



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, August 14, 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:** Councilman Victor Vazquez
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) Presentation by Mr. Rob Gordon awarding the City of Miami Springs the STEM City of the Year Award for the City's consistent support of STEM activities at the Recreation Center over the last 10 years
 - B) Lt. Vince Gonzalez of Miami-Dade Fire Rescue presenting the HELP Initiative, an outreach program that teaches civilians of all ages how to be a "first responder" through classes on how to perform CPR, apply tourniquets to stop the bleed, signs to look for in a person having a stroke, and how to help someone who is choking
 - C) Pastor Dan Gossett of City Rev Church introducing his new church campus at the Miami Springs Baptist Church
 - D) Yard of the Month Award for July 2023 – 1160 Heron Avenue – The Sandoval Family
- 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 15, 2023 – Workshop
- B) June 29, 2023 – Regular Meeting
- C) July 20, 2023 – Special Council Meeting

7. Reports from Boards & Commissions: None.

8. Public Hearings: None.

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

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Ratifying A Local Services Program Contract With The Alliance For Aging, Inc. Relating To The City’s Congregate And Home Delivered Meals Program For The City’s Elderly Community; Providing For Implementation; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Increase Of \$116,765.86 For The Purchase Of Two Sanitation Trucks From Nextran Corporation D/B/A Nextran Truck Center; Providing For Implementation; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Rescinding And Repealing Resolution No. 2022-4034 That Approved The Purchase Of Three 2022 Ford Police Interceptor AWD Utility Vehicles From Duval Ford, LLC; Approving The Purchase Of Three Dodge Durango Pursuit AWD V8 Vehicles From Garber Chrysler-Dodge Truck, Inc. In An Amount Not To Exceed \$129,066.00 Utilizing The Terms And Conditions Of The Florida Sheriffs Association Contract No. Fsa22-Vel 30.0 Pursuant To Section 31-11(E)(5) Of The City Code; Declaring Certain Vehicles As Surplus Property; Authorizing The Sale Or Disposition Of Surplus Property; Providing For Implementation; And Providing For An Effective Date

10. Old Business: None.

11. New Business:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Appointing Juan Carlos “J.C.” Jimenez As City Manager; Authorizing The Mayor To Execute An Employment Agreement On Behalf Of The City Related To The City Manager; Providing For Implementation; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Providing For The Collection Of Garbage, Trash And Recycling Service Fees Using The Uniform Method Of Collection Of Non-Ad Valorem Revenues; Providing For Maximum Fees For Garbage, Trash And Recycling Services; Directing The Preparation Of A Preliminary Assessment Roll; Establishing A Public Hearing To Consider The Imposition Of Garbage, Trash And Recycling Service Fees For Fiscal Year Beginning October 1, 2023 And The Maximum Fees; Directing The

Provision Of Notice Thereof; Providing For Severability; And An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A First Amendment To A Continuing Professional Services Agreement With Calvin, Giordano & Associates, Inc. For General Planning And Zoning Services To Increase Compensation By \$11,000 For Fiscal Year 2022-23; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date (Requires a 4/5 vote)

D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Amended And Restated Interlocal Agreement With Miami-Dade County Relating To The Reestablishment And Distribution Of The Six-Cent Local Option Gas Tax; Providing For Authorization; And Providing For An Effective Date

12. Other Business:

A) Request by Councilman Fajet to discuss permitted uses in the Gateway Overlay District

B) Request by staff to discuss Calvin Giordano and Associates proposed Special Projects estimate

C) Request by Vice Mayor Santin to discuss the request made by the Centennial Committee at the Budget Workshop on August 7, 2023 i.e. Centennial Logo (develop in-house/outsource), Fundraising/Sponsorships, etc.

D) Request by Vice Mayor Santin to have Bermello Ajamil, City Engineers/Architects, to assess the possibility of adding pickleball courts to current tennis court/racquetball center

13. Reports & Recommendations:

A) City Attorney

B) City Manager

C) City Council

14. Adjourn



CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:
Monday, August 14, 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



City of Miami Springs, Florida
City Council Workshop Meeting Minutes
Tuesday, May 16, 2023, 6:00 p.m.
Council Chambers at City Hall
201 Westward Drive, Miami Springs, Florida

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

Present were the following:

Mayor Maria Puente Mitchell
Vice Mayor Jorge Santin
Councilwoman Jacky Bravo
Councilman Walter Fajet, Ph. D.
Councilman Victor Vazquez, Ph. D.

City Manager/Finance Director William Alonso
City Clerk Erika Gonzalez-Santamaria
Assistant City Manager Tammy Romero
City Attorney Haydee Sera (via Zoom)
City Attorney Roger Pou
Police Chief Armando Guzman
Recreation Director Omar Luna

- 2. Invocation:** Offered by Councilwoman Jacky Bravo
Pledge of Allegiance/Salute to the Flag: Led by the audience.

- 3. Workshop on City Council Goals and Update on Current and Future Projects**

Mayor Mitchell welcomed everyone and stated that the City Manager provided a list of projects and initiatives that the City is working on and would need to determine the priority of potential projects.

City Manager William Alonso started with the first initiative from the list that are current and proposed projects that are funded by ARPA;

- 1) Prince Field Shades

City Manager Alonso stated that this item is coming forward for Council approval at the next Council meeting.

- 2) Batting Cages

City Manager Alonso explained that engineering calculations have been completed and determining available funds in the ARPA to cover this request.

3) Curtiss Parkway Pavers

City Manager Alonso stated that this project addresses the extension of the existing area of the paved area. He explained the funding source would be potential State appropriation and the American Rescue Plan.

4) Curtiss Mansion Irrigation System

City Manager Alonso stated that \$40,000 has been allocated and an RFP has been issued; project is underway. He explained the funding source would be potential State appropriation and the American Rescue Plan.

5) Westward Drive Tree Lighting

City Manager William Alonso stated the electrical extension to the library in order to provide electricity in the median.

The City Manager then listed proposed ARPA Funded Projects depending on funding leftover:

- 1) Aquatic Center Shade Areas for Pool Deck - \$75,000
- 2) Stafford Walking Path with Lighting - \$ 250,000
- 3) Stafford Exercise Stations - \$100,000
- 4) Peavey Dove Fencing and T-Ball Fields - \$200,000
- 5) Dog Park Improvements - \$90,000
- 6) Passive Park or other recreational improvements at Rio Vista – Cost Unknown

Currently, he stated that the following current projects are State, ARPA and City Funding and their status in the timeline:

South Royal Poinciana Boulevard Median – is currently underway and funded through State and ARPA funding, completion date is August 2023 - \$2.2 million

Oakwood/East Drive Stormwater Project – ITB is issued and will be awarded in June estimated at \$7.2 million

South Drive Stormwater – at 60% design stage and fully State funded - \$2.2 million

Hook Square Pump Station – depending delivery of the pump; expected to be advertised for bid in June or July - \$750,000 state funding

Golf Course Renovation is currently underway and completion is set for November 2023 - \$3.8 million City funding through bank note

Vulnerability Assessment Study is to strategize and come up with adaptation alternatives (long term plan - 2040 and 2070) to reduce flood risks to City owned critical assets and structures that may be impacted by sea-level rise, storm surges, rainfall events and other compound scenarios; allowing for grant applications to improve City infrastructure - fully state funded \$240,000

ADA Access to Miami Springs Triangle Median pending benches and walking path funded through County Disability fines \$20,000

New Senior Center Bus is in progress of acquiring a new bus through State funding FDOT Grant \$90,000

Curtiss War Memorial Renovations is currently waiting to be funded; estimate of State funding is \$150,000; not including private donations.

There was extensive discussion by the City Council and Administration on Planning and Zoning services; discussion on the type of services needed and what areas are needed to be considered for update. There was further discussion on the process of having a workshop on strategic planning and the recommendations made by the Business and Economic Development Task Force. The City Council had consensus to meet at a workshop in June on a subject to be determined at the Council Meeting on May 22nd.

City Manager William Alonso provided a list of future City projects:

- 1) New City Hall/Police facility
- 2) Parking Garage
- 3) Tennis courts/pickleball courts/racquetball courts at the golf course
- 4) Outdoor basketball courts
- 5) Stormwater Master Plan
- 6) Obtain additional grant funding to complete citywide sidewalk connectivity project
- 7) Wi-Fi in open spaces
- 8) Recreation Master Plan
- 9) Flood and Erosion Control including Roadway and drainage improvements for Esplanade and Melrose Canals.
- 10) Completion of MD County Wellfield Project (MD Project - impacting several pump houses within MS)
- 11) Hire a third party to perform a 5-10-year Strategic Plan

He then stated what the current administration is working on which is ongoing or upcoming:

- 1) Parking Study of downtown area-Ongoing
- 2) Directed Parks and Parkways Board to provide recommendations on changes to our Tree Code-ongoing
- 3) Negotiations with FOP on new police contract, current contract expires 9/30/23-

upcoming June/July 2023

4) Monitoring FDOT projects for the NW 36th St Corridor

5) Monitoring FDOT projects - The Iron Triangle Project

6) The Oliva Project 4601-4649 NW 36th Street-Site Plan approved Building Plans due in June/July 2023

The City Manager gave an update on the FDOT projects such as the Iron Triangle and NW 36th Street Corridor and the status of the projects.

Mayor Mitchell offered information with her list of items and stated that we have outgrown the current City Hall. She stated that hopefully in the upcoming meeting City Council can direct staff to work with the City architect/engineering group to come up with some ideas. She indicated that the City can explore utilizing the current Police parking area as a potential building site for parking lot and police facility. The Mayor indicated that overnight parking restriction throughout the City in general, whether to allow it or not in residential/commercial areas. She stated that City Advisory Board should meet on their designated day, attendance should be crucial for these boards and if members are not attending the Clerk will advise the Council member respectively. The Mayor stated that the City should embark on a collaboration with Miami International Airport, they create a lot of business and a collaboration may enhance Miami Springs business patronage as well. Mayor Mitchell stated that she met with County Commissioner Cabrera to discuss the "Bed Tax" issue, which he was not aware of. She requested of him to look into it County-wide on a fair equitable distribution of the funds.

Councilwoman Bravo addressed her items on the agenda. She stated that a workshop and a charter provision changing the zoning on 36th Street will help with development. She then spoke on Ordinance Chapter 118 to alleviate the cost of service calls to the hotels on NW 36th Street; the City Attorney provided a statement that the ordinance is not enforceable due to case law. He stated that they are exploring other avenues and will have more information on this at a later date. Councilwoman Bravo stated that there are potential grants to apply for funding for Glenn Curtiss monuments and should be something to look into, especially for the one-hundred-year celebration. She stated that there is funding for potentially having a new band stand for the Circle. Councilwoman Bravo indicated that she would like to explore ideas on improving the aesthetics, interior and amenities at the Golf Country Club; she indicated that there are untapped opportunities there that should be looked into.

There was no further discussion.

4. Public Comments

There were no speakers at this time.

5. Adjourn

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

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
this 14th day of August, 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.



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Thursday, June 29, 2023 at 7:00 p.m.

City Hall Council Chambers, 201 Westward Drive, Miami Springs, Florida

In-Person/Virtual Council Meeting

1. **Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:00 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Jorge Santin

Councilwoman Jacky Bravo

Councilman Walter Fajet, Ph.D.

Councilman Victor Vazquez. Ph.D.

Interim City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Roger Pou

Police Chief Armando Guzman

Public Works Director Lazaro Garaboa

Assistant Public Works Director Lizette Fuentes

Human Resources Director Bill Collins

Finance Director Chris Chiocca

2. **Invocation:** Offered by Mayor Mitchell
Pledge of Allegiance: The Girl Scouts Troop 2564 led in the pledge.

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

4. **Awards & Presentations:**

A) Visit from the Honorable Senator Bryan Avila and Honorable Representative Alex Rizo

Senator Avila and Representative Rizo provided an update on recent legislative session accomplishments that were beneficial to the residents of the City such as one of the largest tax relief packages, increase in educational funding, funding for affordable housing, environmental funding including state-wide and local funding and economic packages to move Florida forward; Senator Avila stated that locally the City received around \$9.5 million in State funding over a nine-year span. The City Council thanked the Senator and Representative for their update.

B) Recognizing the Miami Springs Little League 8U Miami Springs Coach Pitch All-Star team that won the 2023 Little League Florida District 8 Coach Pitch Championship

Mayor Mitchell welcomed all the players, coaches and parents to the meeting. League President Fred Gonzalez stated a few words and thanked the City Council and the community for their continued support. Mayor Mitchell and City Council presented certificates to all the players and coaches for their successful season.

C) Brief introduction by the new Miami Springs Middle School Principal Chris Saavedra

Councilman Vazquez took a moment to introduce Principal Saavedra. Principal Saavedra thanked the Councilman for the kind words. He stated that he is thrilled to be a part of the community and serving the children of the City. He looks forward to working with Council, and the residents and students of the City.

D) Yard of the Month Award for June 2023 – 189 Palmetto Drive – Dsouza Family

The Dsouza Family was not available to receive their award. The City Clerk stated that the award will be delivered to the family.

5. Open Forum: The following members of the public addressed the City Council: Kahnee Rodriguez, 649 Eastward Drive; Yohanna Hernandez, 1161 Oriole Avenue; Maribel Martin, 44 Curtiss Parkway; Dr. Francois Zayas, 373 Westward Drive; Laura Cabrera, 587 Minola Drive.

6. Approval of Council Minutes:

A) June 12, 2023 – Regular Meeting

Councilman Vazquez moved to approve the minutes of June 12, 2023 Regular Meeting. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.

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

8. Public Hearings: None at this time.

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

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Radar Speed Signs From Traffic Logix Corporation In An Amount Not To Exceed \$64,950.00 Utilizing The Terms And Conditions Of Sourcewell Contract No. 070821-Lgx Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Implementation; And Providing For An Effective Date.

B) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving An Agreement With Marsden South, L.L.C. For Janitorial Services For The City’s Municipal Facilities Utilizing The Terms And Conditions Of The

Cooperative Council Of Governments, Inc. Group Purchasing Agreement Awarded Pursuant To Request For Proposals No. 2014.04.01 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; 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 An Agreement With Thermal Concepts, LLC For HVAC Repair Services Utilizing The Terms And Conditions Of The City Of Palm Beach Gardens Contract No. Rfq2022-019cs(F) Pursuant To Section 31-11(E)(5) Of The City Code; Authorizing The City Manager To Issue A Purchase Order For Repair And Maintenance Of City Air Conditioning Units In An Amount Not To Exceed \$70,000.00; Providing For Implementation; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Accepting A Local Government Cybersecurity Grant; Approving A Grant Agreement With The Florida Department Of Management Services Relating To The Grant; Providing For Authorization; And Providing For An Effective Date

E) **Recommendation** - Recommendation by City Clerk's Office that Council waive the competitive bid process and approve an expenditure to Full Moon in the amount of \$4,000.00, for A/V services for Council meetings, special meetings, workshops etc., as funds were approved in the FY 22/23 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code. Requires 4/5 vote by Council.

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

10. Old Business: None.

11. New Business:

A) Brief public interviews with City Manager Candidates

Each candidate spoke on their desire and interest in serving the City in the capacity of City Manager. The following was the order of candidates: Tammy Romero; Juan Jimenez; Dale Martin; and Christopher Russo addressed the City Council and the public. There were no further questions or action on this item.

12. Other Business:

A) Request by Councilman Vazquez to discuss consideration of having a facilitator assisting in specific future Council workshops

Councilman Vazquez stated that he feels that during certain workshops that it would be more expedient and more productive to have a facilitator guide the Council to keep moving forward and assist with the flow of the workshop. After some discussion, the

City Council concluded that they will decide prior to a workshop whether to hire a facilitator. It was the general consensus of the City Council to discuss hiring a facilitator on a case by case.

B) Request by Mayor Mitchell to discuss exploring options on new Police Headquarters and Parking

Mayor Mitchell stated that we have outgrown City Hall and space is very limited. She wanted to gather consensus from the City Council to give direction to staff to work with the City Engineers and Architect to explore construction of a new Police Station and Administrative Offices at the current Police parking lot as the most viable location.

C) Request by Vice Mayor Santin to discuss creating a process for development agreements on new commercial construction projects and reviewing the policies for road closures

Vice Mayor Santin stated that the City Council consider providing direction to the City Attorney to revise language in Chapter 114 of the Code, in order to update roadway closure language. City Attorney Pou stated that he would be able to present the Council with options and updated language for their consideration. The City Council gave general consensus to direct the City Attorney to explore development agreements used by other municipalities and come back with options available.

D) Request by Suzanne Wolar regarding Miami Springs Woman's Club event to be held in October

This item was heard earlier in the evening. Ms. Milly Perez-Crespo, of the Woman's Club, provided an oral presentation along with a hand out requesting closure of the circle in October for a witch themed bike ride. After some discussion, the City Council requested Ms. Perez-Crespo to coordinate with City Administration and Police Department to coordinate the proper logistics and safety measures for the event.

13. Reports & Recommendations:

A) City Attorney

City Attorney Roger Pou had no report at this time.

B) City Manager

Interim City Manager Tammy Romero provided a list of City events. More information is available on the City's Official Website.

C) City Council

Vice Mayor Santin thanked all the City Manager candidates for attending the meeting and is confident that the City Council will make the best decision for the City.

Councilwoman Bravo stated that she met with Commissioner Cabrera on a variety of items that include capital improvements on County properties specially NW 36th Street; and graffiti at the bus stops. She discussed the business uses allowed in the Gateway Overlay and is open for further discussion at a future meeting.

Councilman Fajet asked if the City has put any information on the City Manager candidates is on the City website. He then inquired if the City Council will be considering the Girl Scout request for a contribution to their summer trip, request was for \$250.00. There was unanimous consensus by the City Council to donate \$250.00 to Girl Scout Troop 2564.

Councilman Vazquez thanked the Public Works Department for housing the bricks for the War Memorial dedication program. He stated that he is excited that the State appropriated funds for the War Memorial remodel and looks forward to setting a timeline and seeing the project take off.

Mayor Mitchell congratulated Councilman Vazquez and former Councilman Bob Best on their recent State appropriation for the War Memorial improvements. She thanked them for their endless hard work and effort in the endeavor. She stated that the only appropriation the City did not receive this year is canal embankment reinforcement. The Mayor thanked everyone on the Council for their hard work with the City Manager selection process. She extended warm wishes to Yvonne Shonnberger, of the Historic Preservation Board and the Historical Society, for a quick recovery. Also, the Mayor wished best wishes to Merle Klien of the Woman's Club for a speedy recovery as well. Mayor Mitchell wished everyone a happy and safe fourth of July.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 10:05 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 14th day of August, 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.



City of Miami Springs, Florida

Special Council Meeting Minutes

Thursday, July 20, 2023 5:01 p.m.

Rebeca Sosa Theater, 1401 Westward Drive, Miami Springs, Florida

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

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 5:02 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Jorge Santin

Councilwoman Jacky Bravo

Councilman Walter Fajet, Ph.D.

Councilman Victor Vazquez, Ph.D. (via Zoom)

Interim City Manager Tammy Romero

Finance Director Chirs Chiocca

City Clerk Erika Gonzalez-Santamaria

City Attorney Roger Pou

- 2. Invocation:** Offered by Vice Mayor Jorge Santin
Pledge of Allegiance/Salute to the Flag: The audience participated
- 4. Public Comment:** The following members of the public addressed the City Council: No speakers at this time.
- 5. New Business:**

A) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Declaring, As Required By Section 200.065, Florida Statutes, The City's Proposed Millage Rate, Rolled-Back Rate Computed Pursuant To Section 200.065(1), Florida Statutes, And The Date, Time And Place At Which The First And Second Public Budget Hearings Will Be Held To Consider The Proposed Millage Rate And The Tentative Budget For Fiscal Year 2023-2024; Directing The City Clerk And Interim City Manager To File This Resolution With The Miami-Dade County Property Appraiser; Authorizing The Interim City Manager To Change Budget Hearing Dates, If Needed; And Providing For An Effective Date

City Attorney Roger Pou read the Resolution by title. Finance Director Chris Chiocca read the staff memo for the record. He provided an overview of the upcoming budget process and gave his recommendation on the millage cap.

After brief discussion, Councilman Fajet moved to approve the millage cap at 6.9900. Councilwoman Bravo seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.

B) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The Mayor, With The Assistance Of The City Attorney, To Negotiate An Employment Agreement On Behalf Of The City With Juan Carlos Jimenez As The Top-Ranked Candidate For City Manager; And Providing For An Effective Date

City Clerk Erika Gonzalez-Santamaria passed out ranking sheets for the selection of the City Manager. After the voting sheets were collected by the City Clerk, the following announcement was made after completion of the tally:

**First Choice: JC Jimenez, 2 votes; Chris Russo, 2 votes; Tammy Romero, 1 vote.
Second Choice: JC Jimenez, 3 votes; Chris Russo, 2 votes.**

After brief discussion, Councilwoman Bravo made a motion to appoint Chris Russo as City Manager. Vice Mayor Santin seconded the motion, which failed 2-3 on roll call vote. The vote was as follows: Vice Mayor Santin and Councilwoman Bravo, voting Yes; Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting No.

After further discussion. Councilman Fajet made a motion to appoint JC Jimenez as City Manager. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.

City Attorney Roger Pou read the Resolution with Mr. JC Jimenez's name inserted in the title. Councilman Vazquez made a motion to approve the Resolution as stated. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.

4. Adjourn

There being no further business to be discussed the meeting was adjourned at 6:00 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 14th day of August, 2023.*

Maria Puente Mitchell, Mayor

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AGENDA MEMORANDUM

Meeting Date: August 14, 2023

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

From: Tammy Romero, Interim City Manager

Subject: Ratification of OAA Contract signed by Interim City Manager

Recommendation: Recommendation by Interim City Manager that Council ratify the Alliance for Aging OAA Contract. This contract was signed prior to Council's approval, due to the urgency of executing and securing the necessary funding in order to continue to provide meals and services to our seniors, as well as those seniors from Virginia Gardens.

Discussion: Per my email back in July (attached), I had informed all of Council of the urgency to sign the Alliance for Aging OAA Contract.

As you all know, I received the contract on July 7th and just one day later I was informed by email that funds would be held for an extended period, before being released to us, until such time a contract was signed by all parties.

As a result, I felt the need to inform each of you that due to the pressing circumstances and given the urgency and importance of this matter, it was in the best interest for our seniors, who depend heavily on these nutritious meals, that it was necessary for me to proceed with the signing of this contract to prevent any further funding delays.

The contract was signed on July 11th and as promised, I am bringing before you, a copy of the signed contract for official approval by Council.

Erika Gonzalez-Santamaria

From: Tammy Romero <romerot@miamisprings-fl.gov>
Sent: Friday, July 7, 2023 12:27 PM
To: Council
Cc: Roger Pou; Chris Chiocca
Subject: 2023-2024 LSP Contract City of Miami Springs KL 2305.
Attachments: image004.jpg; image006.png

Good morning Mayor and Council,

I hope you are all doing well this Friday morning.

Per my email below to the Alliance for Aging, I am writing to inform you that due to the pressing circumstances and given the urgency and importance of the matter, I believe it is necessary to proceed with the signing of this contract to prevent any further funding delays. Once the contract is signed, I will ensure that it is brought before you for official approval at the next Council meeting.

I am available to discuss this matter further and address any concerns you may have.

Thank you,

Tammy Romero

Tammy Romero
Interim City Manager
CITY OF MIAMI SPRINGS

From: Tammy Romero
Sent: Friday, July 7, 2023 12:07 PM
To: Mariangeli Cataluna <catalunam@allianceforaging.org>; Tammy Key <keyt@miamisprings-fl.gov>
Cc: mcneeses@allianceforaging.org; rothmanm@allianceforaging.org; mayor@viriniagardens-fl.gov
Subject: RE: Stan Mcneese has copied you on 2023-2024 LSP Contract City of Miami Springs KL 2305.

Good morning,

I hope this email finds you well this Friday morning.

I am writing to you on behalf of the City of Miami Springs Community Center and Virginia Garden seniors, in order to address an urgent matter regarding the recently received contract from the Alliance for Aging.

Firstly, we express our gratitude for the opportunity to work together with providing essential meals to seniors in our communities (Miami Springs and Virginia Gardens). However, I would like to bring to your attention that we received the contract just yesterday and today's email (below) which informs us that funds will be held for an extended period, before being released to us, until such time a contract is signed by all parties.

As you know, many of our seniors depend heavily on these nutritious meals we provide through the funding we receive. These meals are often a lifeline for those who are unable to prepare or access adequate food themselves. Any delay in

receiving the funds may impede our ability to continue our services without interruption, potentially leaving our seniors vulnerable and without essential nourishment.

While I understand the necessity for signing this contract in a timely manner, I feel obligated to point out that we too have protocols in place for approving contractual agreements. Our Council, legal advisor, and senior management, need to review and provide their consent before I can sign it. I kindly request your understanding and cooperation in allowing us a reasonable period to complete our internal approval process. I am committed to expediting the review and I will explore an alternative solution in the meantime, as to not jeopardize the continuity of our services for our seniors. I will provide a signed agreement, once I have received the necessary approvals from Council. In the meantime, I kindly request your reconsideration of the decision to hold the funds during this extended period, with the well-being of the seniors, being the priority.

Thank you for your understanding, and I eagerly await your favorable response. Please do not hesitate to contact me directly if you require any further information or clarification.

Thank you,

Tammy Romero

Tammy Romero
Interim City Manager

CITY OF MIAMI SPRINGS



CITY OF MIAMI SPRINGS

201 Westward Drive
Miami Springs, FL 33166
(O) 305.805.5035
(C) 786.229.9758
(E) romerot@miamisprings-fl.gov

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Please save a tree. Don't print this e-mail unless it's really necessary.

From: Mariangeli Cataluna <catalunam@allianceforaging.org>
Sent: Friday, July 7, 2023 9:05 AM
To: Tammy Key <keyt@miamisprings-fl.gov>; Tammy Romero <romerot@miamisprings-fl.gov>
Subject: FW: Stan Mcneese has copied you on 2023-2024 LSP Contract City of Miami Springs KL 2305.
Importance: High

Good morning Tammy K and Tammy R,

Per Stan, the executed contract for LSP have not been returned. Please note the first week in July are ineligible to be billed because there is no executed contract.

Thank you.

Ehw#Uhj dugv/#

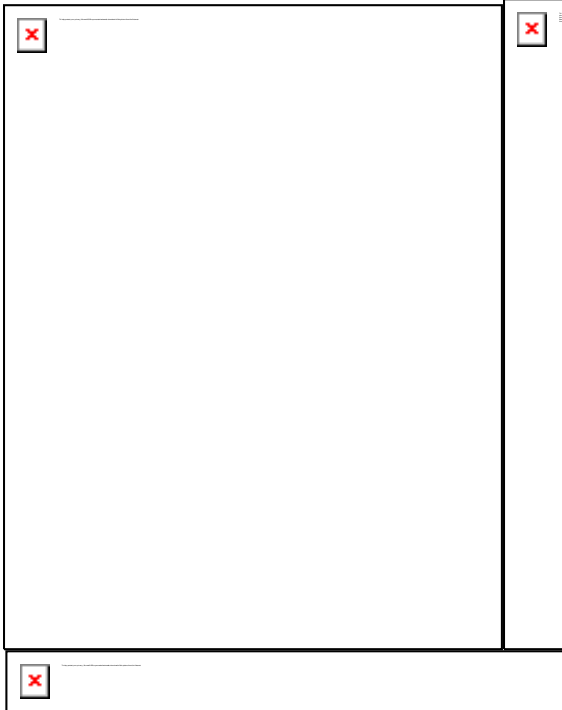
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From: Stan Mcneese <adobesign@adobesign.com>
Sent: Thursday, July 6, 2023 7:35 AM
To: Mariangeli Cataluna <catalunam@allianceforaging.org>
Subject: Stan Mcneese has copied you on 2023-2024 LSP Contract City of Miami Springs KL 2305.



Attached is Your Copy (Cc) of 2023-2024 LSP Contract City of Miami Springs KL 2305



Stan Mcneese has copied you on 2023-2024 LSP Contract City of Miami Springs KL 2305. After all participants complete the document you will receive a final PDF copy by email.

To: Tammy Romero and
rothmanm@allianceforaging.org
From: Stan Mcneese
(mcneeses@allianceforaging.org)

*Please review and complete 2023-2024
LSP Contract City of Miami Springs KL
2305.*

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RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, RATIFYING A LOCAL SERVICES PROGRAM CONTRACT WITH THE ALLIANCE FOR AGING, INC. RELATING TO THE CITY'S CONGREGATE AND HOME DELIVERED MEALS PROGRAM FOR THE CITY'S ELDERLY COMMUNITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Alliance for Aging, Inc. (the "Alliance") contracts with the Florida Department of Elder Affairs to fund local services program providers in Miami-Dade County and Monroe County that provide eligible services, including the provision of congregate and home delivered meals for elderly communities; and

WHEREAS, the City of Miami Springs (the "City") currently provides the Services for the City's elderly community; and

WHEREAS, the City has historically contracted with the Alliance to fund the Services; and

WHEREAS, on July 11, 2023, the City Manager entered into the Local Services Program Contract (the "Agreement") attached hereto as Exhibit "A" with the Alliance to ensure that the City received reimbursement for costs incurred to provide the Services; and

WHEREAS, the City Council desires to ratify the Agreement with the Alliance; 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. Ratification of Agreement. That the City Council hereby ratifies the Agreement attached hereto as Exhibit "A" with the Alliance to receive reimbursement for costs incurred to provide the Services.

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

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 14th day of August, 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

LOCAL SERVICES PROGRAM CONTRACT

2023-2024 Fiscal Year

THIS CONTRACT is entered into between the Alliance for Aging Inc., hereinafter referred to as the “Alliance” and **City of Miami Springs**, hereinafter referred to as the “Provider,” and collectively referred to as the “parties.”

Attachments I, II, III, VI, VII, VIII, IX, X, A, B, C, E, and G are incorporated herein and made a part of this Contract.

WHEREAS, the Alliance has been designated as the Area Agency on Aging for Planning and Service Area 11 encompassing Miami-Dade and Monroe Counties; and

WHEREAS, the Florida Department of Elder Affairs (the "Department") has entered into a Contract with the Alliance to fund Local Services Program Providers in Miami-Dade and Monroe Counties; and

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions set forth in this Contract, the Parties agree as follows:

1. Purpose of Contract

The purpose of this contract is to provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

2. Incorporation of Documents within the Contract

The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals or desk books, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this contract document and identified attachments and shall be governed in accordance with the applicable laws, statutes, and other conditions set for in this Contract.

3. Term of Contract

3.1 Effective Date:

This contract shall begin at twelve (12:00) A.M., Eastern Standard Time on **July 1, 2023** or on the date the contract has been signed by both parties, whichever is later. The contract will end on **June 30, 2024**, or such earlier date as the contract is terminated pursuant to Section 51 herein, except that the parties shall continue to perform those limited contract close-out activities set forth in this contract.

3.2. Delivery of services shall end at 11:59 P.M., Eastern Standard Time on June 30, 2024, or such earlier time as the contract is terminated pursuant to paragraph 10 herein. Under no circumstances will the Alliance reimburse the provider for services provided after **June 30, 2024** or any earlier termination date. No changes to funding allocations will be made after June 30, 2024. Only limited contract close-out activities are to be performed after June 30, 2024 consisting of reporting, invoicing and payment as stipulated in ATTACHMENT VIII.

4. Contract Amount

The Alliance agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$750,000.00** subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

4.1 Obligation to Pay

The Alliance’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature to the Department and funding received by the Alliance under its contract with the Department.

5. Renewals

The contract may be renewed on a yearly basis as per annual legislative appropriation and shall be contingent upon satisfactory performance evaluations as determined by the Alliance. Any renewal of a contract shall be subject to mutual agreement, confirmed in writing, and subject to the same terms and conditions set forth in the initial contract, with the exception of establishing unit rates which is described further in this section. The renewal price, or method for determining a renewal price,

is set forth in the bid, proposal, or reply. Requests to renegotiate the original contractual established rates are provided for in the Alliance's approved Reimbursement Rate Review Policy, which is incorporated by reference.

The parties shall re-evaluate the contract's reimbursement rates on an annual basis pursuant to DOEA's Notice of Policy Clarification: Service Cost Reports Notice #092815-1-PC-SCBS dated September 28th, 2015 and the approved Alliance's Reimbursement Rate Review Policy.

In the event that contracts cannot be executed prior to the July 1st start date, the Alliance may, at its discretion, extend this Agreement upon written notice for up to 120 days to ensure continuity of service. Services provided under this extension will be paid for out of the succeeding agreement amount.

6. Compliance with Federal Law

- 6.1. The Provider shall not employ an unauthorized alien. The Alliance shall consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324 a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation shall be cause for unilateral cancellation of this contract by the Alliance.
- 6.2. If the Provider is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the 2006 Pension Protection Act or for any other reason, the Provider must notify the Alliance in writing within thirty (30) days of receiving the IRS notice of revocation.
- 6.3. The Provider shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.
- 6.4. Unless exempt under 2 CFR Part 170.110(b), the Provider shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR 170.
- 6.5. To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Provider during the contract term. Provider shall include in related subcontracts a requirement that subcontractors and/or vendors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment of all new employees hired by the subcontractor and/or vendor during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

7. Compliance with State Law

- 7.1 This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.
- 7.2 The Provider shall comply with Section 215.97, F.S and requirements of s. 287.058, F.S. as amended.
 - 7.2.1 The Provider shall perform all tasks contained in Attachment I.
 - 7.2.2 The Provider shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this Contract, which the Contract Manager must receive and accept in writing prior to payment in accordance with s. 215.971(1) and (2), Fla. Stat. Expenditures must be in compliance with laws, rules, regulations, including, but not limited to the Florida Reference Guide for State Expenditures issued by the Florida Department of Financial Services ("DFS").
 - 7.2.3 The Provider shall comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Attachment I, Section III. Method of Payment,
 - 7.2.4 The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
 - 7.2.5 If itemized payment for travel expenses is permitted in this contract, the Provider shall submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this contract.
 - 7.2.5 The Provider shall allow public access to all documents, papers, letters, or other public records as defined in s. 119.011(12), F.S., made or received by the Provider in conjunction with this contract except for those records

which are made confidential or exempt by law. The Provider's refusal to comply with this provision will constitute an immediate breach of contract for which the Alliance may unilaterally terminate the contract.

- 7.3 If clients are to be transported under this contract, the Provider shall comply with the provisions of Chapter 427, F.S., and Rule 41-2, F. A. C.
- 7.4 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provision of s. 287.134, F.S.
- 7.5 The Provider shall comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 7.6 The Alliance and/or Department may terminate the Contract if the Provider is found to have submitted a false certification as provided under s.287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in Iran Petroleum Sector List, the Scrutinized Companies with activities in Sudan List, or the scrutinized companies that Boycott Israel list, or if the Provider has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel.

8. Background Screening

- 8.1 The Provider shall ensure that the requirements of s. 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department's Level 2 background screening pursuant to s. 430.0402(2)-(3), F.S. The Provider must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of s. 430.0402 and Chapter 435, F.S. To demonstrate compliance with this provision, Provider shall submit to the Department, the Background Screening Affidavit of Compliance (Screening Form) upon thirty (30) days of execution of this contract. Should the Alliance have a completed Screening Form on file for the Provider, a new Screening Form will be required every twelve (12) months.
- 8.2 Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>

9. Grievance and Complaint Procedures

9.1 Grievance Procedure

The Provider shall comply with and ensure subcontractor compliance with the Minimum Guideline for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

9.2 Complaint Procedures:

The Provider shall develop and implement complaint procedures and ensure that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, Provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint on a complaint log.

10. Public Records and Retention:

- 10.1 If, under this contract the Provider is providing services and is acting on behalf of the Alliance and the Department as provided under s. 119.011(2), Florida Statutes, the Provider, subject to the terms of s. 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, agrees to all provisions of Chapter 119, Fla. Stat., and any other applicable law, and shall:
 - 10.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services.

- 10.1.2 Upon request from the Alliance or the Department, the Provider will provide a copy of the request for records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 10.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - 10.1.4 Upon completion of this contract, the Provider will transfer, at no cost to the Alliance, all public records in possession of the Provider or will keep and maintain public records required by the Alliance or the Department. If the Provider transfers all public records to the Alliance upon completion of the contract, Provider shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Alliance in a format that is compatible with the information technology systems of the Alliance.
- 10.2 The Alliance may unilaterally cancel this contract notwithstanding any other provisions of this Contract, for refusal by the Provider to comply with Section 9 of this Contract by not allowing public access to all documents, papers, letters, or other material made or received by the Provider in conjunction with the contract, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Public Records Coordinator
Florida Department of Elder Affairs
4040 Esplanade Way
Tallahassee, Florida 32309
850-414-2342
doeapublicrecords@elderaffairs.org**

- 10.3 Upon termination of this contract, whether for convenience or for cause as detailed in section 52 of this contract, the Provider and subcontractors shall, at no cost to the Alliance, transfer all public records in their possession to the Alliance and destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically shall be provided to the Alliance in a format that is compatible with the information technology systems of the Alliance.

11. Audits, Inspections, Investigations:

- 11.1 The Provider shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest, and expenditures of funds provided by the Alliance under this contract. Provider(s) shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under any contract or agreement which incorporates this Contract. Whenever appropriate, financial information should be related to performance and unit cost data.
- 11.2 The Provider shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Alliance.
- 11.3 Upon demand, at no additional cost to the Alliance, the Provider shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 11.4 The Provider shall assure that the records described in Paragraph 10 will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Alliance.

- 11.5 At all reasonable times for as long as records are maintained, persons duly authorized by the Alliance and the Department, pursuant to 45 CFR part 75, will be allowed full access to and the right to examine any of the Provider's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.
- 11.6 The Provider shall provide a financial and compliance audit to the Alliance as specified in this contract and in ATTACHMENT III and ensure that all related third-party transactions are disclosed to the auditor.
- 11.7 The Provider agrees to comply with the Department's Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to s. 20.055, F.S.. By execution of this Contract the Provider understands and will comply with this subsection. Provider further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055(5), F.S.

12. Nondiscrimination-Civil Rights Compliance

- 12.1 The Provider shall execute assurances in ATTACHMENT II that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Provider further assures that all Providers, subcontractors, sub-grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
- 12.2 During the term of this contract, the Provider shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, attached to this contract.
- 12.3 The Provider shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 12.4 These assurances are a condition of continued receipt of or benefit from financial assistance, and are binding upon the Provider, its successors, transferees, and assignees for the period during which such assistance is provided. The Provider further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Provider understands that the Alliance may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

13. Monitoring by the Alliance for Aging

- 13.1 The Provider shall permit persons duly authorized by the Alliance to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Alliance of the satisfactory performance of the terms and conditions of this contract. Following such review, the Alliance will provide a written report of its findings to the Provider, and where appropriate, the Provider shall develop a Corrective Action Plan (CAP). The Provider hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by the Contract Manager. Failure to comply with the CAP shall subject Provider to enforcement actions as described in this Contract.
- 13.2 The Alliance will perform administrative, fiscal, and programmatic monitoring of the provider to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Provider will supply progress reports, including data reporting requirements as specified by the Alliance or the Department to be used for monitoring progress or performance of the contractual services. Examples of review criteria are surplus/deficit reports, independent audits, internal controls, reimbursement requests, subcontractor monitoring, targeting, program eligibility, outcome measures, service provision to clients, data integrity, client satisfaction, and client file reviews.

13.3 Service Cost Reports (SCR) – The Provider shall submit a SCR to the Alliance annually, but no later than ninety (90) calendar days after the Provider Fiscal Year ends. The SCR shall reflect the actual costs of providing each service by program for the preceding contract year. Costs associated with services provided under this contract shall only include allowable direct and indirect costs as defined by applicable state law. If the Provider desires to renegotiate its reimbursement rates, the Provider shall make a request in writing to the Alliance, with the inclusion of a Unit Cost Methodology, in accordance with the Alliance’s approved Reimbursement Rate Review Policy, which is incorporated by reference.

14. Provision of Services

The Provider shall provide services in the manner described in ATTACHMENT I of this contract and in the Service Provider Application (SPA). In the event of a conflict between the Service Provider Application and this contract, the contract language prevails.

15. Coordinated Monitoring with Other Agencies

If the Provider receives funding from one or more other State of Florida human service agencies, in addition to the Department of Elder Affairs, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of this contract, and pursuant to s. 287.0575, F.S. as amended, Florida’s human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency’s lead administrative coordinator, the Provider shall comply and cooperate with all monitors, inspectors, and/or investigators.

16. Indemnification

The Provider shall indemnify, save, defend, and hold harmless the Department, the Alliance and its officers, agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution this Contract, or performance of the services provided for herein. It is understood and agreed that the Provider is not required to indemnify the Department or the Alliance for claims, demands, actions, or causes of action arising solely out of the Department’s or Alliance’s negligence.

17. Insurance and Bonding

17.1 Provider must provide continuous adequate liability insurance and worker’s compensation insurance coverage, during the existence of this contract, and during any renewal(s) or extension(s) of it. The Alliance shall be included as an additional insured on the provider’s liability insurance policy or policies and a copy of the Certificate of Insurance shall be provided annually or when any changes occur. The Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. Upon execution of this Contract, the Provider shall furnish the Alliance written verification supporting both the determination and existence of such insurance coverage. The limits of coverage under each policy maintained by the Provider do not limit the Provider’s liability and obligations under this contract. The Provider shall ensure that the Alliance has the most current written verification of insurance coverage throughout the term of this contract. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department and the Alliance reserve the right to require additional insurance as specified by this contract.

17.2 Throughout the term of this contract, the Provider must maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees, and agents of the Provider, authorized to handle funds received or disbursed under this contract, in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

18. Confidentiality of Information

The Provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

19. Health Insurance Portability and Accountability Act

Where applicable, the Provider shall comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated thereunder (45 CFR 160, 162, and 164).

20. Incident Reporting

- 20.1 The Provider shall notify the Alliance immediately but no later than forty-eight (48) hours from the Provider's awareness or discovery of conditions that may materially affect the Provider or Subcontractor's ability to perform the services required to be performed under this contract. Such notice shall be made orally to the Contract Manager (by telephone) with an email to immediately follow.
- 20.2 The Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider, subcontractors and its employees.

21. Bankruptcy Notification

During the term of this contract, the Provider shall immediately notify the Alliance if the Provider, its assignees, subcontractors or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Provider must also provide the following information to the Alliance: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and, (4) the name, address, and telephone number of the bankruptcy attorney.

22. Sponsorship and Publicity

- 22.1 As required by s. 286.25, Fla. Stat., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by [PROVIDER NAME], The Alliance for Aging, Inc., and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Alliance for Aging, Inc." and "State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.
- 22.2 The Provider shall not use the words "Alliance for Aging, Inc." or "The State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Alliance prior to use.

23. Assignments

- 23.1 The Provider shall not assign the rights and responsibilities under any contract without the prior written approval of the Alliance. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Alliance will constitute a material breach of the contract or agreement.
- 23.2 This contract shall remain binding upon the successors in interest of the Provider and the Alliance.

24. Subcontracts:

- 24.1 The Provider is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the Provider or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Alliance deems necessary. The Provider further agrees that the Alliance will not be liable to the subcontractor in any way or for any reason. The Provider, at its expense, shall defend the Alliance against any such claims.
- 24.2 The Provider shall promptly pay any subcontractors upon receipt of payment from the Alliance or other state agency. Failure to make payments to any subcontractor in accordance with s. 287.0585, Fla. Stat., unless otherwise stated in this contract between the Provider and subcontractor, will result in a penalty as provided by statute.
- 24.3 The Provider shall programmatically monitor, at least once per year, each of its subcontractors, Subrecipients, Vendors, and/or Consultants. The Provider shall perform programmatic monitoring to ensure contractual compliance, and programmatic performance and compliance with applicable state and federal laws and regulations. The Provider shall monitor to ensure that time schedules are met; the budget and scope of work are accomplished within the specified time periods, and other performance goals. The Provider shall also perform fiscal and administrative monitoring for all subcontractors to ensure fiscal accountability.

- 24.4 The Provider shall have a procurement policy that assures maximum free and open competition. Such procurement policy must conform, as applicable, with Federal and State contracting and procurement regulations, as set forth in Title 2 Code of Federal Regulations (CFR) Part 200, Ch. 287.057, Fla. Stat., U.S. Office of Management and Budget (OMB) Circular 110, Florida Department of Management Services (DMS) Rule 60A-1, F.A.C., and with the Department's Program and Services Handbook.
- 24.5 The Provider shall dedicate the staff necessary to meet the obligations of this contract and ensure that subcontractors dedicate adequate staff, accordingly. The provider shall ensure that staff responsible for performing any duties or functions within this contract has the qualifications as specified in the Department's Programs and Services Handbook.

25. Service Cost Reports:

The Provider shall submit Service Cost Report (SCR) to the Alliance annually, but no later than ninety (90) calendar days after the Provider Fiscal Year ends. The SCR shall reflect the actual costs of providing each service by program for the preceding contract year. Costs associated with services provided under this contract shall only include allowable direct and indirect costs as defined by applicable state law. If the Provider desires to renegotiate its reimbursement rates, the Provider shall make a request in writing to the Alliance, with the inclusion of a Unit Cost Methodology, in accordance with the Alliance's approved Reimbursement Rate Review Policy, which is incorporated by reference.

26. Funding Obligations:

- 26.1 The Alliance for Aging, Inc. acknowledges its obligation to pay the Provider for the performance of the Provider's duties and responsibilities set forth in this Contract.
- 26.2 The Alliance shall not be liable to the Provider for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this contract, including but not limited to terms governing the Provider's promised performance and unit rates and/or reimbursement capitations specified.
- 26.3 The Alliance shall not be liable to the Provider for any expenditures which are not allowable costs as defined in 2 CFR Part 200 and 45 CFR Part 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules.
- 26.4 The Alliance shall not be liable to the Provider for expenditures made in violation of regulations promulgated under the Older Americans Act, Department rules, Florida Statutes, or this contract.

27. Independent Capacity of Provider

It is the intent and understanding of the Parties that the Provider, or any of its Subcontractors, are independent Provider's and are not employees of the Alliance and shall not hold themselves out as employees or agents of the Alliance without specific authorization from the Alliance. It is the further intent and understanding of the Parties that the Alliance does not control the employment practices of the Provider and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Provider or its Subcontractors. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider are the sole responsibility of the Provider.

28. Payment

- 28.1 Payments shall be made to the Provider as services are rendered and invoiced by the Provider. The Alliance will have final approval of the invoice for payment and will approve the invoice for payment only if the Provider has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the Alliance's fiscal department for budgetary approval and processing per ATTACHMENT VIII.
- 28.2 The Provider shall maintain documentation to support payment requests which shall be available to the Department of Financial Services, the Department, or the Alliance upon request. Invoices must be submitted in sufficient detail for a proper pre audit and post audit thereof. The Provider shall comply with all state and federal laws governing payments to be made under this contract including, but not limited to the following: sections 216.181(16)(a) & (b), 215.422, Fla. Stat.,; and the Invoice Requirements of the Reference Guide for State Expenditures from the Department

The Provider shall maintain detailed documentation to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables, for this contract, including paid subcontractor invoices, and will be produced upon request by the Alliance. The Provider shall only request reimbursement for allowable expenses as defined in the laws and guiding circulars cited in this Contract section 6, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable.

28.3 The Provider and subcontractors shall provide units of deliverables, including reports, findings, and drafts as specified in this contract to be received and accepted by the Alliance prior to payment.

29. Return of Funds

The Provider shall return to the Alliance any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of any contract or agreement incorporating this Contract by reference that were disbursed to the Provider by the Alliance. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Alliance. In the event that the Alliance first discovers an overpayment has been made, the Contract Manager will notify the Provider in writing of such findings. Should repayment not be made forthwith, the Provider shall be charged at the lawful rate of interest on the outstanding balance pursuant to s. 55.03, F.S., after Alliance's notification or Provider discovery.

30. Data Integrity and Safeguarding Information.

The Provider shall ensure an appropriate level of data security for the information the Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Provider employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to insure recovery from losses or outages of computer systems. The security over the back-up data is to be as stringent as the protection required of the primary systems. The Provider shall insure all subcontractor maintain written procedures for computer system backup and recovery. The Provider shall, prior to execution of this agreement, complete the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans, and Cooperative Agreements prior to the execution of this contract. as part of ATTACHMENT II.

31. Social Media and Personal Cell Phone use:

31.1 Inappropriate use of social media and personal cell phones may pose risks to DOEA's confidential and proprietary information and may jeopardize compliance with legal obligations. By signing this contract, Provider agrees to the following social media and personal cell phone use requirements.

31.2 **Social Media Defined.** The term Social Media and /or personal cellular communication includes, but is not limited to, social networking websites, blogs, podcasts, discussion forums, RSS feeds, video sharing, SMS (including Direct Messages (DMs), iMessages, text messages, etc.); social networks like Instagram, TikTok, Snapchat, Google Hangouts, WhatsApp, Signal, Facebook, Pinterest, and Twitter; and content sharing networks such as Flickr and YouTube. This includes the transmission of social media through any cellular or online transmission via any electronic, internet, intranet, or other wireless communication.

31.3 **Application to any direct or incidental DOEA or other state business.** This contract applies to any DOEA or other state business conducted on any of the Provider's, Subcontractor's, or their employees' social media accounts or through personal cellular communication.

31.4 **Application to DOEA and Providers Equipment.** This contract applies regardless of whether the social media is accessed using DOEA's IT facilities and equipment or equipment belonging to Provider, Subcontractor, or their respective employees. Equipment includes, but is not limited to, personal computers, cellular phones, personal digital assistants, smart watches, or smart tablets.

31.5 **Florida Government in the Sunshine, Florida Public Records Law, and HIPAA.** Provider acknowledges that any DOEA or other state business conducted by social media or through personal cellular communication is subject to

Florida's Government in the Sunshine Law, Florida's Public Records Law (Chapter 119, Florida Statutes), and the Health Insurance Portability and Accountability Act (HIPAA). Compliance with these laws and other applicable laws are further detailed in the contract.

31.6 Prohibited or Restricted Postings.

Any social media posts which include photos, videos, or names of clients, volunteers, staff, or other affiliates of DOEA may only be posted when authorized by law and when any required HIPAA authorizations and any other consents or authorizations required pursuant to federal, or state law are on file with the Provider's records.

31.7 Assist DOEA with Communications. Contactors may be asked periodically to assist in distributing certain DOEA communications through their social media outlets. Any such requests should be posted in adherence to the social media requirements herein and the other provisions of this contract.

32. Conflict of Interest

The Provider shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

No employee, officer, or agent of the Provider or subcontractor shall participate in selection, or in the award of an agreement supported by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer, or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Provider or subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Providers, potential Providers, or parties to subcontracts.

Pursuant to Chapter 4, Section 2 of the Department of Elder Affairs Program and Services Handbook, no Provider may employ, in any capacity, any member of its governing board or any family member of a person on the board.

The Providers' board members and management must disclose to the Alliance any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The Providers' employees and subcontractors must make the same disclosures described above to the Providers' Board of Directors. Compliance with this provision will be monitored.

33. Public Entity Crime

Pursuant to s. 287.133, F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Provider, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for Category Two for a period of 36 months following the date of being placed on the convicted vendor list. If the Provider or any of its officers or directors is convicted of a public entity crime during the period of this agreement, the Provider shall notify the Alliance immediately. Non-compliance with this statute shall constitute a breach of this agreement.

34. Purchasing:

34.1 The Provider may purchase articles which are the subject of or are required to carry out any contract or agreement from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, Fla. Stat., in the same manner and under the procedures set forth in ss. 946.515(2) and (4), Fla. Stat. For purposes of this contract, the Provider shall be deemed to be substituted for the Alliance insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 800-643-8459.

34.2 The Provider may procure any recycled products or materials, which are the subject of or are required to carry this contract in accordance with the provisions of s. 403.7065, Fla. Stat.

34.3 The Provider may purchase articles that are the subject of, or required to carry out, any contract or agreement from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Fla. Stat., in the same manner and under the same procedures set forth in s. 413.036(1) and (2), Fla. Stat.. For purposes of this contract, the Provider shall be deemed to be substituted for the Alliance insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>. This clause is not applicable to subcontractors unless otherwise required by law.

35. Patents, Copyrights, Royalties

35.1 If this contract is awarded state funding and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under this contract the Provider shall refer the discovery, invention or material to the Alliance to be referred to the Department. Any and all patent rights or copyrights accruing under this contract are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to s. 287.0571 (5)(k), as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in this contract.

35.1 If the primary purpose of this contract is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this section 33.

35.2 If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR Part 200.315.

36. Emergency Preparedness and Continuity of Operations

The Provider shall, within thirty (30) calendar days of the execution of this contract, submit to the Alliance Contract Manager verification of an emergency preparedness plan. In the event of an emergency, the Provider shall notify the Alliance of emergency provisions.

In the event a situation results in a cessation of services by a subcontractor, the Provider shall retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

37. PUR 1000 Form:

The PUR 1000 Form is hereby incorporated by reference and available at:

https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf

In the event of any conflict between the PUR 1000 Form and any terms or conditions of any contract or agreement terms or conditions the contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

38. Use of State Funds to Purchase or Improve Real Property

Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

39. Dispute Resolution

Any dispute concerning performance of the contract shall be decided by the Contract Manager, who shall reduce the decision to writing and serve a copy on the Provider.

40. No Waiver of Sovereign Immunity

Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

41. Venue

If any dispute arises out of this contract, the venue of such legal recourse will be Miami-Dade County, Florida.

42. **Entire Contract**

This contract contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon the Alliance or the Provider unless expressly contained herein or by a written amendment to this contract signed by both Parties.

43. **Force Majeure**

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

44. **Severability Clause**

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

45. **Condition Precedent to Contract: Appropriations**

The Parties agree that the Alliance's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature to the Department and a corresponding allocation under contract from the Department to the Alliance.

46. **Addition/Deletion**

The Parties agree that the Alliance reserves the right to add or to delete any of the services required under this contract when deemed to be in the State of Florida's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

47. **Waiver**

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

48. **Compliance**

The Provider shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current state statutes, laws, rules and regulations, policies of the Department, and the terms of this Contract. The Parties agree that failure of the Provider to abide by these laws, rules, regulations, policies, and terms of this Contract shall be deemed an event of default of the Provider and subject the Provider to disciplinary action including corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for nonperformance or noncompliance, or other administrative action to immediate, unilateral cancellation at the discretion of the Alliance.

If the Alliance finds that the Provider fails to abide by all applicable current federal and state statutes, laws, rules and regulations, as well as conditions of this Contract, the Alliance shall provide the Provider a Notice of Violation which shall include a concise statement of the specific violations of the Provider and the facts relied upon to establish the violation.

Upon receipt of the Notice of Violation, the Provider shall have twenty-one (21) days to respond to the Notice of Violation. The Provider's response must include a statement of any disputed issues of material fact and a concise statement of the specific facts the Provider contends warrant reversal or deviation from the Alliance's proposed action, including an explanation of how the alleged facts relate to the specific rules, statutes, or contractual term.

Failure of the Provider to respond to the Notice of Violation within twenty-one (21) days shall be deemed a waiver of the rights outlined above and the Alliance will proceed against the Provider by default.

The Alliance, upon receiving a timely filed response to a Notice of Violation, will forward the response and all accompanying documentation to the Contract Manager to review and consider. The Contract Manager shall, within 30 days after the receipt of the Provider's response, file an order which lays out the final determination of disciplinary action by the Alliance.

49. **Final Invoice**

The Provider shall submit the final invoice for payment to the Alliance as specified in this contract. If the Provider fails to submit final request for payment as specified in this contract, then all rights to payment may be forfeited and the Alliance

may not honor any requests submitted. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto have been approved by the Alliance.

50. Modifications

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties.

51. Suspension of Work:

The Alliance may in its sole discretion suspend any or all activities under this contract when in the Department of Elder Affairs and/or the Alliance determines that it is in the best interests of State to do so. The Alliance shall provide the Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Provider shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Provider, the Alliance shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Provider to any additional compensation.

52. Termination

52.1 Termination for Convenience. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days' notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service with verification of delivery or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Provider responsible for administration of the contract. The Provider shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Provider shall not be entitled to recover any cancellation charges or lost profits. See notes on email regarding this paragraph.

52.2 Termination for Cause. The Alliance may terminate this Contract if the Provider fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the, (4) abide by any statutory requirement, regulatory requirement, licensing requirement, or Department policy or (5) in the event funds for payment become unavailable for this Contract. The Alliance will be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Provider will be compensated for any work satisfactorily completed prior to the date of termination. The Provider shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Provider shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Provider. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Provider and the subcontractor, and without the fault or negligence of either, the Provider shall not be liable for any excess costs for failure to perform, unless the subcontracted products or services were obtainable from other sources in sufficient time for the Provider to meet the required delivery schedule. If, after termination, it is determined that the Provider was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Alliance. The rights and remedies of the Alliance in this clause are in addition to any other rights and remedies provided by law or under the Contract.

52.3 Upon expiration or termination of this Contract, the Provider and subcontractors shall transfer all public records in its possession to the Alliance and destroy any duplicate public records that are exempt or confidential and exempt from public records, disclosure requirements at no cost to the Alliance. All electronically stored records shall be provided to the Alliance in a format that is compatible with the Alliance's information technology system(s).

53. Successors

This contract shall remain binding upon the successors in interest of either the Alliance or the Provider, subject to the assignment provisions above.

54. Electronic Records and Signature

54.1 The Alliance authorizes, but does not require, the Provider to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Contract. A Provider that creates and retains

electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, s. 668.50, Fla. Stat. All electronic records must be fully auditable; are subject to Florida's Public Records Law, Ch. 119, and Fla. Stat.; must comply with Section 29, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Provider to the same extent as non-electronic records are retained and maintained as required by this Contract.

- 54.2 The Alliance's authorization pursuant to this section does not authorize electronic transactions between the Provider and the Alliance. The Provider is authorized to conduct electronic transactions with the Alliance only upon further written consent by the Alliance.
- 54.3 Upon request by the Alliance, the Provider shall provide the Alliance with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Alliance of any document that was originally in electronic form with an electronic signature must indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

55. Special Provisions

The Provider agrees to the following provisions:

55.1 Investigation of Criminal Allegations:

Any report that implies criminal intent on the part of the Provider or any subcontractors and referred to a governmental or investigatory agency must be sent to the Alliance. If the Provider has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or other governmental agency, the Provider shall notify the contract manager. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Provider or Subcontractors, must be sent to the Alliance's contract manager with a summary of the investigation and allegations.

55.2 Volunteers:

The Provider shall ensure the use of trained volunteers in providing direct services delivered to older Individuals and individuals with disabilities needing such services. If possible, the Provider shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

55.3 Enforcement:

The Provider agrees to the following provisions:

- 55.3.1 The Alliance may, without taking any intermediate measures available to it against the Provider, rescind the contract, if the Alliance finds that:
- 55.3.2 An intentional or negligent act of the Provider has materially affected the health, welfare, or safety of clients served pursuant to this contract, or substantially and negatively affected the operation of services covered under this contract;
- 55.3.3 The Provider lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
- 55.3.4 The Provider has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Alliance, or the Provider has committed or repeated violations of the Alliance or the Department standards;
- 55.3.5 The Provider has failed to continue the provision or expansion of services after the declaration of a state of emergency; and/or
- 55.3.6 The Provider has failed to adhere to the terms of this contract.
- 55.3.7 In the alternative, the Alliance may, at its sole discretion, take immediate measures against the Provider, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one

or more contractual services, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for nonperformance, or other administrative action.

55.4 In making any determination under this provision the Alliance may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of this contract are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Miami-Dade County.

55.5 Use of Service Dollars:

The Provider will optimize the use of contract funds by serving the maximum possible number of individuals with the services allowed by this contract. The Provider will spend all funds provided by this contract to provide such services.

55.6 Surplus/Deficit Report:

The Provider will submit a consolidated surplus/deficit report in a format provided by the Alliance to the Alliance's Contract Manager in conjunction with the required monthly billing submission. This report is for this contract between the Provider and the Alliance. The report will include the following:

55.6.1 The Provider's detailed plan on how the surplus or deficit spending exceeding the 1% threshold will be resolved;

55.6.2 Number of clients currently on the APCL, that receive a priority ranking score of four (4) or five (5);

55.6.3 Number of clients currently on the APCL designated as Imminent Risk.

55.6.4 Number of clients served and Aging and Disability Resource Center ("ADRC") client contacts,

In accordance with its surplus/deficit management policies, in order to maximize available funding and minimize the time that potential clients must wait for services, the Alliance in its sole discretion can reduce funding awards if the Provider is not spending according to monthly plans and is projected to incur a surplus at the end of the year.

55.7 Training:

The Provider will attend all required trainings and meetings schedule by the Alliance.

56. Contract Manager

The Alliance may substitute any Alliance employee to serve as the Contract Manager.

57. Official Payee and Representatives:

The name, address, and telephone number of the representative for the Alliance for this contract is:

Max B. Rothman, JD, LL.M. President and CEO
760 NW 107th Ave, Suite 214
Miami, Florida 33172
(305) 670-6500, Ext. 224

The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this contract is:

a.	The Provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	City of Miami Springs 201 Westward Drive Miami Springs, FL 33166 305-805-5014
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Tammy Romero City of Miami Springs 201 Westward Drive Miami Springs, FL 33166 305-805-5014
c.	The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this contract is:	Tammy Key City of Miami Springs 343 Payne Drive Miami Springs, FL 33166 305-805-5160
d.	The section and location within the AAA where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Vice President for Finance Alliance for Aging, Inc. 760 NW 107th Avenue, Suite 214 Miami, Florida 33172-3155
e.	The name, address, and telephone number of the Contract Manager for the AAA for this contract is:	Contract Monitor Alliance for Aging, Inc. 760 NW 107th Avenue, Suite 214 Miami, Florida 33172-3155

In the event different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

58. All Terms and Conditions Included:

This contract and its Attachments and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties.

By signing this contract, the Parties agree that they have read and agree to the entire contract.

IN WITNESS THEREOF, the Parties hereto have caused contract, to be executed by their undersigned officials as duly authorized.

Provider: City of Miami Springs

ALLIANCE FOR AGING, INC.

SIGNED BY: _____

SIGNED BY:  Jul 12, 2023 08:30 EDT _____

NAME: Tammy Romero

NAME: MAX B. ROTHMAN, JD, LL.M.

TITLE: Interim City Manager

TITLE: PRESIDENT AND CEO

DATE: Jul 11, 2023

DATE: Jul 12, 2023

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**ATTACHMENT I
LOCAL SERVICES PROGRAM
STATEMENT OF WORK**

SECTION I. SERVICES TO BE PROVIDED

A. DEFINITIONS OF TERMS AND ACRONYMS

1. CONTRACT ACRONYMS

ADLs – Activities of Daily Living
AAA – Area Agency on Aging
APCL -Access Priority Consumer List
CAP - Corrective Action Plan
CFR – Code of Federal Regulations
CIRTS - Client Information and Registration Tracking System
DOEA or Department – Florida Department of Elder Affairs
F.A.C. – Florida Administrative Code
F.S. - Florida Statutes
IADLs – Instrumental Activities of Daily Living
LSP - Local Services Program
NOI - Notice of Instruction
PSA - Planning and Service Area
SOPS - Summary of Programs and Services
U.S.C. – United States Code

2. PROGRAM SPECIFIC TERMS

Department of Elder Affairs Programs and Services Handbook (DOEA Handbook): An official document of DOEA. The Handbook includes program policies, procedures, and standards applicable to agencies which are recipients/providers of DOEA-funded programs. An annual update is provided through a Notice of Instruction.

Functional Assessment: A comprehensive, systematic, and multidimensional review of a person's ability to remain independent and in the least restrictive living arrangement.

Notice of Instruction (NOI): The Department's established method to communicate to the Provider the requirement to perform specific tasks or activities in a particular manner. NOIs are located on the Department's website at <http://elderaffairs.state.fl.us/doea/nois.php>.

Proviso: Language used in a general appropriations bill to qualify or restrict the way in which a specific appropriation is to be expended.

Program Highlights: Success stories, quotes, testimonials, or human-interest vignettes that are used in the Department's SOPS, to include information that helps tell the story of how programs and services help elders, families, and caregivers.

Summary of Programs and Services (SOPS): A document produced by the Department and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

B. GENERAL DESCRIPTION

1. General Statement

The LSP provides long-term care alternatives enabling elders to maintain an acceptable quality of life in their own homes and to avoid or delay nursing home placement.

2. Local Services Program (LSP)

The LSP provides community-based services to preserve elders' independence, support caregivers, and target at-risk persons. Through the provision of meals, transportation, caregiver support, in-home services, expanded respite, adult

day care, or other services authorized by proviso, the LSP assists elders to live in the least restrictive environment that meets their needs.

3. Authority

The relevant authorities governing the LSP are:

- a. Rule 58C-1, Florida Administrative Code;
- b. Sections 430.201 through 430.207, F.S.; and
- c. The Catalog of State Financial Assistance (CSFA) Number 65.010

4. Scope of Service

The Provider is responsible for the programmatic, fiscal, and operational management of LSP. LSP services shall be provided in a manner consistent with the current DOEA Handbook, which is incorporated by reference.

5. Major Program Goals

The major goals of the LSP are to ensure that:

- a. LSP services are provided to individuals who need long-term care alternatives to maintain an acceptable quality of life in their own home; and
- b. Nursing home placement is delayed or avoided because of the services provided in this program.

C. CLIENTS TO BE SERVED

1. General Description

The LSP provides long-term care alternatives which assist elders in delaying or avoiding nursing home placement.

2. Client Eligibility

Clients eligible to receive services under this contract must:

- a. Be sixty (60) years of age or older, unless otherwise specified in the proviso authorizing the service; and
- b. Not be enrolled in any Medicaid capitated long-term care program, except consumers in need of Legal Assistance services and Congregate Nutrition Services, including transportation to and from congregate meal sites, provided through providers following Older Americans Act (OAA) program guidelines.

3. Targeted Groups

Priority for services provided under this contract shall be given to those eligible persons assessed to be at risk of placement in an institution or as otherwise specified in the authorizing proviso.

4. Client Determination

The Department shall have final authority for the determination of client eligibility.

SECTION II. MANNER OF SERVICE PROVISION

A. Service Tasks

To achieve the goals of the LSP, the Provider shall perform, or ensure that its subcontractors perform, the following tasks:

1. Client Eligibility Determination

The Provider shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in section I.C.2.

2. Assessment and Prioritization of Service Delivery for New Clients

The Provider shall ensure use of the following criteria to prioritize new clients for service delivery. It is not the intent of the Department to remove existing clients from services to serve new clients being assessed and prioritized for service delivery.

- a. **Imminent Risk Individuals:** Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within one (1) month or very likely within three (3) months.
- b. Regardless of referral source, individuals determined through the Department's functional assessment to be at the higher levels of frailty and risk of nursing home placement shall be given first priority.

3. Program Services

The Provider shall ensure the provision of program services is consistent with the Provider's current Area Plan, as updated and approved by the Department, and the current DOEA Handbook.

B. Staffing Requirements

1. Staffing Levels

The Provider shall dedicate its own staff as necessary to meet the obligations of this contract and ensure that subcontractors dedicate adequate staff accordingly.

2. Professional Qualifications

The Provider shall ensure that the staff responsible for performing any duties or functions within this contract has the qualifications as specified in the DOEA Handbook.

3. Service Times

The Provider shall ensure the availability of services listed in this contract at times appropriate to meet client service needs, at a minimum during normal business hours. Normal business hours are defined as Monday through Friday, 8:00a.m. to 5:00p.m. local time.

4. Use of Subcontractors

If this contract involves the use of a Subcontractor or third party, then the Provider shall not delay the implementation of its agreement with the Subcontractor. If any circumstance occurs that may result in a delay for a period of 60 days or more the initiation of the subcontract or the performance of the Subcontractor, the Provider shall notify the Alliance's Contract Manager in writing of such delay. The Provider shall not permit a Subcontractor to perform services related to this agreement without having a binding Subcontractor agreement executed. In accordance with Section 23 of this Contract, the Alliance will not be responsible or liable for any obligations or claims resulting from such action.

a. Copies of Subcontracts:

The Provider shall submit a copy of all subcontracts to the Alliance Contract Manager within thirty (30) days of the subcontract being executed.

b. Monitoring the Performance of Subcontractors:

The Provider shall programmatically monitor, at least once per year, each of its Subcontractors, Subrecipients, Vendors, and/or Consultants. The Provider shall perform programmatic monitoring to ensure contractual compliance, and programmatic performance and compliance with applicable state and federal laws and regulations. The Provider shall monitor to ensure that time schedules are met; the budget and scope of work are accomplished within the specified time periods, and other performance goals. The Provider shall also perform fiscal and administrative monitoring for all subcontractors to ensure fiscal accountability.

c. Copies of Subcontractor Monitoring Reports

The Provider shall ensure the provision of program services is consistent with the Provider's current Area Plan, as updated and approved by the Department, and the current DOEA Handbook.

C. Deliverables

The following section provides the specific quantifiable units of deliverables and source documentation required to evidence the completion of the tasks specified in this contract.

1. Delivery of Service to Eligible Clients:

The Provider shall ensure the provision of services to address the diverse needs of functionally impaired elders. The Provider shall not provide direct services to clients, unless specifically authorized in proviso. The Provider shall ensure performance and reporting of the following services per the current DOEA Handbook, and Section II.A.1-3 of this contract. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. The services include the following:

- | | |
|--------------------------------------|-----------------------------|
| Adult Day Care | Congregate Meals |
| Congregate Meals (Screening) | Counseling (Gerontological) |
| Counseling (Mental Health/Screening) | Health Promotion |
| Home Delivered Meals | Homemaker |
| Nutrition Counseling | Nutrition Education |
| Other | Personal Care |
| Recreation | Respite (Facility Based) |
| Respite (In-Home) | Screening/Assessment |
| Telephone Reassurance | Transportation |

2. Service Units

The Provider shall ensure that the provision of services described in this contract is in accordance with the current DOEA Handbook and the service tasks described in Section II.A. Attachment VII lists the services that can be performed, budget allocation for each service, the number of units of service, and the reimbursement unit rate. Units of service will be paid pursuant to the rate established in Attachment VII.

3. Administrative Responsibilities

The Provider shall provide management and oversight of LSP Program operations in accordance with the current DOEA Handbook which include the following:

- a. Establish contractual agreements with appropriate and capable subcontractor and vendor agreements, when applicable.
- b. Provide technical assistance to subcontractors and vendors to ensure provision of quality services.
- c. Monitor and evaluate subcontractors and vendors for appropriate programmatic and fiscal compliance.
- d. Appropriately submit payments to subcontractors.
- e. Establish procedures for handling recipient complaints and ensure that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, and the determination of each complaint.
- f. Ensure compliance with Client Information and Registration Tracking System (eCIRTS) regulations.
- g. Monitor outcome measures in accordance with targets set by the Department.
- h. Conduct client satisfaction surveys to evaluate and improve service delivery.

D. Reports

The Provider shall respond within ten (10) business days to the Alliance’s request for routine and/or special requests for information and ad hoc reports. The Provider must establish due dates for any subcontractors that permit the Provider to meet the Alliance’s reporting requirements.

1. Service Cost Report (SCR):

The Provider shall submit a SCR to the Alliance annually and no later than ninety (90) calendar days after the Provider Fiscal Year end. The SCR shall reflect the actual costs of providing each service by program for the preceding contract year. If the Provider desires to renegotiate its reimbursement rates, the Provider shall make a request in writing to the Alliance with the submission of a Unit Cost Methodology (UCM) and in accordance with the Alliance’s approved Reimbursement Rate Review Policy, which is incorporated by reference.

2. eCIRTS Reports:

The Provider shall ensure timely input of LSP specific data into eCIRTS. The Provider must run monthly eCIRTS reports to validate the client and service data in eCIRTS is accurate prior to submitting a request for payment invoice. To ensure eCIRTS data accuracy, the Provider shall adhere to the Alliance's eCIRTS Data Integrity Policy and use eCIRTS-generated reports which include the following:

- a. Client Reports;
- b. Monitoring Reports;
- c. Service Reports;
- d. Miscellaneous Reports;
- e. Fiscal Reports; and
- f. Outcome Measures Reports.

3. Surplus/Deficit Report:

The Provider will submit a consolidated surplus/deficit report in a format provided by the Alliance to the Alliance's Contract Manager in conjunction with the required monthly billing submission. The report will include the following:

- a. Actual contracted funding utilized each month and YTD
- b. Number of active clients compared to the average number of clients funded in the contract
- c. Monthly and YTD number of unduplicated clients served
- d. Detailed plan on how any projected surplus (or deficit) spending exceeding the Surplus allowance threshold in the Alliance Policies, incorporated here by reference, will be resolved.

In accordance with Alliance surplus/deficit management policies, in order to maximize available funding and minimize the time that potential clients must wait for services, the Alliance in its sole discretion can reduce funding awards if the Provider is not within the Alliance policy surplus allowance.

5. Program Highlights

The Provider shall submit Program Highlights referencing specific events that occurred in the previous fiscal year by September 15th of the current contract year. The Provider shall provide a new success story, quote, testimonial, or human-interest vignette. The highlights shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, the Provider shall provide a brief description of their mission or role. The active tense shall be consistently used in the highlight narrative, in order to identify the specific individual or entity that performed the activity described in the highlight. The Provider shall review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to the Alliance.

E. Records and Documentation**1. Requests for Payment**

The Provider shall maintain documentation to support Requests for Payment that shall be available to the Alliance, the Department, or other authorized agencies and individuals such as the Florida Department of Financial Services (DFS), upon request.

2. eCIRTS Data and Maintenance:

The Provider shall ensure, on a monthly basis, collection and maintenance of client and service information in eCIRTS or any such system designated by the Alliance. Maintenance includes accurate and current data, and valid exports and backups of all data and systems according to the Alliance and Department standards.

3. Data Integrity and Back up Procedures:

The Provider shall anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Provider functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location.

4. **Policies and Procedures for Records and Documentation:**

The Provider shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its Subcontractors. These policies and procedures shall be made available to the Alliance upon request.

5. **Policies and Procedures for Records and Documentation:**

The Provider shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its subcontractors. These policies and procedures shall be made available to the Alliance upon request.

F. Performance Specifications

1. Outcomes

- a. Ensure the provision of the services described in this contract are in accordance with the current DOEA Handbook and Section II.A. and Section II.D. of this contract;
- b. The Provider shall timely submit to the Alliance all reports described in Section II.D of this contract;
- b. The Provider shall maintain all information described in Section II.E. of this contract;
- d. The Provider shall ensure the prioritization and service provision of clients in accordance with Section II.A.2 of this contract;
- e. The Provider shall timely and accurately submit to the Alliance Attachments IX, X and supporting documentation in accordance with Attachment VIII of this contract.

2. Criteria

The performance of the Provider in providing the services described in this contract shall be measured by the current SPA strategies for the following criteria:

- a. Percent of APS referrals who are in need of immediate services to prevent further harm who are served within 72 hours;
 - b. Percent of elders assessed with high or moderate risk environments who improved their environment score;
 - c. Percent of new service recipients with high-risk nutrition scores whose nutritional status improved;
 - d. Percent of new service recipients whose ADL assessment score has been maintained or improved;
 - e. Percent of new service recipients whose IADL assessment score has been maintained or improved;
 - f. Percent of family and family-assisted caregivers who self-report they are likely to provide care;
 - g. Percent of caregivers whose ability to provide care is maintained or improved after one year of service intervention (as determined by the caregiver and the assessor);
 - h. Percent of most frail elders who remain at home or in the community instead of going into a nursing home;
 - i. Percentage of active clients eating two or more meals per day;
 - j. After service intervention, the percentage of caregivers who self-report being very confident about their ability to continue to provide care.
3. The Provider's performance of the measures in F.2. above will be reviewed and documented in the Alliance's Annual Programmatic Monitoring Report.

4. Monitoring and Evaluation

The Alliance will review and evaluate the performance of the Provider under the terms of this contract. Monitoring shall be conducted through direct contact with the Provider through telephone, in writing, and/or on-site visit(s). The Alliance's determination of acceptable performance shall be conclusive. The Provider agrees to cooperate with the Alliance in monitoring the progress of completion of the service tasks and deliverables. The Alliance may use, but is not limited to, one or more of the following methods for monitoring:

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled, and follow-up on-site visits;
- c. Client visits;
- d. Review of independent auditor's reports;
- e. Review of third-party documents and/or evaluation;
- f. Review of progress reports;
- g. Review of customer satisfaction surveys;

- h. Agreed-upon procedures review by an external auditor or consultant;
- i. Limited-scope reviews; and
- j. Other procedures as deemed necessary.

G. Provider Responsibilities

1. Provider Accountability:

All service tasks and deliverables pursuant to this contract are solely and exclusively the responsibility of the Provider, and for which, by execution of the contract, the Provider agrees to be held accountable.

2. Coordination with Other Providers and/or Entities:

Notwithstanding that services for which the Provider is held accountable involve coordination with other entities in performing the requirements of the contract, the failure of other entities does not alleviate the Provider from any accountability for tasks or services that the Provider is obligated to perform pursuant to this contract.

H. Alliance Responsibilities

1. Alliance Obligations:

The Alliance may provide technical support and assistance to the Provider within the resources of the Alliance to assist the provider in meeting the required tasks in the above Section II.

2. Alliance Determinations:

The Alliance reserves the exclusive right to make certain determinations in the tasks and approaches. The absence of the Alliance setting forth a specific reservation of rights does not mean that all other areas of the contract are subject to mutual agreement.

III. METHOD OF PAYMENT

A. Payment Methods Used

The Method of Payment for this contract is a combination of fixed fee/unit rate, cost reimbursement, and advance payments, subject to the availability of funds and Provider performance. The Alliance will pay the Provider upon satisfactory completion of the Tasks/Deliverables, as specified in Section II and in accordance with other terms and conditions of the contract.

1. Fixed Fee/Unit Rate

Payment for Fixed Fee/Unit Rates shall not exceed amounts established in Attachment VII, per unit of service.

2. Cost Reimbursement

Payment may be authorized only for allowable expenditures, which are in accordance with the services specified in Attachment VII. All Cost Reimbursement Requests for Payment must include the Receipt and Expenditure Report beginning with the first month of the contract.

3. Advance Payments

Non-profit Providers may request a monthly advance for service costs for each of the first two months of the contract period, based on anticipated cash needs. For the first month's advance request, the Provider shall provide to the Alliance documentation justifying the need for an advance and describing how the funds will be distributed. If the Provider is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Provider within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Provider's financial need for the second month of advances. The Provider must also describe how the funds will be distributed for the first and second month. If sufficient budget is available, and the Department's Contract Manager, in his or her sole discretion, has determined that there is justified need for an advance, the Department will issue approved advance payments after July 1st of the contract year.

All advance payments made to the Provider shall be reimbursed to the Alliance as follows: At least one-tenth of the advance payment received shall be reported as an advance recoupment on each Request for Payment (Attachment XI), starting with the invoice submission of the third month activities and billing, in accordance with the Invoice Report Schedule (Attachment IX).

B. Method of Invoice Payment

Payment shall be made upon the Provider's presentation of an invoice subsequent to the acceptance and approval by the Alliance of the deliverables shown on the invoice and payment has been received from DOEA. The form and substance of each invoice submitted by the Provider shall be as follows:

1. Request payment on a monthly basis for the units of services established in this contract, provided in conformance with the requirements as described in the DOEA Programs and Services Handbook, and at the rates established in Attachment VII of the contract. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. Any change to the total contract amount requires a formal amendment.
2. The Provider shall consolidate all subcontractors' Requests for Payment and Expenditure Reports that support Requests for Payment and shall submit to the Alliance using forms Request for Payment (Attachment IX), Receipt and Expenditure Reports (Attachment X) for Case Management and Special Subsidy Services.
3. All Requests for Payment shall be based on the submission of monthly Expenditure Reports beginning with the first month of the contract. The schedule for submission of advance requests and invoices is Invoice Schedule, Attachment VIII;
4. In the event that services were not billed during the regular billing cycle, the Provider may request payment for services no later than 90 days after the month in which the expense was incurred, except that requests cannot be made after the contract closeout date. Request for payment of services rendered 90 days after the month in which the expense was incurred will require approval of the contract manager prior to the billing of such incurred expenses. Late service billing requests will not be paid unless justification is submitted and approved by the contract manager;
5. The Provider shall maintain documentation to support payment requests which shall be available to the Alliance, the Department, and the Department of Financial Services, or other authorized state and federal personnel upon request; and
6. All payments under the terms of this contract are contingent upon an annual appropriation by the Legislature, and subject to the availability of funds.

C. Payment Withholding

Any payment due by the Alliance under the terms of this contract may be withheld pending the receipt and approval by the Alliance of all financial and programmatic reports due from the Provider and any adjustments thereto, including any disallowance not resolved as outlined in this Contract.

D. Final Invoice Instructions

The Provider shall submit the final Request for Payment to the Alliance no later than 30 days after the contract period ends and as referenced in Attachment VIII. If the contract is terminated prior to the end date of the contract, then the Provider must submit the final request for payment to the Alliance no more than 30 days after the contract is terminated. If the provider fails to do so, all right to payment is forfeited, and the Alliance will not honor any requests submitted after the aforesaid time period.

E. eCIRTS Data Entries for Subcontractors

The Provider must require Subcontractors to enter all required data for clients and services in the eCIRTS database per the DOEA Programs and Services Handbook and the eCIRTS User Manual - Aging Provider Network users (located in Documents on the eCIRTS Enterprise Application Services). Subcontractors must enter this data into the eCIRTS prior to submitting their requests for payment and expenditure reports to the Provider. The Provider shall establish deadlines for completing eCIRTS data entry and to assure compliance with due dates for the requests for payment and expenditure reports that Provider must submit to the Alliance.

F. Providers' Monthly eCIRTS Reports

The Provider must run monthly eCIRTS reports and verify client and service data in the eCIRTS is accurate. This report must be submitted to the Alliance with the monthly request for payment and expenditure report and must be reviewed by the Alliance before the Provider's request for payment and expenditure reports can be approved by the Alliance.

IV. SPECIAL PROVISIONS

A. Provider's Financial Obligations

1. Management and Use of Service Dollars and Continuity of Service:

- a. The Provider is expected to spend all funds provided by the Alliance for the purpose specified in this contract. The Provider must manage the service dollars in such a manner so as to avoid having a surplus of funds at the end of the contract period.
- b. The Provider shall ensure that contract services will be provided until the end of the contract period. In order to enable the Provider to better manage the services under this contract and to maximize the use of available resources, the Alliance has established a spending authority as identified in Budget Summary, Attachment VII. The Provider is responsible for managing the spending authority so that a continuity of service can be maintained for the maximum number of consumers. The Provider agrees to assume responsibility for any contractual deficit that may be incurred.

2. Budget Summary:

The Alliance has established a spending authority based on services and rate detailed in the Budget Summary, Attachment VII and any revisions thereto approved by the Alliance. Any changes in the total amounts of the funds identified on the Budget Summary require a contract amendment.

B. Remedies for Nonconforming Services

1. The Provider shall ensure that all goods and/or services provided under this contract are delivered timely, completely, and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Provider fails to meet the prescribed quality standards for services, such services will not be reimbursed under this contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this contract. The Provider's signature on the request for payment form certifies maintenance of supporting documentation and acknowledgement that the Provider shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Alliance requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.
3. The Alliance will pass through to the provider any financial consequences imposed by the Department on the Alliance should the provider be at fault and/or cause for the imposed financial consequence. Any passthrough financial consequences will be withheld by reduction of payment and will levy against the provider for the following:
 - a. Delivery of services to eligible clients as referenced in Attachment I, Section II of this contract – Failure to comply with established assessment and prioritization criteria as evidenced by eCRITS reports.
 - b. Services and units of services as referenced in Attachment I, Section II of this contract – Failure to provider services in accordance with the current DEOA Handbook
 - c. Administrative duties as referenced in Attachment I, Section II of this contract – Failure to perform management and oversight of the program operations.

C. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Provider or any Subcontractors and referred to a governmental or investigatory agency must be sent to the Alliance which will in turn forward the information to the Department. If the Alliance has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or other governmental agency, the Alliance shall notify the Inspector General at the Department immediately. A copy of all documents, reports, notes or other written material concerning the investigation, whether in the possession of the Provider or Subcontractors, must be sent to the Alliance which will in turn send the material to the Department's Inspector General with a summary of the investigation and allegations.

D. Volunteers

The Provider shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Provider shall work in coordination with organizations that have

experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

E. Use of Service Dollars and Management of Assessed Priority Consumer List

The Provider is expected to spend all federal, state, and other funds provided by the Alliance for the purpose specified in the contract. The Provider must manage the service dollars in such a manner so as to avoid having a surplus of funds at the end of the contract period, for each program managed by the Provider. The Provider understands and agrees to the reallocation of funding as described in Attachment I, Section II.E.3. of this contract.

ATTACHMENT II

CERTIFICATIONS AND ASSURANCES

The Alliance will not award this contract unless Provider completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this contract, Provider provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 2 CFR Part 200)
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
- F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.
- G. Certification Regarding Data Integrity Compliance for Agreements. Grants, Loans And Cooperative Agreements
- H. Verification of Employment Status Certification
- I. Certification Regarding Inspection of Public Records

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTION.

The undersigned Provider certifies to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
- 2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
- 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Provider certifies, to the best of its knowledge and belief, that:

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 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.

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 employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and Providers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. 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.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Provider assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Alliance.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Alliance.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Alliance.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Alliance.

6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

Provider also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Provider's operation of the WIA Title I- financially assisted program or activity, and to all agreements Provider makes to carry out the WIA Title I- financially assisted program or activity. Provider understands that the Alliance, Department, and the United States have the right to seek judicial enforcement of the assurance.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Provider hereby certifies that neither it, nor any person or affiliate of Provider, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Provider understands and agrees that it is required to inform DOE A immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Provider assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and Providers shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.

In accordance with s. 287.135, F.S., Provider hereby certifies that it is not participating in a boycott of Israel.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of s. 287.135, F.S., Provider hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.

Provider understands that pursuant to s. 287.135, F.S., the submission of a false certification may result in the Alliance and/or Department terminating this contract and the submission of a false certification may subject the Provider to civil penalties, attorney's fees, and/or costs, including costs for investigations that led to the funding of false certification.

If Provider is unable to certify to any of the statements in this certification, Provider shall attach an explanation to this Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Provider and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all agreement supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Provider, Subcontractors, or any outside entity on which the Provider is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Providers will take immediate action to assure data integrity.
3. If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

4. The Provider and any Subcontractors of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Alliance, Provider certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Provider during the contract term to perform employment duties pursuant to this contract and that any subcontracts include an express requirement that Subcontractors performing work or providing services pursuant to this Agreement utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the entire contract term.

I. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of section 9 of this Contract, and s. 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by Section 119.0701(4), F.S., and the Department is named in the civil action, Provider agrees to indemnify and hold harmless the Department for any costs incurred by the Department, and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity **which pertain to the public agency (Florida Department of Elder Affairs)** are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

The Provider shall require that the language of this certification be included in all sub agreements, subgrants, and other agreements and that all Subcontractors shall certify compliance 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 OMB Circulars A-102 and 2 CFR Part 200 (formerly OMB Circular A-110).

By signing below, Provider certifies the representations outlined in parts A through I above are true and correct.

Interim City Manager
(Signature and Title of Authorized Representative)

CITY OF MIAMI SPRINGS Jul 11, 2023

Provider Date

201 Westward Drive

(Street Address)

Miami Springs, Fl. 33166

(City, State, Zip code)

**ATTACHMENT III
EXHIBIT I**

FINANCIAL, AND COMPLIANCE AUDIT ATTACHMENT

PART 1: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200, and/or s. 215.97, Fla. Stat. Providers who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit I is met. Providers who have been determined to be vendors are not subject to the requirements of 2 CFR Part §200.38, and/or s. 215.97, Fla. Stat. Regardless of whether the audit requirements are met, Providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part §200 and/or Rule 691-5.006, FAC, Provider has been determined to be:

- Vendor not subject to 2 CFR Part §200.38 and/or s. 215.97, F.S.
- Recipient/subrecipient subject to 2 CFR Part §200.86 and §200.93 and/or s. 215.97, F.S.
- Exempt organization not subject to 2 CFR Part §200 and/or s. 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the Alliance to subcontract, they must comply with s. 215.97(7), F.S., and Rule 691-5.006, FAC [state financial assistance] and 2 CFR Part §200.330 [federal awards].

**PART II: FISCAL COMPLIANCE
REQUIREMENTS**

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR Part §200.416-§200.417 – Special Considerations for States, Local Governments and Indian Tribes
- 2 CFR Part §200.201- Administrative Requirements**
- 2 CFR Part §200 Subpart F Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations.

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR Part §200.400-.411- Cost Principles*
- 2 CFR Part §200.100 -Administrative Requirements
- 2 CFR Part §200 Subpart F Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations.

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- 2 CFR Part §200.418- §200.419 Special Considerations for Institutions of Higher Education*
- 2 CFR Part §200.100- Administrative Requirements
- 2 CFR Part §200 Subpart F -Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations.

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the 2 CFR Part §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR Part 92; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient must comply with the following fiscal laws, rules and regulations:

Section 215.97, Fla. Stat.

Chapter 69I-5, Fla. Admin. Code

State Projects Compliance Supplement

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations.

**ATTACHMENT III
EXHIBIT 2**

**FINANCIAL, AND COMPLIANCE AUDIT ATTACHMENT
FUNDING SUMMARY**

Note: Title 2 CFR & 2 CFR Part 200, As Revised, and s. 215.97(5), Florida Statutes, Require That Information About Federal Programs and State Projects Be Provided to the Recipient and Are Stated in the Financial and Compliance Audit Attachment and Exhibit 1. Financial and Compliance Audit Attachment, Exhibit 2-Funding Summary Provides Information Regarding the Funding Sources Applicable to This Contract, Contained Herein, Is A Prediction of Funding Sources and Related Amounts Based on the Contract Budget.

1. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

STATE FINANCIAL ASSISTANCE SUBJECT TO sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Local Service Provider – Non-Recurring Brkst & Weekend Meals, Health Support, Recreation	General Revenue	65.009	\$750,000.00
TOTAL AWARD			\$750,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE:

Section 215.97, F.S., Chapter 69I-5, FL Admin Code, State Projects Compliance supplement Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations.

ATTACHMENT VI
ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.


**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET,
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

Note: Certain of these assurances may not be applicable to your project or program. If you have questions please contact the awarding agency. Further, certain federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 see 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §§874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding

labor standards for federally assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL. 	TITLE <i>Interim City Manager</i>
APPLICANT ORGANIZATION City of Miami Springs	DATE SUBMITTED <i>July 11, 2023</i>

**ATTACHMENT VII
LOCAL SERVICES PROGRAM
BUDGET SUMMARY**

The Alliance shall make payment to the provider for provision of services up to a maximum number of units of service and at the rate(s) stated below:

Services to be Provided	Service Unit Rate	Maximum Units of Service	Maximum Dollars
Home Delivered Meals - Weekends	\$ 5.37	7,800	\$ 70,000.00
Home Delivered Meals - Breakfast	\$ 5.37	19,500	\$ 220,000.00
Home Delivered Meals - Emergency	\$ 5.37	155	\$ 4,000.00
Nutrition Education	\$ 1.00	1,093	\$ 2,000.00
Health Support	\$ 94.61	297	\$ 270,000.00
Recreation	\$ 88.50	106	\$ 184,000.00
Total			\$ 750,000.00

ATTACHMENT VIII

LOCAL SERVICES PROGRAM

INVOICE REPORT SCHEDULE

Report Number	Based On	Submit to Alliance on this Date
1	July Advance*	July 5
2	August Advance*	July 5
3	July Expenditure Report	August 5
4	August Expenditure Report	September 5
5	September Expenditure Report + 1/10 advance reconciliation	October 5
6	October Expenditure Report + 1/10 advance reconciliation	November 5
7	November Expenditure Report + 1/10 advance reconciliation	December 5
8	December Expenditure Report + 1/10 advance reconciliation	January 5
9	January Expenditure Report + 1/10 advance reconciliation	February 5
10	February Expenditure Report + 1/10 advance reconciliation	March 5
11	March Expenditure Report + 1/10 advance reconciliation	April 5
12	April Expenditure Report + 1/10 advance reconciliation	May 5
13	May Expenditure Report + 1/10 advance reconciliation	June 5
14	June Expenditure Report+ 1/10 advance reconciliation	July 5
15	Final Expenditure and closeout	July 31

Legend: * Advance based on projected cash need.

Note 1: All advance payments made to the Provider shall be returned to the Alliance as follows: One-tenth of the advance payment received shall be reported as an advance recoupment on each Request for Payment, starting with report #5. The adjustment shall be recorded in Part C, Line 1 of the report (Attachment IX).

Note 2: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Alliance, payment is to accompany the report.

ATTACHMENT IX

REQUEST FOR PAYMENT Form 106 CCE

Provider Name, Address, Phone# Provider: <input style="width: 100%;" type="text"/> Address: <input style="width: 100%;" type="text"/> Telephone: <input style="width: 100%;" type="text"/>	Type Of Report Advance <input style="width: 50%;" type="text"/> Reimbursement <input style="width: 50%;" type="text"/>	Contract #: <input style="width: 100%;" type="text"/> Contract Period: <input style="width: 100%;" type="text"/> Report Period: <input style="width: 100%;" type="text"/> REPORT #: <input style="width: 100%;" type="text"/>
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CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.

Prepared By: _____ Date: _____ Approved By: _____ Date: _____

BUDGET SUMMARY									TOTAL
Approved Contract Amount			0.00						0.00
Previous Month YTD Billed			0.00						0.00
Prior Month Ending Contract Balance			0.00						0.00
Current Month Amount Billed			0.00						0.00
Less Current Month Adv Payback			0.00						0.00
Contracted Funds Requested for Month			0.00						0.00

CO-PAYMENTS	CURRENT MONTH	CONTRACT YTD	Prior Mo. YTD
1. Number of persons assessed Co-payments	0	-	0
2. Number of persons terminated for non-payment	0	-	0
3. Number of persons waived from term in. for non-payment	0	-	0
4. Number of persons waived from assessment	0	-	0
5. Number of persons exempt from co-pay	0	-	0
6. Total amount of co-pay assessed	\$ 0.00	\$ -	\$ 0.00
7. Total Amount of Co-pay collected	\$ 0.00	\$ -	\$ 0.00
8. Total amount of co-pay expended	\$ 0.00	\$ -	\$ 0.00

ATTACHMENT A

Title: Department of Elder Affairs Programs & Services Handbook

<http://www.allianceforaging.org/providers/program-documents/2012-doea-programs-services-handbook>

**ATTACHMENT B
STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS**

PART I: READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU COMPLETE THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
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3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

PART II: USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with DOEA? If N/A or NO, explain.

N/A YES NO

7. Compare the staff composition to the population. Is staff representative of the population? If N/A or NO, explain.

N/A YES NO

8. Compare the client composition to the population. Are race and sex characteristics representative of the population? If N/A or NO, explain.

N/A YES NO

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If N/A or NO, explain.

N/A YES NO

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If N/A or NO, explain.

N/A YES NO

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If N/A or NO, explain.

N/A YES NO

12. Is the program/facility accessible to non-English speaking clients? If N/A or NO, explain.

N/A YES NO

13. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? Verbal Written Poster If N/A or NO, explain. N/A YES NO

14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. N/A NUMBER

15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If N/A or NO, explain. N/A YES NO

PART III: THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES.

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. YES NO

17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain. YES NO

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO

19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain. YES NO

20. Are auxiliary aids available to assure accessibility of services to hearing and sight-impaired individuals? If NO, explain. YES NO

PART IV: FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES NO

ALLIANCE USE ONLY		
Reviewed By	In Compliance: YES <input type="checkbox"/> NO* <input type="checkbox"/>	
Program Office	*Notice of Corrective Action Sent ___/___/___	
Date	Telephone	Response Due ___/___/___
On-Site <input type="checkbox"/>	Desk Review <input type="checkbox"/>	Response Received ___/___/___

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOEA recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).
13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. The information

- may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
 15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
 16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
 17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
 18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
 19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
 20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, 45 CFR 84.52 (d).
 21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT C

Alliance for Aging, Inc. Business Associate Agreement

This Business Associate Agreement is dated Jul 11, 2023, by the **Alliance for Aging, Inc. (“Covered Entity”)** and **City of Miami Springs, (“Business Associate”)**, a not-for-profit Florida corporation.

1.0 Background.

- 1.1 Covered Entity has entered into one or more contracts or agreements with Business Associate that involves the use of Protected Health Information (PHI).
- 1.2 Covered Entity recognizes the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and has indicated its intent to comply in the County’s Policies and Procedures.
- 1.3 HIPAA regulations establish specific conditions on when and how covered entities may share information with Providers who perform functions for the Covered Entity.
- 1.4 HIPAA requires the Covered Entity and the Business Associate to enter into a contract or agreement containing specific requirements to protect the confidentiality and security of patients’ PHI, as set forth in, but not limited to the Code of Federal Regulations (C.F.R.), specifically 45 C.F.R. §§ 164.502(e), 164.504(e), 164.308(b), and 164.314(a-b)(2010) (as may apply) and contained in this agreement.
- 1.5 The Health Information Technology for Economic and Clinical Health Act (2009), the American Recovery and Reinvestment Act (2009) and Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010) require business associates of covered entities to comply with the HIPAA Security Rule, as set forth in, but not limited to 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 (2009) and such sections shall apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity.

The parties therefore agree as follows:

2.0 Definitions. For purposes of this agreement, the following definitions apply:

- 2.1 **Access.** The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.
- 2.2 **Administrative Safeguards.** The administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic Protected Health Information (ePHI) and to manage the conduct of the covered entity’s workforce in relation to the protection of that information.
- 2.3 **ARRA.** The American Recovery and Reinvestment Act (2009)
- 2.4 **Authentication.** The corroboration that a person is the one claimed.
- 2.5 **Availability.** The property that data or information is accessible and useable upon demand by an authorized person.
- 2.6 **Breach.** The unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information.
- 2.7 **Compromises the Security.** Posing a significant risk of financial, reputational, or other harm to individuals.
- 2.8 **Confidentiality.** The property that data or information is not made available or disclosed to unauthorized persons or processes.

- 2.9 **Electronic Protected Health Information (ePHI).** Health information as specified in 45 CFR §160.103(1)(i) or (1)(ii), limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 2.10 **HITECH.** The Health Information Technology for Economic and Clinical Health Act (2009)
- 2.11 **Information System.** An interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.
- 2.12 **Integrity.** The property that data or information have not been altered or destroyed in an unauthorized manner.
- 2.13 **Malicious software.** Software, for example, a virus, designed to damage or disrupts a system.
- 2.14 **Part I.** Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010).
- 2.15 **Password.** Confidential authentication information composed of a string of characters.
- 2.16 **Physical Safeguards.** The physical measures, policies, and procedures to protect a covered entity’s electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 2.17 **Privacy Rule.** The Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
- 2.18 **Protected Health Information (PHI).** Health information as defined in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 2.19 **Required By Law.** Has the same meaning as the term “required by law” in 45 CFR § 164.103.
- 2.20 **Secretary.** The Secretary of the Department of Health and Human Services or his or her designee.
- 2.21 **Security incident.** The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- 2.22 **Security or Security measures.** All of the administrative, physical, and technical safeguards in an information system.
- 2.23 **Security Rule.** The Security Standards for the protection of Electronic Protected Health Information at 45 CFR part 164, subpart C, and amendments thereto.
- 2.24 **Technical Safeguards.** The technology and the policy and procedures for its use that protect electronic protected health information and control access to it.
- 2.25 **Unsecured PHI.** Protected health information that is not secured through the use of technology or methodology specified by the Secretary in guidance issued under 42 U.S.C. section 17932(h)(2).
- 2.26 All other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

3.0. **Obligations and Activities of Business Associate.**

- 3.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this agreement or as Required by Law.
- 3.2 Business Associate agrees to:

- (a) Implement policies and procedures to prevent, detect, contain and correct Security violations in accordance with 45 CFR § 164.306;
 - (b) Prevent use or disclosure of the PHI other than as provided for by this Agreement or as required by law;
 - (c) Reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity; and
 - (d) Comply with the Security Rule requirements including the Administrative Safeguards, Physical Safeguards, Technical Safeguards, and policies and procedures and documentation requirements set forth in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.
- 3.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 3.4 Business Associate agrees to promptly report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware. This includes any requests for inspection, copying or amendment of such information and including any security incident involving PHI.
- 3.5 Business Associate agrees to notify Covered Entity without unreasonable delay of any security breach pertaining to:
- (a) Identification of any individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such security breach; and
 - (b) All information required for the *Notice to the Secretary of HHS of Breach of Unsecured Protected Health Information*.
- 3.6 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 3.7 If Business Associate has PHI in a Designated Record Set:
- (a) Business Associate agrees to provide access, at the request of Covered Entity during regular business hours, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR §164.524; and
 - (b) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual within 10 business days of receiving the request.
- 3.8 Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity or to the Secretary upon request of either party for purposes of determining Covered Entity's compliance with the Privacy Rule.
- 3.9 Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- 3.10 Business Associate agrees to provide to Covered Entity or an individual, upon request, information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 and ARRA § 13404.
- 3.11 Business Associate specifically agrees to use security measures that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in electronic or any other form, that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- 3.12 Business Associate agrees to implement security measures to secure passwords used to access ePHI that it accesses, maintains, or transmits as part of this Agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.

3.13 Business Associate agrees to implement security measures to safeguard ePHI that it accesses, maintains, or transmits as part of this agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.

3.14 Business Associate agrees to comply with:

- (a) ARRA § 13404 (Application of Knowledge Elements Associated with Contracts);
- (b) ARRA § 13405 (Restrictions on Certain Disclosures and Sales of Health Information); and
- (c) ARRA § 13406 (Conditions on Certain Contacts as Part of Health Care Operations).

4.0 **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in this Agreement or any related agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in any and all contracts with Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

5.0 Specific Use and Disclosure Provisions.

- 5.1 Except as otherwise limited in this agreement or any related agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 5.2 Except as otherwise limited in this agreement or any related agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 5.3 Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B), only when specifically authorized by Covered Entity.
- 5.4 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

6.0 Obligations of Covered Entity.

- 6.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI, by providing a copy of the most current Notice of Privacy Practices (NPP) to Business Associate. Future Notices and/or modifications to the NPP shall be posted on Covered Entity's website at www.allianceforaging.org.
- 6.2 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

7.0 **Permissible Requests by Covered Entity.** Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

8.0 Effective Date and Termination.

- 8.1 The Parties hereby agree that this agreement amends, restates and replaces any other Business Associate Agreement currently in effect between Covered Entity and Business Associate and that the provisions of this agreement shall be effective as follows:

- (a) These Business Associate Agreement provisions, with the exception of the electronic security provisions and the provisions mandated by ARRA, HITECH and Part I shall be effective upon the later of April 14, 2003, or the effective date of the earliest contract entered into between Business Associate and Covered Entity that involves the use of PHI;
- (b) The electronic security provisions hereof shall be effective the later of April 21, 2005 or the effective date of the earliest contract entered into between Business Associate and Covered Entity that involves the use of PHI; and
- (c) Provisions hereof mandated by ARRA, HITECH and/or Part I shall be effective the later of February 17, 2010 or the effective date of the earliest contract entered into between covered entity and business associate that involves the use of PHI or ePHI.

8.2 **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (b) Immediately terminate this agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

8.3 **Effect of Termination.** Except as provided in subparagraph (b) of this section, upon termination of this agreement, for any reason, Business Associate shall return all PHI and ePHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

- (a) This provision shall apply to PHI and ePHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI and ePHI.
- (b) In the event that Business Associate or Covered Entity determines that returning the PHI or ePHI is infeasible, notification of the conditions that make return of PHI or ePHI infeasible shall be provided to the other party. Business Associate shall extend the protections of this Agreement to such retained PHI and ePHI and limit further uses and disclosures of such retained PHI and ePHI, for a minimum of six years and so long as Business Associate maintains such PHI and ePHI, but no less than six (6) years after the termination of this agreement.

9.0 **Regulatory References.** A reference in this agreement to a section in the Privacy Rule or Security Rule means the section then in effect or as may be amended in the future.

10.0 **Amendment.** The Parties agree to take such action as is necessary to amend this agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

11.0 **Survival.** Any term, condition, covenant or obligation which requires performance by either party hereto subsequent to the termination of this agreement shall remain enforceable against such party subsequent to such termination.

12.0 **Interpretation.** Any ambiguity in this agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and Security Rule.

13.0 **Incorporation by reference.** Any future new requirement(s), changes or deletion(s) enacted in federal law which create new or different obligations with respect to HIPAA privacy and/or security, shall be automatically incorporated by reference to this Business Associate Agreement on the respective effective date(s).

14.0 **Notices.** All notices and communications required, necessary or desired to be given pursuant to this agreement, including a change of address for purposes of such notices and communications, shall be in writing and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To Covered Entity: Alliance for Aging, Inc.
Attention: Max Rothman
760 NW 107 Avenue
Miami, Florida 33172

To Business Associate: City of Miami Springs
201 Westward Dr
Miami Springs, FL 33166

Any such notice shall be deemed delivered upon actual receipt. If any notice cannot be delivered or delivery thereof is refused, delivery will be deemed to have occurred on the date such delivery was attempted.

- 15.0 **Governing Law.** The laws of the State of Florida, without giving effect to principles of conflict of laws, govern all matters arising under this agreement.
- 16.0 **Severability.** If any provision in this agreement is unenforceable to any extent, the remainder of this agreement, or application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.
- 17.0 **Successors.** Any successor to Business Associate (whether by direct or indirect or by purchase, merger, consolidation, or otherwise) is required to assume Business Associate's obligations under this agreement and agree to perform them in the same manner and to the same extent that Business Associate would have been required to if that succession had not taken place. This assumption by the successor of the Business Associate's obligations shall be by written agreement satisfactory to Covered Entity.
- 18.0 **Entire Agreement.** This agreement constitutes the entire agreement of the parties relating to the subject matter of this agreement and supersedes all other oral or written agreements or policies relating thereto, except that this agreement does not limit the amendment of this agreement in accordance with section 10.0 of this agreement.

Covered Entity: Alliance for Aging, Inc.

By:  Jul 12, 2023 08:30 EDT
(signature)

Date: Jul 12, 2023

Business Associate: City of Miami Springs

By: _____
(signature)

Date: Jul 11, 2023







2023-2024 LSP Contract City of Miami Springs KL 2305 - Provider signed

Final Audit Report

2023-07-12

Created:	2023-07-12
By:	Stan Mcneese (mcneeses@allianceforaging.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfKAVEbrZ8p1OFvP9ZCoLI5nyj-Hk3d36

"2023-2024 LSP Contract City of Miami Springs KL 2305 - Provider signed" History

-  Document created by Stan Mcneese (mcneeses@allianceforaging.org)
2023-07-12 - 12:20:23 PM GMT- IP address: 52.201.156.234
-  Document emailed to rothmanm@allianceforaging.org for signature
2023-07-12 - 12:22:12 PM GMT
-  Email viewed by rothmanm@allianceforaging.org
2023-07-12 - 12:28:44 PM GMT- IP address: 172.226.170.0
-  Signer rothmanm@allianceforaging.org entered name at signing as Max B. Rothman
2023-07-12 - 12:30:12 PM GMT- IP address: 73.245.17.80
-  Document e-signed by Max B. Rothman (rothmanm@allianceforaging.org)
Signature Date: 2023-07-12 - 12:30:14 PM GMT - Time Source: server- IP address: 73.245.17.80
-  Agreement completed.
2023-07-12 - 12:30:14 PM GMT



AGENDA MEMORANDUM

Meeting Date: 8/14/2023

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

Via: Tammy Romero, Interim City Manager

From: Lazaro Garaboa, Public Works Director

Subject: (2) Side Loader Single Axle Garbage Trucks – Sanitation

RECOMMENDATION: Recommendation by Public Works that Council approve an increase of \$116,765.86 to purchase order # 230717 to Next Tran Truck Center D/B/A Nextran Truck Center for the purchase of two (2) 2023 side loader single axle garbage trucks in an amount not to exceed \$647,442.00.

DISCUSSION: The new trucks will replace the current garbage trucks that are over 13 years old, (2006 and 2010 models) that have exceeded their age in terms of reliability, repair limits and usage for the Sanitation divisions day-to-day collection of garbage for the residents of Miami Springs. The life expectancy is typically 5-15 years however, wear and tear and maintenance of the vehicles play major roles in their overall usage. These trucks run long hours every week and take significant wear and tear running through uneven terrain in the alleyways.

Funds for these two trucks were secured by the BCI Capital, Inc. (a subsidiary of City National Bank of Florida, the lender) Revenue Note approved by Council on October 25th, 2021 via Resolution 2021-3952 at the cost of \$557,500.00. A Letter of Intent was provided to Nextran Truck Center on November 9, 2021 to secure two production slots. On July 18, 2023, Nextran Truck Center advised that production of the previously approved models is scheduled for first and second quarter of 2024. Due to an increase in materials the new purchase price per unit is \$323,720.93. Purchase order #230717 was issued to secure the first quarter production slot. An increase to the purchase order is required to secure the second quarter production slot. The difference of \$116,765.86 will be from the Sanitation Fund balance.

<p><u>Submission Date and Time:</u> 8/11/2023 12:15 PM</p> <p><u>Submitted by:</u></p> <p>Department: Public Works</p> <p>Prepared by: Lizette Fuentes</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><u>Funding:</u></p> <p>Dept./ Desc.: Sanitation Equipment</p> <p>Account No.: 430-3401-534-6400</p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ 530,676.00</p> <p>Current request: \$ 116,766.00</p> <p>Total vendor amount: \$ 647,442.00</p>
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RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN INCREASE OF \$116,765.86 FOR THE PURCHASE OF TWO SANITATION TRUCKS FROM NEXTRAN CORPORATION D/B/A NEXTRAN TRUCK CENTER; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 8, 2021, the City of Miami Springs (the “City”) Council adopted Resolution No. 2021-3957, approving the purchase of two side loader single axel sanitation trucks and related accessory equipment (the “Trucks and Accessory Equipment”) from Nextran Corporation d/b/a Nextran Truck Center (the “Vendor”) utilizing the terms and conditions of the Florida Sheriffs Association’s Contract No. FSA20-VEH28.0; and

WHEREAS, the purchase of the Trucks and Accessory Equipment are necessary to replace sanitation vehicles that reached the end of their useful lifecycle and to facilitate the provision of the City Public Works Department’s day-to-day operations; and

WHEREAS, the Vendor has informed the City that production of the previously approved Trucks and Accessory Equipment is scheduled for the first and second quarters of 2024, but due to increases in material production costs, the price per vehicle has increased by \$58,382.93; and

WHEREAS, the Vendor has provided the City with a revised quote (the “Quote”), attached hereto as Exhibit “A,” that reflects the increase in price of \$116,785.86 for the purchase of the Trucks and Accessory Equipment; and

WHEREAS, the City Council desires to approve the increase of \$116,785.86 for the purchase of the Trucks and Accessory Equipment from the Vendor, for a total amount not to exceed \$647,441.86 consistent with 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 increase of \$116,785.86 for the purchase of the Trucks and Accessory Equipment from the Vendor, for a total amount not to exceed \$647,441.86 consistent with the Quote attached hereto as Exhibit "A."

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.

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 14th day of August, 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



Buyer's Order

Nextran Truck Centers - Miami

6801 NW 74th Avenue

Miami, FL 33166

(305) 883-8506 or (800) 964-6225 Fax (305) 883-9808

Salesperson: Gilberto Beato

PO Number: -

Date: 7/18/2023

CUSTOMER INFORMATION

Name: **CITY OF MIAMI SPRINGS**

Address: 201 WESTWARD DRIVE

City: MIAMI SPRINGS

State: FL

Zip Code: 33166

Phone: 305 805 5045

County: MIAMI DADE

TRUCK INFORMATION

Quantity	Year	Make	Model	VIN #
2	2023	Mack	LR 42R	special order
2nd VIN	-	-	-	3rd VIN -
New	**See Addendum for Additional VIN #			

Body Details

Year	Make	Model	SERIAL #
2024	AMREP Side lo:	AMHASLTPG16	-
-	-	-	-
-	-	-	-
2nd Serial #	-	3rd Serial #	-

TRADE INFORMATION

Year	Make	Model	Body	VIN #	Trade-In Value	Payoff
-	-	-	-	-	\$ -	\$ -
-	-	-	-	-	\$ -	\$ -
-	-	-	-	-	\$ -	\$ -
-	-	-	-	-	\$ -	\$ -
-	-	-	-	-	\$ -	\$ -
					\$ -	\$ -

****See Addendum for Additional Trade Ins**

PER TRUCK PRICING

	Per Truck
Total Selling Price	\$ 323,720.93
Federal Excise Tax	\$ -
Total with FET	\$ 323,720.93
Extended Warranty	\$ -
APU	\$ -
Premium Maintenance Plan	\$ -
Subtotal	\$ 323,720.93
Less Trade-In Value	\$ -
Net Trade Difference	\$ 323,720.93
Disposal/Temp Tags	\$ -
Tag and Title	\$ -
Miscellaneous	\$ -
State Sales Tax on Fees	0
County Surtax	\$ -
State Sales Tax	\$ -
Out of State Sales Tax	\$ -
Misc. Tax	\$ -
Payoff on Trade-In(s)	\$ -
Down Payment	\$ -
Total Price per Truck	\$ 323,720.93

ADDITIONAL ITEMS

Tire Credit:	\$ 223.32	FET Tax	Tax Exempt
GVW/GCW:	0	Sales Tax	Tax Exempt

LOCALS AND COMMENTS

PRICE INCLUDES:	
AMREP HX450ASL 14-38 YARD SIDE LOADER	
(SPECS INCLUDED)	
-	-
Due to the unprecedented challenges with the global supply chain, materials, semiconductors, inflation, shipping and transport all quoted prices are subject to price increases/surcharges/ additional fees.	
Total Price all Trucks	\$ 647,441.86
Customer request a term contract for _____ months. (Subject to approval by finance company.)	

I have read and understand the above. It is intended by my signature hereon that this be a binding, enforceable sales agreement. I further understand that the terms and conditions that follow are a true and integral part of this agreement.

Purchaser's Signature

Date

Accepted by Nextran Truck Centers

Date

This agreement shall not be binding on Nextran Truck Centers until accepted by the General Manager.

TERMS AND CONDITIONS

1. Acceptance. The purchaser identified on the first page hereof ("**Purchaser**") and Nextran Corporation, a Florida corporation d/b/a Nextran Truck Centers ("**Dealer**") hereby agree that these Terms and Conditions are incorporated into, and constitute an integral part of, the Sales Agreement governing Purchaser's purchase of motor vehicles from Dealer as more particularly described on the first page hereof.
2. Purchaser's Payment of Charges. Purchaser shall pay all charges arising out of or associated with this Agreement, whether correctly stated on page one of this Sales Agreement or otherwise, including without limitation all tag, license, tire, battery and lien fees, and all federal, state and local taxes. Purchaser shall pay all amounts required to pay off and satisfy in full all liens on Purchaser's trade-in vehicle(s), as may be required by any such lien holder, regardless of whether the lien holder has quoted the wrong amount, the payoff amount has changed since the date of any such quote, or Purchaser has failed to disclose all lien holders on such vehicle(s). If Purchaser chooses to pay any portion of the purchase price by using a bank or credit card, Purchaser shall pay all charges associated with the use of such card imposed on Dealer and shall promptly reimburse Dealer upon demand for any such costs arising after the consummation of any sale.
3. Deposit. Upon the execution of this Sales Agreement, Purchaser shall pay to Dealer a non-refundable deposit in the amount set forth on the first page of this Sales Agreement. If Dealer fails to deliver the motor vehicle(s) as contemplated herein, Purchaser's sole remedy against Dealer shall be a return of the deposit as liquidated damages in full settlement of any and all claims relating to this Sales Agreement, and Purchaser hereby waives any claims to the contrary. If Purchaser fails to pay the balance of the Selling Price, fails to take delivery of the motor vehicle for any reason or otherwise breaches its obligations under this Sales Agreement, Dealer shall be entitled to retain the entire deposit as liquidated damages in full settlement of any and all related claims. Purchaser and Dealer acknowledge that their actual damages arising out of any breach of this Sales Agreement would be difficult or impossible to calculate with specificity and that the foregoing treatment of the deposit constitutes mutually bargained liquidated damages and not a penalty.
4. Commercially Reasonable Efforts. Dealer shall use all commercially reasonable efforts to make prompt delivery of the motor vehicle(s) contemplated hereby. However, Purchaser acknowledges and agrees that time is not of the essence with respect to the transactions contemplated in this Sales Agreement.
5. Warranties. ~~DEALER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THE MANUFACTURER'S WARRANTY ON NEW MOTOR VEHICLES. ALL USED MOTOR VEHICLES ARE SOLD BY PURCHASER "AS IS, WITHOUT WARRANTY," EITHER EXPRESS OR IMPLIED. DEALER SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE MOTOR VEHICLE(S) SOLD UNDER THIS SALES AGREEMENT, ALL OF WHICH PURCHASER HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW.~~ Purchaser acknowledges that no person is authorized to make any representations or warranties to the contrary, whether oral or written. _____ (*Initials of Purchaser*)
6. Limitation of Liability; Waiver of Claims. ~~Purchaser shall have the right to fully inspect the motor vehicles sold under this Sales Agreement at the time of delivery. Dealer shall not be liable for, and Purchaser's acceptance of such motor vehicle constitutes Purchaser's waiver of, any and all claims, causes of action, losses and damages arising out of Dealer's sale of the motor vehicle to Purchaser, including without limitation any and all actual, incidental or consequential damages arising out of: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications; e) modifications to the motor vehicle performed by others; and f) defects in design, materials or workmanship, in each case with respect to the motor vehicles purchased by Purchaser pursuant to this Sales Agreement.~~
~~Purchaser shall indemnify, defend and hold Dealer and its affiliated companies and their officers, agents, and employees harmless from and against all loss, liability and expense, including reasonable attorneys' fees, by reason of bodily injury including death, and property damage, sustained by any persons including but not limited to the officers, agents and employees of Purchaser, as a result of the maintenance, use, operation, servicing, transportation, defect in or failure of such motor vehicles, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of Dealer, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence. Purchaser acknowledges that this waiver constitutes a material inducement for Dealer to consummate the transactions contemplated in this Sales Agreement and is subject to no exceptions.~~
7. Modifications by Others. Purchaser acknowledges that any requested modifications to the motor vehicles subject to this Sales Agreement to be performed by others are Purchaser's sole responsibility, and Purchaser shall pay Dealer for the cost of such modifications, regardless of whether Purchaser takes delivery of the vehicle. Dealer is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.
8. Trade-in Allowance. The trade-in allowance set forth on page one of this Sales Agreement is based upon an appraisal by Dealer of the trade-in described herein in its present mechanical condition and with the equipment and attachments described on Dealer's appraisal sheet. Such trade-in shall be subject to reappraisal at the time of delivery of the motor vehicle to be sold hereunder. Purchaser shall be liable for any differences in the trade-in allowance due to changes in mechanical condition, equipment or attachments.
9. Entire Agreement. This Sales Agreement constitutes the complete and exclusive statement of the terms of the agreement between Purchaser and Dealer concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties, whether written or oral. No modification, course of conduct, amendment, supplement to or waiver of this Sales Agreement shall be binding unless made in writing and signed by both Purchaser and Dealer.
10. Assignment. This Sales Agreement may not be assigned by Purchaser without Dealer's prior written consent, and any attempted assignment by Purchaser shall be null and void. Subject to the foregoing, this Sales Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, permitted assigns and legal representatives. There are no third party beneficiaries of this Sales Agreement.
11. Governing Law; Consent to Jurisdiction; Waiver of Right to Trial by Jury. This Sales Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, without giving effect to the conflict of laws principles thereof. Venue for any litigation, legal action or other proceedings arising out of or relating to this Sales Agreement shall lie solely in the courts of the State of Florida located in Dade County, Florida. Purchaser and Dealer (a) agree that such courts shall have exclusive jurisdiction over any matters arising out of or related to this Sales Agreement and (b) hereby waive any and all claims to the effect that any of such courts constitutes an inconvenient forum. The parties hereby irrevocably and unconditionally waive any right they may have to a trial by jury in any suit, action, proceeding, or counterclaim arising out of or relating to this SALES Agreement.
12. Miscellaneous. Risk of loss shall pass to the Purchaser upon delivery of the motor vehicle sold under this Sales Agreement. A facsimile of this Sales Agreement shall have the same legal effect as an original hereof. In the event of any litigation arising out of this Sales Agreement, the non-prevailing party shall reimburse the prevailing party for the reasonable attorneys' fees and other expenses incurred by the prevailing party in connection therewith.

By: _____
(Purchaser Signature)



AGENDA MEMORANDUM

Meeting Date: August 14, 2023

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

Via: Tammy Romero, Interim City Manager

From: Armando Guzman, Chief of Police

Subject: K9 & Patrol Vehicles Purchase

Recommendation: Recommendation by the Police Department that Council authorize the issuance of a Purchase Order to Garber Fleet Sales, utilizing Florida Sheriffs Association Contract FSA22-VEL 30.0 with a contract term expiration date of September 30, 2023, in the amount of \$129,066.00 for three (3) 2023 Dodge Durango Pursuits AWD V8, priced at \$43,022.00 each, as these funds are available in the FY22/23 Budget, pursuant to Section §31-11 (E)(5) of the City Code.

Discussion/Analysis: Earlier this Fiscal year, City Council authorized the Police Department to purchase three (3) 2023 Ford Police Interceptors AWD Utility for the Police Department fleet from Duval Fleet Sales, in the amount of \$172,693.57, utilizing Florida Sheriffs Association Contract FSA-VEL 28.0 with a contract term expiration date of September 30th, 2022. Two separate purchases orders were opened to reserve the three vehicles; one purchase order was for one (1) patrol vehicle and the other purchase order was for two (2) K9 Vehicles. After constant inquiry about updates pertaining to said vehicles, Duval Fleet Sales could not provide a delivery date, let alone even be able to provide a production date for these vehicles to date. Due to operational necessity and time constraints, the Police Department wishes to open a purchase order with Garber Fleet sales for the three Dodge Durango Pursuits in lieu of the two open purchase orders with Duval Fleet Sales. Canceling the orders with Duval Fleet Sales, will allow the police department to get three vehicles in a timely manner as they are on the lot in central Florida and will create a savings of \$43,627.57, some of which will be allocated towards outfitting the three Durango Pursuits, one designated for Patrol use and two designated for K9 Officer use, with necessary Police Safety equipment (sirens, lights, cages, etc.). See attached documentation: Garber Fleet Sales' Quote Sheet and Florida Sheriffs Association Contract FSA22-VEL30.0 Pursuit, Administrative, & Other Vehicles Contract.

Submission Date and Time: 8/11/2023 8:31 AM

<p><u>Submitted by:</u></p> <p>Department: <u>Police Department</u></p> <p>Prepared by: <u>Ariadna Quintana</u></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><u>Funding:</u></p> <p>Dept./ Desc.: <u>Police Vehicles</u></p> <p>Account No.: <u>001-2001-521.65-00</u></p> <p>Additional Funding: <u>N/A</u></p> <p style="text-align: right;">PO#s 230039 & 230043</p> <p>Amount previously approved: \$ <u>172,693.57</u></p> <p>Current request: \$ <u>129,066.00</u></p> <p>Total vendor amount: \$ <u>129,066.00</u></p>
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RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, RESCINDING AND REPEALING RESOLUTION NO. 2022-4034 THAT APPROVED THE PURCHASE OF THREE 2022 FORD POLICE INTERCEPTOR AWD UTILITY VEHICLES FROM DUVAL FORD, LLC; APPROVING THE PURCHASE OF THREE DODGE DURANGO PURSUIT AWD V8 VEHICLES FROM GARBER CHRYSLER-DODGE TRUCK, INC. IN AN AMOUNT NOT TO EXCEED \$129,066.00 UTILIZING THE TERMS AND CONDITIONS OF THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA22-VEL 30.0 PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; DECLARING CERTAIN VEHICLES AS SURPLUS PROPERTY; AUTHORIZING THE SALE OR DISPOSITION OF SURPLUS PROPERTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 26, 2022, the City of Miami Springs (the “City”) adopted Resolution No. 2022-4034, approving the purchase of three 2022 Ford Police Interceptor AWD Utility vehicles and related accessory equipment (including K9 equipment for two vehicles) from Duval Ford, LLC in an amount not to exceed \$172,693.57 (the “Former Purchase”); and

WHEREAS, the Former Purchase has not been fulfilled after nearly one year due to significant manufacturing delays; and

WHEREAS, due to operational necessity and time constraints, the City Police Department can no longer wait for the fulfillment of the Former Purchase; and

WHEREAS, the City desires to cancel the Former Purchase and purchase three (3) 2023 Dodge Durango Pursuits AWD V8 Vehicles (the “Vehicles”) to replace existing vehicles that have reached the end of their useful lifecycle and to facilitate the provision of the Police Department’s day-to-day operations; and

WHEREAS, the type of purchase contemplated by the City has been competitively bid by the Florida Sheriffs Association, which has entered into Contract No. FSA22-VEL 30.0 (the “FSA Contract”) with Garber Chrysler-Dodge Truck, Inc. (the “Vendor”), which

local governments statewide may utilize for their own benefit; and

WHEREAS, in accordance with Section 31-11(E)(5) of the City's Code of Ordinances, the City Council seeks to approve the purchase of the Vehicles from the Vendor in an amount not to exceed \$129,066.00 consistent with the FSA Contract and the Vendor's quote, attached hereto as Exhibit "A" (the "Quote"), as the pricing offered pursuant to the FSA Contract is in the City's best interest; and

WHEREAS, the City Council declares the vehicles listed on Exhibit "B" attached hereto (the "Surplus Vehicles") as surplus property as the Surplus Vehicles have become obsolete, have outlived their usefulness, have become inadequate for the public purposes for which they were intended, or are no longer needed for public purposes in light of the purchases authorized by this Resolution, and authorizes the City Manager to sell or otherwise dispose of the Surplus Vehicles; and

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

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

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

Section 2. Rescinding Resolution No. 2022-4034. That Resolution No. 2022-4034 is hereby rescinded and repealed in its entirety.

Section 3. Approval. That pursuant to Section 31-11(E)(5) of the City Code, the City Council hereby approves of the purchase of the Vehicles from the Vendor and the expenditure of budgeted funds in an amount not to exceed \$129,066.00, consistent with the FSA Contract and the Vendor's Quote attached hereto as Exhibit "A".

Section 4. Declaration of Surplus Property. That the Surplus Vehicles have become obsolete, have outlived their usefulness, have become inadequate for the public purposes for which they were intended, or are no longer needed for public purposes. Accordingly, the City Council declares the Surplus Vehicles listed on Exhibit "B" attached hereto to be surplus personal property of the City.

Section 5. Authorizing Sale or Disposition of Surplus Property. That the City Manager is hereby authorized to sell or dispose of the Surplus Vehicles by public

auction or other procedure determined by the City Manager to be in the best interests of the City. Any surplus property items acquired by the City pursuant to governmental grant programs shall only be disposed of in accordance with procedures and criteria applicable to such grant programs.

Section 6. 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 7. 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 14th day of August, 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




Miami Springs Police Department

Specification #	224
Unit Description	WDEE75

Prepared for: Prepared by:

8/1/2023
 Miami Springs Police Department
 Attn: Albert Sandoval
asandoval@mspd.us
 305-332-1087

Garber Chrysler Dodge Truck
 Ryan Davis
 (904) 264-2442 ext.2350 FAX: (904) 284-0054
 3408 Hwy 17 Green Cove Springs, FL 32043
rdavis@garberautomall.com



Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org)
 Purchasing contract number is FSA22-VEL30.0 Pursuit, Administrative & Other Vehicles, expiring September 30th, 2023. If you have any questions regarding this quote please call!

		Base Price - South Zone	
WDEE75		2023 Dodge Durango Pursuit AWD V8	
		\$41,978.00	
Codes	Optional Equipment	Unit Price	Net Price
22Z	Quick Order Package 22Z	Included	\$0.00
EZH	Engine: 5.7L V8 HEMI MDS VVT	Included	\$0.00
DFD	Transmission: 8-Speed Automatic (8HP70)	Included	\$0.00
PXJ/PW7	(1) x White Knuckle Clearcoat; (2) x DB Black Clearcoat	Included	\$0.00
CSX9	Black, Cloth Bucket Seats w/Shift Insert -inc: cloth rear seat	Included	\$0.00
WP1	Wheels: 18" x 8.0" Painted Aluminum	389	\$389.00
CUF	Full Length Floor Console -inc: 115V Auxiliary Power Outlet, Illuminated Cupholders	329	\$329.00
MT8	Delete Liftgate Badge	N/C	\$0.00
STD	Radio: Uconnect 4 w/8.4" Display	Included	\$0.00
STD	Full Vinyl/Rubber Floor Covering	Included	\$0.00
4K	(4) Total Keys and Fobs Standard	Included	\$0.00
TINT	Tint All Windows to Legal Level with Windshield Strip	320	\$320.00
TTAG	Temporary Tag	6	\$6.00
DEL	Delivery	Included	\$0.00
TOTAL PURCHASE AMOUNT PER VEHICLE			\$ 43,022.00
TOTAL PURCHASE AMOUNT X3 VEHICLES			\$ 129,066.00

EXHIBIT "B"
SURPLUS VEHICLES

#648- 2010 Ford Explorer (CPO Vehicle)

1FMEU6DE8AUA36639

#629- 2009 Crown Victoria (K-9)

2FAHP71V29X121926

#685- 2015 Ford Explorer (K-9)

1FM5K8AR7FGC08478

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPOINTING JUAN CARLOS “J.C.” JIMENEZ AS CITY MANAGER; AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT ON BEHALF OF THE CITY RELATED TO THE CITY MANAGER; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 14, 2023, City Manager William Alonso announced his retirement and resignation from the position of City Manager effective May 31, 2023; and

WHEREAS, on February 27, 2023, the City Council expressed its interest in utilizing the services of an executive search firm to assist the City in selecting a new City Manager and subsequently selected and entered into an agreement with Mercer Group Florida, LLC to perform the executive search services; and

WHEREAS, the City received numerous resumes from qualified individuals for the City Manager position; and

WHEREAS, the City Council conducted public interviews of candidates for the position of City Manager at its Regular City Council Meeting on June 29, 2023; and

WHEREAS, on July 20, 2023, the City Council adopted Resolution No. 2023-4106, authorizing the Mayor, with the assistance of the City Attorney, to negotiate an employment agreement on behalf of the City with Juan “J.C.” Carlos Jimenez (“J.C. Jimenez”) as the top-ranked candidate for City Manager; and

WHEREAS, after review and consideration, the City Council wishes to appoint J.C. Jimenez to serve as City Manager and authorizes the Mayor to execute the Employment Agreement, in substantially the form attached hereto as Exhibit “A,” on behalf of the City (the “Agreement”); and

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

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

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

Section 2. Appointment of City Manager. That the City Council hereby appoints J.C. Jimenez as City Manager effective September 5, 2023, in accordance with the City Charter, the terms of this Resolution, and the Agreement.

Section 3. Authorization. That the City Council hereby authorizes the Mayor to execute, on behalf of the City, the Agreement with J.C. Jimenez in substantially the form attached hereto as Exhibit "A," subject to the approval of the City Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the City Mayor, the City Clerk, and the City Attorney are authorized to take all actions necessary to implement the purpose and intent of this Resolution.

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 14th day of August, 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

EXHIBIT A
EMPLOYMENT AGREEMENT WITH CITY MANAGER

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into as of the ___ day of August, 2023 (the "Effective Date") by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation located in Miami-Dade County (the "City"), and **JUAN CARLOS JIMENEZ** ("Mr. Jimenez" or the "City Manager"). The City and the City Manager may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, on July 20, 2023, the City Council selected Mr. Jimenez as the top-ranked candidate for City Manager, which final appointment is subject to negotiation and approval of terms of an Employment Agreement between the Parties; and

WHEREAS, the Parties desire to enter into this Agreement setting forth the terms and conditions of Mr. Jimenez's employment as City Manager.

NOW THEREFORE, in consideration of foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual promises set forth in this Agreement, and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the City and City Manager agree as follows:

Section 1. Duties

A. The City Manager shall perform the functions and duties of his position as specified in the City Charter and Code of Ordinances, and shall perform such other legally permissible and proper duties and functions as the City Council shall assign from time to time.

B. The City Manager shall discharge his duties in accordance with this Agreement, the City Charter and Code of Ordinances, and any applicable City employment policies, as may be established and amended from time to time by the City Manager and/or Council, and in a professional and respectable fashion as required of City Managers generally and as required by the standards of the Code of Ethics of the International City/County Management Association.

C. The City Manager acknowledges that the duties of the City Manager will be variable, including work after the City's regular business hours, and on nights, weekends and holidays. The City Manager agrees to devote his best efforts and the time and energy necessary to perform fully the duties of City Manager as required under this Agreement and the City Charter. The City Manager further agrees to be exclusively employed by the City during the term of this Agreement.

D. The City Manager acknowledges that on-site and in-person work during the City's regular business hours is essential to the duties of the City Manager position in order to meet the needs of the City Council and residents. The City Manager further agrees that on-site and in-person work during regular business hours shall be his primary mode of working. The City

Manager shall not work remotely during regular business hours unless authorized by the City Mayor.

E. In the event of the temporary absence of the City Manager, the Assistant City Manager shall assume the duties, powers, and responsibilities of the City Manager, pursuant to the provisions of Section 4.06 of the City Charter. In the absence of the City Manager and Assistant City Manager, the City Council may by resolution appoint a person to act in the capacity of Assistant City Manager in accordance with the procedures of Section 30-06 of the City Code of Ordinances. Notwithstanding the foregoing, in the event the City Manager becomes absent without City Council consent, or incapacitated, or shall, for any other reason not perform the duties of his office, the Council may declare the office of the City Manager vacant by a 3/5 vote of the Council and appoint a qualified person to assume the duties of City Manager, pursuant to Section 4.06 of the City Charter.

Section 2. Term of Agreement

A. This Agreement shall commence on the Effective Date and shall remain in effect until terminated by the City or the City Manager as provided herein. City Manager acknowledges that employment with the City is on an at-will basis and that City Manager shall serve at the pleasure of the City Council. Nothing in this Agreement shall prevent, limit, and/or otherwise interfere with the right of the City Council to terminate City Manager at any time, subject to the City Charter.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from the position of City Manager, subject only to the provisions set forth in Section 5 of this Agreement.

Section 3. Salary

A. The City agrees to pay the City Manager as compensation for his services under this Agreement an initial annual salary of \$180,000.00, payable in biweekly installments at the same time as when other City employees are paid. This salary is subject to all legally required deductions. Beginning October 1, 2024, and each fiscal year thereafter that the City Manager is employed by the City, the City Manager shall receive cost of living adjustments in the same amount as other management employees of the City should the City authorize cost of living adjustments for all other City employees.

B. As part of the annual review process of the City budget, the City shall review the City Manager's salary and may increase same in such amount and to such an extent as the City Council may determine desirable on the basis of the performance of the City Manager, in the City Council's sole and absolute discretion. Nothing herein shall require the City to increase the compensation and/or other benefits of the City Manager.

Section 4. Termination by the City

A. In the event the City Council wishes to terminate the City Manager, it may do so at any time by a 3/5 vote of the City Council, in accordance with Section 4.02 of the City Charter.

B. Pursuant to Section 4.02(b) of the City Charter, the City Council shall at the first regular meeting in October of each year, cause a vote of confidence to be taken as to the continued services of the City Manager. In the event the City Council casts a vote of no confidence as to the City Manager's continued services as prescribed by Section 4.02(b) of the City Charter, the City Council may elect to conduct a performance evaluation of the City Manager, or the City Council may take a vote to terminate the City Manager.

C. In the event the City Council wishes to terminate the City Manager without cause on or before September 5, 2024, the City Manager shall receive a lump sum severance pay equal to 4 weeks of his regular base salary at the time of termination. In the event the City Council wishes to terminate the City Manager without cause on or before September 5, 2025, the City Manager shall receive a lump sum severance pay equal to 6 weeks of his regular base salary at the time of termination. In the event the City Council wishes to terminate the City Manager without cause on or before September 5, 2026, the City Manager shall receive a lump sum severance pay equal to 7 weeks of his regular base salary at the time of termination. In the event the City Council wishes to terminate the City Manager without cause on or after September 5, 2027, the City Manager shall receive a lump sum severance pay equal to 12 weeks of his regular base salary at the time of termination, the City shall also continue to pay the premium for the City Manager's health insurance for the period of time for which he receives severance after the effective date of his termination. The City shall not provide the City Manager with his automobile allowance, cellular telephone allowance, or any other benefit or reimbursement (except that specifically set forth in this paragraph) beyond the date of his termination. All severance payments (excluding the continuation of his health insurance benefits) shall be paid to the City Manager within thirty (30) days of the City Manager's termination, provided the City Manager first executes a release and waiver of claims releasing the City from any liability in connection with his employment with the City.

D. Notwithstanding the provisions of Section 4.B above, in the event City Manager is terminated for misconduct as defined in Section 443.036(29), Florida Statutes, the City shall have no obligation to pay the City Manager any severance pay. Misconduct includes, but is not limited to: (i) breach of any material term or condition of this Agreement; (ii) conviction of a felony; (iii) gross insubordination; (iv) willful neglect of duty; or (v) adjudicated violation of the Florida Code of Ethics for Public Officers and Employees, the Miami-Dade Conflict of Interest and Code of Ethics, the City Charter, or the City's Conflict of Interest Ordinance.

Section 5. Termination by the City Manager

A. In the event that the City Manager voluntarily resigns or retires during the Term of this Agreement, the City Manager shall provide the City with 60 days' advance written notice, unless the parties agree in writing to a different period of time. In the event of resignation by the City Manager under this Section, the City Manager shall not be entitled to receive severance

package, but the City shall pay the City Manager for his accrued unused vacation and sick leave (if applicable) calculated at the City Manager's rate of pay in effect upon the date of resignation in accordance with City policy for non-union civilian employees.

B. In the event that the City Manager voluntarily resigns with less than 60 days' advance written notice, the City Council may elect to terminate the City Manager immediately or allow the City Manager to continue to serve until the date specified in the City Manager's resignation. In the event of a resignation or termination under this paragraph, notwithstanding any other provisions of this Section, the City Manager shall not be entitled to receive either severance payment or vacation or sick leave unless the City Council authorizes a payment for accrued unused leave.

C. If the City Manager is unable to perform his duties as specified in Section 1 of this Agreement for a period of 30 consecutive days or 60 non-consecutive days during any one-year period for any reason other than an approved Family Medical Leave Act ("FMLA") absence, the City Council may terminate this Agreement. If the City Manager takes FMLA-approved leave and exhausts his statutorily-protected, FMLA-approved leave in any one-year period, the City Council may terminate this Agreement. In the event of the City Manager's death, this Agreement shall be terminated. If this Agreement is terminated under this Section, the City Manager shall not be entitled to severance pay.

D. Unless otherwise specified in this Agreement, or required by law, upon termination of this Agreement, the City Manager or his beneficiary shall be entitled to receive payment of any accrued or unused sick or vacation leave in accordance with the terms of this Agreement, as may be amended from time to time.

Section 6. Automobile Allowance and Communications Equipment

A. The City will provide the City Manager with an automobile allowance of \$450.00 per month. The City also agrees to reimburse City Manager for mileage for travel outside of Miami-Dade or Broward Counties associated with business of the City at the same rate as other City employees are reimbursed.

B. The City shall provide the City Manager with a cell phone so that the City Manager can be reached at all times for work-related issues and while away from City grounds. The City Manager is expected to be reachable by the City Council and City employees as necessary and appropriate for the thorough and efficient operation of the City.

Section 7. Dues and Subscriptions

A. The City agrees to pay City Manager's professional dues for membership in the International City/County Management Association and the Florida City/County Management Association. If the City Manager is not a member of the International City/County Management Association, he shall become a member within ninety (90) days of execution of this Agreement. The City shall pay other dues and subscriptions on behalf of City Manager as are approved in the City's annual budget (on a line item basis) or as authorized separately by the City Council.

B. Upon submission of receipts by the City Manager to the City, the City agrees to reimburse the City Manager in an amount not to exceed \$1,500.00 for the costs of travel and attendance incurred by the City Manager in connection with the International City/County Management Association Annual Conference occurring from September 30, 2023 through October 4, 2023.

Section 8. Professional Development

The City agrees to budget and pay for the City Manager's travel and attendance related to professional conferences and official travel, meetings, and participation in national, state, and local associations and organizations necessary and desirable for the good of the City, and for professional participation and continued growth and advancement, subject to prior City Council approval.

Section 9. Community Involvement

The City acknowledges and encourages the City Manager's current participation in community and civic organizations. The City agrees that the City Manager may continue participation in such organizations during the term of this Agreement, provided that such participation shall be conducted at City Manager's personal expense. The City acknowledges that the City Manager's participation in these organizations include, but is not limited to, participation (in person, or via the telephone or internet) in meetings, conferences, seminars, or other activities sponsored by the organizations. If the City Manager will be away from work for one full day as a result of the City Manager's participation in any community or other civic activity, the City Manager is required to provide advance notice to the Mayor and Council of the City. If the City Manager will be away from work for more than one full day as a result of the City Manager's participation in any community or other civic activity, the City Manager is required to provide advance notice to and receive prior approval from the City Council.

Section 10. Vacation, Holidays and Sick Leave

A. Commencing on the Effective Date of this Agreement, the City Manager shall earn vacation leave at a rate of five (5) days per four (4) months of service, or fifteen (15) days per year. Notwithstanding the foregoing, the City Manager shall be permitted to advance and utilize up to five (5) vacation days during the period from November 5, 2023 through January 5, 2024.

B. In accordance with City Code of Ordinances Sec. 34-16(A)(5), the City Manager may only accrue up to a maximum of 272 hours of vacation leave, and when the City Manager has accrued 272 hours of vacation leave, the City Manager shall stop accruing vacation leave until the City Manager's vacation leave balance is reduced below 272 hours.

C. The City Manager shall accrue Medical leave in accordance with City Code of Ordinances Sec. 34-16(C) titled "Medical Leave."

D. Upon separation of employment, the City Manager will be eligible for payout for his accrued unused leave in accordance with applicable City policy, as modified only by Sections 4 and 5 of this Agreement.

E. The City Manager shall be entitled to paid holidays off in accordance with City Code of Ordinances Sec. 34-15 titled "Holiday and compensatory leave."

Section 11. Health and Life Insurance

A. The City Manager shall be entitled to City-sponsored health insurance on the same terms and at the same cost as provided to other full-time, permanent civilian employees of the City.

B. The City shall provide the City Manager with life insurance coverage to the same extent as such coverages are provided to other full-time, permanent civilian employees of the City (as provided under, and subject to terms and conditions of, the City's applicable group insurance plans).

Section 12. Retirement

The City Manager shall have the option of either: (1) membership in the City Employees Retirement System under the same terms and conditions as other full-time, permanent civilian employees; or (2) the City shall contribute 14.8970% of the City Manager's base salary into a 401(a) retirement plan during his term of employment as City Manager. The City Manager shall elect a retirement plan under this Section within seven (7) days of the Effective Date of this Agreement. The City Manager further understands and agrees that the retirement plan election is irrevocable.

Section 13. Indemnification

To the extent permitted by law and as limited by Section 768.28, Florida Statutes for tort actions, the City shall defend, save harmless and indemnify the City Manager against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in connection with the performance of the City Manager duties so long as the City Manager is acting within the scope of his employment. The City, or its insurance carrier, will defend all such claims and actions at its own cost through competent counsel through administrative, trial, and appellate proceedings pay or settle any such claim or suit or judgment rendered thereon. This Section shall survive cancellation or termination of this Agreement.

Section 14. Bonding

The City agrees to bear the full cost of any fidelity, indemnity, or other bonds as may be approved by the City Council pursuant to the City Charter.

Section 15. Residency

The City Manager agrees that he shall reside within Miami-Dade County and within commuting distance to the City during the term of this Agreement. In accordance with Section 4.04 of the City Charter, the City Council acknowledges and agrees that the City Manager may reside outside of the City only if the City Manager resides within Miami-Dade County and within commuting distance to the City.

Section 16. Code of Ethics

The "Code of Ethics" promulgated by the International City/County Management Association (ICMA) is incorporated herein and by this reference made a part hereof. The City Manager in the performance of his duties agrees to be governed by the referenced Code of Ethics, as may be amended from time to time, and such other ethics policies as are in existence or may be adopted from time to time by the City.

Section 17. Notice

Notices pursuant to this Agreement shall be given by certified mail, return receipt requested, through the United States Postal Services delivery, addressed as follows:

City

Mayor Maria Puente Mitchell
201 Westward Drive
Miami Springs, FL 33166

With a copy to the
City Attorney

Haydee S. Sera, Esq.
Weiss Serota Helfman Cole & Bierman, PL
2800 Ponce De Leon Boulevard, Suite 1200
Coral Gables, FL 33134

Manager

Juan Carlos Jimenez

Any of the foregoing Parties may, by written notice to the other Parties, designate any other address to which subsequent notices, certificate or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed. Any notice sent by electronic mail shall not be considered delivered unless the recipient has expressly confirmed receipt thereof.

Section 18. Other Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of the City Manager.

D. This Agreement contains the entire Agreement of the parties. It may not be changed, except by an Agreement in writing signed by the parties.

E. Florida law shall govern the construction, interpretation, and enforcement of this Agreement and venue for any litigation which may arise that in any way involves this Agreement shall be in Miami-Dade County in a court of competent jurisdiction.

F. Upon City Manager's death, the City's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement to his designated beneficiaries;
3. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and accordingly, no court or administrative hearing officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

I. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless approved by the City Council and agreed upon by the Parties. Any approved and agreed upon changes to this Agreement shall be reduced to writing with the same formality as this Agreement.

J. The rights and obligations herein granted are personal in nature and cannot be assigned, delegated, or transferred by the City Manager, except as provided in Section (1)(D) herein.

K. In any action or proceeding to enforce or interpret the provisions of this Agreement, each party in such action or proceeding shall bear their own attorney's fees.

L. Any calculation or computations required herein shall be made by the City Finance Director, subject to verification by the City Attorney. The Manager shall be promptly furnished a copy of such calculations and computations.

M. On any matter which is not covered or addressed by this Agreement or the City Charter, the general City personnel policies, as amended from time to time, and as may apply, shall control, subject to confirmation by the City Attorney.

N. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

**[Remainder of page left intentionally blank.
Signature page follows.]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed, as of the date first written above.

CITY MANAGER

Juan Carlos Jimenez

MIAMI SPRINGS

MARIA PUENTE MITCHELL, MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE OF MIAMI SPRINGS:

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



AGENDA MEMORANDUM

Meeting Date: 8/14/2023

To: The Honorable Mayor and Members of the City Council

From: Chris Chiocca, Finance Director

Subject: Uniform method of collection of non-ad valorem revenues

Recommendation:

“In accordance with Resolution 2009-3448, the Administration requests approval of a 4% increase in sanitation fees and an increase in recycling fees of 81.25% which is the FY22-23 increase assessed by the County for disposal and recycling fees.”

Discussion/Analysis:

During September 2022, the City received notice from Miami Dade Solid Waste Management (attachment a) that their disposal fees will increase by 4% and recycling from \$3.04 per month to \$5.51 per month effective October 1, 2022. The CPI for Miami Dade is higher but increases by the county are capped at 4% for disposal fees only nor recycling since these are contracted out. We recommend approval of these increases for next fiscal year in order to cover the increases in operating costs of the department.

Since the City includes the annual sanitation charges on the property tax bills, it was too late to make any changes for the tax bills that were mailed out in October 2022. We are hereby requesting approval of the new fee which will be included in the tax bills that will be mailed out in October 2023. The current annual sanitation/recycling fee is \$709.32. The new fee will be \$765.96. this increase represents \$4.72 a month to the single family residential customers. Multi-family dwellings will go from the current \$19.98 per unit to \$21.76 per unit.

The following is a history of prior increases:

<u>Fiscal Year</u>	<u>% Increase</u>	<u>Old annual rate</u>	<u>New annual rate</u>
FY14-15	None	\$628.00	no change
FY15-16	2.3%	\$628.00	\$642.00
FY16-17	None	\$642.00	no change
FY17-18	0.78%	\$642.00	\$648.00
FY18-19	2.71%	\$648.00	\$665.16
FY19-20	1.13%	\$665.16	\$672.72
FY20-21	1.40%	\$672.72	\$682.08

FY21-22	4.00%	\$682.08	\$709.322
FY22-23 (current request)	4.00%	\$709.32	\$765.96

In accordance with paragraph c) Annual Cost of Living Adjustments in the rate chart approved under resolution 2009-3448 by Council as well as the additional increase for operating costs, the Administration requests approval to increase our sanitation rate from the current \$56.07 per month to \$58.32 per month, and our recycling fee from \$3.04 to \$5.51 per month, effective October 1, 2023. If Council approves this increase, we are attaching the required resolution for their approval.

Fiscal Impact (If applicable):

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

Additional discussion

It has come to the City’s attention that the Miami-Dade County Property Appraiser’s Office no longer provides the required notice for sanitation and recycling fee increases in the mailed tax bills on behalf of the City. The City has provided the required mailed notice of the increase in rates. To avoid future notice issues, City Staff is requesting to put in place a maximum cap for future sanitation and recycling fee increases. This would enable the City to increase the rates in the future up to the maximum amounts without the need for providing additional mailed notice of sanitation and recycling fee increases.

The maximum cap for future sanitation fee increases were calculated based on the County’s 4% CPI cap on annual rate increases and recycling fee increases were based upon actual increases calculated over a period of five (5) years as follows:

Service	FY2023/2024 Rate (per unit /year)	Maximum Rate (per unit/year)
SF- Garbage	\$341.76	\$415.80
SF- Trash	\$358.08	\$435.66
SF- Recycling	\$ 66.12	\$126.12
SF-Total	\$765.96	\$977.58
MF- Garbage	\$ 56.40	\$ 68.62
MF- Trash	\$177.12	\$215.49
MF- Recycling	\$ 27.60	\$ 87.60
MF-Total	\$261.12	\$371.71

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, PROVIDING FOR THE COLLECTION OF GARBAGE, TRASH AND RECYCLING SERVICE FEES USING THE UNIFORM METHOD OF COLLECTION OF NON-AD VALOREM REVENUES; PROVIDING FOR MAXIMUM FEES FOR GARBAGE, TRASH AND RECYCLING SERVICES; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER THE IMPOSITION OF GARBAGE, TRASH AND RECYCLING SERVICE FEES FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND THE MAXIMUM FEES; DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs, Florida (the “City”) provides garbage, trash and recycling collection services (the “Services”) for residential and commercial customers within the City; and

WHEREAS, pursuant to Section 93.07(b) City’s Code of Ordinances (the “Code”), the City Council of the City (the “City Council”) is authorized to impose fees for the Services (the “Fees”); and

WHEREAS, the City Council provided for the collection of the Fee using the non-ad valorem levy, collection and enforcement method as provided in Chapter 197, Florida Statutes (the “Uniform Method of Collection Act”); and

WHEREAS, on June 12, 2023, the City Council pursuant to Resolution 2023-4097 (the Rate Resolution”), adopted a revised fee schedule increasing the Fees as set forth on Exhibit “A” attached to the Rate Resolution.

WHEREAS, the City Council desires to implement the Fees adopted by the Rate Resolution, establish Maximum Fees and use the Uniform Method of Collection with respect

to the revised Fees; and

WHEREAS, in accordance with the Uniform Method of Collection Act, particularly Section 197.3632(4)(a), Florida Statutes, as amended, the City Council desires to adopt a resolution, after a public hearing which would increase the Fees in excess of the amount established for last fiscal year and adopt Maximum Fees; and

WHEREAS the City Council finds that it is necessary to set a public hearing and provide for notice of such public hearing in accordance with the Uniform Method of Collection Act, specifically Section 197.3632(4)(b) to all affected property owners; 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 CITY COUNCIL OF THE CITY OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

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

Section 2. Authority. That this Resolution is adopted pursuant to the provisions of Sections 166.021 and 166.041, Florida Statutes, the Uniform Method of Collection Act, and other applicable provisions of law.

Section 3. Purpose and Definitions. That this Resolution is to set the date and time of the public hearing, to provide for the required notices to be provided under the Uniform Method of Collection Act, and to provide for a proposed increase to the Fees and adoption of Maximum Fees. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Uniform Method of Collection Act.

Section 4. Ratification of the Rate Resolution and Adoption of Maximum Garbage, Trash and Recycling Collection Services Fee.

4.1 The City currently has an agreement with Miami-Dade County to provide for the Services (the “Service Agreement”). The Services Agreement provides for an increase in the cost of providing such Services based upon the increase in the Consumer Price Index for All Urban Consumers (the “CPI-U”), but no more than four percent (4%) per year.

4.2 For the purposes of Fiscal Year 2023-2024, the City Council adopted the Rate Resolution, which is hereby ratified and confirmed.

4.3. In order to provide for increases in costs for subsequent years, the City has determined to set the Maximum Fees to be collected in any Fiscal Year subsequent to 2023-2024, as set forth below:

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

Service	Maximum Rate (per unit/month)
SF- Garbage	\$34.65
SF- Trash	\$36.30
SF- Recycling	\$10.51

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

Service	Maximum Rate (per unit/month)
MF- Garbage	\$ 5.72
MF- Trash	\$17.96
MF- Recycling	\$ 7.30

4.4 The City intends to collect the Fees using the method provided in the Uniform Method of Collections Act. Any increase in the Fees beyond the adopted Maximum Rate as adopted requires the City to first have a public hearing after providing notice as set forth in Section 197.3632, Florida Statutes, as amended.

Section 5. Preliminary Non-Ad Valorem Assessment Roll.

5.1 The City Manager has prepared, a Garbage, Trash and Recycling Collection Service Fee non-ad valorem assessment roll for the Fiscal Year 2023-2024, in the manner provided in the Uniform Method of Collection Act (the “Preliminary Assessment Roll”). Such Preliminary Assessment Roll shall contain the following information, which is set forth in Exhibit “A,” hereto: (1) a summary description of each Property within the City conforming to the description contained on the most recent Miami-Dade County Tax Roll, and/or Folio Number, (2) the name and address of the owner of record of the Property as shown on the most recent Miami-Dade County Tax Roll (except as exempted by Chapter 119 Florida Statutes, (3) the amount of the Total Cost to be assessed against all the Properties for the total number of Properties located within the City, (4) the Fee for each Property for Fiscal Year 2023-2024, and (5) the Maximum Fee for each Property that may be imposed during any subsequent Fiscal Year. The Preliminary Assessment Roll shall be open to public inspection. The foregoing shall not be construed to require that the Preliminary Assessment

Roll be in printed form if the amount of the annual Fee for each Property can be determined by use of a computer terminal available to the public.

5.2 It is hereby ascertained, determined, and declared that the foregoing method of determining the Fees for the Service is a fair and reasonable method of apportioning the costs among parcels of Property receiving the Service, and the use of the Uniform Method of Collection Act for collection is an efficient mechanism to address payment delinquencies and recover the Fees which is allocable to specific parcels of Property receiving the Service.

Section 6. Authorization of Public Hearing; Notice. The City Council hereby finds and determines that a public hearing is to be held by the City Council at City Hall located at 201 Westward Drive, Miami Springs, FL 33166 at 6:45 p.m. on September 11, 2023, or as soon as practicable thereafter, to be set forth in the notice of meeting, to consider: (A) the purpose of the Fees, (B) the estimated annual costs for the Services for Fiscal Year 2023-2024 and the Maximum Fees to be established, (C) imposition and apportionment methodology of the costs to the Properties receiving the Service, and (D) collection of the Fees pursuant to the Uniform Method of Collection Act commencing with the tax bill to be mailed in November 2023.

Section 7. Notice by Mail.

7.1 The City Manager shall, at the time and in the manner specified in Section 197.3632(4)(b), Florida Statutes, direct the provision of first class United States mailed notice of the public hearing authorized by Section 6 hereof by the City Clerk to each property owner of the Properties receiving the Service at the address indicated on the Tax Roll. Such notice shall contain the information required for mailed notice set forth in Section 197.3632(4)(b), Florida Statutes a form of which is attached as Exhibit "B".

7.2 Proof of such mailings shall be made by affidavit of the City Clerk and be kept on filed with the City Clerk

Section 8. Notice by Publication. That the City Manager shall direct the City Clerk to publish a notice of the public hearing authorized by Section 6 hereof in the manner and the time provided in Section 197.3632(4)(b), Florida Statutes. Such notice shall contain the information required by Section 197.3632(4)(b), Florida Statutes for published notice.

Section 9. Revisions to Assessments. If any Fees made under the provisions of the Rate Resolution, this Resolution or the resolution adopted after the public hearing is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the City Council is satisfied that any such Fee is so irregular or defective that the same cannot be enforced or collected, or if the City Council has failed to include or omitted any Property on the Preliminary Assessment Roll which property should have been so included, the City Council may take all necessary steps to impose a new Fee against any such Property receiving the Service, following as nearly as may be practicable, the provisions of the Uniform Method of Collection Act and in case such second Fee is annulled, vacated, or set aside, the City Council may obtain and impose other Fees until a valid Fee for the Service is imposed.

Section 10. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

Section 11. 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 ___ day of August, 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

**EXHIBIT A
PROPERTY INFORMATION
FOR PRELIMINARY ASSESSMENT ROLL
(ON FILE IN CITY CLERK'S OFFICE)**

EXHIBIT B
FORM OF MAILED NOTICE

***** NOTICE TO PROPERTY OWNER *****



City of Miami Springs, Florida
201 Westward Drive
Miami Springs, Florida 33166

CITY OF MIAMI SPRINGS, FLORIDA
NOTICE TO IMPOSE AND PROVIDE FOR
COLLECTION OF NON-AD VALOREM ASSESSMENT
NOTICE DATE: August 15, 2023

[insert name of property owner]
[insert address from tax roll]

Tax Parcel No.: _____
Legal Description:

As required by Section 197.3632, Florida Statutes, notice is given by the City of Miami Springs, Florida (the "City"), that annual fees for the garbage, trash and recycling collection will be collected using the tax bill collection method, may be levied on your property for the fiscal year beginning October 1, 2023-September 30, 2024.

The purpose of these fees is to fund the costs of garbage, trash and recycling collection benefiting residential properties consisting of a single household located within the City, including garbage, trash and recycling services. The revenue to be collected within the City from the fees, is estimated to be \$1,116,558.00, including the cost of collection. The annual garbage, trash and recycling service fees are based on the number of households contained on each parcel of property plus any unpaid or delinquent charges for garbage, trash and recycling collection services.

The following is a summary of the non-ad valorem fee being levied on the above parcel for the fiscal year beginning October 1, 2023: The number of Single Family Units for the above parcel is 1.

Service	FY2023/2024 Rate (per unit /year)	Maximum Rate (per unit/year)
SF- Garbage	\$341.76	\$415.80
SF- Trash	\$358.08	\$435.66
SF- Recycling	\$ 66.12	\$126.12
SF-Total	\$765.96	\$977.58

The annual garbage, trash and recycling collection service fee for the above parcel is \$765.96 for each single family household for fiscal year commencing October 1, 2023.

(Continued On Back)

(Continued From Front)

The maximum annual garbage, trash and recycling service fee for the above parcel is \$977.58 for each single family household for the City's fiscal year commencing October 1, 2023, and each fiscal year thereafter.

A public hearing will be held by the City Council at City Hall located at 201 Westward Drive, Miami Springs, FL at 6:45 p.m. on September 11, 2023, or as soon as practicable thereafter, for the purpose of receiving public comment on the proposed fees. All Single Family and Multi Family residential households receiving garbage, trash and recycling collection services within the City were mailed individual notices similar to this one. Subsequently, unless the fees are in excess of the Maximum Rates, only owners of reclassified property which resulted in an increased fee, or owners of property not included on the prior year's assessment roll will receive updated mailed notice in addition to the annual published notice. You and all other affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 calendar days of the date of this notice. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk at (305) 805-5006 at least seven (7) days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action at the above hearing (including the method of apportionment, the fee rate and the imposition of the fee), such action shall be the final adjudication of the issues presented.

Copies of the Assessment Resolution, and the preliminary assessment roll are available for inspection at the City Clerk's office located at 201 Westward Drive, Miami Springs, Florida 33166.

All of the garbage, trash and recycling service non-ad valorem fee amounts shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November 2023. Failure to pay the fees will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your solid waste and recycling service fee, please contact the City Finance Department at (305) 805-5000. Monday through Friday between 8:00 a.m. and 4:45 p.m.

*****THIS IS NOT A BILL*****

***** NOTICE TO PROPERTY OWNER *****



City of Miami Springs, Florida
201 Westward Drive
Miami Springs, Florida 33166

CITY OF MIAMI SPRINGS, FLORIDA
NOTICE TO IMPOSE AND PROVIDE FOR
COLLECTION OF NON-AD VALOREM ASSESSMENT
NOTICE DATE: August 15, 2023

[insert name of property owner]
[insert address from tax roll]

Tax Parcel No.: _____

Legal Description:

As required by Section 197.3632, Florida Statutes, notice is given by the City of Miami Springs, Florida (the "City"), that annual fees for the garbage, trash and recycling collection will be collected using the tax bill collection method, may be levied on your property for the fiscal year beginning October 1, 2023-September 30, 2024.

The purpose of these fees is to fund the costs of garbage, trash and recycling collection benefiting residential properties consisting of a single households located within the City, including garbage, trash and recycling services. The revenue to be collected within the City from the fees, is estimated to be \$1,116,558.00, including the cost of collection. The annual garbage, trash and recycling service fees are based on the number of households contained on each parcel of property plus any unpaid or delinquent charges for garbage, trash and recycling collection services.

The following is a summary of the non-ad valorem fee being levied on the above parcel for the fiscal year beginning October 1, 2023: The number of Multi-Family Units for the above parcel is 1.

Service	FY2023/2024 Rate (per unit /year)	Maximum Rate (per unit/year)
MF- Garbage	\$ 56.40	\$ 68.62
MF- Trash	\$177.12	\$215.49
MF- Recycling	\$ 27.60	\$ 87.60
MF-Total	\$261.12	\$371.71

The annual garbage, trash and recycling collection service fee for the above parcel is \$261.12 for each multi-family household for fiscal year commencing October 1, 2023.

(Continued On Back)

(Continued From Front)

The maximum annual garbage, trash and recycling service fee for the above parcel is \$371.71 for each multi-family household for the City's fiscal year commencing October 1, 2023, and each fiscal year thereafter.

A public hearing will be held by the City Council at City Hall located at 201 Westward Drive, Miami Springs, FL at 6:45 p.m. on September 11, 2023, or as soon as practicable thereafter, for the purpose of receiving public comment on the proposed fees. All Single Family and Multi Family residential households receiving garbage, trash and recycling collection services within the City were mailed individual notices similar to this one. Subsequently, unless the fees are in excess of the Maximum Rates, only owners of reclassified property which resulted in an increased fee, or owners of property not included on the prior year's assessment roll will receive updated mailed notice in addition to the annual published notice. You and all other affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 calendar days of the date of this notice. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk at (305) 805-5006 at least seven (7) days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action at the above hearing (including the method of apportionment, the fee rate and the imposition of the fee), such action shall be the final adjudication of the issues presented.

Copies of the Assessment Resolution, and the preliminary assessment roll are available for inspection at the City Clerk's office located at 201 Westward Drive, Miami Springs, Florida 33166.

All of the garbage, trash and recycling service non-ad valorem fee amounts shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November 2023. Failure to pay the fees will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your solid waste and recycling service fee, please contact the City Finance Department at (305) 805-5000. Monday through Friday between 8:00 a.m. and 4:45 p.m.

*****THIS IS NOT A BILL*****

PUBLIC NOTICE

**NOTICE OF PUBLIC HEARING TO IMPOSE AND PROVIDE FOR
COLLECTION OF GARBAGE, TRASH AND RECYCLING FEES IN THE CITY
OF MIAMI SPRINGS**

Notice is hereby given by the City of Miami Springs, Florida (the “City”) that the City will conduct a public hearing to consider imposing annual non-ad valorem fees for the purpose of funding annual fees for the garbage, trash and recycling collection services and setting maximum rates to be collected using the tax bill collection method.

The public hearing will be held by the City Council on September 11, 2023 at 6:45 p.m. at City Hall, 201 Westward Drive, Miami Springs, FL 33166 or as soon as practicable thereafter, for the purpose of receiving public comment on the proposed fees. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice.

If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made

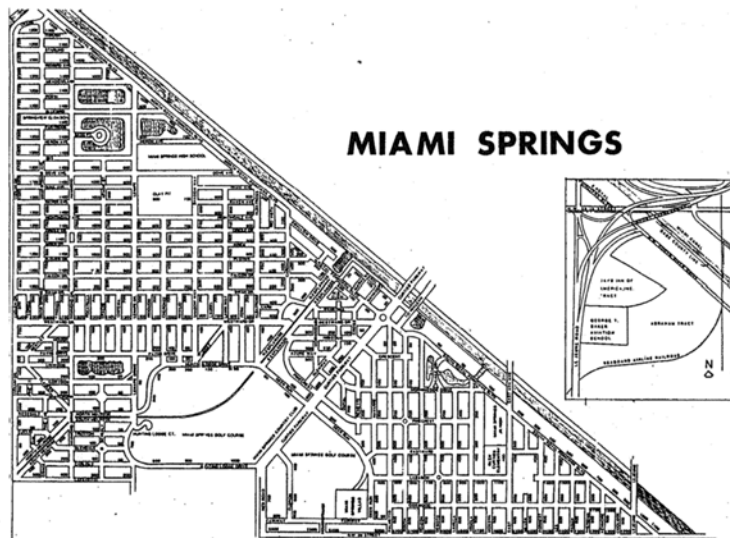
Pursuant to Section 286.0105, Florida Statutes, if you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing or at any subsequent meeting to which the City Council has continued its deliberations, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk, at 305-805-5006, with request for auxiliary aids or services at least two (2) business days before the meeting.

The proposed fee for single-family is \$765.96 per unit and for multi-family is \$261.12 per unit will begin to be collected on the ad valorem tax bill to be mailed in November 2023, as authorized by Section 197.3632, Florida Statutes. Failure to pay the fee will cause a tax certificate to be issued against the property which may result in a loss of title. The City Council intends to collect the fees annually.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action at the above hearing (including the method of apportionment, the fee rate and the imposition of the fee), such action shall be the final adjudication of the issues presented.

If you have any questions, please contact the City Clerk’s Office at 305-805-5006.

MAP OF AREA





AGENDA MEMORANDUM

Meeting Date: 8/14/2023

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

From: Tammy Romero, Interim City Manager

Subject: Calvin, Giordano & Associates, Inc. Planning Services Increase

RECOMMENDATION: Recommendation by staff that Council a First Amendment to the Continuing Professional Service Agreement with Calvin, Giordano & Associates, Inc. (CGA) to increase compensation by \$11,000 for fiscal year 2022-23, for a total not to exceed \$31,000 for fiscal year 2022-23. These services are for “Professional Planning Services/General, Day-to-Day Planning Services” for all city planning needs, which will carry us through September 30, 2023. Additional funds will need to come from the City’s fund balance.

DISCUSSION: On May 22nd, 2023 Council approved a Resolution – Approving a Contract with Calvin Giordano Associates for Planning and Zoning Services. Compensation for these services were set at an amount not to exceed \$20,000.00 for “Professional Planning Services/General, Day-to-Day Planning Services” and an amount not to exceed budgeted funds for any future fiscal years. The \$20,000.00 was based on the purchasing authority of the City Manager which did not require Council approval at the time. Some of funding increases for the remainder of fiscal year 2022-23 is due to unanticipated onboarding costs.

Submission Date and Time: 8/10/2023 10:35 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
<p>Department: <u>Planning</u></p> <p>Prepared by: <u>Tammy Romero</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/ Funded: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p>Dept./ Desc.: <u>Planning Projects as needed</u></p> <p>Account No.: _____</p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ <u>20,000.00</u></p> <p>Current request: \$ <u>11,000.00</u></p> <p>Total vendor amount: \$ <u>31,000.00</u></p>

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A FIRST AMENDMENT TO A CONTINUING PROFESSIONAL SERVICES AGREEMENT WITH CALVIN, GIORDANO & ASSOCIATES, INC. FOR GENERAL PLANNING AND ZONING SERVICES TO INCREASE COMPENSATION BY \$11,000 FOR FISCAL YEAR 2022-23; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 23, 2023, the City of Miami Springs (the “City”) entered into a continuing professional services agreement (the “Agreement”) with Calvin, Giordano & Associates, Inc. (the “Consultant”) for general planning and zoning services (the “Services”); and

WHEREAS, the City and the Consultant have mutually agreed to modify the terms of the Agreement and provide additional funds in an amount not to exceed \$11,000 to cover unanticipated onboarding costs, for a total amount not to exceed \$31,000 for the remainder of fiscal year 2022-23; and

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

WHEREAS, the City Council desires to approve the First Amendment to the Agreement and authorize the City Manager to execute the First Amendment on behalf of the City; and

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

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

Section 1. Recitals. 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 First Amendment to the Agreement in substantially the form attached hereto as Exhibit “A.”

Section 3. Authorization. That The City Council hereby authorizes the City Manager to execute the First Amendment of the Agreement in substantially the form attached hereto as Exhibit "A," subject to the approval of the City Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the City Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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 14th day of August, 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

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
CALVIN, GIORDANO & ASSOCIATES, INC.**

THIS FIRST AMENDMENT to the **PROFESSIONAL SERVICES AGREEMENT** (the “First Amendment”) is entered into as of the _____ day of _____, 2023 (the “Effective Date of First Amendment”), by and between the **CITY OF MIAMI SPRINGS**, a Florida municipal corporation, (the “City”) and **CALVIN, GIORDANO & ASSOCIATES, INC.**, a Florida for-profit corporation (hereinafter, the “Contractor”), collectively referred to as the “Parties.”

WHEREAS, on May 23, 2023, the City of Miami Springs (the “City”) entered into a continuing professional services agreement (the “Agreement”) with Calvin, Giordano & Associates, Inc. (the “Consultant”) for general planning and zoning services (the “Services”); and

WHEREAS, the City and the Consultant have mutually agreed to modify the terms of the Agreement and provide additional funds in an amount not to exceed \$11,000 for unanticipated onboarding costs, for a total amount not to exceed \$31,000 for the remainder of the 2022-23 Fiscal Year.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the City and Contractor agree as follows:¹

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.

2. **Amending Section 3, “Compensation and Payment,” of the Agreement.** Section 3.1 of Section 3, “Compensation and Payment,” of the Agreement is hereby amended and replaced as follows:

3. **Compensation and Payment.**

3.1. Compensation for Services provided by Consultant shall be in accordance with the Rate Schedule attached hereto as Exhibit “B.” Compensation from the Effective Date through September 30, 2024~~3~~, shall be in an amount not to exceed ~~\$20,000.00~~ \$31,0000 for the Services referenced in Exhibit A as “Professional Planning Services/General, Day-to-Day Planning Services” and an amount not to exceed budgeted funds for future fiscal years.

3. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

Agreement, the terms and provisions of this First Amendment shall control.

4. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

5. **Defined Terms.** All initial capitalized terms used in this First Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

6. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this First Amendment shall have the same force and effect as an original hereof.

**[THIS SPACE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]**

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

CITY OF MIAMI SPRINGS

CONSULTANT

By: _____
Tammy Romero
Interim City Manager

By: _____

Name: _____

Attest:

Title: _____

Entity: _____

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:

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

Addresses for Notice:

_____ (telephone)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
City of Miami Springs Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (email)

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN AMENDED AND RESTATED INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY RELATING TO THE REESTABLISHMENT AND DISTRIBUTION OF THE SIX-CENT LOCAL OPTION GAS TAX; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) has historically received a share of the six-cent local option gas tax revenues (“Gas Tax”) collected by Miami-Dade County (the “County”) for roadway and public transportation expenditures; and

WHEREAS, the County’s Gas Tax Ordinance is set to expire on August 31, 2023; and

WHEREAS, in order to meet the statutory requirements to reestablish the County’s Gas Tax, the County must enter into an interlocal agreement with enough municipalities that, in the aggregate, represent a majority of the population residing within the incorporated area of the County; and

WHEREAS, the County has proposed entering into an Amended and Restated Interlocal Agreement, attached hereto as Exhibit “A” (the “Agreement”), relating to the reestablishment and distribution of the Gas Tax; and

WHEREAS, the City desires to enter into 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 14th day of August, 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

MEMORANDUM

Agenda Item No. 8(G)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 18, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving amended and restated interlocal agreement with various municipalities to reestablish distribution of proceeds of the six-cent local option gas tax for the 30-year period from January 1, 2024 through December 31, 2053; authorizing County Mayor to execute the agreement and to exercise all provisions contained therein

The accompanying resolution was prepared by the Office of Management and Budget and placed on the agenda at the request of Prime Sponsor Vice Chairman Anthony Rodríguez.



Geri Bonzon-Keenan
County Attorney

GBK/gh

MDC001

Date: July 18, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Resolution Approving Amended and Restated Interlocal Agreement for the Reestablishment and Distribution of the Six-Cent Local Option Gas Tax

Executive Summary

Pursuant to Section 336.025, Florida Statutes, local counties are permitted to impose up to a six-cent local option gas tax (per gallon) of motor and diesel fuels sold in each such county and that are distributed to the local county and municipalities. The proceeds generated from this can be used towards transportation purposes, that include funding activities for the Department of Transportation and Public Works (DTPW) as well as municipal transportation functions. This item approves the amended and restated interlocal agreement between the County and municipalities that reestablishes the disbursement formula of the six-cent local option gas tax currently being used to distribute local option fuel tax proceeds between the County and eligible municipalities for the 30-year period including January 1, 2024 through December 31, 2053.

Recommendation

It is recommended that the Miami-Dade County (County) Board of County Commissioners (Board) approve the resolution which includes the amended and restated interlocal agreements that reestablish the distribution methodology for the six-cent local option gas tax among the County and municipalities currently being used to distribute local option fuel tax proceeds between the County and eligible municipalities for the 30-year period including January 1, 2024 through December 31, 2053.

Scope of Agenda Item

The impact of this item is countywide as the six-cent local option gas tax eligible uses include funding public transportation operations and public works functions. Additionally, this item will allow municipalities to fund public transportation operations and public works functions.

Fiscal Impact / Funding Source

The annual fiscal impact associated with a six-cent levy is projected to be \$63.764 million in FY 2023-24 with the County receiving \$44.890 million and the municipalities receiving \$18.874 million. The relieved local option gas tax will be imposed January 1, 2024, through December 31, 2053. The January 1st relevy of the six-cent local option gas tax will create a four month lapse in collections. This lapse is being accounted for in the FY 2023-24 Proposed Budget so that no budget gaps exist for the County and municipalities.

Delegation of Authority

This item authorizes the Mayor or Mayor's designee to execute the amended and restated interlocal agreement with the municipalities and to exercise all provisions contained therein.

Track Record / Monitor

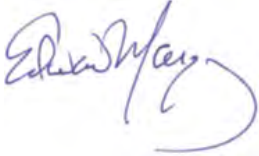
The Miami-Dade Office of Management and Budget (OMB) will administer and oversee the interlocal agreements.

Background

State law permits counties to impose up to a six-cent local option gas tax on motor fuel and special fuels. Miami-Dade County imposed a four-cent local option gas tax on September 1, 1983, and an additional two cents were imposed in 1985 bringing the total tax collected to six cents. The current local option gas tax (Ordinance 93-53) will expire on August 31st, 2023. Miami-Dade County and the municipalities within the County share approximately \$63.764 million generated by the six-cent local option gas tax. The county and cities rely on this revenue to support their respective roadway/public transportation expenditures. Permissible uses of the tax are:

- a. Public transportation operations and maintenance
- b. Roadway and right-of-way maintenance and equipment and structures used primarily for the storage and maintenance of such equipment
- c. Roadway and right-of-way drainage
- d. Street lighting
- e. Traffic signs, traffic engineering, signalization and pavement markings
- f. Bridge maintenance and operations
- g. Debt service and current expenditures for transportation capital projects in the above program areas, including construction or reconstruction of roads

The proceeds from the existing tax are distributed based on a formula in an interlocal agreement originally established by the parties in substantially the form provided in Resolution No. R-903-98, which currently allocates 70.4 percent of the net proceeds to Miami-Dade and 29.6 percent to all eligible incorporated cities. The municipal share is distributed among cities based on a weighing of population (75 percent) and centerline miles of roadway maintained (25 percent) for each city as compared to the total population and centerline mile figures for the entire incorporated area. The County agrees to use its best efforts to spend two-thirds of its share within the incorporated area of the County. The current County share is approximately \$44.890 million programmed for FY 2023-24. To meet statutory requirements, a majority of the incorporated area population of Miami-Dade County must enter into the agreements.



Edward Marquez
Chief Financial Officer

ATTACHMENT A

**Local Option Gas Tax Distribution - Six Cents
FY 2023-24 Estimated Municipal Distribution @ 95 Percent**

Jurisdiction	Population	Population Percent	Weighted at 75%	Centerline Mileage	Mileage Percent	Weighted at 25%	Percentage share of Municipal Proceeds	Percentage Share of Total Proceeds	Gas Tax Distribution
AVENTURA	40,350	2.59395	1.94546	13.8	0.44249	0.11062	0.02056	0.00609	388,073
BAL HARBOUR VILLAGE	3,094	0.19890	0.14918	0.0	0.00000	0.00000	0.00149	0.00044	28,160
BAY HARBOR ISLANDS	5,961	0.38321	0.28741	9.0	0.28858	0.07214	0.00360	0.00106	67,872
BISCAYNE PARK	3,112	0.20006	0.15004	17.0	0.54509	0.13627	0.00286	0.00085	54,037
CORAL GABLES	52,014	3.34378	2.50784	242.3	7.76914	1.94229	0.04450	0.01317	839,921
CUTLER BAY	45,545	2.92792	2.19594	89.5	2.86974	0.71744	0.02913	0.00862	549,881
DORAL	81,182	5.21888	3.91416	70.2	2.24930	0.56233	0.04477	0.01325	844,904
EL PORTAL	1,993	0.12812	0.09609	12.5	0.40080	0.10020	0.00196	0.00058	37,050
FLORIDA CITY	14,320	0.92058	0.69043	39.4	1.26217	0.31554	0.01006	0.00298	189,874
GOLDEN BEACH	955	0.06139	0.04605	11.4	0.36553	0.09138	0.00137	0.00041	25,933
HIALEAH	228,206	14.67050	11.00287	356.7	11.43824	2.85956	0.13862	0.04103	2,616,418
HIALEAH GARDENS	23,076	1.48347	1.11260	39.0	1.25050	0.31263	0.01425	0.00422	268,995
HOMESTEAD	83,012	5.33653	4.00239	160.0	5.13058	1.28265	0.05285	0.01564	997,502
INDIAN CREEK VILLAGE	89	0.00572	0.00429	2.2	0.07054	0.01764	0.00022	0.00006	4,133
MEDLEY	1,056	0.06789	0.05092	35.6	1.14148	0.28537	0.00336	0.00100	63,474
MIAMI	459,224	29.52176	22.14132	662.3	21.23752	5.30937	0.27451	0.08125	5,181,101
MIAMI BEACH	83,618	5.37548	4.03161	125.2	4.01475	1.00369	0.05035	0.01490	950,373
MIAMI GARDENS	115,053	7.39632	5.54724	369.2	11.83936	2.95984	0.08507	0.02518	1,605,647
MIAMI LAKES	30,905	1.98677	1.49007	71.1	2.28104	0.57026	0.02060	0.00610	388,865
MIAMI SHORES VILLAGE	11,630	0.74765	0.56074	57.9	1.85651	0.46413	0.01025	0.00303	193,442
MIAMI SPRINGS	13,865	0.89133	0.66850	89.0	2.85371	0.71343	0.01382	0.00409	260,823
NORTH BAY VILLAGE	8,206	0.52753	0.39565	6.2	0.19880	0.04970	0.00445	0.00132	84,047
NORTH MIAMI	60,337	3.87884	2.90913	108.7	3.48569	0.87142	0.03781	0.01119	713,558
NORTH MIAMI BEACH	43,591	2.80230	2.10172	120.0	3.84738	0.96184	0.03064	0.00907	578,230
OPA-LOCKA	16,710	1.07422	0.80567	37.0	1.18637	0.29659	0.01102	0.00326	208,050
PINECREST	18,394	1.18248	0.88686	108.0	3.46293	0.86573	0.01753	0.00519	330,789
SOUTH MIAMI	12,090	0.77722	0.58292	45.6	1.46213	0.36553	0.00948	0.00281	179,003
SUNNY ISLES BEACH	22,756	1.46290	1.09717	7.9	0.25331	0.06333	0.01161	0.00344	219,035
SURFSIDE	5,446	0.35010	0.26258	12.0	0.38477	0.09619	0.00359	0.00106	67,721
SWEETWATER	20,240	1.30115	0.97587	35.3	1.13122	0.28281	0.01259	0.00373	237,570
VILLAGE OF KEY BISCAYNE	14,784	0.95041	0.71281	20.5	0.65732	0.16433	0.00877	0.00260	165,546
VILLAGE OF PALMETTO BAY	25,041	1.60979	1.20734	125.3	4.01700	1.00425	0.02212	0.00655	417,422
VIRGINIA GARDENS	2,376	0.15274	0.11456	6.4	0.20521	0.05130	0.00166	0.00049	31,312
WEST MIAMI	7,313	0.47013	0.35259	12.5	0.40080	0.10020	0.00453	0.00134	85,462
TOTAL - Cities	1,555,544	100.00000	75.00000	3,118.7	100.00000	25.00000	1.00000	0.29600	18,874,223

TOTAL DISTRIBUTION		
Total Cities	29,600	
Total County	70,400	
Grand Total	100,000	

SOURCES:
 Bureau of Economic and Business Research, University of Florida (2022 population estimate report) https://www.bebr.ufl.edu/wp-content/uploads/2022/12/estimates_2022.pdf
 "2021 City/County Mileage Report" - Florida Department of Transportation (https://ftp.fdot.gov/publicfolder/mNflAvma106mshAabOmyQ/City_and_County_Roads)
 Miami-Dade Local Option (5 cents) Gas Tax Estimate (at 95%) for Fiscal Year 2023-24, excluding any service charge withheld by the State of Florida



MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 18, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(G)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(G)(1)
7-18-23

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDED AND RESTATED INTERLOCAL AGREEMENT WITH VARIOUS MUNICIPALITIES TO REESTABLISH DISTRIBUTION OF PROCEEDS OF THE SIX-CENT LOCAL OPTION GAS TAX FOR THE 30-YEAR PERIOD FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2053; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, Section 336.025, Florida Statutes, authorizes county governments to levy various local option fuel taxes upon every gallon of motor fuel and diesel fuel sold in the county and taxed under the provisions of Part I or Part II of Chapter 206 of the Florida Statutes pursuant to an ordinance enacted by the Board of County Commissioners; and

WHEREAS, in 1993, the Board of County Commissioners of Miami-Dade County, Florida ("Board"), levied a six-cent (\$0.06) local option gas tax on every gallon of motor fuel and diesel fuel sold in Miami-Dade County ("1993 Local Option Gas Tax"); and

WHEREAS, in 1997, this Board extended the imposition of the 1993 Local Option Gas Tax that began on September 1, 1993, for a maximum period of 30 years through Ordinance No. 97-156; and

WHEREAS, pursuant to Resolution No. R-903-98, Miami-Dade County and eligible municipalities entered into an interlocal agreement in accordance with Section 336.025(3)(a)(1), Florida Statutes, establishing the method of distributing the proceeds of the six-cent (\$0.06) local option gas tax within Miami-Dade County for the remainder of the 1993 Local Option Gas Tax's term; and

WHEREAS, the proceeds of the 1993 Local Option Gas Tax have been distributed in accordance with the terms of that interlocal agreement; and

WHEREAS, by ordinance, Miami-Dade County desires to relevy the six-cent local option fuel tax authorized by Section 336.025(1)(a), Florida Statutes for the 30-year period including January 1, 2024 through December 31, 2053; and

WHEREAS, Miami-Dade County and various municipalities representing a majority of the population of the incorporated areas of Miami-Dade County desire to amend and restate their current interlocal agreement in order to reestablish the distribution formula currently being used to distribute local option fuel tax proceeds between the County and eligible municipalities for the 30-year period including January 1, 2024 through December 31, 2053,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the Interlocal Agreement between Miami-Dade County and various municipalities representing a majority of the population of the incorporated areas of Miami-Dade County reestablishing the distribution formula currently being used to distribute local option fuel tax proceeds between the County and eligible municipalities for the 30-year period including January 1, 2024 through December 31, 2053, in substantially the form attached hereto and made a part hereof.

Section 2. Authorizes the County Mayor or the County Mayor's designee to execute the Agreement, for and on behalf of Miami-Dade County after proper execution by all municipalities that are parties thereto and to exercise all provisions contained therein.

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

- | | |
|----------------------------------|----------------------|
| Oliver G. Gilbert, III, Chairman | |
| Anthony Rodríguez, Vice Chairman | |
| Marleine Bastien | Juan Carlos Bermudez |
| Kevin Marino Cabrera | Sen. René García |
| Roberto J. Gonzalez | Keon Hardemon |
| Danielle Cohen Higgins | Eileen Higgins |
| Kionne L. McGhee | Raquel A. Regalado |
| Micky Steinberg | |

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of July, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

GKS

Gerald K. Sanchez

INTERLOCAL AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT entered into this ___ day of ___ 2023, by and between Miami-Dade County, Florida, a political subdivision of the State of Florida and municipalities representing a majority of the population of the incorporated area of Miami-Dade County.

WITNESSETH

WHEREAS, Section 336.025, Florida Statutes, authorizes county governments to levy various local option fuel taxes upon every gallon of motor fuel and diesel fuel sold in the county and taxed under the provisions of Part I or Part II of Chapter 206 of the Florida Statutes pursuant to an ordinance enacted by the Board of County Commissioners; and

WHEREAS, in 1993, the Board of County Commissioners of Miami-Dade County, Florida (“Board”), levied a six-cent (\$0.06) local option gas tax on every gallon of motor fuel and diesel fuel sold in Miami-Dade County (“1993 Local Option Gas Tax”); and

WHEREAS, in 1997, this Board extended the imposition of the 1993 Local Option Gas Tax that began on September 1, 1993, for a maximum period of 30 years through Ordinance No. 97-156; and

WHEREAS, pursuant to Resolution No. R-903-98, Miami-Dade County and eligible municipalities entered into an interlocal agreement in accordance with Section 336.025(3)(a)(1), Florida Statutes, establishing the method of distributing the proceeds of the six-cent (\$0.06) local option gas tax within Miami-Dade County for the remainder of the 1993 Local Option Gas Tax’s term; and

WHEREAS, the proceeds of the 1993 Local Option Gas Tax have been distributed in accordance with the terms of that interlocal agreement; and

WHEREAS, by ordinance, Miami-Dade County desires to relevy the six-cent local option fuel tax authorized by Section 336.025(1)(a), Florida Statutes, for the 30-year period including January 1, 2024 through December 31, 2053; and

WHEREAS, Miami-Dade County and various municipalities representing a majority of the population of the incorporated areas of Miami-Dade County desire to amend and restate their current interlocal agreement in order to reestablish the distribution formula currently being used to distribute local option fuel tax proceeds between the County and eligible municipalities for the 30-year period including January 1, 2024 through December 31, 2053,

NOW, THEREFORE, in consideration of the covenants contained herein, the receipt and adequacy of which are hereby acknowledged by all parties hereto, it is agreed as follows:

1. This amended and restated agreement shall become effective upon its approval by the governing bodies of the County and of municipalities representing a majority of the population of the incorporated area of Miami-Dade.

2. The distribution formula described in the original interlocal agreement provided in County Resolution No. R-903-98 has governed local option gas tax distributions for FY 1999-2000 and each subsequent fiscal year for the entire term of the "1993 Local Option Gas Tax", as defined in Article IX, Chapter 29 of the Code of Miami Dade County, Florida, as amended.

3. The parties desire to have that same distribution formula govern gas tax distributions for any local option gas taxes relevied by Miami-Dade County pursuant to Section 336.025(1)(a), Florida Statutes, for the 30-year period including January 1, 2024 through December 31, 2053.

4. Currently, Miami-Dade County has imposed and levied a local option gas tax of up to six cents, the net proceeds thereof had been previously allocated on the basis of 70.4 percent

(the “County portion”) to the County and 29.6 percent (the “municipal portion”) to all eligible incorporated municipalities in Miami-Dade County, Florida pursuant to Section 336.025(6), Florida Statutes. Net proceeds shall mean local option gas taxes collected by the Florida Department of Revenue (“DOR”) less the amount retained by the DOR for administration as provided under Florida law.

5. The municipal portion of the local option gas taxes shall be distributed among the eligible incorporated municipalities in Miami-Dade County, Florida, based on a formula as follows:

- a. Seventy-five percent based upon the ratio of the population of each eligible incorporated municipality compared to the total population of all eligible incorporated municipalities in Miami-Dade County; and
- b. Twenty-five percent based upon the ratio of total centerline miles of roadway maintained by each eligible incorporated municipality compared to the total centerline miles maintained by all eligible incorporated municipalities in Miami-Dade County.

6. In the event that an eligible municipality annexes an area of unincorporated Miami-Dade County or a newly incorporated municipality becomes eligible for participation in the distribution of local option gas tax proceeds, the distribution shall be set in accordance with the formula in Sections 5(a) and 5(b), in which case the County's Unincorporated Municipal Service Area (“UMSA”) share will be reduced by the proportionate reduction in population and roadway centerline miles, and provided to the municipal portion with the County and municipal shares adjusted accordingly. For calculation purposes, the UMSA share of the County's portion shall be defined as 20 percent of the original 74 percent County share of the 1993 Local Option Gas Tax,

as described in Section 29-79 of the Code of Miami-Dade County, Florida. The County's portion of the local option gas tax shall never be less than 80 percent of the original 74 percent share (59 percent of the total net proceeds distributed by the state).

7. Population figures used shall be the figures used to determine the annual distribution of the half cent local government sales tax pursuant to Section 218.60(1)(a), Florida Statutes. Centerline mile figures shall be based upon yearly figures submitted by each municipality to the Department of Financial Services in their Annual Financial Report and recorded by the Florida Department of Transportation as required by Section 218.32, Florida Statutes. The population and centerline mile figures shall be updated annually with data current as of June 1 of each year.

8. Miami-Dade County will use its best efforts to spend two thirds of the County portion on transportation expenses within the incorporated municipalities.

9. The percentages for distribution shall be calculated by the County annually. By July 1 of each year, the County shall notify all municipalities and the appropriate state agencies of the percentages for distribution of LOGT proceeds among the municipalities for the upcoming annual period commencing January 1. The percentage for distribution of local option gas tax proceeds to any city whose current population or centerline mile figures are not available shall be determined by the County based on the most recent available population and/or centerline mile figures reported to the state. In the event that either the population figures and/or the centerline miles are proven to be incorrect for any given municipality in any given year, the correction to the percentage distribution will be made in the subsequent year gas tax distribution calculation.

10. Pursuant to Section 336.025(5)(b), Florida Statutes, disputes regarding the percentage of distribution to any municipality hereunder shall be resolved through an appeal to the

Administration Commission in accordance with procedures developed by the Commission. Pending final disposition of such proceedings, the tax shall be collected and such funds shall be held in escrow by the Clerk of the Circuit Court of the County until final disposition is made.

11. The net proceeds of local option gas taxes shall only be used for “transportation expenditures,” as defined by Section 336.025(7), Florida Statutes.

12. In the event that a significant shift of responsibility for regional transportation services occurs between the County and the municipalities, this interlocal agreement may be renegotiated by the mutual consent of the County and the municipalities representing a majority of the population of the incorporated area of Miami-Dade County.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Interlocal Agreement to be executed by their respective and duly authorized officers as of the date written above.

ATTEST:

JUAN FERNANDEZ-BARQUIN,
CLERK

MIAMI-DADE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
Name:
Title:

ATTEST:

ATTEST:

By: _____

By: _____

ATTEST:

ATTEST:

By: _____

By: _____



AGENDA MEMORANDUM

Meeting Date: August 14, 2023

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

From: Tammy Romero, Interim City Manager

Subject: CGA Planning- Special Projects

Attached is a list of Special Projects listed by Calvin, Giordano & Associates, Inc. (CGA), the City's Planning Consultants, for Council's consideration.

They are broken down, where appropriate, into core components and options, but each project is in itself an option within a menu. Of course, each cost estimate is based on CGA's understanding of a project's individual scope, as described in the table.

These items are before Council this evening for consideration for budgeting in the Fiscal Year 2023-2024.



Memorandum

Fort Lauderdale Office · 1800 Eller Drive · Suite 600 · Fort Lauderdale, FL 33316 · 954.921.7781(p) · 954.921.8807(f)
 Miami-Dade Office · 2103 Coral Way · Suite 810 · Miami, FL 33145 · 786.485.5200(p) · 786.485.1520(f)

Date: July 14, 2023, 2021
To: Tammy Romero, Interim City Manager
From: Silvia Vargas, FAICP, LEED AP and Alex David, AICP
Subject: Cost Estimate of Potential Special Projects for FY 23-24
Project: Miami Springs Planning and Zoning
CC:

The following is a preliminary estimate of cost for the projects that have been discussed with us. It may not reflect other needs that are unknown at this time. These estimates are based on information shared to date regarding the nature of the projects; however, each scope may be further detailed once a process is undertaken and more is known about the key issues and priorities, data availability, and community engagement needs, among other factors. For this reason, recommended approach to budgeting, based on experience in other communities, would be to allocate an overall not-to-exceed amount, with subsequent individual authorizations issued for each project. For your convenience, in certain cases we have also separated core scope components from recommended but optional services. Please do not hesitate to let us know if you have any questions or concerns.

Project	General Scope	Proposed Upset Limit	Comments/Notes
NW 36 th Street Corridor Vision and Implementation Strategy	Core components: <ul style="list-style-type: none"> • Research & analysis • Code (text) but potentially also Comprehensive Plan amendments and corresponding map clean ups (if necessary) • Council workshop(s) (2 max) • Community engagement (2 max) • Required public review meetings (ZPB (1), City Council (2)) • Transmittal to reviewing agencies (if necessary) 	\$29,240	Ordinance
	Optional services:	\$16,000	<ul style="list-style-type: none"> • A market-based grounding is strongly recommended

	<ul style="list-style-type: none"> • Economic/Market Analysis (subconsultant to CGA) • Visualizations (up to 3) 	\$8,000	<p>to help ensure that the regulatory recommendations produce the desired results</p> <ul style="list-style-type: none"> • To easily convey complex concepts
Gateway Overlay Amendment	<ul style="list-style-type: none"> • Code (text) amendment • Council workshop (1 max) • Required public review meetings (ZPB (1), City Council (2)) 	\$10,320	<ul style="list-style-type: none"> • Ordinance • No Zoning Map amendment anticipated
Zoning Code Clean Up and Update	<p>Core components:</p> <ul style="list-style-type: none"> • Code (text) amendment • Review/Diagnosis • Annotated outline • Reorganization / Flow • Internal consistency check • Processes and procedures • Removal of obsolescent regulations / Language Check • Modernization / Introduction of best/state-of-the-art practices • Key user engagement (2 max) • Required public review meetings (ZPB (1), City Council (2)) 	\$46,440	Ordinance
	<p>Optional services:</p> <ul style="list-style-type: none"> • Conversion of dimensional district requirements to Summary Tables and production of visuals (graphics) to augment user friendliness and accessibility 	\$10,000	Recommended
Mapping (GIS)	<ul style="list-style-type: none"> • Creation of new map base files and Future Land Use and Zoning map layers 	\$10,000	Subject to availability or absence of data
Comprehensive Plan EAR-based amendments (2023-2024 cycle)	<ul style="list-style-type: none"> • Analysis of recent legislation for impact on Comp Plan • Amendments if necessary to comply with new statutory requirements since the last update (Nov 22) • Required public review meetings (ZPB (1), City Council (2)) • Transmittal to reviewing agencies 	\$12,900	Letter of notification included in current (FY23) budget