



REVISED

CITY OF MIAMI SPRINGS, FLORIDA

Mayor Maria Puente Mitchell

**Vice Mayor Jorge Santin
Councilman Walter Fajet, Ph. D.**

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

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

CITY COUNCIL REGULAR MEETING AGENDA

Monday, May 22, 2023 – 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:** Councilwoman Jacky Bravo
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) Visit from the Honorable Senator Bryan Avila and Honorable Representative Alex Rizo
 - B) Recognizing the Miami Springs Students Silver Knight Award Nominees; Tyrell Carter, Maria Martinez, Isabella Delchiaro, Denise Romero, Britney Perez, Jordan Perez, Natalie Quintana, Maria Lorenzo, Britney Walkin, Lorena Hermelo
 - C) Recognizing City Manger William Alonso's dedicated service of 17 years and 3 months to the City of Miami Springs
 - D) Yard of the Month Award for May 2023 – 1200 Ibis Avenue – Jakob Salom
- 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 8, 2023 – Regular Meeting

7. Reports from Boards & Commissions:

- A) Report by Historic Preservation Board on City Entry Signs for East Drive and Curtiss Parkway
- B) Report by Education Advisory Board Chair Lergia Olivo

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 An Increase Of \$2,988.58 For The Purchase Of A Stormwater Pump For The Hook Square Stormwater Pump Station Replacement Project From Miami Dade Pump & Supply Company For A Total Amount Not To Exceed \$65,000.00; Providing For Implementation; Providing For Conflicts; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Shade Canopies And Related Installation Services For Prince Field From Industrial Shadeports, Inc. In An Amount Not To Exceed \$88,139 Utilizing The Terms And Conditions Of St. Johns County Master Contract No. 20-Mcc-Ind-12299 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Implementation; 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 A First Amendment To State-Funded Grant Agreement No. Lpa0336 With The Florida Department Of Environmental Protection (FDEP) Relating To The Hook Square Pump House Replacement Project; Providing For Authorization; 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 Interlocal Agreement With Miami-Dade County To Allow The City, Pursuant To Section 8cc-11 Of The Miami-Dade County Code Of Ordinances, To Enforce Various Provisions Of The County Code And Issue Civil Violation Notices; Providing For Authorization; And Providing For An Effective Date

10. Old Business:

- A) Appointment of resident to the Pension and Retirement Board

11. New Business:

- A) Resolution – Approving a Contract with Calvin Giordano Associates for Planning and Zoning Services (Resolution and Agreement Forthcoming)

12. Other Business:

A) Request by Staff to discuss the City Manager interview process

B) Request by Staff to determine the topic of discussion at the workshop on June 14, 2023 at 6:00 p.m.

C) Request for discussion by Mayor Mitchell to promote Miami Springs businesses by providing information on the City's dining, retail and service establishments on the City's website and social media

D) Request by Mayor Mitchell to appoint Seth Bramson to the Centennial Committee as a non-voting member

E) Request by Vice Mayor Santin to have Clear Point Strategy present their demonstration on Strategic Planning services

F) Request by Vice Mayor Santin to discuss the creation of Community Vision Ad Hoc Committee; purpose of committee is to help with the Strategic Planning process

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 22, 2023 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 AND/OR PARTICIPATE IN THE MEETING

- **ZOOM:** Meeting ID 863-9512-4146
- **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.

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information before delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

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

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

PUBLIC RECORDS

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

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

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

AMERICANS WITH DISABILITIES ACT

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

LOBBYING ACTIVITIES

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

Have questions or need additional information?

Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166



CERTIFICATE OF RECOGNITION

Presented to

Jakob Salom

Of

1200 Ibis Avenue

for his home being designated as

***“YARD OF THE MONTH”
May, 2023***

Presented this 22nd day of May, 2023.

CITY OF MIAMI SPRINGS, FLORIDA

Maria Puente Mitchell
Mayor

ATTEST:

Erika Gonzalez, MMC
City Clerk



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, May 8, 2023 at 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 Vice Mayor at 7:05 p.m.

Present were the following:

Vice Mayor Jorge Santin

Councilwoman Jacky Bravo

Councilman Walter Fajet, Ph.D.

Councilman Victor Vazquez, Ph.D.

Mayor Maria Puente Mitchell (Absent)

City Manager/Finance Director William Alonso

City Clerk Erika Gonzalez-Santamaria

City Attorney Roger Pou

City Attorney Haydee Sera (via Zoom)

Assistant City Manager Tammy Romero

Police Chief Armando Guzman

Public Works Director Lazaro Garaboa

Human Resources Director Bill Collins

- 2. Invocation:** Offered by Vice Mayor Jorge Santin
Pledge of Allegiance: The Boy Scouts Troop led in leading the pledge.

- 3. Agenda / Order of Business:**

Vice Mayor Santin requested that the City Council consider an item to add two non-voting members to the Centennial Committee. There was general consensus to add the discussion item as Item 12D.

- 4. Awards & Presentations:**

A) Visit from the Honorable Senator Bryan Avila and Honorable Representative Alex Rizo (postponed to Council Meeting on May 22nd)

Vice Mayor Santin stated that the Senator and Representative will be at the next Council meeting on May 22nd.

B) Miami-Dade Fire Rescue Annual Report by Fire Chief Raied “Ray” Jadallah

Mayor Mitchell asked Fire Chief Jadallah to the podium. Chief Jadallah provided a visual and oral report. He proceeded to report on the Annual Fire Department Service Delivery 2022 to the City. He stated that the MDRF responded to 2,214 emergency calls within the City, which 79% of the calls were primarily serviced by Station 35 located within the City limits. The remaining calls of service are spread out through various surrounding stations that responded to emergency City calls. He thanked the Council for their continuing support and that it is a privilege and an honor to serve the residents of Miami Springs.

C) Beth Goldstien’s art students from Miami Springs Senior High is featuring Cardboard Relief Landscape Projects; Spaces and Places project from 1st year Two-Dimensional Design

Mayor Mitchell recognized students from the Miami Springs Senior High School on the artwork displayed in the City Lobby. Ms. Beth Goldstein, the Miami Springs High School Art Department Chair, introduced herself and provided some background information on the exhibition and 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: No speakers at this time.

6. Approval of Council Minutes:

A) April 24, 2023 – Regular Meeting

Councilman Fajet moved to approve the minutes of April 24, 2023 Regular Meeting. Councilman Vazquez seconded the motion, which carried 4-0-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilwoman Bravo, Councilman Fajet, and Councilman Vazquez 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 Additional Citywide Asphalt Patching Services On An As-Needed Basis From Ovas & Co, LLC For Fiscal Year 2022-23 In An Amount Not To Exceed \$50,000; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of

Miami Springs, Florida, Approving The Purchase Of Additional Supply Services For Gasoline And Diesel Fuel For The City's Departmental Vehicles From Pro Energy LLC In An Amount Not To Exceed \$100,000 For Fiscal Year 2022-23 Utilizing The Terms And Conditions Of Miami-Dade County Rtq-00676 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 Purchase Of A Dips Fusion Machine And Related Attachments For The Miami Springs Golf & Country Club Golf Course From Wesco Turf, Inc. (Formerly Hector Turf) In An Amount Not To Exceed \$15,005.54 Utilizing The Terms And Conditions Of City Of Mesa, Az, Contract No. 2017025 Pursuant To Section 31-11(E)(5) Of The City Code; 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, Authorizing The City Manager To Issue A Change Order To The Construction Contract With A-1 Property Services Group, Inc. For Additional Roof Repair Construction Work Relating To The Miami Springs Golf And Country Club Roof Repairs Project In An Amount Not To Exceed \$5,293.92; Providing For Implementation; And Providing For An Effective Date

Councilwoman Bravo pulled item 9D for further discussion.

Councilman Vazquez moved to approve the Consent Agenda items 9A, 9B, and 9C. Councilman Fajet seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilwoman Bravo, Councilman Fajet, and Councilman Vazquez voting Yes.

City Attorney Roger Pou read pulled Consent Agenda Item 9D, Resolution by title. Assistant City Manager Tammy Romero was available to answer the City Council's questions.

Councilman Fajet made a motion to approve the Resolution. Councilman Vazquez seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilwoman Bravo, Councilman Fajet, and Councilman Vazquez voting Yes.

10. Old Business:

A) Discussion of this year's Fourth of July parade route

This item was heard earlier in the meeting. Recreation Director Omar Luna and Chief Armando Guzman were present to answer the Council's questions. After some discussion, the Council gave consensus to the new July Fourth Parade route provided by Staff recommendation in order to protect the ongoing renovations at the Golf Course.

11. New Business:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Appointing An Interim City Manager Effective June 1, 2023; Providing For Implementation; And Providing For An Effective Date

Councilwoman Bravo made a motion to appoint Tammy Romero as Interim City Manager. Councilman Vazquez seconded the motion; after some discussion, Councilwoman Bravo withdrew her motion.

Discussion ensued, Councilwoman Bravo made a motion to appoint Tammy Romero as Interim City Manager with a salary of \$135,000.00. Due to a lack of second, the motion failed.

After some discussion, Councilwoman Bravo made a motion to approve the Resolution as stated, appointing Tammy Romero as Interim City Manager. Councilman Vazquez seconded the motion, which carried 3-1 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilwoman Bravo, and Councilman Vazquez voting Yes; and Councilman Fajet voting No.

12. Other Business:

A) Request by James Fulton for funding for the troops summer camp

This item was heard earlier in the meeting. Mr. Fulton requested City assistance for the summer camp planned for the Boy Scouts. Councilman Fajet moved to approve \$500 donation to the summer camp. Councilman Vazquez seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilwoman Bravo, Councilman Fajet, and Councilman Vazquez voting Yes.

In addition to the first request, Mr. Fulton requested a donation towards a proposed Scout project that will consist of a memorial with plaque on Westward Drive honoring first responders. Councilwoman Bravo moved to approve \$500 toward the project. Councilman Vazquez seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilwoman Bravo, Councilman Fajet, and Councilman Vazquez voting Yes.

B) Request by Councilman Vazquez to discuss alternate funding for Police presence to hotels located on NW 36th Street

Councilman Vazquez expressed his concerns with the amount of services required at the hotels on NW 36th Street along with Abraham Tract hotels by Miami Springs Police Department. He stated that it is important to address the issue and continue to pursue avenues of covering the costs in calls for services. It was the consensus of the Council to continue the pursuit of Bed Tax reimbursement, enforcement of Code Section 118 possibly, and look into rezoning the NW 36th Street on opening up the uses in the area.

C) Request by Vice Mayor Santin to discuss the City joining and applying for Main Street America membership

Vice Mayor Santin stated that he felt it was important for the City to have this membership in order to take advantage of the resources. He stated the cost is nominal and there are a variety of grants that the City can utilize. After further discussion, it was Council consensus to explore the membership further at the follow up workshop on Task Force recommendations. There was no further action on the item.

D) Request by Vice Mayor Santin to add two non-voting members to the Centennial Committee

Vice Mayor Santin stated that in order to help with the task at hand and the huge undertaking the board is responsible for, he wanted to add two non-voting members to help the board. He recommended that Jennifer Graham and Alex Aguiar be appointed. Councilman Fajet made a motion to approve the two new non-voting members to the Centennial Committee. Councilman Vazquez seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilwoman Bravo, Councilman Fajet, and Councilman Vazquez voting Yes.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera had no report at this time.

B) City Manager

Assistant City Manager Tammy Romero provided events taking place in the City. More information is available on the City's Official Website. She provided updates on the South Royal Poinciana Boulevard roadway improvements and beautification project.

C) City Council

Vice Mayor Santin stated at the last meeting the City Council decided to cancel the fireworks on July 4th. He stated that the final decision to not have fireworks was not based on money, but that to protect the golf course renovations.

Councilwoman Bravo had no report at this time.

Councilman Fajet requested that the City can possibly fund an extra event in lieu of the fireworks. He requested that City Staff look into an additional event for July 4th festivities.

Councilman Vazquez stated that he recently was at the Arbor Day event, and noted that there were quite a few palm trees and Royal Poincianas. He wished the City Attorney a wonderful pregnancy and maternity leave.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 9:15 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 22nd day of May, 2023.*

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.



MEMO

To: The Honorable Mayor and members of the City Council
Via: Erika Gonzalez, MMC, City Clerk
From: Sandra Duarte, Administrative Assistant to the City Clerk
Subject: Historic Preservation Board Recommendation
Date: March 21, 2022

On behalf of the Historic Preservation Board,

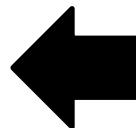
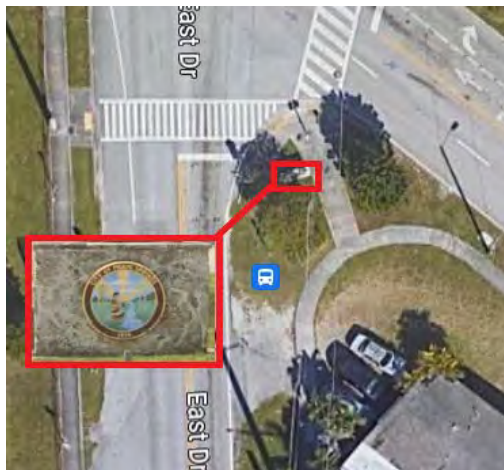
After receiving the assignment for selection of Entry Signage via the City Clerk's office, the Historic Preservation Board in collaboration with the Parks and Parkways Board have provided an outcome for the Council to consider.

The Historic Preservation Board members have worked diligently with each other and have gone through an extensive process of design choices and eliminations to select signs that reflect the historic styles of our City.

Based on the Boards actions taken at their special meeting of March 20, 2023, by consensus the Historic Preservation Board would like to bring the following recommendations to the attention of the City Council:

Board Member Wilde moved to recommend for Council use sign 6 for the East Drive entry signage location and sign 2 for Curtiss Parkway entry signage location with the exception of changing sign 2's material to stucco and rounded edges. The motion carried 4-0 via voice vote.

Entry sign at East Drive:



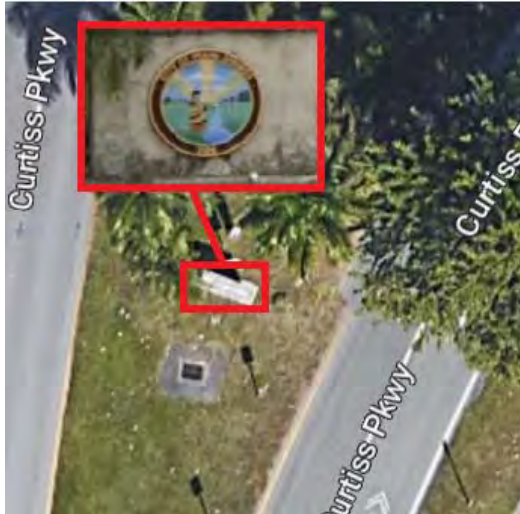


City of Miami Springs

Office of the City Clerk

Erika Gonzalez, MMC, City Clerk
Juan D. Garcia, CMC, Deputy City Clerk
Sandra Duarte, Assistant to the City Clerk

Entry Sign at Curtiss:



**TEXTURED ADOBE STYLE
NOT STONE, WITH
CURVED AND IRREGULAR
EDGES TO SIMULATE
PUEBLO STUCCO STYLE
INSTEAD.**

The Board would also like to highly recommend for the City to replace entry signage with more historically accurate themes at the end of N Royal Poinciana, Westward Drive and in Circle Park.

On behalf of the Historic Preservation Board, we would like to extend a generous thank you to the Council for all of the support. The Board looks forward to seeing more of their recommendations considered and implemented so our wonderful City may continue to keep its history alive through new additions.

Respectfully,

Chair Watson
Vice Chair Yvone Shonberger
Board Member Viviane Isla-Rey
Board Member Carol Foster
Board Member Ken Wilde



AGENDA MEMORANDUM

Meeting Date: May 22, 2023

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

Via: William Alonso, City Manager/ Finance Director

From: Tammy Romero, Assistant City Manager

Subject: Approve the increase for the Direct Purchase of the Hook Square Pump Replacement

RECOMMENDATION: Recommendation by Staff that Council approve the increase of \$2,988.58 for the purchase of a pump with Miami Dade Pump and Supply (d/b/a Miami Pump and Supply Company or d/b/a Central Florida Pump). Council previously approved \$62,011.42 on March 27th, for the direct purchase of the Hook Square pump replacement after obtaining four (4) written quotes pursuant to Section §31.11 (C)(2) of the City Code. Since that time the cost of the pump increased by \$2,988.58 for a total cost of \$65,000.00. Funding for this purchase (including the increase) will be made available through the State Appropriation for Statewide Surface Restoration and Wastewater grant where we were awarded \$750,000.00.

DISCUSSION: As previously mention at the March 27th, 2023 meeting, Council approved under the authority of the City Manager, after having obtained a minimum of three (3) quotes, the direct purchase of the pump with Miami Dade Pump and Supply for the Hook Square Pump station project in the amount of \$62,011.42.

At the time that Council approved the purchase, we had only had a verbal approval for the direct purchase of the pump from the grantor, Florida Department of Environmental Protection (FDEP). Due to timing and the fact that the pump delivery was expected to have a lead time of 25 weeks, we had requested Council's approval not anticipating that FDEP would take months to provide written approval. It took nearly two months for us to receive written approval and as a result, our initial proposal from February 22, 2023 was no longer valid with the vendor. After speaking with the rep with Miami Dade Pump and Supply, she informed us that the original price could no longer be honored since the factory had a price increase of 12%. As a result, this could have resulted in an increase of over \$7K, however, Jose Lopez, with B&A (our Engineer of Record), was able to negotiate a better price which increased the cost of the pump by only \$2,988.58, for an overall cost of \$65,000.00.

FISCAL IMPACT: None, as funds will be refunded on a cost reimbursement basis with no cost sharing requirement from the City.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN INCREASE OF \$2,988.58 FOR THE PURCHASE OF A STORMWATER PUMP FOR THE HOOK SQUARE STORMWATER PUMP STATION REPLACEMENT PROJECT FROM MIAMI DADE PUMP & SUPPLY COMPANY FOR A TOTAL AMOUNT NOT TO EXCEED \$65,000.00; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 14, 2022, the City of Miami Springs (the “City”) Council adopted Resolution No. 2022-4050, accepting a Statewide Surface Restoration and Wastewater Projects State Appropriation (the “Grant”) from the Florida Department of Environmental Protection (“FDEP”) in the amount of \$750,000 and authorizing the City Manager to enter into State-Funded Grant Agreement No. LPA0336 with FDEP for the Grant; and

WHEREAS, on March 27, 2023, the City Council adopted Resolution No. 2023-4078, approving the purchase of a new stormwater pump (the “Equipment”) from Miami Dade Pump & Supply Company (the “Vendor”) to replace the obsolete stormwater pump at 25 Hook Square for the City’s Hook Square Stormwater Pump Station Project (“Project”) utilizing Grant funding; and

WHEREAS, due to delays in receiving written approval from FDEP for the direct purchase of the Equipment for the Project, the quote from the Vendor for the purchase of the Equipment in the amount of \$62,011.42 expired; and

WHEREAS, the Vendor has provided the City with a revised quote for the purchase of the Equipment in an amount not to exceed \$65,0000.00, which quote is attached hereto as Exhibit “A” (the “Quote”); and

WHEREAS, the City Council desires to approve the increase of \$2,988.58 for the purchase of the Equipment from the Vendor, for a total amount not to exceed \$65,000.00, consistent with the terms and conditions of the Quote attached hereto as Exhibit “A,” and authorize the City Manager to issue a purchase order for the Equipment and expend budgeted funds; 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 increase of \$2,988.58 for the purchase of the Equipment from the Vendor consistent with the Quote attached hereto as Exhibit "A," for a total amount not to exceed \$65,000.00.

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

Section 4. Conflicts. All Sections or parts of Sections of Resolution No. 2023-4078 in conflict with this Resolution are repealed to the extent of such conflict.

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 Jorge Santin	_____
Councilmember Jacky Bravo	_____
Councilmember Dr. Victor Vazquez, Ph.D.	_____
Councilmember Dr. Walter Fajet, Ph.D.	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 22nd day of May, 2023.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

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

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

MIAMI DADE PUMP AND SUPPLY

D/B/A MIAMI PUMP AND SUPPLY COMPANY
 D/B/A CENTRAL FLORIDA PUMP
 7870 NW 62nd St
 MIAMI, FL. 33166
 T: 305-751-3535 F: 305-756-0239
 INFO@MIAMIPUMPANDSUPPLY.COM



PROPOSAL

Date	Proposal #
5/3/2023	050323-MF9

Customer
CITY OF MIAMI SPRINGS - GOV. ZUZELL E. MURGUIDO 201 WESTWARD DRIVE MIAMI, FL 33166

Ship To
HOOK SQUARE PUMP

**SALES AND SERVICE OF PUMPING EQUIPMENT AND ACCESSORIES
 24/7 EMERGENCY SERVICE AVAILABLE**

RFQ	EST. LEAD TIME	Terms	Rep	FOB
FAIRBANKS REP...	24 WEEKS	PREPAID	MF	FACTORY

Item	Description	Qty	Sales Price	Total
MISC	** REPLACEMENT TO EXISTING FAIRBANKS PUMP PM7068 ** NATIONAL PUMP MODEL #20-LL20P PROPELLER PUMP, FOR 10,000 GPM @ 10' TDH @ 880 RPM, WATER LUBRICATED, STANDARD CONSTRUCTION MATERIALS AND ADJ. MOTOR/PUMP SHAFT COUPLING. 40 HP NIDEC MOTOR, VSS, 900 RPM, 3/60/460V, 365VP FRAME, TYPE RV14, WPI, PRE. EFF., INV DUTY, 1.15SF., 16.50" BD & 120V HEATER.	1	65,000.00	65,000.00
	** FOB FACTORY - CUSTOMER IS RESPONSIBLE TO COORDINATE SHIPPING, PAY THE FREIGHT COST TO SHIP THE PUMP FROM THE FACTORY WITHIN 5 DAYS FROM THE PUMP BEING READY TO SHIP, OTHERWISE FACTORY WILL START CHARGING DAILY STORAGE FEES . ** PRODUCT WARRANTY: PRODUCTS ARE BACKED BY A 1 YEAR MANUFACTURERS WARRANTY AGAINST DEFECTS IN MANUFACTURING AND QUALITY. ** MANUFACTURED IN THE US. PARTS ARE AVAILABLE UPON REQUEST. ** 50% DEPOSIT IS REQUIRED AT TIME OF ACCEPTANCE, BALANCE DUE PRIOR TO SHIPPING FROM THE FACTORY.			

Thank you for your inquiry!
 Mavis Falcon

Signature

Subtotal

- Proposal is valid for 30 days on service & repairs. Pricing on manufactured pumps, motor, parts etc. are valid for 7 days, exemptions to be taken based on supply chain price increases.
- All items are subject to a minimum 20% restocking fee. Some manufacturer's fees may vary.
- All custom items fabricated to order are non-returnable and non-refundable. Proposal must be signed & dated in order to place custom orders, or with the issuance of purchase order.
- New product warranty as provided by manufacturer, policies available upon request.
- Service parts warranty is 1 year against defects in quality and workmanship, does not include service labor to complete repair.
- Service labor warranty is 90 days from date of invoice against defects in workmanship.
- All warranties are subject to a review process prior to warranties being issued.

Sales Tax (0.0%)

Total

Payment Method:
 Checks No Charge
 Credit Card + 3% / Wire Transfers..... \$25.00

MIAMI DADE PUMP AND SUPPLY

D/B/A MIAMI PUMP AND SUPPLY COMPANY
 D/B/A CENTRAL FLORIDA PUMP
 7870 NW 62nd St
 MIAMI, FL. 33166
 T: 305-751-3535 F: 305-756-0239
 INFO@MIAMIPUMPANDSUPPLY.COM



PROPOSAL

Date	Proposal #
5/3/2023	050323-MF9

Customer
CITY OF MIAMI SPRINGS - GOV. ZUZELL E. MURGUIDO 201 WESTWARD DRIVE MIAMI, FL 33166

Ship To
HOOK SQUARE PUMP

**SALES AND SERVICE OF PUMPING EQUIPMENT AND ACCESSORIES
 24/7 EMERGENCY SERVICE AVAILABLE**

RFQ	EST. LEAD TIME	Terms	Rep	FOB
FAIRBANKS REP...	24 WEEKS	PREPAID	MF	FACTORY

Item	Description	Qty	Sales Price	Total
	** INSTALLATION TO BE DISCUSSED AND QUOTED WITH CONTRACTOR AFTER NEW PLANS ARE APPROVED AND WE HAVE REVIEWED THEM. ** LEAD TIME OF 24 WEEKS IS APPROXIMATE TIME OF SHOP DRAWING APPROVAL.			

Thank you for your inquiry! Mavis Falcon	_____ Signature	Subtotal \$65,000.00 Sales Tax (0.0%) \$0.00 Total \$65,000.00
•Proposal is valid for 30 days on service & repairs. Pricing on manufactured pumps, motor, parts etc. are valid for 7 days, exemptions to be taken based on supply chain price increases. •All items are subject to a minimum 20% restocking fee. Some manufacturer's fees may vary. •All custom items fabricated to order are non-returnable and non-refundable. Proposal must be signed & dated in order to place custom orders, or with the issuance of purchase order. •New product warranty as provided by manufacturer, policies available upon request. •Service parts warranty is 1 year against defects in quality and workmanship, does not include service labor to complete repair. •Service labor warranty is 90 days from date of invoice against defects in workmanship. •All warranties are subject to a review process prior to warranties being issued.		Payment Method: Checks No Charge Credit Card + 3% / Wire Transfers..... \$25.00



AGENDA MEMORANDUM

Meeting Date: 5/22/2023

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

Via: William Alonso, City Manager/Fin. Director

From: Omar L. Luna, Recreation Director

Subject: Shade Canopies at Prince Field

Recommendation:

Recommendation by Recreation that Council authorize the issuance and/or execution of a Purchase Order to Industrial Shadeports, Inc., utilizing County of St. Johns, FL Bid # 20-46 (attached), in an amount not to exceed \$88,139.00, for Shade Canopies at Prince Field Baseball Fields as funds were budgeted in the FY22/23 Budget pursuant to Section §31.11 (E)(5) of the City Code.

Discussion/Analysis:

Prince Field is our Home to Little League Baseball/Softball. In the past seven years we have hosted the Little League All-Star District and Sectional Tournaments. This is a great accomplishment for the City of Miami Springs to host these tournaments. Adding the shade canopies to Prince Field will not only improve the aesthetics, but more importantly it will provide a safe environment for our park patrons to watch games and not be exposed to the sun.

Fiscal Impact (If applicable):

Submission Date and Time: 5/17/2023 6:09 PM

<p><u>Submitted by:</u></p> <p>Department: Recreation</p> <p>Prepared by: Omar Luna</p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><u>Approved by (sign as applicable):</u></p> <p>Dept. Head: </p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p> <p>Attorney: _____</p>	<p><u>Funding:</u></p> <p>Dept./ Desc.: Recreation Department</p> <p>Account No. 001-5701-572-63-00</p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ <u>\$88,139.00</u></p> <p>Current request: \$ _____</p> <p>Total vendor amount: \$ <u>\$88,139.00</u></p>
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RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF SHADE CANOPIES AND RELATED INSTALLATION SERVICES FOR PRINCE FIELD FROM INDUSTRIAL SHADEPORTS, INC. IN AN AMOUNT NOT TO EXCEED \$88,139 UTILIZING THE TERMS AND CONDITIONS OF ST. JOHNS COUNTY MASTER CONTRACT NO. 20-MCC-IND-12299 PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) desires to purchase shade canopies and related installation services (the “Equipment”) for Prince Field; and

WHEREAS, St. Johns County, FL has entered into Master Contract No. 20-MCC-IND-12299 (the “County Contract”) with Industrial Shadeports, Inc. (the “Vendor”) for the Equipment pursuant to Bid No. 20-46; 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, the Vendor has provided the City a quote (the “Quote”), attached hereto as Exhibit “A,” for the purchase of the Equipment in the amount of \$88,139; and

WHEREAS, in accordance with Section 31-11(E)(5) of the City’s Code, the City Council desires to approve the purchase of the Equipment from the Vendor in an amount not to exceed \$88,139 consistent with the terms and conditions of the County Contract and the Quote attached hereto as Exhibit “A”; and

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

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

Section 1. Recitals. 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 purchase of the Equipment from the Vendor consistent with the terms and conditions of the County Contract and the Quote attached hereto as Exhibit "A" in an amount not to exceed \$88,139 pursuant to Section 31-11(E)(5) of the City Code.

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

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

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

Vice Mayor Jorge Santin	_____
Councilmember Jacky Bravo	_____
Councilmember Dr. Victor Vazquez, Ph.D.	_____
Councilmember Dr. Walter Fajet, Ph.D.	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 15th day of May, 2023.

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

Industrial Shadeports Inc
 6600 NW 12th Ave, Suite 220
 Fort Lauderdale, FL 33309
 954-755-0661
 info@shadeports.com
 www.Shadeports.com



Estimate

ADDRESS	SHIP TO	ESTIMATE # 2883
Omar Luna	Omar Luna	DATE 04/21/2023
City of Miami Springs	City of Miami Springs	EXPIRATION DATE 05/21/2023
1401 Westward Drive	1401 Westward Drive	
Miami Springs, FL 33166	Miami Springs, FL 33166	

NAME	EMAIL	PHONE NUMBER
Omar Luna	lunao@miamisprings-fl.gov	305-733-4319

QTY	ACTIVITY	DESCRIPTION	AMOUNT
2	Hip Roof Design	36'L x 10'W x 8'H Clear Coated Galvanized Steel Hip Roof Shadeport Structure. Structure is designed with baseplates for surface mounting on concrete foundations using anchor bolts to be provided by Industrial Shadeports.	61,216.00T
12	Painted Steel Columns	Steel Columns, Powder coated in a color to be advised by customer at time of order.	T
4	New Unit Shade Cover	Removable, high density polyethylene, UV stabilized woven shadecloth fabric, including all cable and hardware. Color choice to be confirmed at time of order.	T
1	Hip Roof Design	60'L x 10'W x 8'H Clear Coated Galvanized Steel Hip Roof Shadeport Structure. Structure is designed with baseplates for surface mounting on concrete foundations using anchor bolts to be provided by Industrial Shadeports.	36,716.00T
8	Painted Steel Columns	Steel Columns, Powder coated in a color to be advised by customer at time of order.	T
3	New Unit Shade Cover	Removable, high density polyethylene, UV stabilized woven shadecloth fabric, including all cable and hardware. Color choice to be confirmed at time of order.	T
1	Engineering	3 Sealed copies of Structural Engineering Drawings and Calculations (if required) for permitting. Drawings and calculations are signed and sealed by a State of Florida Licensed and Registered Structural Engineer. Current Site Plan and/or Survey must be furnished by the Customer. Special Inspectors, if required, will be an additional cost.	T
1	Permit Administration	Permit registration administration fee, not including any Municipal Fees (to be billed separately). Filing of notices to owner and/or Notice of Commencement by others.	T
1	Shadeport Installation	Install Shadeport Structure as per Engineering Specifications - No allowance for rock removal, dewatering, dumpster rental and unforeseen ground conditions, including tree roots, sprinkler systems and underground piping unless otherwise stated herein. An	T

QTY	ACTIVITY	DESCRIPTION	AMOUNT
		additional charge due to damaged existing steel structure (or restraining devices) will be billed at the current Service Rates as published by Industrial Shadeports, as will any delays beyond the control of Industrial Shadeports and/or the rental fee of any additional equipment that may be necessary to break though Coral. If soil testing is required to be done, this is to be done by others. Soil/rock will be left next to the finished foundation(s).	
1	Dumpster Rental	Dumpster Rental for soil removal (if required). Excavated soil is normally left near the foundations for use by others elsewhere in the landscaping.	T
1	Equipment Rental	Any necessary special equipment (Cranes, Scissor Lifts, etc.)	T
1	Concrete	Fiber Reinforced Concrete	T
1	Concrete Pump	Concrete Pump	T
1	S/H - With Install Quote	S/H is included.	T
1	Payment Terms	Payment due upon completion of work. Progress payments may be requested for long duration projects. Price is based on cash or check payment. Credit card payments will require an additional charge.	T
1	Delivery	4-6 Weeks after placement of order, receipt of deposit due and/or permit approval.	T
1	Piggyback Contract - 10% Discount	This proposal is based on Piggybacking from the St. Johns County Master Contact 20-MCC-IND-12299, a copy of which can be provided upon request. St. Johns County has favorable pricing and terms which allow for a 10% discount off our normal price list. The Discount for Piggybacking from St. Johns County contract is 10% as reflected here. Industrial Shadeports also has a number of additional contracts available for Piggybacking.	-9,793.00T
	Piggyback	This proposal is based on Piggybacking from the St. Johns County Contract No. 20-MCC-IND-12299, a copy of which can be provided upon request. Industrial Shadeports also has a number of additional contracts available for Piggybacking.	T
	Price Guarantee	Ask about our Low Price Guarantee! - We will meet or beat any price on the market at the time of order.	T
	Delivery Guarantee	Ask about our Quick Delivery Guarantee! - We will meet or beat any delivery time on the market at the time of order	T
	Qualifications	Industrial Shadeports is the original USA manufacturer and Installer of Shadeports / Shade Structures / Shade Sails. We have been manufacturing in Broward County and have been installing our own products around the Country, in the Carribbean, and in the Pacific Islands since first introducing the product to the US market in 1993. We have also been manufacturing in Miami-Dade County since 2006. Industrial Shadeports is a Certified General Contractor in the State of Florida Lic #CGC1525577. Industrial Shadeports has Certified Playground Safety Inspectors for all your shade needs. Industrial Shadeports is a Broward County Florida Certified County Business Enterprise (CBE).	T

QTY	ACTIVITY	DESCRIPTION	AMOUNT
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Industrial Shadeports is a Broward County Florida Certified Small Business Enterprise (SBE). We are also a Palm Beach County Florida Certified Small Business Enterprise (SBE). Miami Dade County provides reciprocity for the SBE Certifications.

		SUBTOTAL	88,139.00
		TAX	0.00
		TOTAL	\$88,139.00

Accepted By

Accepted Date



CONTRACT AGREEMENT
Bid No.: 20-46: Park & Playground Equipment
Master Contract #: 20-MCC-IND-12299

This Contract Agreement, ("Agreement") is made as of this 28th day of July, 2020, ("Effective Date") by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Industrial Shadeports, Inc.** ("Contractor"), authorized to do business in the State of Florida, with offices located at 6600 NW 12th Ave., Suite 220, Fort Lauderdale, FL 33309; Phone: (954) 755-0661; and Email: info@shadeports.com.

In consideration of the mutual promises contained herein, the County and Contractor agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon the Effective Date shall be in effect for a period of three (3) calendar years, and may be extended, in one (1) year renewal periods for a maximum of two (2) one (1) year extensions, as necessary to complete the required services, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be extended as stated in this Article, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Contractor satisfactorily performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" includes the following:

- This Agreement, including any amendment executed as provided in Article 32;
- Appendix A – FEMA Required Contract Clauses
- Appendix B – CDBG-DR Required Contract Clauses
- St. Johns County Bid No.: 20-46 (Exhibit A);
- Contractor Cost Proposal (Exhibit B);
- DBRA Wage Determination (Exhibit C)
- Any Certificate of Insurance required pursuant to Article 15 of this Agreement.

Any document not identified above is not a Contract Document and does not form part of this Agreement. In interpreting the Contract and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above.

ARTICLE 3 - SERVICES

The Contractor's responsibility under this Agreement is to provide park and playground equipment, playground surfacing, water stations, splash pads, park water features, park furniture (i.e. seating, benches, picnic tables, bleachers, trash receptacles, etc.) scoreboards, sports equipment including but not limited to tennis nets, basketball goals, any and all sports nets, car stops, bicycle racks, bicycle repair and pump stations as ordered by St. Johns County. Delivery, off-loading, and installation services shall also be provided as ordered by St. Johns County, as specified in the Scope of Work, proposed by the Contractor, approved by the County in accordance with Bid No. 20-46 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Parks and Recreation Department or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

The County shall compensate the Contractor based on equipment Unit Prices as stated in the selected vendor's catalog for

Park & Playground Equipment, per project site, which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Contractor under this Agreement shall not exceed one hundred fifty thousand dollars (\$150,000.00) stated above without the County's express written approval, and amendment to this Agreement.

The maximum project costs eligible to be authorized by Purchase Order under the awarded Contract is \$100,000. Any project that is estimated to exceed that amount, must be submitted to the SJC Board of County Commissioners for approval prior to the Purchase Order being issued.

It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.

The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered at the end of each month. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:

1. The Contractor has billed the County for all services rendered by it and any of its Contractors or sub-contractors through the date of the invoice;
2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
3. The reimbursable expenses, if any, have been reasonably incurred; and
4. The amount requested is currently due and owing.

Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Request for Payment Form 1550, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.

The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's sub-contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.

Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Parks & Recreation Department
Attn: Jamie Baccari, Community Program Manager
2175 Mizell Road
St. Augustine, FL 32080

FINAL INVOICE: In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no

obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 – TERMINATION

This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.

This Agreement may be terminated by the County with cause upon at least fourteen (14) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.

Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:

1. Stop work on the date to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – SUBCONTRACTING

The County reserves the right to approve the use of any sub-contractor, or to reject the selection of a particular sub-contractor, and to inspect all facilities of any sub-contractors in order to make a determination as to the capability of the sub-contractors to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a sub-contractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the sub-contractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any sub-contractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 12 – E-VERIFY

The Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify System to verify employment eligibility of any and all personnel hired to perform work under this Agreement. Additionally, the Contractor shall explicitly require any and all sub-contractors and sub-contractors to utilize the U.S. Department of Homeland Security’s E-Verify System to verify employment eligibility of all personnel hired to perform work under this Agreement.

ARTICLE 13 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County’s Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor’s performance under this Agreement.

ARTICLE 14 – AVAILABILITY OF FUNDS

The County’s obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County’s budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 15 - INSURANCE

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers’ Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain throughout the duration of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Contract, adequate Workers’ Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

ARTICLE 16 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the Contractor and other persons employed or utilized by the Contractor.

ARTICLE 17 – SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 18 – NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 19 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 20 – CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

ARTICLE 21 – EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's sub-contractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its sub-contractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, the County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or

all of the Work at any time.

ARTICLE 22 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 23 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent Contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 24 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, 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, 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.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 25 – ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 26 – NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

ARTICLE 28 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 29 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 30 – AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 31 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 32 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 33 – FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

ARTICLE 34 – ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 35 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Industrial Shadeports, Inc.
Attn: Stanley Breitweiser
6600 NW 12th Ave., Suite 220
Fort Lauderdale, FL 33309

ARTICLE 36 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 37 –PUBLIC RECORDS

The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
- (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

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

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE 38 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

ARTICLE 39 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

ARTICLE 40 – AUTHORITY TO EXECUTE

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

ARTICLE 41 – OSHA REQUIREMENTS

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

ARTICLE 42 – COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

ARTICLE 43 – TRAINING AND EDUCATION

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of:

1) Fall Hazards 2) Caught-In and Between Hazards 3) Struck-By Hazards and 4) Electrocutation Hazards.

ARTICLE 44 – FIRE EXTINGUISHERS (FOR FIRE EXTINGUISHER SERVICES)

Pursuant to Florida State Statute Chapter 633 Section 304 and NFPA 1, Florida Fire Prevention Code, fire extinguisher services shall be performed by a contractor who is licensed/permitted by the State Fire Marshal.

ARTICLE 45 – TOXIC SUBSTANCES/FEDERAL HAZARD COMMUNICATION "RIGHT TO KNOW AND UNDERSTAND" REGULATIONS

The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.

The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

ARTICLE 46 – TEMPORARY TRAFFIC CONTROL (TTC)/MAINTENANCE OF TRAFFIC (MOT)

The Contractor must comply with the Florida Department of Transportation's (DOT) Temporary Traffic Control (TTC)

and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way.

Bid No. 20-46; Park and Playground Equipment
Master Contract #: 20-MCC-IND-12299

IN WITNESS WHEREOF, authorized representatives of the County and Contractor have executed this Agreement on the day and year below noted.

COUNTY:

St. Johns County, FL

Full Legal Name

By: 

Signature County Representative

Leigh A. Daniels, CPPB

Printed Name – County Representative

Assistant Purchasing Manager

Printed Title – County Representative

7/28/20

Date of Execution

ATTEST:

ST. JOHNS COUNTY, FL
CLERK OF COURT



Deputy Clerk

7/28/20

Date of Execution

LEGALLY SUFFICIENT



County Attorney

7/31/20

Date of Execution

CONTRACTOR:

Industrial Shadeports, Inc.

Full Legal Company Name

By: 

Signature of Contractor Representative

STANLEY BREITWIESER - PRESIDENT

Printed Name & Title

JULY 22, 2020

Date of Execution

ST JOHNS COUNTY

JUL 24 '20

PURCHASING

APPENDIX A

FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

1. Equal Employment Opportunity.

If this contract meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses in subsections (a) and (b) above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of

\$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.

- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

4. Compliance with Clean Air Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Compliance with Federal Water Pollution Control Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. Byrd Anti-Lobbying Amendment

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

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official
Date

8. Procurement of Recovered Materials.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

9. DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

APPENDIX B

CDBG-DR REQUIRED CONTRACT CLAUSES

1. Equal Employment Opportunity

- a. The contractor agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.
- b. If this contract is in excess of \$10,000 and meets the definition of a “federally assisted construction contract” as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor’s performance under this contract:
 - i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
 - ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.
 - iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the contractor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vii. In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Davis Bacon Act.

- a. This section applies to all construction contracts in excess of \$2,000.
- b. In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the contractor shall pay wages not less than once a week.
- c. Award of this contract to the contractor is conditioned upon the contractor's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

3. Copeland Anti-Kickback Act.

- a. This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.
- b. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- c. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- d. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- c. The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

5. Compliance With Clean Air Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

6. Compliance with Federal Water Pollution Control Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

7. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its

affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

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

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official
Date

9. Procurement of Recovered Materials.

- a. In the performance of this contract, the contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The contractor shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more.

10. Section 3 Clause.

- a. The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.
- b. The parties to this agreement agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advertising the contractor's commitments under this Section 3 clause. The contractor shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations set forth in 24 C.F.R. Part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.
- f. Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD-assisted contracts.

- g. With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this agreement. Section 7(6) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

11. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that this contract is funded entirely or in part by Community Development Block Grant Disaster Recovery funds. The contractor will comply with all applicable federal law, regulations, executive orders, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- a. The Housing and Community Development Act of 1974, as amended;
- b. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- c. Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- d. 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- e. Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- f. Public Law 114-223: Continuing Appropriations Act, 2017;
- g. Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- h. HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- i. HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- j. HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

12. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

13. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.



St. Johns County Board of County Commissioners

Purchasing Division

August 3, 2020

Industrial Shadeports, Inc.
6600 NW 12th Ave, Suite 220
Fort Lauderdale, FL 33309

RE: Bid No: 20-46 – Park & Playground Equipment
Master Contract No: 20-MCC-IND-12299

Dear Mr. Breitweiser:

Attached, please find a fully executed original copy of the Contract Agreement for Park & Playground Equipment for your files.

All work under this contract will be authorized by Purchase Order. No work shall be performed without an executed Purchase Order, issued by the SJC Purchasing Department. In the event the County requests a proposal from Southern Recreation, Inc. regarding a specific project, any and all instructions for the proposal will be included in the request.

If you have any questions regarding this contract, you may contact me at the information below.

Thank you for doing business with St. Johns County.

Sincerely,
St. Johns County, FL
Purchasing Department

A handwritten signature in black ink, appearing to read "Leigh A. Daniels", is written over the typed name.

Leigh A. Daniels, CPPB
Purchasing Manager
(904) 209-0154 – Direct
(904) 209-0155 – Fax
ldaniels@sjcfl.us

cc: SJC Minutes & Records (Copy taken when attested)
SJC Purchasing Bid 20-46 – Master Contract File



AGENDA MEMORANDUM

Meeting Date: May 22, 2023

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

Via: William Alonso, City Manager/ Finance Director

From: Tammy Romero, Assistant City Manager

Subject: Approval of Amendment No. 1 to FDEP Agreement LPA0336

RECOMMENDATION: Recommendation by Staff that Council approve Amendment No. 1 to the Florida Department of Environmental Protection (FDEP) and authorize the City Manager to execute the attached Amendment for the extension of the agreement due to supply chain issues, as well as allowing for the reimbursement of costs related to the direct purchase of the pump for Hook Square Pump Station renovations to be accepted through the State Appropriation for Statewide Surface Restoration and Wastewater grant where we were awarded \$750,000.00 via FDEP.

DISCUSSION: At the November 14, 2022, Regular City Council Meeting, the City Council adopted Resolution No. 2022-4050, accepting a Statewide Surface Restoration and Wastewater Projects State Appropriation Grant from the Florida Department of Environmental Protection (“FDEP”) in the amount of \$750,000 and authorizing the City Manager to enter into State-Funded Grant Agreement No. LPA0336 (the “Agreement”) with FDEP for the Grant.

The attached amendment revises the date of expiration for the grant to be effective until April 30, 2025 due to lead times and supply chain issues. Additionally, it allows us the ability to direct purchase the pump as direct purchase equipment, which was subject to approval by FDEP. The remaining work to be performed under this Amendment will remain with the same terms and conditions as provided in the original Agreement signed in 2022.

FISCAL IMPACT: None, as funds will be refunded on a cost reimbursement basis with no cost sharing requirement from the City.

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A FIRST AMENDMENT TO STATE-FUNDED GRANT AGREEMENT NO. LPA0336 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) RELATING TO THE HOOK SQUARE PUMP HOUSE REPLACEMENT PROJECT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) was awarded a Statewide Surface Restoration and Wastewater Projects State Appropriation (the “Grant”) in the amount of \$750,000 by the Florida Department of Environmental Protection (“FDEP”) for the Hook Square Pump House Replacement Project (the “Project”); and

WHEREAS, on November 14, 2022, the City Council adopted Resolution No. 2022-4050, accepting the Grant from FDEP in the amount of \$750,000 and authorizing the City Manager to enter into State-Funded Grant Agreement No. LPA0336 (the “Agreement”) with FDEP for the Grant; and

WHEREAS, due to delays in lead times and supply chain issues, FDEP has proposed a First Amendment (the “Amendment”) to the Agreement in substantially the form attached hereto as Exhibit “A” to extend the term of the Agreement, modify the Grant Work Plan, and permit the City to directly purchase the equipment necessary for the Project using Grant funds; and

WHEREAS, the City Council desires to approve the Amendment to the Agreement and authorize the City Manager to execute the Amendment in substantially the form attached hereto as Exhibit “A”; and

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

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

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

Section 2. Approval. That the City Council hereby approves the Amendment to the Agreement with FDEP.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to execute the Amendment to the Agreement in substantially the form attached hereto as Exhibit "A," and any required or related agreements, amendments, or documents which are required to implement the purposes of this Resolution and the Amendment, subject to approval by the City Attorney as to form, content, and legal sufficiency.

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 Jorge Santin	_____
Councilmember Jacky Bravo	_____
Councilmember Dr. Victor Vazquez, Ph.D.	_____
Councilmember Dr. Walter Fajet, Ph.D.	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 22nd day of May, 2023.

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

**AMENDMENT NO. 1
TO AGREEMENT NO. LPA0336
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF MIAMI SPRINGS**

This Amendment to Agreement No. LPA0336 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Miami Springs (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Miami Springs Hook Square Pump House Replacement (Project), effective July 1, 2022; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to supply chain issues delaying project implementation; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to April 30, 2025. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 4. of Attachment 2 is hereby revised to the following:

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

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, for actual costs not to exceed the budget amount identified in Attachment 3.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, for actual costs not to exceed the budget amount identified in Attachment 3.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

3. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.

4. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF MIAMI SPRINGS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

William Alonso, City Manager
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

Mary Clare Swanson, DEP Grant Manager

Amanda Peck, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-1	Revised Grant Work Plan

**ATTACHMENT 3-1
REVISED GRANT WORK PLAN**

PROJECT TITLE: Hook Square Pump House Replacement

PROJECT LOCATION: The Project will be located in the City of Miami Springs within Miami-Dade County; Lat/Long (25.8202, -80.2808). See Figure 1 for location map.

PROJECT BACKGROUND: The City of Miami Springs (Grantee) has determined that the Hook Square pump station has deteriorated to the point that it is no longer meeting the needs of the community. The pump station and related appurtenances needs to be replaced to protect water quality, minimize flood risks, provide bank stabilization, and protect local manatee populations. The Grantee will purchase the following equipment that will be permanently installed by the subcontractor: National Pump Model Propeller Pump for 10,000 GPM.

PROJECT DESCRIPTION: The Grantee will replace a 35 HP pump station along the C-6 canal. The replacement includes the installation of new 50 HP axial flow pump, portable generator, electric controls, refurbishing of bar screens as needed, pump discharge and bypass piping, as well as restoration of existing buildings and headwalls including an outflow with flap-gate and rip rap bank stabilization.

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

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete a topographical and bathymetric survey, geotechnical report and existing conditions report to produce a pre-design report. The Grantee will complete the design and calculations for the replacement of the existing pump, structural, mechanical and electrical plans, and bank stabilization and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design (or preconstruction) activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

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

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

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the pump station and outflow improvements.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

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

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

Task 3: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

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

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

Task 4: Construction

Deliverables: The Grantee will construct improvements to the pump house and related appurtenances in accordance with the construction contract documents.

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

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

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

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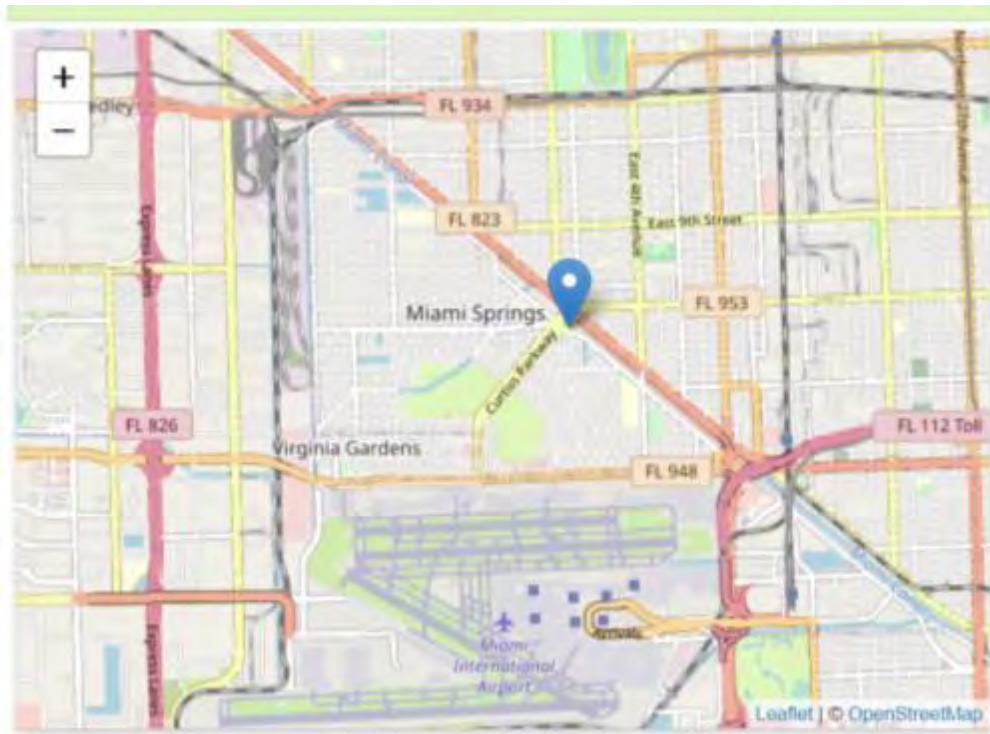
PROJECT TIMELINE & BUDGET DETAIL:

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

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$200,000	07/01/2022	10/31/2023
2	Bidding and Contractor Selection	Contractual Services	\$30,000	07/01/2022	10/31/2023
3	Project Management	Contractual Services	\$20,000	07/01/2022	10/31/2024
4	Construction	Contractual Services	\$370,000	07/01/2022	10/31/2024
		Miscellaneous/ Other Expenses	\$65,000		
Total:			\$750,000		

Note that, per Section 8.h. of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

Figure 1: Location map



RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TO ALLOW THE CITY, PURSUANT TO SECTION 8CC-11 OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES, TO ENFORCE VARIOUS PROVISIONS OF THE COUNTY CODE AND ISSUE CIVIL VIOLATION NOTICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as a municipal corporation within Miami-Dade County, Florida (the “County”), the City of Miami Springs (the “City”) is entitled to enforce certain provisions of the County Code of Ordinances (the “County Code”) by entering into an interlocal agreement with the County pursuant to Section 8CC-11 of the County Code; and

WHEREAS, the City desires to exercise the authority to issue civil violation notices through Chapter 8CC of the County Code and otherwise enforce various provisions of the County Code as they may be amended from time to time, as further set forth in the Interlocal Agreement attached hereto as Exhibit “A”; and

WHEREAS, the City desires to enter into the Interlocal Agreement (the “Agreement”) with the County in substantially the form attached hereto as Exhibit “A”; and

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

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

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

Section 2. Approval. The City Council approves the Agreement with the County in substantially the form attached hereto as Exhibit “A.”

Section 3. Authorization. The City Council hereby authorizes the City Manager to execute the Agreement, in substantially the form attached hereto as Exhibit “A,” and any subsequent amendments or related documents necessary to implement the Agreement, subject to the approval of the City Attorney as to form, content, and legal sufficiency.

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 Jorge Santin	_____
Councilmember Jacky Bravo	_____
Councilmember Dr. Victor Vazquez, Ph.D.	_____
Councilmember Dr. Walter Fajet, Ph.D.	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 22nd day of May, 2023.

ATTEST:

MARIA PUENTE MITCHELL
MAYOR

ERIKA GONZALEZ, MMC
CITY CLERK

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

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



Integrity • Respect
Service • Fairness

Miami-Dade Police Department
Office of the Director
Police Legal Bureau
9105 NW 25th Street • Room 3069
Miami, Florida 33172-1500
T 305-471-2550

miamidade.gov

May 08, 2023

Miami Springs Police Department
Chief Armando Guzman
201 Westward Drive
Miami Springs, Florida 33166

Dear Chief Guzman:

Subject: Interlocal Agreement between Miami-Dade
County and the Miami Springs Police Department

Enclosed, please find two original Interlocal Agreements between Miami-Dade County and Miami Springs that allow the Miami Springs Police Department to continue issuing civil citations for misdemeanor infractions of enumerated sections of the County Code. Once the enclosed agreements have been fully executed by the City, please return them to my attention at:

Lyssa Fordin
Miami-Dade Police Department
9105 NW 25th Street, Suite 3042
Doral, Florida 33172

Once fully executed by Miami-Dade County, a copy will be returned for your records.

We look forward to continuing our partnership on these important public safety initiatives. If you have any questions regarding this matter, please contact Ms. Lyssa Fordin at (305) 790-1541.

Sincerely,

A handwritten signature in blue ink that reads 'lyssa fordin'.

Lyssa Fordin
MDPD Gov. Affairs Legal Research Analyst

Enclosures

**INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY, FLORIDA
AND
THE CITY OF MIAMI SPRINGS**

**ALLOWING THE MIAMI SPRINGS POLICE DEPARTMENT TO ENFORCE
SECTIONS 7-1(C), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-
276(B), 21-21, 21-21.2(B), 21-21.3, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(B), 21-29.1, 21-
31.1, 21-31.2(B)(1), 21-31.2(B)(2), 21-31.4(B), 21-35(D), 21-36, 21-36.1, 21-36.3(C), 21-38(A),
21-51, 21-56, 21-57, 21-81(D), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, AND
31-105 OF THE CODE OF MIAMI-DADE COUNTY
THROUGH CHAPTER 8CC OF THE COUNTY CODE**

This Interlocal Agreement (“Agreement”) is made and entered this ____ day of _____, 2023, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter “COUNTY”) and the City of Miami Springs (hereafter “PARTICIPATING ENTITY”).

WITNESSETH

WHEREAS, a PARTICIPATING ENTITY may enforce within its lawful jurisdiction within Miami-Dade County provisions of the Code of Miami-Dade County (the “County Code”) through chapter 8CC of the County Code upon execution and adoption of an interlocal agreement by the COUNTY and the PARTICIPATING ENTITY which contains the sections of the County Code the PARTICIPATING ENTITY wishes to enforce, the job title of the agents or employees of the PARTICIPATING ENTITY authorized to perform the enforcement functions, the amount reimbursable to the COUNTY for administrative costs, the amount of revenue reimbursable to the PARTICIPATING ENTITY from any fine collected, an agreement to indemnify and hold the COUNTY harmless from and against any and all liability, actions and causes of actions relating to the PARTICIPATING ENTITY’s enforcement, and a term not to exceed three (3) years; and

WHEREAS, the COUNTY and the PARTICIPATING ENTITY agree that it is in their mutual best interests and the best interests of the PARTICIPATING ENTITY and of the citizens of the COUNTY to have the PARTICIPATING ENTITY enforce the provisions of sections 7-1(c), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-276(b), 21-21, 21-21.2(b), 21-21.3, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(b), 21-29.1, 21-31.1, 21-31.2(b)(1), 21-31.2(b)(2), 21-31.4(b), 21-35(d), 21-36, 21-36.1, 21-36.3(c), 21-38(a), 21-51, 21-56, 21-57, 21-81(d), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, and 31-105 of the County Code, as they may be amended from time to time, through chapter 8CC of the County Code,

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits derived here from and in compliance with section 8CC-11 of the County Code, the COUNTY and the PARTICIPATING ENTITY covenant and agree as follows:

I. CODE SECTIONS SUBJECT TO ENFORCEMENT

The PARTICIPATING ENTITY is authorized to enforce the provisions of sections 7-1(c), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-276(b), 21-21, 21-21.2(b), 21-21.3, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(b), 21-29.1, 21-31.1, 21-31.2(b)(1), 21-31.2(b)(2), 21-31.4(b), 21-35(d), 21-36, 21-36.1, 21-36.3(c), 21-38(a), 21-51, 21-56, 21-57, 21-81(d), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, and 31-105 of the County Code (the “Specified Sections”), as they may be amended from time to time, through chapter 8CC of the County Code, including but not limited to the ability to issue civil violation notices under section 8CC-10 of the County Code for violations of the provisions of the Specified Sections, as they may be amended from time to time, within the jurisdiction of the PARTICIPATING ENTITY. Notwithstanding this authorization, nothing in this Agreement shall be construed to limit,

supersede, or remove the independent authority of the COUNTY to enforce the Specified Sections within the jurisdiction of the PARTICIPATING ENTITY.

II. AUTHORIZED AGENTS

All law enforcement officers as defined by section 943.10(1), Florida Statutes that are employed by the PARTICIPATING ENTITY are authorized by this Agreement to perform the enforcement functions outlined in and in accordance with this Agreement.

III. AMOUNT REIMBURSABLE TO MIAMI-DADE COUNTY FOR COSTS RELATED TO THE CONDUCT OF HEARINGS ON APPEALS

The PARTICIPATING ENTITY shall reimburse the COUNTY for the administrative costs relating to the conduct of hearings on appeals from violations as provided in Section I above by paying the administrative fee for civil violation hearings as outlined in Implementing Order 4-33. The PARTICIPATING ENTITY shall also be responsible for reimbursing the COUNTY for any attorney's fees and costs, including the costs of transcripts and clerical costs, incurred in such proceedings. The billing for the administrative fee and any incurred attorney's fees and costs shall be processed by the Miami-Dade Police Department, and funds shall be payable to the Miami-Dade Police Department within thirty (30) days of receipt of an invoice for such services. Funds received by the Miami-Dade Police Department from the PARTICIPATING ENTITY will be deposited into the Miami-Dade County Diversion Program, except that a portion of the funds received from the PARTICIPATING ENTITY may be used to offset costs incurred by the Miami-Dade Police Department in connection with billing for the above fee and costs.

In addition, the PARTICIPATING ENTITY shall bear all costs relating to any subsequent appeal of the Hearing Officer's decision to the Circuit Court of the Eleventh Judicial Circuit and/or any higher court, and shall be solely responsible for representing the PARTICIPATING ENTITY in any such proceedings.

IV. AMOUNT OF REVENUE REIMBURSABLE TO THE PARTICIPATING ENTITY FROM THE FINE COLLECTED

Subject to applicable state law, the Clerk of Courts shall, on a quarterly basis, reimburse to the PARTICIPATING ENTITY the fines collected from the issuance of civil violation notices for violations of the Specified Sections as set forth in section 8CC-10 of the County Code. Prior to the reimbursement, the Clerk of Courts will deduct the Clerk's administrative costs of processing the civil violation notices from the fines collected. Should the violator opt to enter the Miami-Dade County Diversion Program as set forth in Implementing Order 2-12, the Clerk shall pay to the COUNTY, and the COUNTY shall keep, the entire processing fee paid by the violator.

V. TERM OF AGREEMENT AND RENEWALS

This Agreement shall be in full force and effect from the date of the final execution by either party and shall continue for three (3) years. At the expiration of the three (3) year period, in order for the PARTICIPATING ENTITY to continue its enforcement efforts, the COUNTY and the PARTICIPATING ENTITY may renew this Agreement for up to three (3) terms of three (3) years each.

VI. PARTICIPATING ENTITY INDEMNIFICATION OF THE COUNTY

Subject to the limitations set forth in section 768.28, Florida Statutes, and all other applicable laws, the PARTICIPATING ENTITY shall indemnify and hold harmless the COUNTY from and for any losses, claims, causes of action, or damages of any nature whatsoever, arising from the act, omission, performance, or failure of performance of the PARTICIPATING ENTITY or the PARTICIPATING ENTITY's agents, contractors, servants, and employees relative to the enforcement of the provisions of the Specified Sections pursuant to chapter 8CC of the County Code. The PARTICIPATING ENTITY shall defend the COUNTY in any action, including any action in the name of the COUNTY.

VII. DEFAULT

A. Without limitation, the failure by the PARTICIPATING ENTITY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a “Participating Entity Default.” If a Participating Entity Default should occur, the COUNTY shall have all the following rights and remedies which may be exercised singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the PARTICIPATING ENTITY thereunder are terminated, effective upon such date as is designated by the COUNTY. Provided, however, that the COUNTY shall give PARTICIPATING ENTITY a period of thirty (30) days after receipt of the written notice from the COUNTY of said default to cure any Participating Entity Default unless the COUNTY determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the PARTICIPATING ENTITY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the COUNTY’s satisfaction, then it shall be deemed that no Participating Entity Default shall have occurred under the provisions of this paragraph.
2. Any and all rights provided under the laws of the State of Florida.

B. Without limitation, the failure by the COUNTY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a “County Default.” If a County Default should occur, the PARTICIPATING ENTITY shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the COUNTY thereunder are terminated, effective upon such date as is designated by the PARTICIPATING ENTITY. Provided, however, that the PARTICIPATING ENTITY shall give the COUNTY a period of thirty (30) days after receipt of written notice from the PARTICIPATING ENTITY of said default to cure any County Default unless the PARTICIPATING ENTITY determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the COUNTY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the PARTICIPATING ENTITY's reasonable satisfaction, then it shall be deemed that no County Default shall have occurred under the provisions of this paragraph.
2. Any and all rights provided under the laws of the State of Florida.

VIII. TERMINATION

Notwithstanding the above, this agreement may be terminated by either the COUNTY or the PARTICIPATING ENTITY upon thirty (30) days' written notice.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The COUNTY and the PARTICIPATING ENTITY agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the COUNTY and the PARTICIPATING ENTITY for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

X. ENTIRETY OF AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The COUNTY and the PARTICIPATING ENTITY agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the COUNTY and the PARTICIPATING ENTITY as to matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by both the COUNTY and the PARTICIPATING ENTITY and their authorized representatives.

XI. HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

XII. RIGHTS OF OTHERS

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the COUNTY and the PARTICIPATING ENTITY any rights or remedies under or by reason of this Agreement.

XIII. REPRESENTATION OF THE ENFORCEMENT ENTITY

The PARTICIPATING ENTITY represents that: (i) this Agreement has been duly authorized, executed, and delivered by the governing body of the PARTICIPATING ENTITY or its designee; and (ii) it has the required power and authority to perform this Agreement.

XIV. REPRESENTATION OF COUNTY

The COUNTY represents that: (i) this Agreement has been duly authorized, executed, and delivered by the governing body of the COUNTY or its designee; and (ii) the COUNTY has the required power and authority to perform this Agreement.

XV. WAIVER

There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

XVI. INVALIDITY OF PROVISIONS, SEVERABILITY

Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

XVII. NOTICE

Notices to the PARTICIPATING ENTITY shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

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

with copy to:

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

Notices to the COUNTY shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

Miami-Dade County Mayor
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 29th Floor
Miami, FL 33128

with copy to:

Miami-Dade County Attorney
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 28th Floor
Miami, FL 33128

Or such other respective address as the COUNTY and the PARTICIPATING ENTITY may designate to each other in writing from time to time.

IN WITNESS WHEREOF, the COUNTY and the PARTICIPATING ENTITY hereto have set their hands and seals the day and year first above written.

CITY OF MIAMI SPRINGS

William Alonso Date
City Manager

ATTEST:

Erika Gonzalez, City Clerk Date
Miami Springs, Florida

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

City Attorney Date
Miami Springs, Florida



AGENDA MEMORANDUM

Meeting Date: May 17, 2023

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

Via: William Alonso, City Manager

From: Bill Collins, HR Director/Risk Manager *BCM*

Subject: City Manager Selection Process Discussion

I am writing to provide an update on the City Manager search process and to make some recommendations on the interview process.

City Manager Search Update

As of the May 15 application deadline, 16 individuals have applied for the position. Dona Higgenbotham and her team at Mercer Group Florida are currently interviewing candidates to narrow down the pool of applicants. Ms. Higgenbotham has informed me that she will provide the application materials of the 5 to 8 best applicants to each of you on or about May 30. You will then have one week to indicate which candidates you wish to interview. If at least three Council members express interest in interviewing a specific applicant, they will be invited for an on-site interview.

Interview Date

The City Council needs to set an interview date. Ms. Higgenbotham has indicated that her background checks will be completed by Tuesday, June 20, and that interviews can be conducted on that date or any subsequent date. If possible, she would like to complete the interviews by the end of June.

Interview Process

I recommend a streamlined interview process that will allow all interviews to be conducted on the same day. Here is my suggested process:

Afternoon: One-on-one "round-robin" interviews with Mayor and Council members (30 or 45 minutes per interview)

Evening: City Council Meeting in which each candidate is given 5 to 8 minutes to address the entire council during a public meeting. The Mayor and Council members can then publicly ask the applicant any question.

The post-interview discussion and selection process can be held on the same date as the interviews or on a separate date if desired.

I believe this interview process will provide a fair and efficient way to evaluate all candidates for the City Manager position. If there is anything else that I can do to assist in the selection process, please let me know.



AGENDA MEMORANDUM

Meeting Date: 5/22/2023

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

Via: William Alonso, City Manager/Fin. Director

From: **Mayor Maria Mitchell**

Subject: Appointment

I'm going to request that Seth Bramson be appointed (as non-voting) member to the Centennial Committee.

Background: Mr. Bramson is a highly respected Historian, College Professor, and author of over 400 articles and over 30 books, including one book about Miami Springs and the other Curtiss Cities. He is a long time and very active member of the MS Historical Society and a frequent guest speaker at the Historical Society, Rotary Club and many other organizations. He will be a great asset to the Centennial Committee.