contribute to the Contractor'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.

9.1.1. 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 Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. 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 Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. 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.

9.2. 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. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor 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. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

9.3. 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 the Contractor in performance of this Agreement. The Contractor'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 the Contractor's insurance. The Contractor'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.

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

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Contractor shall indemnify and hold harmless the City, its officers, agents and employees, the Alliance for Aging, and the Florida Department of Elder Affairs from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Patents and Royalties. The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City in such matter.

14. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

15. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

16. Entire Agreement/Modification/Amendment.

16.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

16.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

17. Ownership and Access to Records and Audits.

17.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Contractor during the term of this Agreement (“Work Product”) belong to the City. Contractor shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

17.2. Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of

three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor 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 Agreement, and following completion of the Agreement until the records are transferred to the City.

17.3. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

17.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

17.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

17.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

17.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

17.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.

18. Nonassignability. This Agreement shall not be assignable by Contractor unless such assignment is first approved by the City Manager. The City is relying upon the apparent

qualifications and expertise of the Contractor, and such firm's familiarity with the City's area, circumstances and desires.

19. **Severability**. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
20. **Independent Contractor**. The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
21. **Compliance with Laws**. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
22. **Waiver**. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
23. **Survival of Provisions**. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
24. **Prohibition of Contingency Fees**. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
25. **Public Entity Crimes Affidavit**. Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
26. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
27. **Conflicts; Order of Priority**. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any

exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

- 27.1.** First Priority: Base Agreement;
- 27.2.** Second Priority: Exhibit A – Section 2 from RFP No. 01-20/21;
- 27.3.** Third Priority: Exhibit B – Fee Schedule

28. Non-Exclusive Agreement. The City reserves the right to procure or acquire similar Services from another Contractor while this Agreement is in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

CITY OF MIAMI SPRINGS

CONTRACTOR

By: _____
William Alonso, CPA, CGFO
City Manager

By: _____
Ricardo Gonzalez, President

Entity: **CHEBERE APPETITE, INC.**

Attest:

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole + Bierman, P.L.
City Attorney

Addresses for Notice:

4720 NW 167 Street
Miami Gardens, FL 33014
_____(telephone)
_____(email)

Addresses for Notice:

City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
alonsow@miamisprings-fl.gov (email)

With a copy to:

Chebere Appetite, Inc.
c/o Alberto Montes, Registered Agent
122 Hialeah Drive
Hialeah, FL 33010
_____(telephone)
_____(email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
City of Miami Springs Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
hsera@wsh-law.com (email)

EXHIBIT A – COPY OF SECTION 2 FROM RFP

SECTION 2

SCOPE OF SERVICES AND SPECIAL CONDITIONS

- 2.1** The Contractor shall provide all necessary labor, materials, equipment, reports and expertise required to provide the services, including but not limited to the tasks identified herein, which shall collectively be referred to as the “Services.” For purposes of the bid, “Contractor” is defined as a profit-making organization or a non-profit corporation licensed in the State of Florida, and with production kitchens within the State of Florida, that intends to prepare food for sale and/or distribution and is in compliance with the Food and Drug Administration and the United States Department of Agriculture and all other applicable federal and state regulations.
- 2.2** The City may elect to have the selected Contractor(s) provide all of these services, some of the services, or none of these services. The selected Contractor(s) is/are not guaranteed any work by the City under this solicitation. All projects will be coordinated with the City Manager and/or Senior Center Manager.
- 2.3** Bid Preference. Preference may be given to the vendor that provides the best quality and the shortest time span between packaging and delivery of hot food. Bids indicating price in effect at times of shipment will be considered invalid. The bidder shall be responsible for all fees, taxes, and licenses required to operate under the resulting contract and such expenses shall not be paid by the City.
- 2.4** Competency of Bidders.
- 2.4.1** The Contractor must provide documentation of ability and capability in providing the number of meals required to be provided with bid response. Pre-award inspection of the bidder’s facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing good and/or services as described in this bid with a good record of performance for a reasonable period of time and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms “equipment or organization” as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities.
- 2.4.2** Bidder must be in compliance with state and local fire, health, sanitation, and safety regulations applicable to the type of food preparation and meals delivery system used by Bidder and said regulations must be adhered to during all stages of food service operations.
- 2.4.3** The City may consider any evidence available regarding the financial, technical, and other qualification and abilities of a Bidder; including past performance and experience in making the award in the best interest of the City.
- 2.5** Default.
- 2.5.1** In the event that the Contractor should fail to meet the terms of these bid specifications in any way, or should it cease its contractual responsibilities, the Contractor will be in default.
- 2.5.2** In case of default of the awarded bid, the City may procure the articles or services from other sources and charge the Contractor for meals, supplies, and any excess cost or liquidated damages incurred (actual and consequential damages).
- 2.5.3** In the event that the Contractor fails to deliver any meal, meals, portion of a meal, or other food and supplies at the designated sites within forty-five (45) minutes of the previously agreed upon time, or if the food does not meet the proper specifications (i.e., it is not delivered at proper temperatures, it is not fit for human consumption, menu items are omitted or

substituted without prior approval, or if supplies and containers are not delivered properly sealed or sanitized) the City is not required to pay and may procure a meal or meals or other foods and supplies elsewhere, deduct the price of the meals from Contractor and charge the Contractor the cost of such replacement supplies and/or meal, meals, and other food, plus the Nutrition Services Incentive Program's cash per meal allowance and any other expenses incurred by the City in procuring the replacement.

2.5.4 Should the Contractor fail to adhere to the time schedule, deliver meals for a consecutive three (3) day period, fail to deliver meals for any (3) three days during a calendar month, then such action shall be deemed material non-performance of the contract and shall be justification for immediate cancellation of the contract.

2.6 Bonding. The bidder shall be responsible for all fees for bonding of personnel and such expenses shall not be paid by the City.

2.7 Audits. The Contractor's financial records must be open for audit purposes. The Contractor must supply all reports requested by the City, the Alliance for Aging, the Florida Department of Elder Affairs, the Administration on Aging, and the U.S. Department of Agriculture.

2.8 Alliance for Aging Approval Required. Prior to the execution of a contract resulting from this solicitation, the Alliance for Aging, Inc. must approve the awarded vendor and contract. It is and shall be understood and agreed that such contract, as approved by the Alliance for Aging, Inc., shall be awarded and validly entered into between the Bidder and the City when written acceptance has been transmitted to the awardee by the City's authorized agent and that all requirements stipulated within this Request for Proposal will be strictly adhered to.

2.9 Termination.

2.9.1 The City may, by written notice to the successful Bidder, terminate the contract if the Bidder/Contractor has been found to have failed to perform his services in a matter satisfactory to the City as per specification including delivery as specified. It is the intention of the City to purchase the items specified herein from a source of supply that will give prompt, convenient, and proper shipment and service. Any failure of the supplier to comply with these conditions may be cause for terminating any resulting contract immediately upon written notice of the City. The City shall be the sole judge of non-performance/breach.

2.9.2 In the event than any person eating meals prepared under this contract becomes ill as a result of food poisoning which is attributable to the negligence of the Contractor as determined by the Health Department Environmental Control Division, then such action shall be deemed material non- performance of the contract and City shall have justification for immediate cancellation of the contract.

2.9.3 It is further agreed that, in the event funds to finance all or part of these Nutrition Programs for the Elderly become unavailable, the obligations of each party may be terminated upon no less than twenty (20) days' notice in writing to the other party. Said notice shall be in accordance with the notice provisions of the contract resulting from this RFP. The Florida Department of Elderly Affairs shall be final authority as to the availability of Federal or State Funds.

2.10 Compliance with Laws.

2.10.1 Bidders shall comply with all local, State, and Federal directives, orders and laws applicable to this bid and subsequent contract(s).

2.10.2 Specific reference is made to 2020 Edition of the *DOEA Program and Services Handbook* (especially the sections contained in Attachment B of this document); Title VI and VII of the Civil Rights Acts; the Americans with Disabilities Act; and Section 504 of the vocational Rehabilitation Act of 1973.

2.10.3 Pursuant to the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, all Contractors and Sub-Contractors performing work in connection with this contract shall provide equal opportunity for employment and shall agree not to discriminate against an employee or applicant for employment because of race, religion, color, age, sex, national origin, place of birth, veteran status disability, perceived disability or any other legally protected group. It is expressly understood that upon evidence of such discrimination, the City shall have the right to immediately terminate said contract.

2.11 Contractor's Employees.

2.11.1 All employees of the Contractor are solely the employees of the Contractor under its direction and not employees or agents of the City. The Contractor shall be responsible for all its employees' salaries and benefits including worker's compensation premiums and benefits. The Contractor shall provide competent and physically able employees. The City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued employment on the City's properties, or at citizens' homes, is not in the best interest of the City. Each employee shall have and wear proper attire and identification. All employees working in the preparation of food must ensure the application of hygienic techniques and practices in food handling, preparation, and service. Employees involved with delivery of home delivered meal must have DOEA Level 2 background screening on file and bidder must ensure that consumers served are at no risk of harm from their employees. City may request proof of DOEA Level 2 background screening.

2.11.2 The Contractor should have a working knowledge of the Nutrition Program for the Elderly. The Contractor shall be available to the City for menu planning, recipe modification, and other required technical assistance. The name and the after-hours telephone number of the person whose primary responsibility is the management of the food service contract must be provided to the City.

2.11.3 Each nutrition site shall be visited at least semi-annually by a managerial representative of the food service company to determine the quality of service and acceptability of food by participants and to become acquainted with the program that they are serving. Lines of communication shall be open between the Contractor and the City. The Contractor shall agree to employ older workers, if possible. The Contractor shall provide ongoing training in personal hygiene, sanitation and food handling to its kitchen staff and delivery personnel.

2.11.4 If requested, the Contractor shall provide training in portion control and food handling to the City's employees at a time and place mutually agreed upon.

2.12 Contract Pricing; Adjustments

2.12.1 The purpose of this solicitation is to establish a Contract for the purchase of the City's total needs for an initial one year term. Quantities stated are for bidders' guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous needs and estimated usage for the initial one year term.

2.12.2 The prices established herein shall prevail (be maximum) for the term of the Contract with the benefit of any general reduction in commodity price during said period being passed on to the City. The City has the option to extend the contract for five additional twelve (12) month periods. Extension of the Contract is a City prerogative, not a right of the Contractor. Such option will be exercised only when it is in the best interest of the City to do so.

2.12.3 Extension of the contract for any option year may be based on a price adjustment. Ninety (90) days prior to the date of Contract termination, the Contractor shall submit requested price adjustments to the City who shall consider said information along with other criteria in evaluating whether or not to exercise the City's option to renew the contract for an additional year. Such

requested price adjustment shall, in any event, not exceed the percentage increase shown by the "Consumer Price Index for Food, Etc.," published by the U.S. Department of Labor, Bureau of Statistics, for the 9th month after commencement of the services as compared with the index on the effective date of contract.

2.13 RECORDS RETENTION. The Contractor shall keep complete and accurate books, documents, papers and records (including electronic storage media) relating to the purchase of food and the storage, preparation, and transportation of the meals, including labor costs, raw food costs and records or receipts of storage and use of N.S.I.P. foods in accordance with generally accepted accounting procedures and practices consistently applied which sufficiently and properly reflect all revenues and expenditures of funds provided by the City of Miami Springs under the conditions of the Contract. Such records shall be kept for a period of at least six (6) years from the expiration or termination of the Contract. The books, documents and other records required to be maintained by the Contractor shall, upon their request and at a reasonable time and place, be made available for audit or examination purposes to authorized representatives of the City, the Department of Elder Affairs, the State Examiner or Public Accountant, the US Department of Health and Human Services, the US Comptroller General and another other Federal personnel pursuant to 7CFR 226. In the case of audit exception, all books, records, accounting records and other documents relative to this agreement, will be retained until such exception has been cleared or resolved to the satisfaction of these agencies.

2.14 MONITORING REQUIREMENTS:

2.14.1 The Contractor will provide operational, sanitation, dietary, and fiscal reports as specified by the Area Agency on Aging and the City. These reports will be used for monitoring compliance with contractual stipulations.

2.14.2 The Contractor will permit persons duly authorized by the City and the Alliance for Aging to inspect any records, papers, documents, food preparation areas, packaging and storage areas, food containers, automotive vehicles of the Provider, which are relevant to this contract, and/or interview any clients and employees of the Contractor to be assured of satisfactory performance of the terms and conditions of this subcontract. Following such inspection, the City or Alliance for Aging will deliver to the City of Miami Springs a list of its comments with regard to the manner in which said goods or services are being provided.

2.14.3 The Contractor will rectify all noted deficiencies within the specified period of time set forth in the comments, or provide the City with a reasonable and acceptable justification for not correcting the noted shortcomings. The Contractor's failure to correct or justify within a reasonable time as specified by the City may result in the withholding of payments, being deemed in breach or default, or termination of this subcontract.

MINIMUM FOOD CONTRACT SPECIFICATIONS AND TERMS

2.15 Scope. It is the intent of the City to secure a contract for the purchase of:

2.15.1 approximately 125 hot Congregate Meals a day (with actual variances of 90—125 ordered daily), Monday through Friday, excluding holidays, to the City of Miami Springs Adult Community Center located at 100 Apache Drive, Miami Springs;

2.15.2 approximately 65 hot Home-Delivered Hot Lunch Weekday Meals a day (with actual variances of 50--65 ordered daily), Monday through Friday, and 65 cold Home-Delivered Lunch meals delivered each day on Saturday and Sunday (with actual variances of 50--65 ordered daily), with delivery to the individual homes or apartments of homebound residents of Miami Springs and Virginia Gardens; and

2.15.3 approximately 65 weekday cold breakfast meals Home-Delivered (with actual variances of 50--65 ordered daily), delivered Monday-Sunday to the individual homes or apartments of homebound residents of Miami Springs, Florida.

2.15.4 The locations and numbers of all Home-Delivered Meals are subject to change and will be established daily.

2.16 DELIVERY SCHEDULE:

2.16.1 The total number of serving days will be a minimum of 253 for the contract year.

2.16.2 Congregate Meals will NOT be delivered on Saturdays, Sundays, or days upon which the following holidays fall: New Year's Day; Martin Luther King Jr. Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Veterans' Day; Christmas Day.

2.16.3 Delivery schedules between food packaging and delivery should not exceed 4 hours.

2.16.4 Congregate Meals must be delivered between 10:30 a.m. and 11:15 a.m. each weekday. Home-Delivered Meals are to be delivered between 11:30 a.m. and 1:30 p.m. each day. Deliveries made outside of the stated time range are not acceptable. The Contractor must adhere to a strict time schedule for delivering the congregate meal hot lunches and home delivered meal hot lunches.

2.16.5 Deliveries made past the stated time range will result in the following:

2.16.5.1 If congregate meals are received after 11:45 A.M., a thirty-three percent (33%) reduction on meal cost for the day will be made.

2.16.5.2 If the meal is received after 12:00 noon, there will be reduction of fifty percent (50%).

2.16.5.3 If the meal is delivered after 12:30 P.M., the project will not be liable for payment for meals delivered on that day.

2.16.5.4 If for any reason City must procure meals from outside source due to non-delivery of meal, meal is spoiled or otherwise inedible; the contractor will be responsible for all costs incurred.

2.16.5.5 City is not required to pay for meal that does not meet proper specifications.

2.16.6 Upon delivery of meals to each congregate location, an authorized representative of the City shall sign a receipt in multiple copies evidencing receipt of such food, with two (2) copies to be retained by the Contractor and one (1) copy to be retained by the City. The delivery of disposable supplies shall occur at mutually convenient times between the City and the Contractor, and the type and number of surplus supplies to be stored at the City's site will be mutually agreed upon.

2.17 FOOD CONTAINERS:

2.17.1 Food shall be delivered to nutrition site in bulk or individual meal containers. It shall be packaged so that there will be a minimum of spills in the carrier. The Contractor will take any necessary measures including, but not limited to, reducing fill level, and covering plates with stretch plastic film and/or aluminum foil and metal lids to prevent spillage. Carriers will be provided by the Contractor in a size and/or quantity to contain all food delivered to the site. Home delivered meals shall be individually packaged, packed in secondary insulated food carriers, and transported immediately under conditions that will ensure temperature control during delivery and prevent contamination and spillage. Cold and hot food shall be packaged and packed separately.

2.17.2 All serving pans shall be of disposable aluminum and/or stainless steel. Any permanent ware will be retrieved by Contractor's personnel on the next delivery day and must be sanitized by the Contractor. Packaged materials must be supplied in containers that may be resealable after individual items are removed. Daily cleaning and sanitizing of utensils, pans, coolers,

carriers, and all other equipment provided by the Contractor shall be the responsibility of the Contractor.

2.18 ESTIMATED QUANTITIES:

2.18.1 It shall be understood and agreed that quantities designated herein are estimates only and may be increased or decreased in accordance with the actual normal requirements of the City, and that the City in accepting any bid or portion thereof, contracts only and agrees to purchase only the supplies, equipment, and services in such quantities as represent the actual requirements of the City on a day-to-day basis.

2.18.2 The Contractor shall be flexible regarding the number of meals to be provided at each site from day to day and in the delivery location for home delivered meals. The City will notify the Contractor by 3:00 P.M. of each serving day the number of meals required for the next serving day. This will constitute a purchase order which will cover the maximum billings for that order. At the time the contract is awarded, the City will give the Contractor the names of the people who are authorized to make the number of meals notification.

2.19 TRANSPORTATION AND DELIVERY:

2.19.1 All deliveries will be made in trucks or vans that are capable of holding food at the required temperatures, and be clean and well-maintained.

2.19.2 The Contractor shall develop and submit with the bid an emergency procedure for delivering food in the case the vehicle breakdowns or the driver fails to report for work.

2.20 EQUIPMENT:

2.20.1 No equipment will be furnished or maintained by the City in the provision of meals; therefore, the Contractor shall supply and maintain all approved transportation, insulated containers and other appropriate equipment, service-ware, cups, straws, napkins, accessories, and condiments appropriate for the storage, preparation, delivery, and the serving of hot and cold foods, abiding by all safety measures and sanitary practices in handling operations. The Contractor shall replace unsanitary and damaged equipment.

2.21 MENUS:

2.21.1 Menus shall be written in accordance with the Department of Elder Affairs (DOEA) standards specified in Chapter 3 of the *DOEA Programs and Services Handbook*, excerpts of which are attached hereto as Attachment B (Pages 3-106 through 3-129: Menu Review and Approval; Pages 3-130 through 3-132: Food Purchasing/Preparation Standards; Pages 3-133 through 3-139: Food Preparation and Safety Standards; and Pages 3-143 through 3-147: Food Service Contract Provisions) and which provide specific instruction for nutrition program policies. Contractor is responsible to strict adherence to these guidelines.

2.21.2 Each menu page must be labeled with a line for the City's Qualified Dietician to sign on indicating his/her approval of the menu with nutritional analysis, along with a line for their license number as follows: Dietician Sign Off with Nutritional Analysis [INSERT]. License No. [INSERT].

2.21.3 Menus must be designed/developed using the computer assisted nutrient analysis method and which ensures target nutrients are served in accordance with current nutritional standards, while also allowing menu component flexibility.

2.21.4 Menus must comply with the current Dietary Guidelines for Americans published by the Secretary of Health and Human Services and the Secretary of Agriculture (https://www.dietaryguidelines.gov/sites/default/files/2019-05/2015-2020_Dietary_Guidelines.pdf).

2.21.5 Menus must comply with a minimum of 33 1/3% of the current Dietary Reference Intake nutritional needs of a 70+ moderately active female.

2.21.6 Bidders are required to comply with semi-annual menu cycles (four week cycles for each six months).

- 2.21.7** Menu meal pattern must include appropriate portion size and identification of serving utensils to be used for each food item.
- 2.21.8** Menu must provide an indication of serving size of all menu components.
- 2.21.9** Menu must provide identification of serving utensil to be used for each food item.
- 2.22** TIMEFRAME FOR MENU SUBMISSION AND APPROVAL:
- 2.22.1** Following extensive collaboration with the City on planning all menus, the Contractor's Qualified Dietician will complete a computer assisted nutrition analysis of each menu and provide it to the City no less than eight (8) calendar weeks in advance of implementation. The City's Qualified Dietician will assure that provided menus comply with the nutritional analysis of each menu and will sign an Attestation Statement so certifying. Approved menu cycles may be repeated for the time periods of: January to June; and July to December. Menus must also be negotiated, and computer assisted nutritional analysis provided, for shelf stable boxed/emergency lunches and holiday meals.
- 2.22.2** Following the City's Qualified Dietician's analysis, menus will be submitted to the Alliance for Aging six (6) weeks prior to implementation for approval. Bidder should work in collaboration with City's Qualified Dietician in developing the menus in order to ensure compliance and ability of the Contractor to adhere to menu and to discuss ability to meet ethnic and regional preferences, seasoning, and preparation preferences and variety preferences.
- 2.23** MENU ACCEPTABILITY:
- 2.23.1** The City reserves the right to evaluate menu acceptability by its clientele and to require menu revisions when necessary.
- 2.24** MENU SUBSTITUTIONS:
- 2.24.1** Substitutions to the menu must be kept at a minimum and should be recorded and justified to the City. Any substitution of the menu must be in compliance with the City's pre-approved substitution list, which has been included as Attachment C. Substitutions to the approved menu cycles may not be made without prior approval by the City's Qualified Dietician, unless the food item is on the substitution list provided in Attachment C.
- 2.24.2** Substitutions must be a similar nutritional value and may not reduce the nutritional content of the meal.
- 2.24.3** Should the contractor expect that a substitution will be made in the future due to unavailability of an item, the request for substitution of a menu item must be made to the City in writing at least 2 weeks in advance in order to ensure that their consulting dietician has the proper amount of time to advise and approve of a suitable substitution.
- 2.24.4** The Contractor must provide the City a list of any and all substitutions made that include the date of substitution, the original menu items, the substitution made, and the reason for substitution to the City at the end of each month. It is mandatory that City be informed of the reason for substitution to keep on record. In the event that a substitution is made without prior approval, the City will not be responsible for payment for the unapproved menu item. Likewise, any menu item omitted will not be paid for by the City. The cost of said items shall be deducted from the bill at a rate to be determined at the time the contract is awarded. The Contractor shall provide immediate reimbursement for any out-of-pocket expenses incurred by the City when replacing part of or all of a meal that is not delivered or is not wholesome.
- 2.24.5** Contractor must provide a supply of substitution food items to be kept at the meal site in case a substitution is necessary.
- 2.25** SPECIAL MENU PROVISIONS:
- 2.25.1** The Contractor agrees to supply on a monthly basis, at no additional cost to the City, a 2½" square serving of birthday cake per person in place of the regular dessert item on an agreed date.

2.25.2 The Contractor shall provide a traditional Thanksgiving, Christmas, and Easter meal, at no additional cost to the City, on a mutually agreed upon date. These meals will follow the holiday menus supplied by the Contractor and pre-approved by the City's Qualified Dietician and the Alliance for Aging, Inc.

2.25.3 The Contractor agrees to furnish the aforementioned food for special occasions as scheduled by the City after a joint discussion of food service needs and with a seven (7) day advance notice.

2.26 BOXED AND EMERGENCY LUNCHESES:

2.26.1 As the City will be closed during certain holidays as stated in Section II Item B, the Contractor shall be prepared to supply boxed lunches at the same contracted meal unit cost to the City, if requested. The boxed lunch shall be delivered the day before the holiday for the same number of hot meals ordered that day. In addition, up to six (6) picnic meals may be requested by the City annually. These meals must be requested by the City at least one week prior to the serving date. Box lunches and picnic menu must also comply with all nutrition requirements and follow the menus initially provided by the Contractor and pre-approved by the City's Qualified Dietician.

2.26.2 In any contract year, the City may request up to five menus for a take-home meal of non-perishable food for emergency use. The City shall request the non-perishable meals at least one week prior to the planned serving date.

2.26.3 The Contractor agrees to have a contingency plan for supplying meals for at least 7 days in event of natural disasters, such as a hurricane, flood, fire, power failure, employee strikes, late supply shipments and similar circumstances which would prevent the Contractor from furnishing the meals in the usual fashion. Should the event or natural disaster be so severe that 7 days is not sufficient, the City may request additional meals.

2.26.4 It is the responsibility of the City and the Contractor to provide each other with home telephone numbers and/or cell phone numbers for emergency use only.

FOOD SANITATION AND SAFETY

2.27 FOOD PREPARATION AND SAFETY STANDARDS COMPLIANCE:

2.27.1 It is mandated that the Contractor strictly adheres to food preparation and safety standards as stated in Attachment B (Pages 3-133 through 3-139).

2.27.2 All applicable health and sanitation requirements shall be adhered to at the food preparation site/catering facility. Local, State, and Federal program authorities must have the right to inspect the premises and request formal inspection by health officials if deemed necessary.

2.27.3 The food service vendor must not have had any temporary or permanent closures, Administrative Complaints regarding food safety, or 12 or more high priority/significant findings on sanitation inspections within the past 12 months, beginning July 1, 2018. Per Department of Business and Professional Regulation, "high priority violations could contribute directly to a foodborne illness or injury and could pose a direct or significant threat to public health, safety, or welfare." Per Department of Health, "an unsatisfactory inspection means that the violations were a significant threat to public health and sanitation and require correction before the next routine inspection."

2.27.4 Meals may be prepared directly by provider (self-preparation kitchen) which serves one meal site or a central kitchen which serves many sites; or through a written contractual agreement with a vendor (school, restaurant, hospital); or a food service company and must comply with local, state (FAC 64E-11), and, if applicable, federal regulations.

2.28 FOOD SAFETY MANAGEMENT:

2.28.1 The Contractor will provide documentation with its response to this Request for Proposal of their HACCP (Hazard Analysis Critical Control Point) food safety management program that addresses food safety issues such as: time/temperature, cross contamination, personal hygiene, proper storage procedures, holding and cooking of food items. This program must meet or exceed the minimum requirements of federal, state, municipal or other agencies authorized to inspect or accredit the food service operation. The Contractor must maintain this program in formal form at each central kitchen and this document is to be available for review upon request and at each annual inspection conducted by program staff or their representative.

2.29 STATE INSPECTIONS:

2.29.1 The Contractor must provide documentation with this Request for Proposal of the food preparation inspections conducted by state regulatory authorities within the previous six months.

2.29.2 The Contractor must provide documentation of the three most recent food preparation inspections conducted by the state regulatory authority.

2.29.3 Following the award of contract, the City shall receive copies of inspection reports of the Contractor's facilities completed by health, sanitation, and safety officials within seventy-two (72) hours after receipt of the above by the contractor.

2.29.4 The Contractor must provide a written plan of correction for any high priority or significant findings on sanitation inspections.

2.29.5 The Contractor must notify the City immediately for any closures or Administrative Complaints regarding food safety; and notify the City within 24 hours of any sanitation inspections.

2.30 DELIVERY STANDARDS:

2.30.1 The Contractor shall be responsible for the operation, insurance and maintenance of vehicles used in the delivery of food, supplies, etc. The Contractor will transport all food items in their own enclosed vehicles appropriate for delivery. All food transport equipment will be purchased, kept clean and be well-maintained by the Contractor. Food shall be packaged in equipment capable of maintaining hot food at 135° F or higher and cold food at 41° F or lower until the final site destination. The Contractor's personnel shall place cold food in the refrigeration units upon delivery to the City's meal site. All milk is to be iced down. The ice must be in a solid state at time of delivery. Temperatures of food at delivery will be confirmed with Contractor's personnel at arrival.

2.30.2 In addition, the Contractor must deliver one home delivered test meal per month to the City's administrative office following the last delivery of the driver's route in order for the City to check temperature as part of quality compliance measure. If a problem with home delivered food temperatures is detected, more frequent monitoring will be conducted to ensure the problem is resolved. Documentation of the monitoring results will be maintained by the City.

2.30.3 The contractor must provide a description of the vendor's delivery standards and sanitation that includes holding temperatures for transporting and serving food.

2.31 OTHER INSPECTIONS:

2.31.1 The food preparation facility will be inspected annually by the City. Failure to comply with applicable health requirements shall result in termination of the contract.

2.31.2 The City's Qualified Dietician, the DOEA, and Alliance for Aging staff shall be able to inspect food preparation, packaging, and storage areas at any time.

2.32 DISPOSABLE SUPPLIES:

2.32.1 Each Contractor shall provide specifications of the disposable items they propose to use and shall provide samples of their proposed packaging with the bid submittal. The Contractor

shall be responsible for providing the following single service supplies to both congregate and home delivered sites with the following minimum specifications:

- 2.32.1.1** 6 ounce Styrofoam cups for coffee, tea, juice, or water for congregate meals;
- 2.32.1.2** 8 ounce Styrofoam soup bowls for soups, stews, chili, etc.;
- 2.32.1.3** 5 compartment, sturdy Styrofoam tray for congregate meals (in which at least three (3) compartments will hold half a cup of liquid each without spillage into other compartments);
- 2.32.1.4** 3 or 4 compartment, aluminum tray with fitted lid for home delivered meals.
- 2.32.1.5** Plastic coffee stirrers
- 2.32.1.6** 7"–8" individually wrapped straws;
- 2.32.1.7** Plastic-ware and napkins sealed in cellophane packets to include: non-brittle, heavy duty plastic fork, spoon, serrated knife, 3-ply napkin, and a packet of iodized salt (1/3 ounce portion) and a packet of pepper (1/16 ounce portion);
- 2.32.1.8** Individual packets of condiments to include ketchup, mustard, mayonnaise, tartar sauce, and relish will be provided when necessary to complete the meal. Salad dressing will be delivered in gallon jars/bottles on an as needed basis. Vinegar shall be provided when greens are on the menu;
- 2.32.1.9** The delivery of disposable supplies shall occur at a time mutually convenient to the City and the Contractor. The number of surplus supplies to be stored at the Congregate Meal site shall be agreed upon by the City and the Contractor.
- 2.32.1.10** Coffee, tea bags, individual packets of sugar, sugar substitute, milk and/or non-dairy creamer will be supplied by the Contractor on an as needed basis.

2.33 FOOD STANDARDS:

2.33.1 The Contractor shall purchase all foods used in the preparation of meals pursuant to this contract. All food purchased shall be of good quality and shall be obtained from sources which conform to federal, state, and local regulatory standards for quality, sanitation and safety. Only commercially processed, frozen, or canned foods or food approved by the USDA and the FDA may be used. No food prepared, frozen or canned in the home may be used in meals. When delivered to the nutrition site and client's home, the food shall be wholesome and of good quality.

2.33.2 The portion of the meal for which NSIP funding is received must be food grown in the US. The Contractor must provide City with a letter stating the percentage of US grown food that is utilized in the preparation of the menus.

2.33.3 No salt, "Accent", or other sodium condiment may be used in the preparation of food. No individual meal shall exceed 100 mg of sodium. No added sugar may be used. The use of saturated fats must be restricted in the menu planning and meal preparation.

2.34 2020 Edition of the *DOEA Program and Services Handbook*. The Contractor shall ensure and abide by all of the *Food Service Contract Provisions* described on Pages 3-143 through 3-147 of Chapter 3 of the 2020 Edition of the *DOEA Programs and Services Handbook*, which can be found attached hereto as Attachment B.

END OF SECTION 2

EXHIBIT B – FEE SCHEDULE

Chebere Appetite Inc./ Sergio's Catering will provide the Services to City of Miami Springs based on the following rates:

The prices for congregate meals bulk is \$4.25

The price for home delivered breakfast is \$2.15

The price for home delivered lunch is \$5.85

The price for Emergency Shelf Stable shall be agreed upon in writing by City Manager and Contractor, as needed.

Meals are based on the four - cycle four-week menus attached which are designed for the nutrition of adults by a licensed nutritionist, meeting the usual, one-third RDA required.

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-20/21**

ATTACHMENT B

Attachment B of this RFP is comprised of excerpts from Chapter 3 of the 2020 Edition of the DOEA *Programs and Services Handbook*. The excerpts are listed as follows and provided herein:

- Pages 3-106 through 3-129: Menu Review and Approval;
- Pages 3-130 through 3-132: Food Purchasing/Preparation Standards;
- Pages 3-133 through 3-139: Food Preparation and Safety Standards; and
- Pages 3-143 through 3-147: Food Service Contract Provisions

A complete copy of Chapter 3 of the DOEA *Programs and Services Handbook* can be found online by visiting this link: <https://allianceforaging.org/wp-content/uploads/2020Chapter3OlderAmericansAct.pdf>

MENU REVIEW AND APPROVAL:

- A. Menu Planning:** The menus shall be planned and provided to the qualified dietitian for review no less than **six calendar weeks** in advance of implementation.
- B. Menu Approval:** All menus must be approved at least **four calendar weeks** prior to implementation. All menus must be approved in writing by a qualified dietitian. The approving qualified dietitian's signature and date must be documented on each page of the approved and posted menu. The approving signature verifies that all menus comply with DOEA menu standards and applicable supporting nutrient analysis documentation is maintained. The AAA qualified dietitian or the nutrition program Qualified Dietitian may approve the menus. A qualified dietitian employed by the food vendor may not approve the menus, because this is a conflict of interest.
- C. Menu Cycle:** Nutrition Programs may choose to offer two types of menu cycles:
- 1. Preselect Menu:** daily menu offers only one entrée; or
 - 2. Selective Daily Menu:** offers two to three entrée choices.

The preselect menu cycle shall be no less than 4 weeks in rotation of different food combinations to assure variety of colors, flavors, and textures. Preselect cycle menus shall run for a maximum of six months before changing, and food items should not be repeated on consecutive days or consecutive days of the week.

Meal sites offering a selective menu (i.e., buffet style meal service or kiosk) may decrease the menu rotation and the same menu item may be repeated on consecutive days or consecutive days of the week. However, the program must monitor acceptance and ensure menu fatigue is avoided. Selective menus shall run for a maximum of six months before changing.

- D. Menu Revisions:** The AAA or nutrition program qualified dietitian may require menu revisions based upon a review or the results of client satisfaction surveys. Requested menu revisions will be given to the service provider at least two weeks prior to scheduled menu implementation.
- E. Menu Corrections:** Copies of corrected menus must be resubmitted to the AAA or nutrition program qualified dietitian within one week of receipt of comments or as otherwise directed.

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- F. Menu Posting:** Approved preselect menus shall be dated and posted in a conspicuous location at each congregate nutrition site in a font size large enough for easy review by the participants. Nutrition programs that prepare their meals must also post a copy of their menus in the food preparation area.

Select Menu (i.e., buffet style or kiosk) approved menu shall be dated and posted on/near the buffet style serving line and should be printed in font size large enough for easy review.

- G. Menu Retention:** Dated and approved menu with supporting menu related documents must be kept on file, as served for a period of two years for audit purposes.
- H. Menu Adherence:** Approved menus shall be followed as written.
- I. Menu Substitutions:** A comprehensive menu substitution policy and procedure must be developed and approved by the nutrition program's qualified dietitian. The menu substitution policy must be available for the site manager's use. Each meal site shall maintain an on-site record of all substitutions that occur during the calendar year. Menu substitutions shall be minimal, but are allowed under the following conditions:
1. Menu substitutions must be from the same food group and provide equivalent nutritional value. For example, a fruit high in Vitamin C must be substituted with another fruit high in Vitamin C.
 2. Prior to use the nutrition program's qualified dietitian must approve the menu substitution policy and procedures and the menu substitution list. It is encouraged that the menu substitution list be inclusive and thorough.
 3. Documentation of all menu substitutions must be kept on file for at least two years for monitoring purposes. The documentation must include the date of substitution, the original menu item, the substitution made, the reason for the substitution and the signature of the employee authorizing the substitution. Finally, the volume and frequency of substitutions must be justified by the reasons provided. For example, a seasonal fruit may be substituted for a canned fruit.

J. Menu Development:

1. Menus should be developed with consideration for the:
 - a. Special needs of the elderly;
 - b. Religious, ethnic, cultural, and regional dietary practices or preferences of clients, if reasonable and feasible;
 - c. Variety of food and preparation methods including color, combinations, texture, size, shape, taste, and appearance;
 - d. Seasonal availability of foods;
 - e. Availability of equipment for food preparation or meal delivery service; and
 - f. Budget.
2. **Menu Development Methods:** Menus may be developed using two different methods, computer assisted nutrient analysis or component meal pattern.
 - a. The computer assisted nutrient analysis method.
 - b. The component meal pattern menu development method..

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3. **Nutrient Requirements:** All meals, regardless of development method, will provide each participating older individual with a minimum of 33 1/3 percent of the current Dietary Reference Intake (<http://fnic.nal.usda.gov/dietary-guidance/dietary-reference-intakes>) and comply with the current Dietary Guidelines for Americans. The values required meet the nutritional needs of a moderately active 70+ female, reflecting the predominant state wide demographic. The AAA may authorize a Nutrition Program to alter the nutrient requirements of their menus if most the senior population served by the Nutrition Program differs from the statewide demographic. DOEA must be provided advance notification, in writing of the demographic differences of the site(s) and the exact menu changes.

4. **Computer Assisted Nutrient Analysis Menu Development:** This method of menu development must comply with the following:
 - a. DOEA menu development standards ensuring compliance with the most recent edition of the Dietary Guidelines for Americans, published by the Secretary of Health and Human Services and the Secretary of Agriculture (<http://www.health.gov/dietaryguidelines/>);
 - b. Providing a minimum of 33 1/3 percent of the Dietary Reference Intake/Adequate Intake (DRI/AI) for moderately active 70+ females as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences, if one meal is provided per day;
 - c. Providing a minimum of 66 2/3 percent of the DRI/AI, for a moderately active 70+ female, if two meals are provided per day;
 - d. Providing 100 percent of the DRI/AI, for a moderately active 70+ female, if three meals are provided per day;
 - e. Any special dietary needs of program clients to the maximum extent practicable; and
 - f. Applicable provisions of state or local laws regarding the safe and sanitary handling of food, equipment, and supplies used in the storage, preparation, service, and delivery of meals to an older individual. Ref. Chapter 64-E-11-Food Hygiene, F.A.C. (<http://fac.dos.state.fl.us>).

Computer-Assisted Menu Development Requirements:

Targeted Nutrients: Table One represents the most current Dietary Reference Intakes and daily compliance range for target nutrients. The following nutrients are required to be analyzed for each component of each menu item: calories, protein, fat, fiber, calcium, zinc, sodium, potassium, vitamin B6, vitamin B12, vitamin C, and vitamin A (vegetable-derived/carotenoid sources). Calories, protein, fat, fiber, calcium, vitamin B6, and vitamin C must be provided in adequate amounts daily. Vitamin A, vitamin B12, zinc, magnesium, sodium, and potassium may be averaged over one week. Sodium may be averaged over one week; however, no one-meal amount may exceed 1000 milligrams. It is recommended that fortified foods should be used to meet vitamin B12 needs. Holidays and birthday celebration meals (two or fewer meal types per calendar month) may be excluded from the nutrient analysis.

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	1 meal/day 33 1/3 % DRI/AI	2 meals/day 67% DRI/AI	3 meals/day 100% DRI/AI
Macronutrients			
Kilocalories (1)	600	1200	1800
Protein grams (1) ~20% of total Kcal >14 grams from entrée per meal	30	60	90
Carbohydrate grams (1) ~50% of total Kcal	75	150	225
Fat grams (1) 20-35% of total Kcal	20	40	60
Saturated fat (1) <10% total Kcal	Limit intake		
Added sugars (1) <10% of total Kcal or 45 grams/day	Limit intake		
Dietary Fiber grams (2)	7	14	21
Vitamins			
A *(ug/d)(2)	233	46	700
C (mg/d) (2)	25	50	75
D (mcg/d) (2)	*6.7	*13.3	*20
E (mg/d) (2)	5	10	15
Thiamine (mg/d) (2)	0.37	0.73	1.1
Riboflavin (mg/d) (2)	0.37	0.73	1.1
B6 (mg/d) (2)	0.5	1.0	1.5
Folate (ug/d) (2)	133	267	400
B12 (mcg/d) (2)	0.8	1.6	2.4
Minerals			
Calcium (mg/d) (2)	400	800	1200
Copper (ug/d) (2)	300	600	900
Iron (mg/d) (2)	2.7	45.3	8
Magnesium (mg/d) (2)	106.7	213.3	320
Zinc (mg/d) (2)	2.7	5.3	8
Potassium (mg/d) (1))	1567	3134	4700
Sodium (mg/d) (1)	<767	<1533	<2300

RDA's are in bold type and AI's are in ordinary type followed by an asterisk ().

- (1) Value for 70+, moderately active female, USDA interpretation of the Dietary Guidelines for Americans 2015 U.S. Department of Agriculture. U.S. Department of Health and Human Services. <http://www.health.gov/dietaryguidelines/2015/guidelines/appendix7/>
- (2) Used highest DRI value for ages > 70-year-old female by Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences, includes the 2015 updated recommendations for calcium and vitamin D.

Component Meal Pattern Requirements for Menu Development: This method of menu development must comply with the following:

- A. DOEA menu development standards ensuring the most recent edition of the Dietary Guidelines for Americans, published by the Secretary of Health and Human Services and the Secretary of Agriculture (<http://fnic.nal.usda.gov/dietary-guidance/dietary-reference-intakes/dri-tables>).
- B. Provide the minimum meal servings of the 1800-calorie component meal pattern to reflect the current Dietary Guidelines for Americans and USDA Food Intake Pattern calorie levels for a moderately active 70+-year-old female;
- C. Provide a minimum of two times the minimum meal servings of the 1800-calorie component meal pattern, if two meals are provided per day;
- D. Provide a minimum of three times the minimum meal servings of the 1800-calorie component meal pattern, if three meals are provided per day;
- E. Any special dietary needs of program clients to the maximum extent practicable; and
- F. Applicable provisions of state or local laws regarding the safe and sanitary handling of food, equipment and supplies used in the storage, preparation, service, and delivery of meals to an older individual. Ref. Chapter 64-E-11- Food Hygiene, F.A.C. (<http://fac.dos.state.fl.us>).

The 1800-calorie component meal pattern has been developed to reflect the current Dietary Guidelines for Americans and USDA Food Intake Pattern calorie levels for a moderately active 70+-year-old female (requirements for those programs that are not using computerized nutrient analysis). Holidays and birthday celebration meals (two or fewer meal types per calendar month) may be excluded from the component meal pattern requirement. The component meal pattern may be deficient in vitamin E, vitamin B12, and Zinc, therefore additional nutrition education for participants on the selection of foods that are good sources of these nutrients shall be provided.

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Items that provide the following target nutrients should be identified on the menu.

Vitamin C – must provide at least 25 mg per meal.

Vitamin A – must provide at least 233 ug at least three times per week,

Menu Focus: Whole grains and high fiber foods should be included as much as possible. It is recommended that fortified foods should be used to meet vitamin B12 needs. The use of nutrient dense foods, as well as fortified and enriched products, should be a priority.

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DIETARY GUIDELINE MEAL PATTERN REQUIREMENT FOR ONE MEAL PER DAY

Food Group	Servings/Meal	Daily Dietary Guideline Recommendations
Grains	2 servings: (1/2 cup (cooked) pasta or rice, 1 cups cereal, 1 slice of bread (1 ounce each)	6-ounce equivalent servings daily. Include 3-ounce equivalent of whole grain high fiber foods
Vegetable	1.7 servings: 3/4 cup cooked or 1-1/2 cups raw equivalent measure (may serve an additional fruit instead of a vegetable)	2 ½ cups (5 servings daily). Serve a variety of vegetables, including those that are dark green, red, and orange.
Fruit	1 serving: ½ cup (4 ounces) or equivalent measure	1.5 cups (4 servings daily) Focus on whole fruits and include those that are deeply colored fruits such as oranges.
Dairy	1 serving: 1 cup (8 ounces) or equivalent measure	3, 1-cup equivalent servings daily. Select low-fat products
Protein Foods	1.7 serving: 2-ounce edible portion or equivalent measure	5 ounce-equivalent servings daily
Fat	1 serving: 1 teaspoon or equivalent measure is optional	Select foods lower in fat and saturated fat. Limit total fat to 30%, saturated 10% (20%)
Dessert	Optional	Select foods high in whole grains, low in fat and sugar
Optional Beverages: Water, coffee, tea, decaffeinated beverages, fruit juices.	8 ounces, minimum, per seasonal preferences	

*Limit saturated fat, sodium, and added sugar

The Dietary Guideline Meal Pattern is based on the DRI for energy. It provides approximately 600 calories per meal. The number of servings for each food group is based on the USDA's ChooseMyPlate.gov for food groups and. These profiles represent the quantities of nutrients and other components that one can expect to obtain on average from one serving of food in each group. Serving sizes are based on the MyPlate (<http://www.choosemyplate.gov>). Although this meal pattern is based on food servings recommended in the Dietary Guidelines and Choose My Plate, it does not ensure that meals meet 1/3 of the DRI/AI and Dietary Guidelines.

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Food Group Components and Serving Sizes: Serving size shall meet or exceed the guidelines listed in this section. Some foods are classified in more than one food group. However, a serving of a food can only be counted in one food group within the same meal. For example, dried beans may be counted as either a meat alternate serving or as a vegetable serving, but not both in the same meal. Likewise, cottage cheese may be counted as either meat alternate serving or milk alternate serving, but not both.

- A. Grains:** A serving of bread is generally 1 slice (1ounce); ½ cup pasta or grain product, or 1 ounce of ready-to- eat cereal. A variety of enriched and/or whole grain bread products, particularly those high in fiber are recommended. Serving sizes are:

Grains		Amount that counts as 1-ounce equivalent of grains	Common Portions and ounce equivalents
Bagels	WG*: whole wheat RG*: plain, egg	1 “mini” bagel	1 large bagel = 4-ounce equivalents
Biscuits	(baking powder/buttermilk–RG*)	1 small (2” diameter)	1 large (3” diameter) = 2-ounce equivalents
Breads	WG*: 100% whole wheat RG*: white, wheat, French	1 regular slice 1 small slice French 4 snack-size slices rye bread	2 regular slices = 2-ounce equivalents
Bulgur	Cracked wheat (WG*)	1/2 cup cooked	
Cornbread	(RG*)	1 small piece (2 ½ “X 1 ¼” X 1 ¼”)	1 medium piece (2 ½” X 2 ½” X 1)¼”) = 2-ounce equivalents
Crackers	WG*: whole wheat, rye, RG*: saltines, snack crackers	5 whole wheat crackers 2 rye crisp breads 7 square or round crackers	
English muffin	WG*: whole wheat RG*: plain, raisin	1/2 muffin	1 muffin = 2-ounce equivalents

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Grains		Amount that counts as 1 ounce equivalent of grains	Common Portions and ounce equivalents
Muffins	WG* whole wheat RG* bran, corn, plain	1 small (2 ½ "diameter)	1 large (3 ½" diameter) = 3-ounce equivalents
Oatmeal	(WG)	½ cup cooked 1 packet instant 1 ounce (1/3 cup) dry (regular or Quick)	
Pancakes	WG*: whole wheat, buckwheat RG*: buttermilk, plain	1 pancake (4 ½ "diameter) 2 small pancakes (3" diameter)	3 pancakes (4 ½ "diameter) = 3-ounce equivalents
Ready-to-eat breakfast cereal	WG* toasted oat, whole wheat flakes RG* corn flakes, puffed rice	1 cup flakes or rounds 1 ¼ cup puffed	
Rice	WG*: brown, wild RG*: enriched, white, polished	½ cup cooked 1 ounce dry	1 cup cooked = 2 ounce equivalents
Pasta- spaghetti, macaroni noodles	WG*: whole wheat RG*: enriched, durum	½ cup cooked 1 ounce dry	1 cup cooked = 2-ounce equivalents
Tortillas	WG*: whole wheat, whole grain corn RG*: flour, corn	1 small flour tortilla (6" diameter) 1 corn tortilla (6" diameter)	1 large tortilla (12" diameter) = 4-ounce equivalents

*WG = whole grains, RG = refined grains. This is shown when products are available both in whole grain and refined grain forms. Source: ChooseMyPlate.gov.

1. Increase servings of whole grain, wheat, bran, rye bread, and cereal products, to provide adequate complex carbohydrates and fiber.
2. Limit high-fat bread and bread-alternate selections such as biscuits, quick bread, muffins, cornbread, dressings, croissants, fried hard tortillas and other high fat crackers to limit total fat as well as saturated fat.
3. Bread alternates do not include starchy vegetables such as potatoes, sweet potatoes, corn, yams, or plantains. These foods are included in the vegetable food group.

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- B. Vegetables:** A serving of vegetable, including dried beans, peas, lentils, lima beans, potato, plantains, sweet potato, and corn is generally the following:

	Amount that counts as 1 cup of vegetables	Amount that counts as ½ cup of vegetables
Dark Green Vegetables		
Broccoli	1 cup chopped or florets 3 spears 5" long raw or cooked 1 cup cooked	
Spinach	1 cup cooked 2 cups raw is equivalent to 1 cup of vegetables	1 cup raw is equivalent to ½ cup of vegetables
Raw leafy greens: spinach, romaine, watercress, dark green leafy lettuce, endive, escarole	2 cups raw is equivalent to 1 cup of vegetables	1 cup raw is equivalent to ½ cup of vegetables
Red and Orange Vegetables		
Carrots	1 cup, strips, slices, chopped, raw, or cooked 2 medium 1 cup baby carrots (about 12)	1 medium carrots About 6 baby carrots
Tomatoes	1 large raw whole (3") 1 cup chopped, sliced, raw, canned, or cooked	1 small raw whole (2 ¼" diameter) 1 medium canned
Tomato juice	1 cup	½ cup
Sweet potato	1 large baked (2 ¼" or more diameter) 1 cup sliced or mashed, cooked	
Winter squash (acorn, butternut, hubbard)	1 cup cubed, cooked	½ acorn squash, baked = ¾ cup
Beans and Peas		
Dry beans and peas (such as black, garbanzo, kidney, pinto, soy bean beans, black eyed peas, or split peas)	1 cup whole or mashed, cooked	

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	Amount that counts as 1 cup of vegetables	Amount that counts as ½ cup of vegetables
Starchy Vegetables		
Corn, yellow, or white	1 cup 1 large ear (8" to 9" long)	1 small ear (about 6" long)
Green peas	1 cup	
White potatoes	1 cup diced, mashed 1 medium boiled or baked potato (2 ½" to 3" diameter) French fried: 20 medium to long strips (2 ½" to 4" long) (Contains added calories from solid fats.)	
Other Vegetables		
Cabbage, green	1 cup, chopped or shredded Raw or cooked	
Cauliflower	1 cup pieces or florets raw or cooked	
Celery	1 cup, diced or sliced, raw or cooked 2 large stalks (11" to 12" long)	1 large stalk (11" to 12" long)
Cucumbers	1 cup raw, sliced, or chopped	
Green or wax beans	1 cup cooked	
Green peppers	1 cup chopped, raw, or cooked 1 large pepper (3" diameter, 3 ¾" long)	1 small pepper
Lettuce, iceberg or head	2 cups raw, shredded, or chopped = equivalent to 1 cup of vegetables	1 cup raw, shredded, or chopped Equivalent to ½ cup of vegetables
Onions	1 cup chopped, raw, or cooked	
Summer squash or zucchini	1 cup cooked, sliced, or diced	

Source: <http://www.ChooseMyPlate.gov>

1. Fresh or frozen vegetables are preferred.
2. Vegetables as a primary ingredient in soups, stews, casseroles, or other combinations dishes should total ½ cup per serving.

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C. **Fruits:** A serving of fruit is generally the following:

	Amount that counts as 1 cup of fruit	Other amounts (count as ½ cup of fruit unless noted)
Apple	½ large (3.25" diameter) 1small (2.5" diameter)1 cup sliced or chopped, raw or cooked	½ cup sliced or chopped, raw or cooked
Applesauce	1 cup	1 snack container (4 oz.)
Banana	1 cup sliced 1 large (8" to 9" long)	1 small (less than 6" long)
Cantaloupe	1 cup diced or melon balls	1 medium wedge (1/8 of a medium melon)
Grapes	1 cup whole or cut-up 32 seedless grapes	16 seedless grapes
Grapefruit	1 medium (4" diameter) 1 cup sections	½ medium (4" diameter)
Mixed fruit (fruit cocktail)	1 cup diced or sliced, raw or canned, drained	1 snack container (4 oz.) drained = 3/8 cup
Orange	1 large (3-1/16" diameter) 1 cup sections	1 small (2-3/8" diameter)
Orange, mandarin	1 cup canned, drained	
Peach	1 large (2 ¾" diameter) 1 cup sliced, diced, raw, cooked, or canned, drained 2 halves, canned	1 small (2" diameter) 1 snack container (4 oz.) drained = 3/8 cup
Pear	1 medium pear (2.5 per lb.) 1 cup sliced, diced, raw, cooked, or canned, drained	1 snack container (4 oz.) drained = 3/8 cup
	Amount that counts as 1 cup of fruit	Other amounts (count as ½ cup of fruit unless noted)
Pineapple	1 cup chunks, sliced or crushed, raw, cooked, or canned, drained	1 snack container (4 oz.) drained = 3/8 cup
Strawberries	About 8 large berries 1 cup whole, halved, or sliced, fresh or frozen	½ cup whole, halved, or sliced
Watermelon	1 small wedge (1" thick) 1 cup diced or balls	6 melon balls
Dried fruit (raisins, prunes, apricots, etc.)	1/cup dried fruit is equivalent to 1 cup fruit. ½ cup raisins; ½ cup prunes; 1/cup dried apricots	¼ cup dried fruit is equivalent to ½ cup fruit 1 small box raisins (1.5 oz.)
100% fruit juice (orange, apple, grape, grapefruit, etc.)	1 cup	½ cup

Source: <http://www.ChooseMyPlate.gov>

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1. Frozen or canned fruit must be packed in juice or water.
2. Title III funds may only pay for full strength fruit juices. The only exception to this requirement is cranberry juice.

D. Dairy:

1. One cup low-fat, fat-free, buttermilk, low-fat chocolate milk, soy milk, or lactose-free milk fortified with Vitamins A and D should be used. Milk should be served from its original container, usually 8 ounces in size. Any deviations from this policy should be submitted in writing to the AAA's qualified dietitian for approval.
2. Low-fat or fat-free milk is recommended for the general population.
3. Powdered dry milk or evaporated milk may be served at congregate meal sites, but not for the main meal except for cultural or religious reasons. Each powdered milk or evaporated milk serving size must be equivalent to one cup of milk. Powdered milk may be used with frozen home-delivered meals and emergency meals.
4. Dairy alternates, listed in the chart below, may be provided in place of milk (for the equivalent of one cup of milk).
5. All milk containers must have a clearly labeled expiration date.
6. Policies and procedures shall be developed, and implemented, to address instances when milk is received, e.g., without an expiration date, past the expiration date, past the sell-by date, past the best-by date, or past the use by date.

Dairy Alternates
1 cup yogurt
1 ½ ounce hard cheese (Cheddar, Monterey, Provolone, Colby, American Mozzarella, Swiss, Parmesan) or 2 ounces processed cheese (American)
8 ounces tofu (processed with calcium salt)
1 ½ cup ice milk/ice-cream
1 ½ cup cottage cheese 1% fat
1 ½ cup custard

Source: <http://www.ChooseMyPlate.gov>

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- E. Protein Foods:** Two to three ounces edible portion of meat, poultry, fish, or meat alternate (or a combination of) should be provided for the lunch or supper meal. Meat serving weight is the edible portion, not including skin, bone, or coating. A one-ounce equivalent of a meat alternate includes:

	Amount that counts as 1 ounce equivalent in the Protein Foods Group	Common portions and ounce equivalents
Meats	1 ounce cooked lean beef 1 ounce cooked lean pork or ham	1 small steak (eye, round, or filet) = 3 ½ to 4-ounce equivalents 1 small lean hamburger = 2 to 3-ounce equivalents
Poultry	1-ounce cooked chicken or turkey, without skin 1 sandwich slice of turkey (4 ½" x 2 ½ x" 1/8")	1 small chicken breast half = 3-ounce equivalents ½ cornish game hen = 4-ounce equivalents
Seafood	1-ounce cooked fish or shell fish	1 can tuna, drained = 3 to 4-ounce equivalents 1 salmon steak = 4 to 6-ounce equivalents
Eggs	1 egg	3 egg whites = 2-ounce equivalents 3 egg yolks = 1-ounce equivalents
Nuts and seeds	½ ounce of nuts (12 almonds, 24 pistachios, 7 walnut halves) ½ ounce of seeds (pumpkin, sunflower, or squash seeds, hulled, roasted) 1 Tablespoon of peanut butter or almond butter	1 ounce of nuts or seeds = 2-ounce equivalents
Beans and peas	¼ cup of cooked beans (black, kidney, pinto, or white beans) ¼ cup of cooked peas (chickpeas, cowpeas, lentils, or split peas) ¼ cup of baked beans, refried beans ¼ cup (about 2 ounces) of tofu 1 oz. tempeh, cooked ¼ cup roasted soybeans 2 Tablespoons of hummus	1 cup split pea soup = 2-ounce equivalents 1 cup lentil soup = 2-ounce equivalents 1 cup bean soup = 2-ounce equivalents 1 soy or bean burger patty = 2 ounce equivalents

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1. A one ounce serving or equivalent portion of meat, poultry, or fish may be served in combination with other high protein foods.
2. Except to meet cultural and religious preferences and for emergency meals, avoid serving dried beans, peas or lentils, peanut butter or peanuts, and tofu for consecutive meals or on consecutive days.
3. Cooked dried beans, peas, or legumes intended as the meat alternative for any meal may not also count toward the fruit/vegetable requirement for the same meal.
4. Nuts and seeds may be used to meet no more than one-half of the meat alternative meal requirements, and must be appropriately combined with other meats/meat alternates to fulfill the requirement.
5. Cured meat products, such as ham, smoked or polish sausage, corned beef, dried beef, luncheon meats, and hot dogs are very high in sodium and the use of these type products must be limited to no more than once a week. Bacon is not considered a meat alternate, since it provides primarily fat, sodium, and few other nutrients.
6. Vegetable protein products or textured vegetable protein (VPP or TVP) are low cost alternatives and are effective in increasing the protein intake of program clients. The recommended ratio of protein product to meat is 20:80.
7. Imitation cheese (which the Food and Drug Administration defines as one not meeting nutritional equivalency requirements for the natural, non- imitation product) cannot be served as meat alternates.

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Portion Control Guide—Protein Foods	
Food Item	Required Portion Size = 3 ounces
Cottage cheese—2 ounces by weight = ¼ cup	6 ounces by weight = ¾ cup
Chicken	1 drumstick and 1 thigh or ½ breast = 3 ounces
Chili, soups	Must serve at least 1 ½ cup containing 3 ounces of meat or meat alternate to provide one meal
Cooked dried beans and peas	1 ½ cup
One egg = 1 ounce	3 eggs
Lasagna, Macaroni and Cheese, Beef or other Meat Stew, Meat Casseroles	1 ½ cup
Meat Loaf 1 slice 2" x 4" x 2" = 4 ounces	4 ounces (yield from a 20" x 12" x 2" pan = 33 servings)
Pizza 3 ¼ "x 7" = 3 ounces M/MA	10 servings per 18" x 26" pan or 5 + servings from 12" x 20" pan
Roast Meats	3 ounces
Sandwiches, sliced meats/cheese Salad type fillings	3 ounces 3 ounces = ¾ cup filling
Spaghetti sauces with ground beef	1 cup
Tofu	4 ounces

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F. Prepared Fish Products:

Fish Product	Serving or Portion Size
Fish sticks, Frozen Fried Breaded, 60 percent fish	Six 1-ounce sticks = 3 ounces cooked fish
Fish sticks, Frozen Raw Breaded, 72 percent fish	Six 1-ounce sticks = 3 ounces cooked fish
Fish portions, Frozen, Fried Battered. There is no standard portion for this product. Specify 45 percent fish and require a certificate of inspection	9-ounce portion = 3 ounces cooked fish
Fish portions, Frozen, Fried Breaded	6-ounce portion = 3 ounces cooked fish
Fish portions, Frozen, Raw Breaded 75 percent fish	6-ounce portion = 3 ounces cooked fish
Fish portions, Frozen, Unbreaded	4-ounce portion = 3 ounces cooked fish

G. Additional Menu Development Considerations:

- Canned Soups:** Most canned soups do not contain enough meat to make a substantial contribution to the meat requirement. For example: Bean soup or Pea Soup: A 1-cup serving of soup contains $\frac{1}{2}$ cup beans or peas. This is equivalent to one ounce of Meat/Meat Alternative. It would take 3 cups to provide the required 3 ounces of Meat/Meat Alternative.
- Hot Dogs/Frankfurters:** Red meat (beef, pork, etc.) and poultry (turkey, chicken) hot dogs that do not contain meat by products, cereals, binders, or extenders:
 - 1 ounce of product provides 1 ounce of cooked lean meat. Look for products labeled "All Meat", "All Beef", "All Pork", etc. If a single hotdog equals 2 ounces, it will take one and a half hot dogs to equal a 3-ounce portion.
 - Hot dogs containing meat by-products, cereals, binders, or extenders are not acceptable on an ounce-for-ounce basis. Product labeling will indicate the presence of any such ingredients.

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- c. If using hotdogs containing extenders or binders, only the cooked or lean meat portion of the product can be used toward the Meat/Meat Alternatives requirement. Obtain product information from the manufacturer if necessary.

H. Accompaniments, Condiments, and Product Substitutes:

1. Include traditional meal accompaniments as appropriate, e.g., condiments, spreads, and garnishes. Examples include: mustard and/or mayonnaise with a meat sandwich, tartar sauce with fish, salad dressing with tossed salad, and margarine with bread or rolls. Whenever feasible, provide reduced fat alternatives.
2. Salt substitutes shall **not** be provided. Sugar substitutes, pepper, herbal seasonings, lemon, vinegar, non-dairy coffee creamer, salt, and sugar may be provided, but shall not be counted as fulfilling any part of the nutritive requirements.
3. Sugar, condiments, seasonings or dressings intended for self-service use shall be provided only in individual packages or from dispensers that protect their contents.

I. Fat:

1. Minimize use of saturated fat in food preparation. Fats should be primarily monounsaturated and polyunsaturated vegetable oils, such as olive, peanut, corn, safflower, canola, cottonseed, and soybean oils.
2. The use of butter or fortified margarine as a spread for the bread is optional because of the emphasis on reducing fat content of the meals.

J. Desserts:

1. Dessert may be provided as an option to satisfy the caloric requirements or for additional nutrients. However, effort must be made to limit the amount of added sugar in the food preparation.
2. Preferred desserts include fresh, frozen, or canned fruit packed in their own juice, and low-fat products made with whole grains and/or low-fat milk.

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3. Pudding made with low-fat milk, low-fat ice cream, ice milk, or frozen yogurt may be served where feasible due to the increased calcium needed by the elderly.
 4. High-fat baked goods such as brownies, cakes, cobblers, cookies, and pies should be limited to once a week.
- K. Beverages:** In addition to beverages listed on the posted menu, drinking water should be available at all times. .
- L. Functional Foods:** Functional foods are foods in which the concentrations of one or more ingredients have been manipulated or modified to enhance their contribution to a healthy diet. Examples include everything from fruits, vegetables, grains and legumes, to fortified or enhanced foods. Nutrition programs are encouraged to use functional foods in menus whenever possible. Additional information regarding functional foods can be found at <http://www.eatright.org>.
- M. Dietary Supplements:** Dietary supplements encompass a wide range of products, including but not limited to vitamins, minerals, amino acids, and herbs. Although some older adults may need dietary supplements for health enhancement and/or to assist in meeting daily nutrient needs, they cannot be included in nutrition program meals.
- N. Modified Diets:** Modified or therapeutic medical diets may be provided as required by the client's special needs and medical condition.
1. **Documentation:** A written or documented verbal order must be on file for everyone receiving a modified diet, and the order should be reviewed annually with the client's healthcare provider.

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2. **Therapeutic Diet:** A therapeutic diet is an individualized diet prescription written by a medical professional that defines the client's daily intake for specific nutrients, i.e., an insulin-controlled diabetic diet would specify grams of carbohydrates, protein, fat and calories. For each client requiring a therapeutic diet, it is the responsibility of the qualified dietitian to develop an individual diet plan that provides the exact prescription of the prescribing medical professional and is adapted to the individual's food preferences as much as possible. Therapeutic diets require in-depth planning, counseling, and on-going supervision by a qualified dietitian.
3. **Modified/Therapeutic Menu:** Modified or therapeutic menus must be planned and prepared under the supervision of a Qualified Dietitian.
4. **Malpractice Insurance:** It is recommended that any dietitian providing therapeutic diet instruction be covered by malpractice insurance.
5. **Manual of Medical Nutritional Therapy:** A current Florida Manual of Medical Nutritional Therapy must be used as the basis for therapeutic or modified menu planning.
6. **Feasibility/Appropriateness of Modified/Therapeutic Diet:** In determining feasibility and appropriateness, the provider must determine whether:
 - a. There are sufficient numbers of persons needing special menus to make their provision practical.
 - b. The food and skills necessary to prepare the special menus are available in the AAA.
7. **Texture Modified Meals:** Modifying food texture and consistency may help older adults with chewing and swallowing problems. Chopping, grinding, pureeing, or blending foods are common ways to modify food textures. Texture modified food has the same nutritive value of solid foods and can be just as tasty and appealing. Serving sizes should account for any dilution to the food item during the preparation process. Thickened liquids are often required for individuals with dysphagia. The provision of such foods should be planned and prepared under the advice of a qualified dietitian.
8. **Adaptive Equipment:** When feasible and appropriate, reasonable attempts will be made to provide appropriate food containers and utensils for clients with disabilities.

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- O. Emergency Meals:** Nutrition programs are required to develop and have available written plans for continuing services for congregate and home delivered meals during weather-related or other emergencies including food procurement. Programs may offer shelf- stable meals to clients for later use. In accordance with NOI 020520-1-I-SWCBS, Emergency Home Delivered Meals (EHDM) must be reported in CIRTS with the aggregate number of meals received by the Nutrition Provider (after receipt).

Client specific information shall be maintained by the Nutrition Provider for audit purposes. This information must include the following:

- Client Name
- Client Signature
- Client ID Number
- Date of meal received by client

In the event there are no emergencies requiring the distribution of EHDM, Nutrition Providers are responsible for having a distribution plan for these meals.

The guidelines for shelf stable meals are:

9. Nutrient content of the meal must meet all requirements of the program and be approved by the AAA or nutrition program qualified dietitian.
10. Only top-grade, non-perishable foods in intact packages shall be included.
11. Cans are to be easy open, with pull tabs whenever possible.
12. All individual foods packages are to be labeled with expiration dates. All foods must be shelf stable. (Note: Meals with a multiple year shelf life, if stored properly, can be retained from one year to another and may help contain costs.)
13. Fruit and vegetable juices are to be 100 percent pure juices.
14. Dried fruit must be packed in an airtight container.
15. When applicable, easy-to-read preparation instructions should be included.

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- O. Holiday Meals:** Nutrition programs are required to develop and have available written procedures that address congregate meal site holiday closures including, but not limited to, the following items:
- 1.** Holiday closing schedule - The State of Florida recognizes the following holidays for employees: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. Providers must receive prior written authorization from the AAA for any additional planned closing dates. Also, providers must ensure that planned holiday closings do not result in the closure of a congregate meal site for more than four (4) consecutive day meal service days, which may or may not include weekend days.,
 - 2.** Requirements for provision of meals - The provision of congregate services during site closures must be addressed in the AAA/provider contract. Providers must meet all requirements of the program and be approved by the AAA or nutrition program qualified dietitian.
 - 3.** Reporting of meals - Nutrition programs must meet all requirements for reporting of service units

FOOD PURCHASING/PREPARATION STANDARDS:

Food Purchasing and Preparation Standards:

- A. Food Purchasing:** All food purchasing shall be transacted in accordance with DOEA policies and procedures, F.A.C. 64E-11 (Food Hygiene code), state, and federal regulations and food service contract provisions.
- B. Quality, Sanitation, and Safety:** Nutrition programs shall purchase food from sources that comply with all federal, state, and local laws relating to food quality, labeling, sanitation, and safety. Food shall be safe for human consumption, sound and free of spoilage, filth or contamination. Food from unlabeled, rusty, leaking, broken containers or cans with side seam dents, rim dents, or swells shall not be used.
1. Food in hermetically sealed containers shall be processed in an establishment operating under appropriate regulatory authority.
 2. All milk products used and served must be pasteurized. Fluid milk shall meet Grade A quality standards, as established by law.
 3. All meats, poultry, and shellfish shall be obtained from a source that is licensed under a state or federal regulatory program.
 4. Only clean eggs with shells intact and without cracks or checks, pasteurized liquid, frozen, or dry eggs or pasteurized dry egg products shall be used except for commercially prepared and packaged peeled hard-boiled eggs. Pasteurized liquid, frozen, or dry eggs or egg products shall be substituted for shell eggs in the preparation of recipes calling for uncooked eggs, such as Caesar salad, hollandaise or béarnaise sauce, noncommercial mayonnaise, eggnog, ice cream, and egg fortified beverages.
 5. All ready-to-eat, or drink, foods shall have an expiration date, use-by date, sell-by date, or best-by date. All food and drinks must be received prior to the expiration date, use-by date, sell-by date, and/or best-by date.
- C. Commercial Processors of Food:** All foods the provider purchases and uses in a nutrition program for the elderly must meet standards of quality for sanitation and safety applying to commercially processed foods.

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- D. Use of Donated Food:** Nutrition programs may use contributed and discounted foods only if they meet the same standards of quality, sanitation, and safety as apply to foods purchased from commercial sources. Acceptable items include:
1. Fresh fruits and vegetables received clean and in good condition; and
 2. Food collected from a food bank, which can be prepared and served before the expiration date, use-by date, sell-by date, or best-by date.
- E. Unacceptable Food Items:** In accordance with the Florida Food Code, unacceptable items include:
1. Food that has passed its expiration date, use-by date, sell-by date, or best-by date;
 2. Home canned or preserved foods;
 3. Food cooked or prepared in an individual home;
 4. Prepackaged unpasteurized juice (including unpasteurized apple cider);
 5. Any road-kill;
 6. Wild game donated by hunters; and
 7. Fresh or frozen fish donated by sportsmen.
- F. Frozen Foods:** Foods, which are frozen for later consumption by clients, must meet applicable local, state, and federal standards. Equipment and methods for freezing must also meet these standards.
- G. Group Food Purchasing:** Providers are encouraged to participate in group food purchasing or regional or local power buying coalitions provided this method can efficiently and responsibly meet the cultural and/or ethnic culinary needs of congregate and home-delivered meal participants.

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Meal Cost Analysis: Calculation of the full cost of a meal is an essential food service management practice. This information is important for determining a suggested donation per meal and for informing clients of the full cost of the meal.

Meal Cost Calculation: Each program that prepares its own meals shall calculate the component cost of meals provided per the following categories:

- A. **Raw food:** All costs of acquiring foodstuffs to be used in the program.
- B. **Labor:**
 - 1. **Food service operation:** All expenditures for salaries and wages, including valuation of volunteer hours for personnel involved in food preparation, cooking, delivery, serving, and cleaning of dining centers, equipment, and kitchens.
 - 2. **Project management:** All expenditures for salaries and wages, including valuation of volunteer hours for non-food service operations of the program.
- C. **Equipment:** All expenditures for purchase and maintenance of items with a useful life of more than one year or with an acquisition cost of greater than \$1,000.
- D. **Supplies:** All expenditures for items with a useful life or less than one year and an acquisition cost of less than \$1,000.
- E. **Utilities:** All expenditures for gas, electricity, water, sewer, waste disposal, etc.
- F. **Other:** Expenditures for all other items that do not belong in any of the above categories (e.g., rent, insurance, fuel for vehicles) to be identified and itemized.

FOOD PREPARATION AND SAFETY STANDARDS:

- A. Regulations:** In all phases of the food service operation (storage, preparation, service, and delivery of meals), nutrition programs shall adhere to the state and local fire, health, sanitation, and safety regulations applicable to the types of food preparation and meal-delivery systems used by the program. State regulations to the hygienic preparation and serving of food are stated in the Chapter 64E-11, Food Hygiene, F.A.C. (<http://fac.dos.state.fl.us/>). F.A.C. 64E-11 is referenced as the guidelines for all food handling referenced in the “Food Preparation and Safety Standards” section.

If applicable, the current food permits and/or inspection report, issued by the Department of Health or the Department of Business and Professional Regulation shall be posted or on file.

- B. Sanitation Program:** All Title III central kitchens and vendors must maintain a written, formal sanitation program that meets or exceeds the minimum requirements of state, federal, municipal, or other agencies authorized to inspect or accredit the food service operation.
- C. Food Handling, Preparation and Service:** All staff working in the preparation of food must be under the supervision of a Certified Food Protection Manager (see Planning for Nutrition Services, Part C.) Food shall be prepared, plated, and transported with the least possible manual contact, with suitable utensils, and on surfaces that, prior to use, have been cleaned, rinsed, and sanitized to prevent cross contamination.

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- D. Cleaning and Sanitizing:** Effective procedures for cleaning and sanitizing dishes, equipment, food contact surfaces, work areas, serving and dining areas shall be written, posted or readily available, and followed (refer to 64E-11, FAC.)
- E. Safety:** Material Safety Data Sheets (MSDS) must be readily available on all chemicals used by the nutrition program. Employees must be informed about potentially dangerous chemicals used in the workplace and how to safely use them (<http://www.msdssearch.com>). Toxic materials, such as cleaners and sanitizers, shall be maintained in the original container or transferred to a clearly labeled appropriate container. Toxic materials must be stored separate from food, food equipment or single-service articles. Sanitizers, detergents, or other cleaning compounds shall be stored separately from insecticides, rodenticides, and other poisonous or toxic materials using methods such as different storage cabinets or separate areas of a room. Ref. Occupation Safety & Health Administration (OSHA) 1910.1200(g).
- F. Quality and Quantity of Meals:** Tested standardized quantity recipes, adjusted to yield the number of servings needed, must be used to achieve the consistent and desirable quality and quantity of all meals.
- G. Food Palatability:** All foods must be prepared and served in a manner to preserve optimum flavor and appearance, while retaining nutrients and food value.
- H. Portion Control:** Nutrition programs must use standardized portion control procedures and equipment to ensure that each served meal is uniform and to reduce plate waste.
- I. Potentially Hazardous Foods:** Potentially hazardous food is any food or food ingredient, natural or synthetic, which requires temperature control because it is in a form capable of supporting the rapid and progressive growth of infectious toxigenic microorganisms. Potentially hazardous foods that may cause foodborne illness include, but are not limited to:

 - 1. Any food that consists in whole or in part of milk or milk products, shell eggs, beef, poultry, pork, lamb, fish, shellfish, tofu, soy protein foods, cooked rice, beans, potatoes, or other heat-treated plant foods;

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2. Chicken salad,, pasta salad,, , tuna salad, potato salad, and other mixed foods containing potentially hazardous ingredients or dressings;
3. Raw seed sprouts;
4. Cut fruit; and
5. Garlic-in-oil mixtures that are not acidified or otherwise modified at a food processing plant in a way that results in mixtures that do not support growth as specified in the definition.

J. Temperature and Time Control Requirements:

1. Cooling temperature requirements:

- a. Potentially hazardous foods requiring refrigeration after preparation, such as, chicken salad, , tuna salad, potato salad, or other mixed foods containing potentially hazardous ingredients or dressings shall be prepared from chilled products with a minimum of manual contact and shall be rapidly cooled to an internal temperature of 41° F. or below within four hours.
- b. Shell eggs do not apply if placed in a refrigerated unit immediately upon delivery.

2. Internal cooking temperature requirements:

- a. Eggs, fish, meat, and pork must meet an internal temperature of 145° F.
- b. Comminuted food (chopped, flaked, ground, or minced such as; ground beef, sausage, and gyros) must meet an internal temperature of 155° F.
- c. Stuffing, stuffed meat, or poultry must meet an internal temperature of 165° F.
- d. Fresh, frozen, or canned fruits and vegetables that are cooked for hot- holding must meet an internal temperature of 140° F for 15 seconds.

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- e. Microwave cooking temperatures for raw animal foods must be to a temperature of 165° F. in all parts of the food, allowed to stand for 2 minutes after cooking, covered to retain heat and stirred or rotated during cooking for even distribution of heat.
- f. Potentially hazardous foods that have been cooked and then refrigerated, or frozen, shall be reheated rapidly to a minimum of 165° F. for 15 seconds throughout all parts of the food before being served or placed in hot food storage equipment.

K. Holding temperature requirements:

- 1. Hot-holding temperatures for all hot foods are 140° F. or above.
- 2. Cold-holding temperatures for all cold foods are 41° F. or below.
- 3. Frozen foods shall be maintained frozen solid.

M. Meal Temperature Documentation Requirements: Temperature checks shall be taken, and documented, daily. Documentation shall be maintained for at least two years. Documentation must include at a minimum:

- 1. Time menu items delivered;
- 2. Each menu item and serving size;
- 3. Temperature(s) of each potentially hazardous menu items must be taken:
 - a. When the food is received by the nutrition site;
 - b. If there is more than 30 minutes between when the food is received at the meal site and when it is served, then a time and a temperature of each food item must be documented again at the time the meal is served; and
 - c. If a nutrition provider prepares the meal on site, then temperature must be taken and recorded when the food is leaving the production area.

Food grade probe-type thermometers must be used; other thermometers such as infrared thermometers, which do not insert into food cannot be used to take food temperatures. Thermometers must be correctly calibrated at least weekly, to ensure accuracy. Thermometers must be clean and sanitized between uses.

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N. Hazard Analysis Critical Control Point:

1. Hazard Analysis Critical Control Point (HACCP) is a proactive, comprehensive, science-based food safety system that allows operators to continuously monitor their establishments and reduce the risk of foodborne illness. The Florida Administrative Code does not currently require HACCP plans; however, nutrition programs that prepare their meals are encouraged to incorporate them into their operations to improve food safety at all levels of food service.
2. A HACCP Plan involves seven principles:
 - a. **Analyze hazards:** Potential hazards associated with a food, and measures to control those hazards, are identified. The hazard could be biological (i.e. microbe,) chemical (i.e. toxin,) or physical (i.e. ground glass or metal fragments).
 - b. **Identify critical control points:** These are points in a food's production at which the potential hazard can be controlled or eliminated from its raw state, through processing and shipping, to consumption by the client. Examples include cooking, cooling, packaging, and metal detection.
 - c. **Establish preventive measures with critical limits, for each control point:** For example, for a cooked food, this might include setting the minimum cooking temperature and time required to ensure the elimination of any harmful microbes.
 - d. **Establish procedures to monitor the critical control points:** Such procedures might include determining how and by whom cooking time and temperature should be monitored.
 - e. **Establish corrective actions** to be taken when monitoring shows that a critical limit has not been met. For example, reprocessing or disposing of food if the minimum cooking temperature is not met.
 - f. **Establish procedures to verify that the system is working properly:** For example, testing time and temperature recording devices to verify that a cooking unit is working properly.

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- g. Establish effective record keeping documenting the HACCP system:** This would include records of hazards and their control methods, the monitoring of safety requirements, and action taken to correct potential problems. Each of these principles must be backed by sound scientific knowledge. For example, published microbiological studies on time and temperature factors for controlling foodborne pathogens.

NOTE: A HACCP principles guide for operators of food service is available at <http://www.fda.gov/Food/GuidanceRegulation/HACCP/ucm2006801.htm>

- O. Food Service Employees/Volunteers:** All food preparation staff must work under the supervision of a Certified Food Protection Manager who ensures the application of hygienic techniques and practices in food preparation and service. A Certified Food Protection Manager is an individual who has successfully completed a Department of Health approved food safety and sanitation course and maintains a current certificate of completion.

- 1. Employee Orientation:** Any new staff or volunteer having contact with food service must have a general orientation to safe food handling and sanitation practices.
- 2. Employee Health and Hygiene:** Employees can transmit foodborne illnesses through cross contamination of food, improper food temperature control, and food handlers' personal hygiene and medical condition.

All food handlers must adhere to 64E-11 FAC along with the standards set forth in the Nutrition Program Compliance Review form.

P. Suspected Foodborne Illness Outbreak Procedure:

- 1.** Nutrition programs should have a plan in place to respond to a suspected foodborne illness outbreak.

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- 2.** Employees or volunteers shall direct all calls from clients claiming they became sick from a congregate or home delivered meal they consumed to the manager or person in charge immediately. An incident report collecting the following information shall be completed:

 - a.** What is the name, address, and telephone number of person calling, including date and time of call?
 - b.** Who became ill and what were the symptoms?
 - c.** Was the illness diagnosed by a healthcare provider? Obtain healthcare provider's name if diagnosed.
 - d.** What food and/or drinks were consumed?
 - e.** What was the location, date, and time the food was consumed?
 - f.** What is the name of person who served the food?
- 3.** Evaluate the information promptly. Consider that a foodborne disease outbreak may have occurred when two or more persons experience a similar illness, usually gastrointestinal, after eating a common food.
- 4.** If a foodborne outbreak is suspected, the following contacts shall be notified immediately:

 - a.** Area Agency on Aging;
 - b.** Local health department;
 - c.** Department of Elder Affairs;
 - d.** Food vendor (if applicable); and
 - e.** Attorney and insurance agent.

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FOOD SERVICE CONTRACT PROVISIONS:

Food Service Contract Requirements:

- A. Food Service Contracts:** Food service contracts are defined as contracts for the purchase of meals or portions of meals or for food preparation.
- B. Adherence to Standards:** All service providers must adhere to all standards set forth herein and incorporate the “Menu Planning, Development Review, and Approval Requirements” section of this handbook.
- C. Competitive Bidding Time Frame:** Competitive bidding for food service vendor contracts must be conducted a minimum of every six years.
- D.** Nutrition Programs are encouraged to ensure that their food service vendors use production kitchens located within the state of Florida. Any nutrition provider wanting to do business with a vendor that maintains meal preparation kitchens outside the state of Florida must seek prior approval from DOEA and ensure the production kitchen follows the Food and Drug Administration and the United States Department of Agriculture and any other applicable federal or state regulation.
- E.** Preference may be given to vendors requiring the least amount of delivery time needed to facilitate meal quality. Multiple vendors’ contracts may be required to ensure meal sites offer culturally appropriate meals with limited meal delivery transit time.
- F. Bid Specifications and Terms:** Food service vendor contracts should include, but not be limited to, the following specifications:
 - 1. Delivery:**
 - a. Transportation:** Trucks and vans capable of holding food at the required temperature and are clean and well maintained;
 - b. Delivery sites:** Addresses and location of dining centers to be served;

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c. Delivery Schedule:

- i. Number of days per week and specific days of required service;
- ii. Number of holidays and days when meals are not to be served;
- iii. Number of meals served with a time schedule for ordering additional or cancellation of daily meal counts; and
- iv. Delivery schedules with a description of the time span between food packaging and delivery (to the extent possible not to exceed 4 hours). Preference should be given to the vendor that provides the best quality and the shortest time span between packaging and delivery of hot food.

d. Containers:

- i. Food packaging style for transport;
- ii. Food transport equipment specifications; and
- iii. Responsibility for purchase and maintenance of the food transport equipment.

2. Menus: Menus shall be written per DOEA standards specified in this handbook and include the following:

- a. Name and title of person who completed the menus;
- b. Name and title of person who approved the menu;
- c. Statement indicating which menu development methodology the vendor is utilizing:
 - i. Menus must indicate serving sizes of all components; and

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- d. Requirement that menus must be submitted to the project director at least six calendar weeks in advance of implementation. Nutrition Program's qualified dietitian must approve menus.
 - e. Provision for evaluation of menu acceptability and menu revisions; and
 - f. Requirement to obtain prior approval by the nutrition service provider's qualified dietitian for all menu substitutions outside of a pre-approved menu substitution list.
3. **Food Safety and Sanitation:** The following food safety and sanitation requirements must be addressed in the vendor contract:
- a. Requirement for documentation of a food safety management program within the facility that meets or exceeds the minimum requirements of federal, state, municipal, or other agencies authorized to inspect or accredit the food service operation;
 - b. Requirement to provide documentation of the three most recent food preparation inspections conducted by the state regulatory authority;
 - c. Requirement to provide a written plan of correction for any high priority or significant findings on sanitation inspections;

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- d. Requirement to notify the Nutrition Provider immediately for any closures or Administrative Complaints regarding food safety; and notify the Nutrition Provider within 24 hours of any sanitation inspections;
 - e. Description of vendors' delivery standards and sanitation that includes holding temperatures for transporting and serving food; and
 - f. Right of the nutrition program, AAA, or Department staff to inspect the food preparation and storage areas.
- 4. Food Service:** The following food service topics must be included:
- a. Number of meals and unit price for meals and other food served;
 - b. Breakdown of bid price for the raw food cost, labor, transportation, equipment, paper and plastic supplies, profit and other costs;
 - c. Food provided, including:
 - i. Entrée;
 - ii. Grain;
 - iii. Vegetable;
 - iv. Fruit;
 - v. Milk;
 - vi. Juice;
 - vii. Salad;
 - viii. Beverage;
 - ix. Cream/substitution;
 - x. Condiments; and
 - xi. Butter/margarine.
 - d. A provision stating that the nutrition program is not required to pay for food not meeting the proper specifications.

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Nutrition Program Policies

- e. A provision stating that the nutrition program will procure food from other sources at the vendor's additional expense, if the vendor: fails to deliver a meal or any portion of a meal, delivers food that was spoiled, out of date, or otherwise inedible.
- f. A provision addressing supply of substitution food items to be kept at the meal site in case a substitution is necessary. If a supply of substitution items is kept on site, then a system must be in place to ensure all food items are used prior to the product's expiration date, use-by date, sell-by date, or best-by date.
- g. Provision for napkins, table covering, home-delivered meal containers, paper towels, and table service, including plates, cups, glasses, and silverware. The vendor shall provide specifications of the disposable supplies (each vendor shall be requested to provide samples of proposed packaging with the bid).
- h. Administration:
 - Schedule and method of payment to the food vendor;
 - Sales tax exemption;
 - Responsibility for product liability insurance and property damage;
 - Bonding;
 - Requirement that the vendor's financial records are open for audit purposes;
 - AAA approval; and
 - Binding time of the contract, as well as the termination process agreed upon by both parties.

NOTE: All food service contracts with profit-making organizations shall have prior approval from the AAA.

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-20/21**

ATTACHMENT C

City of Miami Springs' Menu Substitution Policy and Procedures Guideline and Menu Substitution Log

City of Miami Springs Senior Center

MENU SUBSTITUTION POLICY & PROCEDURES

POLICY: All meals served must meet the Dietary Guidelines for Americans of 1/3 RDA and comply with the requirements for Age 70+ female Dietary Reference Intake/Adequate Intakes (DRI's/AIs). The menu substitution items will be in accord with guidelines documented in section 4-9, section E, Nutrition program polices in the Department of Elder Affairs program and services manual.

PURPOSE: To outline the procedures necessary to ensure that all meals served comply with DOEA nutritional guidelines.

PROCEDURES:

1. Menu substitutions must be from the same food group and must provide an equivalent nutritional value.
2. The *Menu Substitution Guidelines* (revised 9/2014), the pre-approved substitution list developed by the AAA's dietitian, is to be used in emergencies when contracted menu items are not available.
3. In the event that a menu item is not available and must be substituted, the pre-approved substitution list developed by the AAA's dietitian, *Substitution Guidelines* (revised 9/2014), will be used by the caterer to choose a replacement for that food item on the menu. The substitution will be documented on the CMS Senior Center's Substitution Log.
 - If the replacement food item is not on the pre-approved substitution list, the caterer or the CMS Senior Center must obtain approval from a licensed dietician prior to making a substitution. This action must be documented on the Substitution Log.
 - If the dietitian is not available, the CMS Senior Center's Project Director or caterer's staff will make the best choice available using the *Substitution Guidelines* and document this action on the Substitution Log.
5. Documentation of all menu substitutions will be kept on file for monitoring purposes. The documentation will include the date of substitution, the original menu item, the substitution made, the reason for the substitution and the signature of the employee authorizing the substitution. Copies of the Substitution Logs must be kept on file for at least two years and submitted quarterly to the Alliance's Contract Manager for review.
6. To finalize this procedure, a CMS Senior Center's staff member will document completion of any corrective action on the Substitution Log.
7. The volume of substitutions made by the caterer must be justified by the reasons provided. Substitutions should be kept to a minimal, with less than 5 per month.

MENU SUBSTITUTION GUIDELINES:

The Dietary Guideline Meal pattern for one meal should consist of:

Food Group	Servings/Meal
Bread/Grains	1.7 servings: (1 cup (cooked) pasta or rice, 2 cups cereal, 2 slices bread (1 ounce each))
Vegetable	1.5 servings: 3/4 cup cooked or 1-1/2 cups raw equivalent measure (may serve an additional fruit instead of a vegetable)
Fruit	1 serving: 1/2 cup (4 ounces) or equivalent measure
Milk or Alternate	1 serving: 1 cup (8 ounces) or equivalent measure
Meat or Alternate	1.7 serving: 2 ounce edible portion or equivalent measure
Fat	1 serving: 1 teaspoon or equivalent measure is optional
Dessert	Optional
Optional Beverages: Water, coffee, tea, decaffeinated beverages, fruit juices.	8 ounces, minimum, according to seasonal preferences

Avoid substitutions, but in case of emergency, here are guidelines if menu items are not available. Consult your RD for further clarification. Choose foods in like Food Groups – substitute a vegetable for a vegetable, a fruit for a fruit, a meat for a meat, etc. Menu substitutions should be minimal, but are allowed under the following conditions:

1. Menu substitutions must be from the same food group and sub-group and provide equivalent nutritional value. For example, a fruit high in Vitamin C must be substituted with another fruit high in Vitamin C; a dark green vegetable should be substituted with another dark green vegetable.
2. All substitutions must be documented. Keep documentation on file and on-site for monitoring purposes. The Substitution Log must include the date of substitution, the original menu item, the substitution made, the reason for the substitution and the signature of the employee noting the substitution. Finally, the volume and frequency of substitutions must be justified by the reasons provided and must occur less than 5 times/month.

Below is a pre-approved list of foods that can be used to determine appropriate food substitutions in the event of an emergency. If a food is not on the list, or if clarification is required, the program's Registered Dietitian should be contacted. If the Registered Dietitian is not available, the substitution must be properly documented on the Substitution Log.

Find the menu item and replace with an item from the following sub-group in which it is found:

Vegetables:

Dark Green:

Broccoli
Brussel sprouts
Collard Greens
Kale
Spinach
Turnip greens

Starchy:

Baked, boiled potatoes
Corn
Peas
Mashed Potatoes
Yucca
Plantains

Orange:

Carrots
Orange squashes
Pumpkin
Sweet potatoes

Legumes:

Black Beans
Blackeye Peas
Garbanzo Beans
Lentils
Lima Beans
Navy Beans
Pigeon Peas
Pinto Beans
Red Beans
Split Peas

Other Vegetables:

Broccoli
Cabbage
Cauliflower
Green Beans
Mixed vegetables
Okra
Peppers (Sweet)
Tomato juice, paste or puree
Tomatoes
Turnips
Yellow Squash
Zucchini

Fruits:

Citrus/Vit C Sources:

Apple Juice (*enriched with Vitamin C*)
Cantaloupe
Citrus fruit cup
Grape Juice (*enriched with Vitamin C*)
Grapefruit
Grapefruit juice
Guava
Oranges
Orange juice (100%)
Nectarines
Papaya
Plum
Prunes
Strawberries
Tangerines
Tropical fruit cup

Vitamin A Sources:

Apricots (fresh or water packed)
Cantaloupe
Cherries (Sour canned)
Mango
Peaches (canned)
Plums, purple (canned)
Red or pink grapefruit
Watermelon

Other Fruits:

Apples (fresh or canned)
Applesauce (unsweetened)
Banana
Casaba
Fruit Cocktail (canned unsweetened)
Peach (fresh)
Pears (canned or fresh)
Pineapple
Plum (fresh)
Prunes
Raspberries
Raisins
10% fruit juice

Grains:

Whole Grain:

Barley
Brown Rice
Kasha
Oatmeal
Whole Wheat Bread
Whole Wheat Pasta
Whole Grain Cereals (Cereal with first ingredient a “whole” grain)

Non-Whole Grains:

(Cereal with first ingredient an “enriched” grain)
Egg Noodles (all shapes)
Enriched Cereal Bars
White or wheat breads
White pasta (all shapes)
White rice
White or honey wheat bread rolls
Cuban bread
French bread

Meat and Meat Alternates: (See DOEA Manual for other choices)

When substituting meats, the following guidelines should be taken into consideration:

1. U.S.D.A. Dietary Guidelines should be followed -- choose leaner meats and avoid frying.
2. Avoid highly processed meats such as hot dogs, salami, bologna, cured meats or other high sodium meats.
3. In the event of a hurricane where a cold meal/sandwich is provided, you may use 3 oz. deli style ham, turkey, chicken, roast beef, and any cheese.

Milk

No dairy substitutions allowed.

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-20/21**

ATTACHMENT D

**CITY OF MIAMI SPRINGS ADULT COMMUNITY CENTER
OLDER AMERICANS ACT CONTRACT REPORT CALENDAR
ADVANCE BASIS CONTRACT**

Report No.	Service Month	Invoice Due Date¹
1	October	November 5 th
2	November	December 5 th
3	December	January 5 th
4	January	February 5 th
5	February	March 5 th
6	March	April 5 th
7	April	May 5 th
8	May	June 5 th
9	June	July 5 th
10	July	August 5 th
11	August	September 5 th
12	September	October 5 th

¹ Note: Invoices due on the 5th day of each month for the term of the contract.



AGENDA MEMORANDUM

Meeting Date: 5/23/2022

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

Via: William Alonso, City Manager/Fin. Director

From: Omar L. Luna, Recreation Director

Subject: Aquatic Center Bulk Chemical Purchase - Professional Services Agreement

RECOMMENDATION: Recommendation by Recreation that Council approve the City's First Amendment to the Professional Services Agreement with Supreme Chemical and Pool Supply, which incorporates Supreme Chemical's revised rates in the amount of \$25,427.70, for the pool located at the Aquatic Center as funds were budgeted in the FY21/22 Budget pursuant to Section §31.11 (C)(2) of the City Code.

DISCUSSION: We have used Supreme Chemical as our vendor for the past (6) years. They have shown to be very dependable in addition to taking the time to become knowledgeable about our facility. The rate increase proposed by Supreme Chemical is due significantly to current supply chain issues. Supreme Chemical will be providing the following pool chemicals; bulk liquid chlorine, muriatic acid as well as calcium flake as needed to maintain the proper chemical balance of the pool.

Submission Date and Time: 5/19/2022 2:21 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Recreation</u> Prepared by: <u>Omar Luna</u> Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dept. Head: _____ Procurement: _____ Asst. City Mgr.: _____ City Manager: _____	Dept./ Desc.: <u>Parks and Recreation/Aquatics</u> Account No.: <u>001-5702-572.52-06</u> Additional Funding: _____ Amount previously approved: \$ _____ Current request: \$ <u>\$25,427.70</u> Total vendor amount: \$ <u>\$25,427.70</u>

RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A FIRST AMENDMENT TO A POOL MAINTENANCE SERVICES AGREEMENT WITH SUPREME CHEMICAL AND POOL SUPPLY, INC. IN AN AMOUNT NOT TO EXCEED \$25,427.70; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 13, 2021, the City of Miami Springs (the “City”) entered into an agreement (the “Agreement”) with Supreme Chemical and Pool Supply, Inc. (the “Contractor”) for pool maintenance services for the City’s Aquatic Center (the “Services”); and

WHEREAS, on April 8, 2022, the Contractor notified the City that it could not renew the term of the Agreement at the existing contractual rates because of increased costs arising from significant supply chain disruptions in many industries and proposed increased rates to be applied for the remaining 4 option years of the Agreement (the “Notice”); and

WHEREAS, after receiving the Contractor’s Notice, the City requested and received three quotes for the Services from other service providers and determined that the rates provided in the Contractor’s Notice were still the lowest price and best option for the Services as two of the quotes received were more expensive and one did not provide the full scope of the Services needed by the City; and

WHEREAS, the City Manager recommends that the City Council approve the increased rates set forth in the Notice, waive the City’s competitive procurement requirements pursuant to Section 31-11(E)(6)(g) of the City Code, and approve the First Amendment to the Agreement, in substantially the form attached hereto as Exhibit “A,” to incorporate the increased rates; and

WHEREAS, pursuant to the recommendation of the City Manager, the City Council desires to approve the increased rates set forth in the Notice, waive the City’s competitive procurement requirements pursuant to Section 31-11(E)(6)(g) of the City

Code, and approve the First Amendment to the Agreement as being in the best interest of the City; and

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

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

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

Section 2. Approval. That the City Council hereby approves the increased rates set forth in the Notice and the First Amendment to the Agreement with the Contractor.

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

Section 4. Authorization. That the City Council hereby authorizes the City Manager to execute the First Amendment to the Agreement in substantially the form attached hereto as Exhibit "A," subject to approval by the City Attorney as to form, content, and legal sufficiency and to expend budgeted funds in an amount not to exceed \$25,427.70.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

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

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

PASSED AND ADOPTED this 23rd day of May, 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

**First Amendment to Agreement with
Supreme Chemicals and Pool Supply, Inc.**

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
SUPREME CHEMICAL AND POOL SUPPLY, INC.**

THIS FIRST AMENDMENT to the **PROFESSIONAL SERVICES AGREEMENT** (the “First Amendment”) is entered into as of the _____ day of _____, 2022 (the “Effective Date of First Amendment”), by and between the **CITY OF MIAMI SPRINGS**, a Florida municipal corporation, (the “City”) and **SUPREME CHEMICAL AND POOL SUPPLY, INC.**, a Florida corporation (hereinafter, the “Contractor”), collectively referred to as the “Parties.”

WHEREAS, on April 13, 2021, the City entered into an agreement with the Contractor (the “Agreement”) for certain pool maintenance services for its Aquatic Center pool (the “Services”); and

WHEREAS, due to significant supply chain disruptions in many industries, the Contractor has provided the City with an updated rate schedule for the Services, attached hereto as Exhibit “A”; and

WHEREAS, the City and the Contractor have agreed to amend the Agreement to incorporate the new rates as further set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the City and Contractor agree as follows:¹

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.
2. **Amendment of Section 3 of the Agreement.** Section 3 of the Agreement is amended as follows:
 - 3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit “A.” Consultant shall be compensated in accordance with the rates provided on Exhibit “A.” Compensation shall not exceed \$25,427.70 ~~14,487.70~~ per year.
3. **Exhibit “A” of the Agreement Replaced.** Exhibit “A” of the Agreement is hereby deleted in its entirety and replaced with Exhibit “A” to this First Amendment.
4. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

Agreement, the terms and provisions of this First Amendment shall control.

5. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

6. **Defined Terms.** All initial capitalized terms used in this First Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

7. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this First Amendment shall have the same force and effect as an original hereof.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

EXHIBIT A



1915 NE 153rd Street
 North Miami Beach, FL 33162
 Tel 305.947.8954
 Fax 305.947.8201

Estimate

Date	Estimate #
4/8/2022	1283

Name / Address

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

Project

Description	Qty	Rate	Total
LIQUID CHLORINE(GAL)	1	2.35	2.35T
Muriatic Acid(Gal)	1	7.99	7.99T
Calcium Chloride Flake(55LB)	1	42.95	42.95T
		Subtotal	\$53.29
		Sales Tax (0.0%)	\$0.00
		Total	\$53.29

www.supremochemical.com
 supremechemicals@bellsouth.net

RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO DISTREEBUTORS, INC. FOR PLANTING OF NATIVE AND/OR FLORIDA-FRIENDLY TREES IN AN AMOUNT NOT TO EXCEED \$55,490; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) has been named as a “Tree City” and been awarded the “Tree City Growth Award” by the National Arbor Day Foundation on multiple occasions; and

WHEREAS, the City prides itself on, and desires to continue its efforts to enhance, its luscious tree canopy; and

WHEREAS, on February 28, 2022, the City Council adopted Resolution No. 2022-3977 accepting a NEAT Streets Miami Growing Roots for Environmental Equitable Neighborhoods (GREEN) Miami-Dade County (“County”) Matching Grant (the “Grant”) for the purpose of planting native and/or Florida-friendly trees in the City (the “Trees”); and

WHEREAS, the City desires to utilize and match the Grant funding to purchase the Trees in order to continue enhancing the City’s luscious tree canopy; and

WHEREAS, although County Contract No. 1298-1 (the “County Contract”) is set to expire May 31, 2022, Distreebutors, Inc. (the “Vendor”) has agreed to extend the pricing of the County Contract for the Trees to the City in the quote attached hereto as Exhibit “A” (the “Quote”); and

WHEREAS, 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 Trees as it is in the best interest of the City; and

WHEREAS, pursuant to the recommendation of the City Manager, the City Council desires to approve the issuance of a purchase order to the Vendor for the Trees in an amount not to exceed \$55,490, consistent with the Quote, and to waive the City’s

competitive procurement requirements 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 citizens of the City.

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

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

Section 2. Approval. That the City Council hereby approves the issuance of a purchase order to the Vendor for the Trees.

Section 3. Waiver. That the City Council hereby waives the City's competitive procurement requirements pursuant to Section 31-11(E)(6)(g) of the City Code for the Trees as being in the best interest of the City.

Section 4. Authorization. That the City Council hereby authorizes the City Manager to issue a purchase order to the Vendor for the Trees consistent with the Quote attached hereto as Exhibit "A" and to expend budgeted funds in an amount not to exceed \$55,490.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

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

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

PASSED AND ADOPTED this 23rd day of May, 2022.

MARIA PUENTE MITCHELL
MAYOR

EXHIBIT A

Quote from Distreebutors, Inc.



DisTREEbutors Inc

P.O. BOX 227625 * MIAMI FL 33222-7625 * 305 551 8208 * customerservice@distreebutors

CERTIFIED ARBORIST * CONSULTANT * TREE SERVICE * LANDSCAPING & IRRIGATION CONTRACTORS

PROPOSAL TO MIAMI SPRINGS' TREE PLANTING 2021-2022

SPECIE	SPECS	UNIT PRICE
Bahuhinia purpurea	2"Cal., 10-12'OA Ht., FL#1	\$ 385.00
Caesaelpinia pulcherrima	1.5"Cal., 8-10'OA Ht., FL#1	\$ 650.00
Filicium decipiens	1.5"Cal., 8-10'OA Ht., FL#1	\$ 775.00
Magnolia Grandiflora	2"Cal., 10-12'OA Ht., FL#1	\$ 840.00
Crape Myrtle Muskogee N	2"Cal., 10-12'OA Ht., FL#1	\$ 440.00
Quercus virginiana N	2"Cal., 10-12'OA Ht., FL#1	\$ 525.00
Yellow Elder	2"Cal., 10-12'OA Ht., FL#1	\$ 385.00
Delonix regia	2"Cal., 10-12'OA Ht., FL#1	\$ 385.00
Green Buttonwood N	2"Cal., 10-12'OA Ht., FL#1	\$ 385.00
Silver Buttonwood N	2"Cal., 10-12'OA Ht., FL#1	\$ 650.00
Mahogany N	2"Cal., 10-12'OA Ht., FL#1	\$ 425.00
Pink Tabebuia	2"Cal., 10-12'OA Ht., FL#1	\$ 425.00
Pigeon Plum N	2"Cal., 10-12'OA Ht., FL#1	\$ 385.00
Dahoon Holly N	2"Cal., 10-12'OA Ht., FL#1	\$ 385.00
Shady Lady	2"Cal., 10-12'OA Ht., FL#1	\$ 425.00
Florida Thatch Palm N	Sg trunk 7'OA Ht., FL#1	\$ 650.00
Slash Pine N	2"Cal., 10-12'OA Ht., FL#1	\$ 440.00
Gumbo Limbo N	2"Cal., 10-12'OA Ht., FL#1	\$ 385.00
Queen's Crape Myrtle	2"Cal., 10-12'OA Ht., FL#1	\$ 650.00
Paradise Tree N	2"Cal., 10-12'OA Ht., FL#1	\$ 440.00
Wild Tamarind N	2"Cal., 10-12'OA Ht., FL#1	\$ 440.00
Hong Kong Orchid	2"Cal., 10-12'OA Ht., FL#1	\$ 440.00
Lignum vitae N	1.5"Cal., 8-10'OA Ht., FL#1	\$ 1,600.00

* Includes furnish, deliver & installation plus initial watering, fertilizer, polymer, mulch and staki

** Any other equal or bigger desired specie may be added as per request

*** N = native

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BUDGET
City of Miami Springs
Miami Springs Green Spaces Project

	Cost Per Unit	Quantity	Grant Funds	Match Funds	Total Budget
DIRECT COSTS					
Trees					
Purple Orchid (Bahuhinia purpurea)	\$ 385.00	5	\$ 962.50	\$ 962.50	\$ 1,925.00
Dwarf Poinciana (Caesalpinia pulcherrima)	\$ 650.00	10	\$ 3,250.00	\$ 3,250.00	\$ 6,500.00
Japanese Fern (Filicium decipiens)	\$ 775.00	11	\$ 4,262.50	\$ 4,262.50	\$ 8,525.00
Live Oak (Quercus virginiana N)	\$ 525.00	45	\$ 11,812.50	\$ 11,812.50	\$ 23,625.00
Royal Poinciana (Delonix regia)	\$ 385.00	23	\$ 6,647.50	\$ 2,207.50	\$ 8,855.00
Yellow Elder (Tecoma stans)	\$ 385.00	1	\$ 385.00		\$ 385.00
Pink Tabebuia (Tabebuia rosea)	\$ 425.00	1	\$ 425.00		\$ 425.00
<i>Total number of trees</i>		96			
Supplies					
Mulch	<i>Included</i>				
Stakes	<i>Included</i>				
Rental of auger	<i>Included</i>				
Staff Hours (Project-Related)					
Site preparation	<i>See Staff Hour Est. Sheet</i>			\$ 1,675.00	\$ 1,675.00
Installation/Staking	<i>See Staff Hour Est. Sheet</i>			\$ -	\$ -
Watering/Maintenance	<i>See Staff Hour Est. Sheet</i>			\$ 1,800.00	\$ 1,800.00
INDIRECT COSTS - not to exceed 10% of award total					
Inkind Labor					
Grant Management	<i>See Staff Hour Est. Sheet</i>			\$ 1,435.00	\$ 1,435.00
Education/Outreach	<i>See Staff Hour Est. Sheet</i>			\$ 340.00	\$ 340.00
Community Outreach Materials	\$ 2.50	100			
TOTAL COSTS:			\$ 27,745.00	\$ 27,745.00	\$ 55,490.00

<i>Indirect Costs Cannot Exceed</i>	\$ 2,774.50
<i>Current Indirect Costs Subtotal</i>	\$ 1,775.00

*All trees must conform to the standards for a Florida No. 1 or better, as provided in the most current edition of the "Florida Grades and Standards for Nursery Plants."
**All final invoices at closeout need to reflect the above statement.

71 iii. Abandonment. If the nonconforming mural is painted over or otherwise
72 obscured from view for more than three months, then it may not be
73 reinstalled.

74 d. Procedure for enforcement of amortization requirements. The amortization period
75 may only be enforced against properties that receive an amortization letter. Prior
76 to the city enforcing the amortization period against any mural owner, it shall be
77 the responsibility of the city manager or designee to serve notification of the
78 commencement of amortization regulations on the owners of nonconforming
79 murals.

80 e. Extension of the amortization period. An owner of a mural who desires a longer
81 amortization period shall file an application for extension with the office of the city
82 manager within 30 days of notification of the commencement of amortization
83 regulations. The application shall include a statement setting forth the property
84 address where the mural is located, the cost of the mural, the name of the artist
85 who created the mural, the date the mural was installed, or the cost and date of
86 the most recent renovation. An extension of the amortization period may be
87 granted if the city manager or designee finds that, with regard to the mural at
88 issue, the amortization period provided by this section is unreasonable. The city
89 manager or designee's decision may be appealed to the city council by the
90 applicant within 30 days of the determination, and may only be overturned for
91 abuse of discretion.

92 (3) Violations. In the event of a violation of this section, the city may employ all civil
93 penalties and remedies set forth by Article VIII of Chapter 32, as amended. This provision
94 is supplemental to all other remedies and penalties provided by law.

95 **Secs. 150-1467—150-153. - Reserved.**

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

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

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

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

112 **PASSED ON FIRST READING** on the _____ day of _____, 2022, on a
113 motion made by _____ and seconded by _____.

114 **PASSED AND ADOPTED ON SECOND READING** this ___ day of _____, 2022,
115 on a motion made by _____ and seconded by _____. Upon being put to a
116 roll call vote, the vote was as follows:

- 117 Vice Mayor Dr. Walter Fajet _____
- 118 Councilman Bob Best _____
- 119 Councilwoman Jacky Bravo _____
- 120 Councilman Dr. Victor Vazquez _____
- 121 Mayor Maria Puente Mitchell _____

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MARIA PUENTE MITCHELL
MAYOR

127
128 ATTEST:

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ERIKA GONZALEZ, MMC
CITY CLERK

134
135

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

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139

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

140
141
142

RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, EXTENDING ZONING IN PROGRESS FOR PREPARATION AND EVALUATION OF AMENDMENTS TO CHAPTER 150, “ZONING CODE” FOR MURALS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 11, 2022, the City of Miami Springs (the “City”) Council adopted Resolution No. 2022-3986 declaring zoning in progress for preparation and evaluation of amendments to Chapter 150, “Zoning Code” for murals after a mural was installed in the NW 36th Street zoning district; and

WHEREAS, at its April 25, 2022 City Council meeting, the City Council directed the City Attorney to prepare an ordinance prohibiting murals throughout the City (the “Proposed Ordinance”); and

WHEREAS, due to continued study and research of relevant case law, the City requires additional time to finalize the Propose Ordinance; and

WHEREAS, pending the adoption of the Proposed Ordinance, the City desires to continue to invoke the zoning in progress or pending ordinance doctrine, as referenced in *Smith v. City of Clearwater*, 383 So.2d 681 (Fla. 2nd DCA 1980), with respect to the Zoning Code, thereby deferring the acceptance, processing and approval of all applications to establish, alter, expand, or intensify any mural(s) in the City for an additional period of 45 days, or until the City Council adopts on second reading, the Proposed Ordinance and such ordinance become effective, whichever occurs earlier, except as specifically provided in this Resolution; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare 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 true and correct and are incorporated herein by this reference.

Section 2. Extension of Zoning in Progress/Pending Ordinance Doctrine. The City Council adopts this Resolution and continues to invoke the zoning in progress or pending ordinance doctrine, thereby deferring the acceptance, processing and approval of all applications not filed as of the effective date of this Resolution to establish, alter, expand or intensify any mural(s) in the City. This extended deferral shall last for 45 days, or until the City Council adopts on second reading the Proposed Ordinance under

review and such ordinance becomes effective, whichever occurs earlier, except as provided below.

Section 3. Relief from Zoning In Progress.

A. Application for Relief. Property owners claiming infringement with vested or constitutional rights may request relief from this Resolution through written application to the City Manager, setting forth in detail the bases for such claim and attaching supportive documentation. Such application shall be an administrative remedy and condition precedent to all judicial relief sought arising from this Resolution.

B. City Manager Review. With input from the City Attorney, the City Manager shall promptly review and determine whether to approve such applications for relief no later than ten (10) business days following receipt of the application. The City Manager may grant relief only upon findings based on competent substantial evidence establishing that such infringement will in fact occur, or has in fact occurred. The City Manager will not consider the content of the mural, and shall make specific findings to support his decision.

C. Notice to Council; Council Review or Appeal. The City Council shall be promptly informed of any determinations made pursuant to this paragraph, and any member of the City Council may request that the City Manager's determination be reviewed at the next available City Council meeting. The applicant may file an appeal of the City Manager's decision under this Resolution to the City Council pursuant to Section 150-113 of the City Code of Ordinances. In reviewing the City Manager's decision or considering an appeal from an applicant, the City Council shall only consider the record before the City Manager, and shall only reverse the decision if the record does not support his determination using the criteria set forth in B. If the City Council reverses his determination, it shall make specific findings to support its decision.

Section 4. Authorization. The appropriate City Officials are authorized to take all actions necessary to implement the intent and purpose of this Resolution.

Section 5. Effective Date. 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 Dr. Walter Fajet _____
Councilman Bob Best _____
Councilwoman Jacky Bravo _____

Councilman Dr. Victor Vazquez
Mayor Maria Puente Mitchell

PASSED AND ADOPTED this 23rd day of May, 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



AGENDA MEMORANDUM

Meeting Date: May 23, 2022

To: The Honorable Mayor Maria Mitchell and Members of the City Council
Erika Gonzalez-Santamaria, MMC

Via: Walter Fajet, Vice Mayor

From:

Subject: Vice Mayor Fajet's request for consideration to discuss a Special Election Relating to an Amendment to City Charter Section 3.06(7) Regarding Terms of Office

Sec. 3.06. Election of Mayor and Councilmembers; general and special elections.

- (1) General municipal elections shall be held on the first Tuesday of April on each odd numbered calendar year. The Council may call special elections on other dates to fill vacancies on the Council or for other purposes permitted by law.
- (2) All candidates for the office of Councilmember shall qualify and stand for election in separate groups (groups I, II, III and IV) as to each Council office. The candidates for Mayor shall qualify and stand for election separate and apart from any Council group.
- (3) All incumbent officeholders shall hold office until a successor is elected or appointed and duly installed as provided herein.
- (4) Terms of office.
 - (a) The terms of office for all Councilmembers and Mayor shall be 2 years.
 - (b) The Mayor and Councilmembers in groups III and IV shall be elected at the next general municipal election to be held on the first Tuesday of April, 1975, and at each subsequent general municipal election thereafter. The Councilmembers in groups I and II shall be elected at the general municipal election to be held on the first Tuesday of April, 1977, and at each subsequent general municipal election.
- (5) The candidate for Mayor and the candidate for each Councilmember group receiving the highest number of votes in the General Municipal Election shall be declared to be elected to office upon the canvassing of the certified election results.
- (6) The newly elected officials shall be installed in office on the day following their election.
- (7) No person shall hold elective office or offices longer than a total of 8 consecutive years. The holding of an elective office for a portion of any term shall be deemed as serving the full number of years of the term of the said elective office.
- (8) No candidate shall qualify or run for the office of Mayor and Councilmember in the same election.

(Res. 2002-3203, § 2, election of 11-5-02, adopted 11-12-02; Amend. Ord. 915-2004, passed 8-23-04; Res. 2004-3266, § 2, election of 11-2-04, adopted 11-8-04; Res. 2008-3421, election of 11-4-08, adopted 11-24-08)