



## **CITY OF MIAMI SPRINGS, FLORIDA**

**Mayor Maria Puente Mitchell**

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

**Councilman Jorge Santin**  
**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, November 13, 2023 – 7:00 p.m.**

**Council Chambers, 201 Westward Drive, Miami Springs, Florida**  
**(In-person and virtually. See pages 3-4 for additional information)**

- 1. Call to Order/Roll Call**
- 2. Invocation:** Mayor Maria Mitchell  
**Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
  - A) Presentation by Police Chief Guzman Unit Citation Award for October 2023
  - B) Yard of the Month Award for November 2023 – 629 Pinecrest Drive – Sergio Guzman
  - C) City Hall Lobby Artist of the Month – November 2023 – Seniors from the Adult Community Center exhibiting acrylic paintings; their art teacher is Pablo Contrisciani
- 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) October 23, 2023 – Workshop
  - B) October 23, 2023 – Regular Meeting
- 7. Reports from Boards & Commissions: None.**

8. **Public Hearings: None.**

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

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A First Amendment To A Ground Lease Agreement With MetroPCS, Florida, LLC, To Extend The Term Of Agreement And Increase The Base Rent; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Land Lease Agreement And Memorandum Of Land Lease Agreement With CellCo Partnership D/B/A Verizon Wireless Relating To The Installation, Maintenance, And Operation Of Communications Equipment Upon The Property Located At 25 S Hook Square, Miami Springs, Florida 33166; Providing For Authorization; 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, Co-Designating The Portion Of East Drive Between LaBaron Drive And Oakwood Drive As “Yvonne Shonberger Way”; Providing For Authorization; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Setting The City Council Meeting Schedule For The Period Commencing January 2024 And Ending December 2024; Accommodating The Meetings To City Holidays; Providing For Conflicts; Providing For An Effective Date

E) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting A State Appropriations Grant In The Amount Of \$150,000; Approving A Grant Agreement With The Florida Department Of Commerce Relating To The City’s War Memorial Cenotaph Monument Project On Curtiss Parkway; Providing For Authorization; And Providing For An Effective Date

F) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Establishing The City’s 2024 Legislative Priorities And State Appropriation Requests; And Providing For An Effective Date

G) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Ratifying A First Amendment To Grant Agreement No. 22PLN51 With The Florida Department Of Environmental Protection (FDEP) Relating To The City’s Vulnerability Assessment And Adaptation Action Plan; Providing For Implementation; And Providing For An Effective Date

H) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Gasoline And Diesel Fuel For The City’s Vehicles From Pro Energy Fleet Fueling LLC In An Amount Not To Exceed Budgeted Funds Utilizing The Terms And Conditions Of The Florida Department Of Management Services State Term Contract No. 15100000-19-1 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; And Providing For An Effective Date

I) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Tires For The City's Departmental Vehicles From Tiresoles Of Broward, Inc. D/B/A Miami Tiresoles In An Amount Not To Exceed Budgeted Funds Utilizing The Terms And Conditions Of Miami-Dade County Contract No. FB-01140 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; And Providing For An Effective Date

J) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Hydraulic Parts From Petersen Industries, Inc. For The City's Cranes For Fiscal Year 2023-24 In An Amount Not To Exceed \$30,000; Providing For Authorization; And Providing For An Effective Date

K) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Additional Golf Products From Acushnet Holdings Corp. For The City's Golf Club Pro Shop For Fiscal Year 2023-24 In An Amount Not To Exceed \$51,000; Providing For Authorization; And Providing For An Effective Date

L) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Diesel And Regular Fuel For The Miami Springs Golf And Country Club's Golf Carts And Maintenance Fleet From Tropic Oil Company LLC In An Amount Not To Exceed \$40,000 For Fiscal Year 2023-24; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date

M) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Original Equipment Manufacturer (OEM)/Original Equipment (OE) Parts And Miscellaneous Fleet Shop Supplies For The City's Departmental Vehicles From KVP Enterprises, Inc. D/B/A Expert Diesel In An Amount Not To Exceed Budgeted Funds Utilizing The Terms And Conditions Of Miami-Dade County Contract No. EVN0000469 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; And Providing For An Effective Date

N) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Firearm Ammunition From Lawmen's & Shooters' Supply, Inc. In An Amount Not To Exceed Budgeted Funds Utilizing The Terms And Conditions Of The Florida Department Of Management Services (FDMS) Contract No. 46000000-21-Stc Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; And Providing For An Effective Date

O) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Superior Park Systems, Inc. For Installation Of A New Batting Cage At Prince Field; Authorizing The Negotiation And Execution Of A Construction Contract In An Amount Not To Exceed \$37,150; And Providing For An Effective Date

P) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The City Manager To Issue A Purchase Order To F&L Fire And Electrical System, Inc. For The Westward Drive Tree Lights Receptacles Project In An Amount Not To Exceed \$36,800; And Providing For An Effective Date

Q) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An American Rescue Plan Act (ARPA) Addendum To The Professional Services Agreement With F&L Fire And Electrical System, Inc. To Incorporate Federally Required Contract Clauses; Providing For Authorization; And Providing For An Effective Date

R) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving An Agreement With The State Of Florida, Office Of The State Attorney For The Eleventh Judicial Circuit Of Florida To Reimburse The State For The Cost Of The State Attorney Prosecution Of Certain Criminal Violations Of The City Code Of Ordinances; Providing For Authorization; And Providing For An Effective Date

S) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Approving An Urban Qualification Cooperation Agreement With Miami-Dade County For The City's Participation In The Community Development Block Grant (CDBG), Home Investment Partnerships (Home), And Emergency Solutions Grant (ESG) Programs For Fiscal Years 2024, 2025, And 2026, As Part Of Miami-Dade County's Entitlement Jurisdiction; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date

T) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Collective Bargaining Agreement With The Florida State Lodge Fraternal Order Of Police, Inc. On Behalf Of The City Of Miami Springs Police Officers And Sergeants Collective Bargaining Unit Covering Fiscal Years 2023-2024 Through 2025–2026; Providing For Authorization; And Providing For An Effective Date.

U) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Amendment To The Collective Bargaining Agreement With The Florida State Lodge Fraternal Order Of Police, Inc. On Behalf Of The City Of Miami Springs Police Lieutenants Collective Bargaining Unit Covering Fiscal Years 2021-2022 Through 2023–2024; Providing For Authorization; And Providing For An Effective Date

**10. Old Business: None.**

**11. New Business: None.**

**12. Other Business:**

A) Request by Mayor Mitchell to discuss the Tennis Center

B) Request by Councilman Santin to discuss the co-designation of a portion of Cross Street between Westward Drive and Hibiscus Drive as “Carole Coons Way”

C) Request by Mayor Mitchell to discuss parking of recreation vehicles, trailers and heavy trucks in yards



**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, November 13, 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/UC2at9KNqUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

**CALL IN TO THE PUBLIC MEETING**

**Dial 305-805-5151 or 305-805-5152**

*(Alternatively, you may also dial the phone numbers below to join the meeting:*  
*1 (646) 558 8656, 1 (301) 715 8592, 1 (312) 626 6799, 1 (669) 900 9128, 1 (253) 215 8782,*  
*1 (346) 248 7799) then input the Meeting ID: 863-9512-4146, followed by #.*  
**There is no participant ID. Press # again.**

Any person requiring special accommodations to access this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk at [cityclerk@miamisprings-fl.gov](mailto:cityclerk@miamisprings-fl.gov)

**PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:**

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

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

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

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

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

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information

before delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

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

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

#### **PUBLIC RECORDS**

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

#### **NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES**

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

#### **AMERICANS WITH DISABILITIES ACT**

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

#### **LOBBYING ACTIVITIES**

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

**Have questions or need additional information?**

**Write:** [cityclerk@miamisprings-fl.gov](mailto:cityclerk@miamisprings-fl.gov)

**Call:** 305-805-5006

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



# Miami Springs Police Department

## Memorandum

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

**From:** *Armando Guzman* 11/1/2023  
Armando Guzman, Chief of Police

**Subject:** Unit Citation Award

**Date:** November 1, 2023

On October 31, 2023, Lieutenant Frank Perez authored a Letter of Commendation and recommended that the Detective Bureau and Crime Suppression Team receive the Unit Citation Award for the month of October 2023.

The narrative describes a complex series of arrests and charges over the span of five (5) weeks. The Investigative Division (both the Detective Bureau and the Crime Suppression Team) executed twenty-two (22) arrests, which included forty-one (41) felony charges and fifteen (15) misdemeanor charges.

You are invited to attend the regularly-scheduled City Council Meeting on Monday, November 13, 2023 at 7:00 p.m., when this award will be publicly presented to you. You are invited to bring with you any family members, friends, or associates to share in this occasion.

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

/aq

Attachment

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



# UNIT CITATION AWARD



## MIAMI SPRINGS POLICE DEPARTMENT

Armando Guzman, Chief of Police



Awarded to: Robert Barrios I.D. # 0139

Classification: Detective Assignment: Investigations Division

*(If more space is needed, use additional pages)*

Over the past five weeks, the Investigations Division (both the Detective Bureau and the Crime Suppression Team) executed 22 arrests which included 41 felony charges and 15 misdemeanor charges. Some of the most notable of the investigations include:

On September 29, 2023, a road rage incident occurred during which the subject swung a machete at the victim's head with full force. As the subject swung the machete, the victim leaned back as far and as fast as he could. Even so, the machete struck him in the left side of his face. Detective Jorge Pacheco (I.D. #0167) was assigned the case. Before the end of the day, the subject was identified, located, arrested, and Detective Pacheco was able to elicit a full confession.

On October 2, 2023, Detective Robert Barrios (I.D. #0139) was able to arrest the subject of an Aggravated Battery that occurred when the subject attacked a McDonald's employee and caused serious burns on her right arm and chest before fleeing the scene. Detective Barrios was able to convince the subject to surrender himself and provide a full confession.

On October 18, 2023, two subjects stole several packages of meat from a local market and then fled the scene on a stolen motorcycle. Before the end of the day, Detective Pacheco was able to identify, locate, and arrest both subjects as well as recover the stolen motorcycle.

Between October 19<sup>th</sup> and October 25<sup>th</sup>, CST Officer Fenicett Iribar (I.D. #0207) was able to charge three subjects with Human Trafficking as well as multiple prostitution and firearms related crimes in reference to two investigations of trafficking occurring at a hotel on NW 36 Street. These two investigations also led to the recovery of 2 adult victims and the 1-year old child of one of the victims.

On October 19, 2023, Miami-Dade Schools PD contacted MSPD in reference to a possible delivery of drugs to a minor at a local park. CST Officer Christopher Quiroga (I.D. #0211) was assigned the case. The investigation revealed that a 35-year-old male was attempting to exchange vape cartridges for oral sex with an 11-year-old female that attends a local Middle School. The subject had spent several days grooming the juvenile and at one point, even tried to lure her into his car. The subject was arrested on October 25<sup>th</sup> when he coordinated a meeting

with what he thought was still the 11-year-old to have oral sex. He was charged with multiple Sex and Narcotics related felonies.

While elements of the MSPD Patrol Division did provide assistance on some of the investigations, the members of the Detective Bureau and the Crime Suppression Team assisted each other on every one of the investigations that led to the 22 arrests. Each investigator in the Division demonstrates an amazing dedication not just to their investigations but to each other. This is evident not just in the quality of their work but also in the great pride with which they accomplish it.

The teamwork and professionalism exhibited by the Investigations Division are noteworthy both in effectiveness and consistency. They are shining examples of what all Law Enforcement units should strive to be. As such, I respectfully request that the entire Investigations Division (both the Detective Bureau and the Crime Suppression Team) be considered for the Unit Citation Award. I also request that a copy of this letter be placed in Detective Barrios' personnel file.

Date: 10/31/2023

**Distribution:**

Employee Personnel File  
Employee (Original)  
Bulletin Board  
City Manager

Recommended by: Lt. Frank Perez

Sergeant: \_\_\_\_\_

Lieutenant: \_\_\_\_\_

Captain: \_\_\_\_\_

Chief of Police: \_\_\_\_\_ 11/1/2023



# UNIT CITATION AWARD



## MIAMI SPRINGS POLICE DEPARTMENT

Armando Guzman, Chief of Police



Awarded to: Jorge Pacheco I.D. # 0167

Classification: Detective Assignment: Investigations Division

*(If more space is needed, use additional pages)*

Over the past five weeks, the Investigations Division (both the Detective Bureau and the Crime Suppression Team) executed 22 arrests which included 41 felony charges and 15 misdemeanor charges. Some of the most notable of the investigations include:

On September 29, 2023, a road rage incident occurred during which the subject swung a machete at the victim's head with full force. As the subject swung the machete, the victim leaned back as far and as fast as he could. Even so, the machete struck him in the left side of his face. Detective Jorge Pacheco (I.D. #0167) was assigned the case. Before the end of the day, the subject was identified, located, arrested, and Detective Pacheco was able to elicit a full confession.

On October 2, 2023, Detective Robert Barrios (I.D. #0139) was able to arrest the subject of an Aggravated Battery that occurred when the subject attacked a McDonald's employee and caused serious burns on her right arm and chest before fleeing the scene. Detective Barrios was able to convince the subject to surrender himself and provide a full confession.

On October 18, 2023, two subjects stole several packages of meat from a local market and then fled the scene on a stolen motorcycle. Before the end of the day, Detective Pacheco was able to identify, locate, and arrest both subjects as well as recover the stolen motorcycle.

Between October 19<sup>th</sup> and October 25<sup>th</sup>, CST Officer Fenicett Iribar (I.D. #0207) was able to charge three subjects with Human Trafficking as well as multiple prostitution and firearms related crimes in reference to two investigations of trafficking occurring at a hotel on NW 36 Street. These two investigations also led to the recovery of 2 adult victims and the 1-year old child of one of the victims.

On October 19, 2023, Miami-Dade Schools PD contacted MSPD in reference to a possible delivery of drugs to a minor at a local park. CST Officer Christopher Quiroga (I.D. #0211) was assigned the case. The investigation revealed that a 35-year-old male was attempting to exchange vape cartridges for oral sex with an 11-year-old female that attends a local Middle School. The subject had spent several days grooming the juvenile and at one point, even tried to lure her into his car. The subject was arrested on October 25<sup>th</sup> when he coordinated a meeting

with what he thought was still the 11-year-old to have oral sex. He was charged with multiple Sex and Narcotics related felonies.

While elements of the MSPD Patrol Division did provide assistance on some of the investigations, the members of the Detective Bureau and the Crime Suppression Team assisted each other on every one of the investigations that led to the 22 arrests. Each investigator in the Division demonstrates an amazing dedication not just to their investigations but to each other. This is evident not just in the quality of their work but also in the great pride with which they accomplish it.

The teamwork and professionalism exhibited by the Investigations Division are noteworthy both in effectiveness and consistency. They are shining examples of what all Law Enforcement units should strive to be. As such, I respectfully request that the entire Investigations Division (both the Detective Bureau and the Crime Suppression Team) be considered for the Unit Citation Award. I also request that a copy of this letter be placed in Detective Pacheco's personnel file.

Date: 10/31/2023

**Distribution:**

Employee Personnel File  
Employee (Original)  
Bulletin Board  
City Manager

Recommended by: Lt. Frank Perez

Sergeant: \_\_\_\_\_

Lieutenant: \_\_\_\_\_

Captain: \_\_\_\_\_

Chief of Police: Guillermo Hernandez 11/1/2023



# UNIT CITATION AWARD



## MIAMI SPRINGS POLICE DEPARTMENT

Armando Guzman, Chief of Police



Awarded to: Jason Hall I.D. # 0164

Classification: Detective Assignment: Investigations Division

*(If more space is needed, use additional pages)*

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On September 29, 2023, a road rage incident occurred during which the subject swung a machete at the victim's head with full force. As the subject swung the machete, the victim leaned back as far and as fast as he could. Even so, the machete struck him in the left side of his face. Detective Jorge Pacheco (I.D. #0167) was assigned the case. Before the end of the day, the subject was identified, located, arrested, and Detective Pacheco was able to elicit a full confession.

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Between October 19<sup>th</sup> and October 25<sup>th</sup>, CST Officer Fenicett Iribar (I.D. #0207) was able to charge three subjects with Human Trafficking as well as multiple prostitution and firearms related crimes in reference to two investigations of trafficking occurring at a hotel on NW 36 Street. These two investigations also led to the recovery of 2 adult victims and the 1-year old child of one of the victims.

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Date: 10/31/2023

**Distribution:**

Employee Personnel File  
Employee (Original)  
Bulletin Board  
City Manager

Recommended by:

Lt. Frank Perez

Sergeant:

Lieutenant:

Captain:

Chief of Police:

[Signature]

[Signature]

[Signature] 11/1/2023



# UNIT CITATION AWARD



## MIAMI SPRINGS POLICE DEPARTMENT

Armando Guzman, Chief of Police



Awarded to: Jacob Dweck I.D. # 0181

Classification: Detective Assignment: Investigations Division

*(If more space is needed, use additional pages)*

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On October 19, 2023, Miami-Dade Schools PD contacted MSPD in reference to a possible delivery of drugs to a minor at a local park. CST Officer Christopher Quiroga (I.D. #0211) was assigned the case. The investigation revealed that a 35-year-old male was attempting to exchange vape cartridges for oral sex with an 11-year-old female that attends a local Middle School. The subject had spent several days grooming the juvenile and at one point, even tried to lure her into his car. The subject was arrested on October 25<sup>th</sup> when he coordinated a meeting

with what he thought was still the 11-year-old to have oral sex. He was charged with multiple Sex and Narcotics related felonies.

While elements of the MSPD Patrol Division did provide assistance on some of the investigations, the members of the Detective Bureau and the Crime Suppression Team assisted each other on every one of the investigations that led to the 22 arrests. Each investigator in the Division demonstrates an amazing dedication not just to their investigations but to each other. This is evident not just in the quality of their work but also in the great pride with which they accomplish it.

The teamwork and professionalism exhibited by the Investigations Division are noteworthy both in effectiveness and consistency. They are shining examples of what all Law Enforcement units should strive to be. As such, I respectfully request that the entire Investigations Division (both the Detective Bureau and the Crime Suppression Team) be considered for the Unit Citation Award. I also request that a copy of this letter be placed in Detective Dweck's personnel file.

Date: 10/31/2023

**Distribution:**

Employee Personnel File  
Employee (Original)  
Bulletin Board  
City Manager

Recommended by: Lt. Frank Perez

Sergeant: \_\_\_\_\_

Lieutenant: \_\_\_\_\_

Captain: \_\_\_\_\_

Chief of Police: James D. Thompson 11/1/2023



# UNIT CITATION AWARD



## MIAMI SPRINGS POLICE DEPARTMENT

Armando Guzman, Chief of Police



Awarded to: Fenicett Iribar I.D. # 0207

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

*(If more space is needed, use additional pages)*

Over the past five weeks, the Investigations Division (both the Detective Bureau and the Crime Suppression Team) executed 22 arrests which included 41 felony charges and 15 misdemeanor charges. Some of the most notable of the investigations include:

On September 29, 2023, a road rage incident occurred during which the subject swung a machete at the victim's head with full force. As the subject swung the machete, the victim leaned back as far and as fast as he could. Even so, the machete struck him in the left side of his face. Detective Jorge Pacheco (I.D. #0167) was assigned the case. Before the end of the day, the subject was identified, located, arrested, and Detective Pacheco was able to elicit a full confession.

On October 2, 2023, Detective Robert Barrios (I.D. #0139) was able to arrest the subject of an Aggravated Battery that occurred when the subject attacked a McDonald's employee and caused serious burns on her right arm and chest before fleeing the scene. Detective Barrios was able to convince the subject to surrender himself and provide a full confession.

On October 18, 2023, two subjects stole several packages of meat from a local market and then fled the scene on a stolen motorcycle. Before the end of the day, Detective Pacheco was able to identify, locate, and arrest both subjects as well as recover the stolen motorcycle.

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On October 19, 2023, Miami-Dade Schools PD contacted MSPD in reference to a possible delivery of drugs to a minor at a local park. CST Officer Christopher Quiroga (I.D. #0211) was assigned the case. The investigation revealed that a 35-year-old male was attempting to exchange vape cartridges for oral sex with an 11-year-old female that attends a local Middle School. The subject had spent several days grooming the juvenile and at one point, even tried to lure her into his car. The subject was arrested on October 25<sup>th</sup> when he coordinated a meeting

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While elements of the MSPD Patrol Division did provide assistance on some of the investigations, the members of the Detective Bureau and the Crime Suppression Team assisted each other on every one of the investigations that led to the 22 arrests. Each investigator in the Division demonstrates an amazing dedication not just to their investigations but to each other. This is evident not just in the quality of their work but also in the great pride with which they accomplish it.

The teamwork and professionalism exhibited by the Investigations Division are noteworthy both in effectiveness and consistency. They are shining examples of what all Law Enforcement units should strive to be. As such, I respectfully request that the entire Investigations Division (both the Detective Bureau and the Crime Suppression Team) be considered for the Unit Citation Award. I also request that a copy of this letter be placed in CST Officer Iribar's personnel file.

Date: 10/31/2023

**Distribution:**

Employee Personnel File  
Employee (Original)  
Bulletin Board  
City Manager

Recommended by:

Lt. Frank Perez

Sergeant:

Lieutenant:

Captain:

Chief of Police:

[Signature]  
[Signature]  
[Signature]  
[Signature] 11/1/2023



# UNIT CITATION AWARD



## MIAMI SPRINGS POLICE DEPARTMENT

Armando Guzman, Chief of Police



Awarded to: Christopher Quiroga I.D. # 0211

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

*(If more space is needed, use additional pages)*

Over the past five weeks, the Investigations Division (both the Detective Bureau and the Crime Suppression Team) executed 22 arrests which included 41 felony charges and 15 misdemeanor charges. Some of the most notable of the investigations include:

On September 29, 2023, a road rage incident occurred during which the subject swung a machete at the victim's head with full force. As the subject swung the machete, the victim leaned back as far and as fast as he could. Even so, the machete struck him in the left side of his face. Detective Jorge Pacheco (I.D. #0167) was assigned the case. Before the end of the day, the subject was identified, located, arrested, and Detective Pacheco was able to elicit a full confession.

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The teamwork and professionalism exhibited by the Investigations Division are noteworthy both in effectiveness and consistency. They are shining examples of what all Law Enforcement units should strive to be. As such, I respectfully request that the entire Investigations Division (both the Detective Bureau and the Crime Suppression Team) be considered for the Unit Citation Award. I also request that a copy of this letter be placed in CST Officer Quiroga's personnel file.

Date: 10/31/2023

**Distribution:**

Employee Personnel File  
Employee (Original)  
Bulletin Board  
City Manager

Recommended by: Lt. Frank Perez

Sergeant: \_\_\_\_\_

Lieutenant: \_\_\_\_\_

Captain: \_\_\_\_\_

Chief of Police: Armando Quiroga 11/1/2023





**City of Miami Springs, Florida**  
City Council Workshop Meeting Minutes  
Monday, October 23, 2023, 5:00 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 5:00 p.m.

Present were the following:

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

City Manager Juan Carlos "JC" Jimenez  
City Clerk Erika Gonzalez-Santamaria  
Assistant City Manager Tammy Romero  
City Attorney Roger Pou  
City Planner Alex David  
City Planner Silvia Vargas

- 2. Pledge of Allegiance/Salute to the Flag:** Led by the audience.

- 3. Discussion on the Gateway Ordinance**

City Manager JC Jimenez provided some background information on the current Gateway Ordinance for consideration at the Council meeting following the workshop. He proceeded to explain that a more comprehensive Gateway ordinance will be proposed at the beginning of the year to address any concerns and provide clarifications in the ordinance. Mayor Mitchell explained that since this is a workshop, typically there is no public comment, but indicated that she will open up the workshop at this time for the public to speak. There were no speakers at this time.

City Attorney Haydee Sera stated the historical changes made throughout the various times the Gateway ordinance has undergone changes. She presented the current second reading ordinance and an alternate version of the ordinance highlighting several changes to the permitted uses in the overlay.

City Council determined with general consensus, that the alternate version of the Gateway Ordinance is acceptable for consideration at the Council meeting following the workshop.

#### **4. Adjourn**

There being no further business to be discussed the meeting was adjourned at 5:35 p.m.

*Respectfully submitted:*

Erika Gonzalez-Santamaria, MMC  
*City Clerk*

*Adopted by the City Council on  
this 13th day of November, 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

Monday, October 23, 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 Jacky Bravo

Councilman Jorge Santin

Councilman Walter Fajet, Ph.D.

Councilman Victor Vazquez. Ph.D.

City Manager JC Jimenez

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

City Attorney Roger Pou (via Zoom)

City Planner Alex David

- 2. Invocation:** Offered by Vice Mayor Jacky Bravo  
**Pledge of Allegiance:** The audience led in the pledge.

- 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

**Mr. Rob Gordon presented the Mayor, City Council, and Recreation Director Omar Luna with an award thanking them for the years of support for the robotic building competition community, on behalf of Bots for All.**

B) Proclamation Presentation to PFC Bruce W. Carter MOH Young Marines Executive Officer, Romina Tripichio for Red Ribbon Week (October 23<sup>rd</sup> – October 31<sup>st</sup>)

**Mayor Mitchell requested that Councilman Vazquez read the proclamation. Mayor Mitchell and City Council presented the troops and Ms. Tripichio the proclamation for Red Ribbon Week.**

C) Announcing the City Hall Lobby Artist of the Month for October 2023 - Isabella Benitez

**Mayor Mitchell announced the City Hall Lobby Artist of the Month, Ms. Isabella Benitez. Mayor Mitchell presented Ms. Benitez a certificate of recognition for her talent in artwork.**

**5. Open Forum: The following members of the public addressed the City Council: Alberto Gomez, 1985 Westward Drive.**

**6. Approval of Council Minutes:**

A) October 9, 2023 – Regular Meeting

**Vice Mayor Bravo moved to approve the minutes of October 9, 2023 Regular Meeting. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Santin, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.**

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

**8. Public Hearings:**

A) **Ordinance – Second Reading** – An Ordinance Of The City Of Miami Springs, Florida, Approving A Small-Scale Amendment To The City's Comprehensive Plan, Changing The Future Land Use Map Designation From "Religious Institution" To "Single Family Residential" Of A Certain ±0.22 Acre Parcel Of Land Located At The Intersection Of Esplanade Drive And Hibiscus Drive At Hypothetical 425 Esplanade Drive (Folio No. 05-3119-020-0015); Providing For Authorization; Providing For Transmittal; And Providing For An Effective Date

**City Attorney Haydee Sera read the Ordinance by title. City Planner, Alex David of CGA was available to address the City Council's question. Javier Vazquez, representing the applicant was available to address any questions from the City Council. The Mayor opened the public hearing, there were no speakers at this time. The Mayor closed the public hearing.**

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

B) **Ordinance – Second Reading** – An Ordinance Of The City Of Miami Springs, Florida, Approving A Rezoning From P-2 Church Use To R-1B Single Family Residential Of A Certain ±0.22 Acre Parcel Of Land Located At The Intersection Of Esplanade Drive And Hibiscus Drive At Hypothetical 425 Esplanade Drive (Folio No. 05-3119-020-0015); Providing

For Authorization; And Providing For An Effective Date

**City Attorney Haydee Sera read the Ordinance by title. City Planner, Alex David of CGA addressed the City Council. Javier Vazquez, representing the applicant, addressed the City Council. The Mayor opened the public hearing, there were no speakers at this time. The Mayor closed the public hearing.**

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

**C) Ordinance – Second Reading – An Ordinance Of The City Of Miami Springs, Florida, Amending Section 150-070.1, “Miami Springs Gateway Overlay District” Within Article VII, “Business District” Of Chapter 150, “Zoning Code,” Of The City’s Code Of Ordinances To Amend The List Of Uses Permitted On First Floor Levels Along Road Rights-Of-Way; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date**

**City Attorney Haydee Sera read the Ordinance by title. The Mayor opened the public hearing, Frank Espinosa, addressed the Council. The Mayor closed the public hearing.**

**Councilman Fajet moved to approve the alternate Ordinance with the amendment of changing the square footage on line 91 from 2,000 to 2,500 square feet. Councilman Vazquez seconded the motion. The motion carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Santin, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.**

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

**A) Resolution – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Local Printing Publication Services From The River Cities Gazette, Inc. In An Amount Not To Exceed Budgeted Funds; Providing For Authorization; And Providing For An Effective Date**

**B) Resolution – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Taser 10 Bundles And Related Training And Software Services From Axon Enterprise, Inc. In An Amount Not To Exceed \$199,800; Providing For Authorization; Providing For Implementation; Authorizing The Sale Or Disposition Of Surplus Property; And Providing For An Effective Date**

**C) Resolution – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of One 2023 Dodge Charger Police RWD V8 Vehicle From Garber Ford, Inc. In An Amount Not To Exceed \$46,792.00 Utilizing The Terms And Conditions Of The Florida Sheriffs Association Contract No. Fsa23-Vel 31.0 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**

D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Selection Of Ae Engineering, Inc. For Construction Engineering And Inspection (CEI) Services For The Oakwood Drive And East Drive Stormwater And Roadway Improvement Project Pursuant To Request For Qualifications No. 06-22/23; Authorizing The City Manager To Enter Into An Agreement With The Consultant Relating To The Same In An Amount Not To Exceed \$569,547; And Providing For An Effective Date

E) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Roadway Construction, LLC For Construction Of The Oakwood Drive And East Drive Stormwater And Roadway Improvement Project Pursuant To Invitation To Bid (ITB) No. 08-22/23; Authorizing Negotiation And Execution Of A Construction Contract In An Amount Not To Exceed \$5,749,419.84; And Providing For An Effective Date

F) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Providing For The First Budget Amendment To The Fiscal Year 2023-2024 General Fund, Special Revenue, And Capital Projects Fund Budgets By Re-Appropriating Reserved Fund Balances To Fund Open Encumbrances Through September 30, 2023; And Providing For An Effective Date

G) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving Amendment No. 1 To The Professional Services Agreement With Caballero Fierman Llerena & Garcia, LLP For The City's Annual Financial Audit Services; Providing For Authorization; And Providing For An Effective Date

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

**10. Old Business: None at this time.**

**11. New Business: None at this time.**

**12. Other Business:**

A) Request to Cancel the second meetings in November (November 27<sup>th</sup>) and December (December 26<sup>th</sup>)

**Vice Mayor Bravo moved to approve the request to cancel the second meetings in November and December. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Santin, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.**

B) Update on FDOT October 30th (In-Person/Virtual) Public Meeting at Miami Springs Aquatic Center regarding FDOT NW 36th Street and NW 67th Ave projects

**Mayor Mitchell announced that next week FDOT will host an important public meeting in reference to the NW 36<sup>th</sup> Street and NW 67<sup>th</sup> Street projects that will negatively affect the City of Miami Springs. She encouraged the public to attend and participate in the meeting through virtual attendance at noon or in-person starting at 6:00 p.m. the same day.**

**13. Reports & Recommendations:**

A) City Attorney

**City Attorney Haydee Sera had no report at this time.**

B) City Manager

**City Manager JC Jimenez stated that the Tennis Center program contract will be reviewed and possibly prepared as a bid in the future. He stated that there is a tentative FOP agreement coming back for formal approval at a future Council meeting. He informed Council that he will be reaching out to each of them to go over next year's legislative priorities for the upcoming legislative session. Assistant City Manager Tammy Romero provided a list of upcoming City events and stated more information on City events are on the City's official website.**

C) City Council

**Vice Mayor Bravo had no report at this time.**

**Councilman Santin announced that the Rotary Club is looking to organize a celebration for the Golf Course's grand re-opening which coincides with the golf's 100<sup>th</sup> birthday.**

**Councilman Fajet stated that he is glad to have done something with the Gateway Overlay Ordinance and looks forward to reviewing the entire Ordinance in the future.**

**Councilman Vazquez announced that the War Memorial renovation project is set to have its groundbreaking ceremony on November 11<sup>th</sup> immediately following the Veterans Day Ceremony.**

**Mayor Mitchell stated that she will be hosting a meeting with Miami Springs Hotels on October 25<sup>th</sup> along with the City Manager and Police Chief. She stated that the purpose of the meeting is for the hotels and the City to work together in improving the image of the area of NW 36<sup>th</sup> Street and Abraham Tract. She said that she will report back on the outcome of the meeting and keep everyone posted on the matter.**

## 14. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:02 p.m.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 13th day of November, 2023.*

---

*Maria Puente Mitchell, Mayor*

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# AGENDA MEMORANDUM

**Meeting Date:** November 13<sup>th</sup>, 2023

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

**Via:** JC Jimenez, City Manager

**From:** Tammy Romero, Assistant City Manager

**Subject:** MetroPCS (T-Mobile) site 6MD1642M located at 71 Hook Square

---

**RECOMMENDATION:** Recommendation that Council authorize the execution of the First Amendment to Ground Lease Agreement between the City and MetroPCS Florida, LLC.

**DISCUSSION:** In 1998, Code of Ordinance No. 850-98, established procedures and guidelines for wireless telecommunication towers and antennas within the boundaries of Miami Springs. Crown Castle Inc (CCI) is the provider and acting agent for our wireless communication tower on Hook Square. They own, manage, and lease the tower. As a result of this ordinance, Crown Castle has brought to the City carrier's such as Sprint Spectrum, LP (SSLP), who in 2002 entered into an their most recent agreement with the City, for Ground Lease space and flagpole antenna leases which is due to expire in March of 2041. Sprint current pays the City approx. \$95,000 with 4% escalations annually.

In December 2004 the City entered into a Ground Lease Agreement with MetroPCS Florida, LLC (T-Mobile USA, Inc.) for the purpose of installing, operating and maintaining a radio communications facility and other improvements to the site located at 71 Hook Square. The term of the contract commenced on December 8th, 2004 for 10 years with two (2) successive five (5) years options to renew. Both the initial terms and the renewal options have been exhausted and therefore the lease is due to expire in December of this year - 2023.

Due to the recent Metro PCS (T-Mobile) and Sprint merger, both companies are collectively evaluating their entire network, retaining the best sites including those that align with the market trends and/or rent. As a result, Metro PCS (T-Mobile) has expressed their interest in continuing its partnership with the City, as a straight renewal with no changes, as they intend to invest in new 5G and FirstNet technology and have made a commitment to invest a significant amount of capital improvements into their network.

With the assistance of the attorney, staff has negotiated an agreement favorable to the City. MetroPCS shall pay the City of Miami Springs Thirteen Thousand One Hundred Forty-Six and 68/100 Dollars (\$13,146.68) annually, as base rent and the base rent will continue to escalate by 4% on December 8, 2024 and each anniversary thereafter. At the expiration of the Agreement, the term of the Agreement will automatically be extended for four (4) additional and successive five (5) year terms.

At the June 12th, 2023 meeting, Council requested that staff defer this item in order to look further into the competitiveness of our tower versus' others countywide. After communication back and forth with the carrier it was determined that since Metro PCS is a ground only lease space and is not the assigned provider for the tower, they are considered to be sub-carriers (aka co-locators) to the tower. Per the executed agreement with SSLP, the base rent for any "Co-location" is \$5,000.00 annually for each co-locator. Since Metro has been leasing this space since 2004, and this First Amendment Lease Agreement was intended to extend the contract term with no additional changes from the original contract, the monies the City is entitled to receive is \$13,146.68 annually (in year one) with rent increases each year thereafter by 4%. In FY 2022/2023 the city received \$12,641.10 in rental payment. It was expressed to me that if the City does not wish to move forward with the amendment as presented tonight, Metro will begin inquiring about relocation options elsewhere.

**RESOLUTION NO. 2023-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A FIRST AMENDMENT TO A GROUND LEASE AGREEMENT WITH METROPCS, FLORIDA, LLC, TO EXTEND THE TERM OF AGREEMENT AND INCREASE THE BASE RENT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) owns the property located at 71 Hook Square, Miami Springs, Florida 33166 (the “Property”); and

**WHEREAS**, on December 8, 2003, the City entered into a ground lease agreement (the “Agreement”) with MetroPCS, Florida, LLC (“T-Mobile”) for the installation, operation, and maintenance of a radio communications facility on the Property; and

**WHEREAS**, the City and T-Mobile have mutually agreed to modify the terms of the Agreement in accordance with the terms and conditions set forth in the First Amendment to the Agreement attached hereto as Exhibit “A” (the “First Amendment”); and

**WHEREAS**, the First Amendment is, among other things, intended to provide for a new term, beginning upon the effective date, which will automatically extend for four (4) additional and successive five (5) year terms; and

**WHEREAS**, upon the commencement of the first renewal term, T-Mobile shall pay the City a base rent of \$1,053.42 per month, thereafter, the base rent shall be paid to the City annually with an increase of 4% beginning on December 8, 2024, and will continue to escalate each anniversary thereafter; 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.** That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Approval.** That the City Council hereby approves the First Amendment of 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 12th day of June, 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

**FIRST AMENDMENT TO GROUND LEASE AGREEMENT**

This First Amendment to Ground Lease Agreement (the **"First Amendment"**) is effective as of the last signature below (the **"Effective Date"**), by and between City of Miami Springs, a Florida municipal corporation (**"City"**), and MetroPCS Florida, LLC, a Delaware limited liability company (**"Metro"**) (each a **"Party"**, or collectively, the **"Parties"**).

City and Metro (or their predecessors-in-interest) entered into that certain Ground Lease Agreement dated December 8, 2003 (the **"Agreement"**) regarding the leased premises (**"Premises"**) located at 71 Hook Square, Miami Springs, FL 33166 (the **"Property"**).

For good and valuable consideration, City and Metro agree as follows:

1. At the expiration of the Agreement, the term of the Agreement will automatically be extended for four (4) additional and successive five (5) year terms, provided that Metro may elect not to renew by providing City at least ninety (90) days' notice prior to the expiration of the then current term.
2. At the commencement of the first renewal term provided for in this First Amendment, Metro shall pay City One Thousand Fifty-Three and 42/100 Dollars (\$1,053.42) per month as Base Rent, partial calendar months to be prorated in advance, by the fifth (5<sup>th</sup>) day of each calendar month. Thereafter, the Base Rent shall be paid to City annually. Notwithstanding anything to the contrary in the Agreement, the Base Rent will continue to escalate by 4% on December 8, 2024 and each anniversary thereafter.
3. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. City or Metro may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Metro:

T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Lease Compliance/ 6MD1642M

If to City:

City of Miami Springs  
201 Westward Dr.  
Miami Springs, Florida 33166  
Attn: City Manager

4. Metro and City will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
5. City will execute a Memorandum of Agreement at Metro's request. If the Property is encumbered by a deed, mortgage or other security interest, City will also execute a subordination, non-disturbance and attornment agreement.
6. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Agreement, the terms and provisions of this First Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.
7. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of First Amendment will legally bind the Parties to the same extent as originals.
8. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment. City represents and warrants to Metro that the consent or approval of a third party has either been obtained or is not required with respect to the execution of First Amendment.
9. This First Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS, the Parties execute this First Amendment as of the Effective Date.

**City:**

**City of Miami Springs, a Florida Municipal corporation**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Metro:**

**MetroPCS Florida, LLC, a Delaware limited liability company**

By: 

Print Name: Bill Lam

Title: Manager

Date: 5/31/2023



TMO Signatory Level: L08,SL08



# AGENDA MEMORANDUM

**Meeting Date:** October 23, 2023

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

**Via:** JC Jimenez, City Manager

**From:** Tammy Romero, Assistant City Manager

**Subject:** Verizon Wireless Site # 708141 Lessee Site ID: Crown 878268 / 5000892498 located at 25 Hook Square

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**RECOMMENDATION:** Recommendation that Council authorize the execution of the Land Lease Agreement between the City and Verizon Wireless.

**DISCUSSION:** In 1998 per City Ordinance 850-98 the City entered into a Ground and Flagpole Lease Agreement with Sprint Spectrum L.P. for the purpose of providing the requirements and standards to permit the Hook Square site with wireless telecommunication towers and antennas within municipal boundaries, as well as encouraging co-location and shared use with other new telecommunication facilities in the future.

The original Ground and Flagpole Lease Agreement with Sprint started in March 2001 and had an initial term of 10 years. It included two consecutive options to renew for five years each. The starting base rent for the first year was \$5,000.00, with a 4% annual increase in subsequent years. Additionally, there was a Co-location base fee of \$5,000.00, also subject to a 4% annual increase, in addition to the base rent. On September 29th, 2015, a First Amendment was proposed to modify the terms of this agreement. The aim was to extend the agreement beyond its original term, which was set to expire in March 2021. This amendment included an automatic renewal provision for an additional four 5-year terms, which would extend the agreement until March 2041. As of now, the City currently receives an annual payment of approximately \$95,000, with subsequent years seeing a 4% increase until 2041.

Currently, there is one additional ground and co-location flagpole lease which were signed with Metro PCS in December 2003, and these agreements are set to conclude in December 2023. There will be a separate matter presented to you for your consideration regarding the Metro PCS contract with an annual payment of approximately \$13,146.68, which is also inclusive of the annual 4% increases on its anniversary date.

Following the Metro PCS agreement, Verizon Wireless has expressed interest in leasing both ground and flagpole space at the Hook Square site. With the assistance of our attorney's, a Land Lease Agreement that benefits the City has been successfully negotiated. Once the agreement is finalized, Verizon Wireless will make an annual payment of \$15,000.00 or the ground lease component and this sum will be paid in equal monthly installments as base rent. As in the case of the Sprint and Metro leases, this agreement will also include a 4% annual increase to the base rent on each anniversary of the agreement. The terms of this Agreement will have a duration of 10 years, with the option to renew for three additional 5-year terms, ultimately expiring in 2048. A separate agreement for the flagpole lease will be presented at a later date.

**FISCAL IMPACT:** None, as the City will begin receiving \$15,000.00 annually (in year one) and rent will increase each year thereafter by 4%.

**Submission Date and Time:** 10/10/2023 2:03 PM

**RESOLUTION NO. 2023-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A LAND LEASE AGREEMENT AND MEMORANDUM OF LAND LEASE AGREEMENT WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS RELATING TO THE INSTALLATION, MAINTENANCE, AND OPERATION OF COMMUNICATIONS EQUIPMENT UPON THE PROPERTY LOCATED AT 25 S HOOK SQUARE, MIAMI SPRINGS, FLORIDA 33166; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) owns the property located at 25 S Hook Square, Miami Springs, Florida 33166 (the “Property”); and

**WHEREAS**, there is an existing telecommunication tower located upon the Property; and

**WHEREAS**, the City and Cellco Partnership d/b/a Verizon Wireless (“Verizon”) wish to enter into a lease agreement for the installation, maintenance, and operation of communications equipment (the “Equipment”) upon the Property; and

**WHEREAS**, the City Manager has negotiated the Land Lease Agreement and Memorandum of Land Lease Agreement with Verizon (collectively, the “Agreements”) attached hereto as Exhibit “A”; and

**WHEREAS**, the City Council desires to approve the Agreements with Verizon; and

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

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

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

**Section 2. Approval.** That the City Council hereby approves the Agreements attached hereto as Exhibit “A” with Verizon.



**Section 3. Authorization.** That The City Council hereby authorizes the City Manager to execute the Agreements, 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 and the Agreement.

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

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

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

PASSED AND ADOPTED this 13<sup>th</sup> day of November, 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

## LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Miami Springs, a Florida municipal corporation, with an address of 201 Westward Drive, Miami Springs, Florida 33166, hereinafter designated LESSOR, and Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that certain real property owned, leased or controlled by LESSOR and located at 25 S Hook Square, Miami Springs, Florida 33166 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" is a portion of the Property containing approximately 448 square feet, and it is shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises; said survey shall then become Exhibit "C", which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "B". Cost for such survey shall be borne by LESSEE.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 10 years beginning on the first day of the month immediately following the date upon which LESSEE begins installation of LESSEE's communications equipment (the "Commencement Date"). The Parties agree to acknowledge the Commencement Date in writing.

3. EXTENSIONS. This Agreement shall automatically be extended for 3 additional 5-year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a) Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$15,000.00 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 201 Westward Drive, Miami Springs, Florida 33166 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment(s) may not actually be sent by LESSEE until up to 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b) For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE may not deliver rental payments for up to 90 days after the requested documentation has been received by LESSEE.

(c) Commencing on the first anniversary of the Commencement Date and on each anniversary thereafter during the Term (including all extension terms described in Paragraph 3 above), annual rent shall increase by an amount equal to 4% of the annual rent due for the immediately preceding lease year.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purposes of installation, operation and maintenance of LESSEE's communications equipment over or along a 15-foot-wide right-of-way ("Easement"), which is depicted on Exhibit "B". LESSEE may also use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services (collectively, the "Support Services"). In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install additional, or to upgrade the existing, Support Services on, through, over and/or under the Property, provided the location of such additional or upgraded Support Services shall be approved by LESSOR, such approval not to be unreasonably withheld, conditioned, or delayed. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises is (a) in compliance with all Laws and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. SEPARATE FLAGPOLE LEASE. LESSOR hereby consents to LESSEE executing a separate agreement with Crown Castle USA (or its principal, affiliate, or a subsidiary of its principal) ("Crown"), pursuant to which LESSEE will have the right to install and operate certain communications equipment on a flagpole located on the Property (the "Flagpole Lease"). LESSOR acknowledges that this Agreement is contingent upon LESSEE executing the Flagpole Lease. Further, if at any time during the term of this Agreement, the Flagpole Lease is terminated, LESSOR agrees that LESSEE shall have the right to terminate this Agreement upon 30 days' prior written notice to LESSOR.

8. IMPROVEMENTS. All improvements, utilities, equipment, antennae, and conduits installed pursuant to this Agreement and the Flagpole Lease shall be at LESSEE's expense, and their installation shall be at the discretion and option of LESSEE. During the Term, LESSEE shall have the right, without consent from, but upon notice to, LESSOR, to replace, repair, augment, add or otherwise modify its utilities, equipment, antennae and/or conduits or any portion thereof, and the technologies and/or frequencies over which the equipment operates.

9. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively, the "Government Approvals") that may be required

by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

10. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR: (a) if any applications for such Government Approvals should be finally rejected; (b) if any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (c) if LESSEE determines that such Government Approvals may not be obtained in a timely manner; (d) if LESSEE determines any structural analysis is unsatisfactory; (e) if LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (f) with 3 months' prior notice to LESSOR, upon the anniversary of the Commencement Date; or (g) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion. Notwithstanding anything contained herein to the contrary, if LESSEE terminates this Agreement within 3 months of the Effective Date, LESSEE shall pay a one-time termination fee to LESSOR in the amount of \$7,500.00.

11. INDEMNIFICATION. Subject to Paragraph 12, each Party shall indemnify and hold harmless the other Party against (a) any and all claims of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (b) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. Where a claim is the result of the concurrent acts of the Parties, each Party shall be liable under this Paragraph 11 to the extent of its fault or liability therefor. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this Paragraph 11. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

12. INSURANCE. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits of \$2,000,000 for bodily injury (including death) and property damage each occurrence. The Parties agree to include the other Party as an additional insured as their interests may appear under this Agreement. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties, and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

13. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 11 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

14. INTERFERENCE.

(a) LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b) Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at 800-621-2622) or to LESSOR (at 305-805-5011), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c) The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

15. REMOVAL AT END OF TERM. Upon expiration or within 90 days of any earlier termination of this Agreement, LESSEE shall remove LESSEE's communications equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent in accordance with Paragraph 16.

16. HOLDOVER. If LESSEE holds over after the expiration or earlier termination of the Term, then this Agreement shall continue on a month-to-month basis at the then existing monthly rental rate until the removal of the communications equipment is completed.

17. RIGHTS UPON SALE. Should LESSOR at any time during the Term decide to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, if the third party agrees in such legal instrument to undertake all of LESSOR's obligations under this Agreement, LESSOR shall be released from

its obligations to LESSEE under this Agreement and LESSEE shall have the right to look to the third party for the full performance of this Agreement. Only in the event that such legal transfer document does not require said third party to undertake all of LESSOR's obligations under this Agreement shall LESSOR remain liable under this Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date, and covenants during the Term, that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to: (a) any entity in which the Party directly or indirectly holds an equity or similar interest; (b) any entity which directly or indirectly holds an equity or similar interest in the Party; or (c) any entity directly or indirectly under common control with the Party. In addition, LESSEE may assign this Agreement, without approval or consent of LESSOR, to (i) any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization or (ii) any person or entity that is in the business of owning, managing or operating communications facilities. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 14, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:	City of Miami Springs 201 Westward Drive Miami Springs, Florida 33166 Attn: City Manager
LESSEE:	Cellco Partnership d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. INTENTIONALLY OMITTED.

22. DEFAULT. It is a "Default" if: (a) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot

reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice (provided that such 90 days can be extended by mutual agreement of the Parties); or (b) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 14 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of Florida. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full amount due against all fees due and owing to LESSOR under this Agreement until the full amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land

use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively, "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use).

28. TAXES. LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

29. NON-DISCLOSURE. Subject to Florida Sunshine and Public Records Regulation, the Parties agree (a) that this Agreement and any information exchanged between the Parties regarding the Agreement are confidential and (b) not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other (with the exception of their respective attorneys, accountants, and auditors) or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signatures appear on the following page.]



IN WITNESS WHEREOF, the Parties have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

City of Miami Springs, a Florida municipal corporation

By: \_\_\_\_\_

Name: William Alonso

Its: City Manager

Date: \_\_\_\_\_

**LESSEE:**

Cellco Partnership d/b/a Verizon Wireless

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

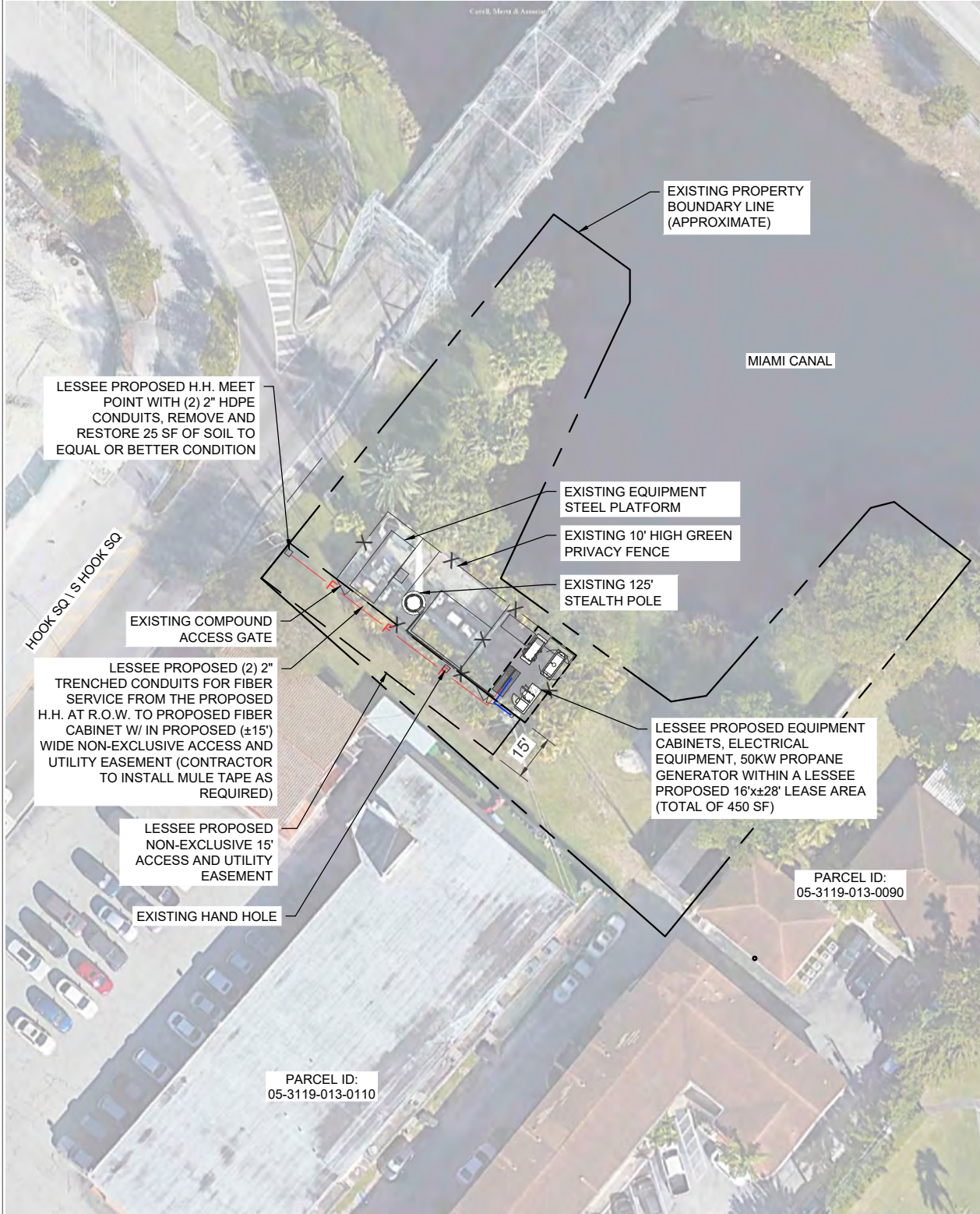
**DESCRIPTION OF PROPERTY**

All of Tract F, Block 86, of Revised Plat of Portion of Section 2 of COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 34, Page 40, of the Public Records of Miami-Dade County, Florida, LESS Lots 24, 25 and 26, Block 86, of Amended Plat of Subdivision of Blocks 86 – 92 of Section 2 COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 28, Page 19, of the Public Records of Miami-Dade County, Florida.

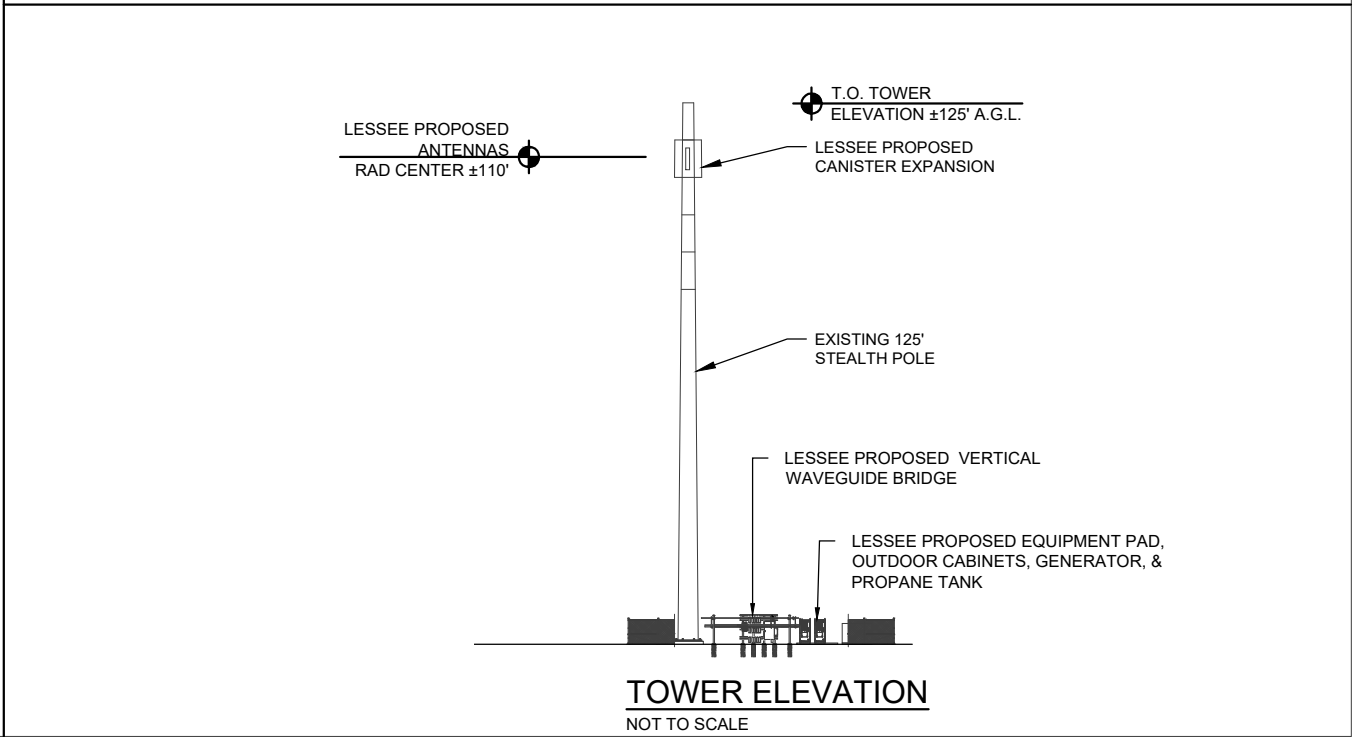
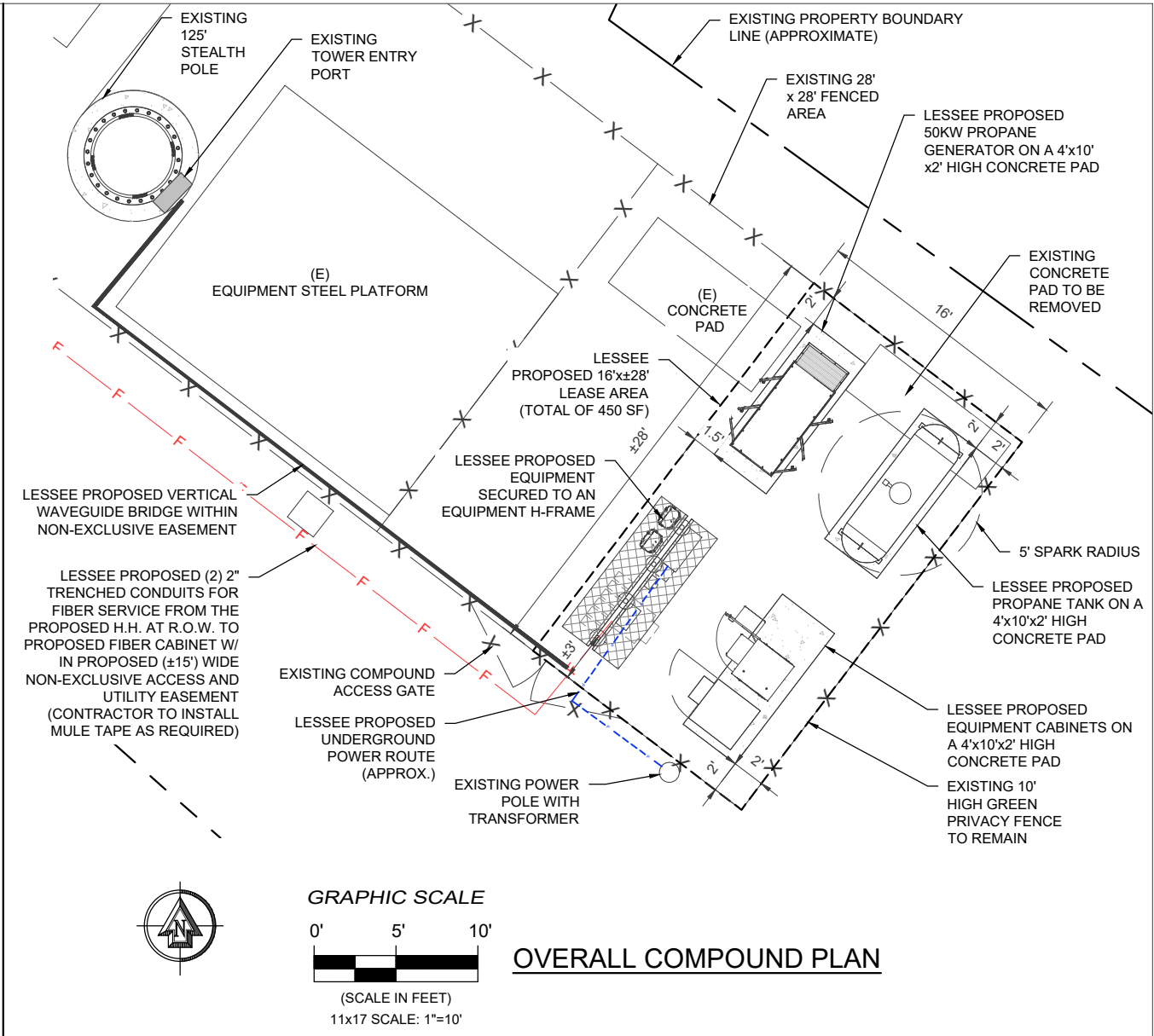
**EXHIBIT "B"**

**DEPICTION OF THE PREMISES AND EASEMENT**

[See attached.]



**AERIAL VIEW**  
11x17 SCALE: 1" = 50'



6505 N HIMES AVE  
TAMPA, FLORIDA 33614  
(770) 853-1233

DISCLAIMER:  
NO COPIES, REPRODUCTIONS, TRANSMISSIONS OR ELECTRONIC MANIPULATION  
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ARE FOR BUILDING DEPARTMENT REVIEW ONLY THEY ARE NOT TO BE  
CONSTRUED AS CONSTRUCTION DOCUMENTS UNTIL ALL BUILDING DEPARTMENT  
APPROVALS ARE OBTAINED.

PROFESSIONAL SEAL

PREPARED FOR

**verizon**

7701 E. TELECOM PKWY  
TEMPLE TERRACE, FLORIDA 33637

PROJECT INFORMATION

[SITE # 708141]  
CROWN 878268 MIAMI SPRINGS  
25 HOOK SQUARE  
MIAMI SPRINGS, FL 33166  
CBVR PROJECT #: VZW.191.22

ISSUED DATES

0	APPROVED LEASE EXHIBIT	10.26.22

SHEET NAME

LEASE EXHIBIT

SHEET NUMBER

LE-1

**EXHIBIT "C"**

**SURVEY**

[See attached 2 pages.]



LEGAL DESCRIPTION  
(AS PROVIDED BY CLIENT)

PARENT TRACT

ALL OF TRACT F, BLOCK 86, OF REVISED PLAT OF PORTION OF SECTION 2 OF COUNTRY CLUB ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGE 40, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS LOTS 24, 25 AND 26, BLOCK 86, OF AMENDED PLAT OF SUBDIVISION OF BLOCKS 86 - 92 OF SECTION 2 COUNTRY CLUB ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 19, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

OWNERSHIP AND ENCUMBRANCE REPORT CERTIFICATE NUMBER 47385 PLOTTABLE ITEMS

3 MEMORANDUM OF SITE LEASE BETWEEN CITY OF MIAMI SPRINGS, AND SPRINT SPECTRUM, L.P., A DELAWARE LIMITED PARTNERSHIP, DATED AUGUST 7, 2001, RECORDED SEPTEMBER 21, 2001, IN OFFICIAL RECORDS BOOK 19913, PAGE 2153, AS AMENDED BY MEMORANDUM OF FIRST AMENDMENT TO FLAGPOLE ANTENNA LEASE AGREEMENT BY AND BETWEEN CITY OF MIAMI SPRINGS, AND STC FIVE LLC, A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR-IN-INTEREST TO SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, DATED . SEPTEMBER 29, 2015, RECORDED OCTOBER 9, 2015, IN OFFICIAL RECORDS BOOK 29809, PAGE 4440, BOTH OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SHOWN HEREON

5 MEMORANDUM OF AGREEMENT BY AND BETWEEN SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, AND NEXTEL SOUTH CORP., A GEORGIA CORPORATION, DATED MARCH 19,2002, RECORDED MAY 3,2002, IN OFFICIAL RECORDS BOOK 20372, PAGE 3486, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SHOWN HEREON

6 MEMORANDUM OF LEASE AGREEMENT BY AND BETWEEN CITY OF MIAMI SPRINGS, AND METRO PCS CALIFORNIA/FLORIDA, INC., A FLORIDA CORPORATION, DATED JANUARY 7, 2004, RECORDED MARCH 15,2004, IN OFFICIAL RECORDS BOOK 22119, PAGE 2854, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SHOWN HEREON

7 MEMORANDUM OF MASTER CO-LOCATION SUBLEASE AGREEMENT BETWEEN SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, AND METROPCS CALIFORNIA/FLORIDA, INC., DATED JULY 28,2003, RECORDED AUGUST 10, 2004, IN OFFICIAL RECORDS BOOK 22560, PAGE 3892, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SHOWN HEREON

LEGAL DESCRIPTIONS  
(AS PREPARED BY SURVEYOR)

VERIZON WIRELESS  
15' ACCESS AND UTILITY EASEMENT

A PORTION OF SECTION 19, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EASTERLY MONUMENTED RIGHT OF WAY OF HOOK SQUARE AND THE MOST NORTHERLY CORNER OF LOT 26, BLOCK 86 OF AMENDED PLAT OF SUBDIVISION OF BLOCKS 86-92 OF SECTION 2 COUNTY CLUB ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, AT PAGE 19, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, SAID POINT BEING ON A CURVE CONCAVE TO THE WEST HAVING A RADIAL BEARING OF NORTH 50°54'44" WEST; THENCE, ALONG THE EASTERLY MONUMENTED RIGHT OF WAY OF HOOK SQUARE, NORTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 02°14'48" FOR AN ARC DISTANCE OF 4.71 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID EASTERLY MONUMENTED RIGHT OF WAY OF HOOKS SQUARE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 07°11'53" FOR AND ARC DISTANCE OF 15.08 FEET; THENCE, LEAVING SAID EASTERLY MONUMENTED RIGHT OF WAY OF HOOK SQUARE, SOUTH 51°23'53" EAST, A DISTANCE OF 109.17 FEET; THENCE SOUTH 38°36'07" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 51°23'53" WEST, A DISTANCE OF 107.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0373 ACRES OR 1625 SQUARE FEET, MORE OR LESS.

VERIZON WIRELESS  
16' X 28' LEASE PARCEL

A PORTION OF SECTION 19, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EASTERLY MONUMENTED RIGHT OF WAY OF HOOK SQUARE AND THE MOST NORTHERLY CORNER OF LOT 26, BLOCK 86 OF AMENDED PLAT OF SUBDIVISION OF BLOCKS 86-92 OF SECTION 2 COUNTY CLUB ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, AT PAGE 19, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, SAID POINT BEING ON A CURVE CONCAVE TO THE WEST HAVING A RADIAL BEARING OF NORTH 50°54'44" WEST; THENCE, ALONG THE EASTERLY MONUMENTED RIGHT OF WAY OF HOOK SQUARE, NORTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 02°14'48" FOR AN ARC DISTANCE OF 4.71 FEET; THENCE, CONTINUING ALONG SAID EASTERLY MONUMENTED RIGHT OF WAY OF HOOKS SQUARE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 07°11'53" FOR AND ARC DISTANCE OF 15.08 FEET; THENCE, LEAVING SAID EASTERLY MONUMENTED RIGHT OF WAY OF HOOK SQUARE, SOUTH 51°23'53" EAST, A DISTANCE OF 109.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 38°36'07" EAST, A DISTANCE OF 28.00 FEET; THENCE NORTH 51°23'53" WEST, A DISTANCE OF 16.00 FEET; THENCE SOUTH 38°36'07" WEST, A DISTANCE OF 28.00 FEET; THENCE SOUTH 51°23'53" EAST, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0103 ACRES OR 448 SQUARE FEET, MORE OR LESS.

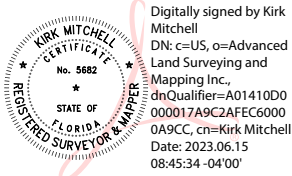


VICINITY MAP  
NEAR 25 HOOK SQUARE, MIAMI SPRINGS, FL 33166  
(NOT TO SCALE)

SURVEYOR'S NOTES

- THIS IS A BOUNDARY SURVEY OF THE VERIZON WIRELESS LEASE PARCEL. THE PARENT TRACT INFORMATION SHOWN HEREON IS FOR INFORMATIONAL PURPOSES ONLY.
- THE PROPOSED LEASE PARCEL DEPICTED HEREON LIES ENTIRELY WITHIN THE DESCRIBED PARENT TRACT.
- THE SURVEYOR HAS REVIEWED THE OWNERSHIP AND ENCUMBRANCE REPORT CERTIFICATE NUMBER 47385, ISSUED BY CHICAGO TITLE INSURANCE AGENCY, INC, DATED MAY 23, 2022. ALL PLOTTABLE MATTERS OF RECORD TITLE IDENTIFIED IN THAT REPORT THAT ARE PERTINENT TO THE VERIZON WIRELESS LEASE PARCEL AND ITS ACCESS AND UTILITY EASEMENT, IF APPLICABLE, HAVE BEEN SHOWN OR NOTED HEREON. THE SURVEYOR HAS RELIED SOLELY UPON THAT REPORT WITH RESPECT TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS. NO FURTHER RESEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THE SURVEYOR.
- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF LOT 26 BLOCK 86 AS SHOWN ON A BOUNDARY SURVEY BY WILLIAM, HATFIELD & STONER, INC, DATED OCTOBER 30, 2000 AS BEING NORTH 50°54'44" WEST.
- UNDERGROUND UTILITIES AND IMPROVEMENTS HAVE NOT BEEN LOCATED.
- PARENT TRACT INTERIOR IMPROVEMENTS HAVE NOT BEEN LOCATED.
- AFTER REVIEW OF FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 12086C0284L, DATED SEPTEMBER 11, 2009 THE PROPOSED LEASE PARCEL DEPICTED HEREON LIES IN ZONE "AH" (BASE FLOOD ELEVATION 7') AND ZONE "AE" (BASE FLOOD ELEVATION 7').
- (D) DENOTES DESCRIPTION;(F) DENOTES FIELD MEASURED;(P) DENOTES PLAT; (C) DENOTES CALCULATED.
- INCIDENTAL ELEVATIONS SHOWN HEREON ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988, IS TO THE THIRD ORDER OF ACCURACY, AND IS BASED ON MULTI FREQUENCY GNSS CORRECTIONS OBTAINED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN).
- ALL GEODETIC AND VERTICAL DATA, DEPICTED HEREON IS WITHIN THE 1A ACCURACY TOLERANCES AS SET FORTH BY THE F.A.A.
- SITE BENCHMARK IS A SQUARE CUT IN THE CONCRETE TOWER PAD ELEVATION = 5.64' N.A.V.D. 1988 AS DEPICTED HEREON. ALL ELEVATIONS SHOWN HEREON ARE ABOVE MEAN SEA LEVEL (A.M.S.L.).

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY KIRK BRIAN MITCHELL USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PERFORMED ON MAY 15, 2023, IS IN ACCORDANCE WITH THE TECHNICAL STANDARDS AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, STANDARDS OF PRACTICE PURSUANT TO SECTION 472.023, FLORIDA STATUTES AND WAS PREPARED UNDER MY RESPONSIBLE CHARGE.

CERTIFIED TO AND FOR THE EXCLUSIVE BENEFIT OF:  
VERIZON WIRELESS  
ITS AFFILIATES, SUBSIDIARIES AND LENDERS.

KIRK B.MITCHELL P.S.M. L.S.No.5682  
CERTIFICATE OF AUTHORIZATION No. L.B.6885 HARD COPIES NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DATE	DATE	BY	DESCRIPTION	BOUNDARY SURVEY PREPARED FOR VERIZON WIRELESS 708141 CROWN 878268 MIAMI SPRINGS A PORTION OF SECTION 19, TOWNSHIP 53 SOUTH, RANGE 41 EAST MIAMI-DADE COUNTY, FLORIDA	DRAWN S. PETRAROLI FIELD DATE MAY 15, 2023 FIELD BOOK PRINT SCALE NO SCALE PROJECT NO. X FILE NAME 708141 CROWN 878268 MIAMI SPRINGS.DWG SHEET 1 OF 2

**OWNERSHIP AND ENCUMBRANCE REPORT CERTIFICATE NUMBER 47385 PLOTTABLE ITEMS**

△ 3 MEMORANDUM OF SITE LEASE BETWEEN CITY OF MIAMI SPRINGS, AND SPRINT SPECTRUM, L.P., A DELAWARE LIMITED PARTNERSHIP, DATED AUGUST 7, 2001, RECORDED SEPTEMBER 21, 2001, IN OFFICIAL RECORDS BOOK 19913, PAGE 2153, AS AMENDED BY MEMORANDUM OF FIRST AMENDMENT TO FLAGPOLE ANTENNA LEASE AGREEMENT BY AND BETWEEN CITY OF MIAMI SPRINGS, AND STC FIVE LLC, A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR-IN-INTEREST TO SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, DATED . SEPTEMBER 29, 2015, RECORDED OCTOBER 9, 2015, IN OFFICIAL RECORDS BOOK 29809, PAGE 4440, BOTH OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

△ 5 MEMORANDUM OF AGREEMENT BY AND BETWEEN SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, AND NEXTEL SOUTH CORP., A GEORGIA CORPORATION, DATED MARCH 19, 2002, RECORDED MAY 3, 2002, IN OFFICIAL RECORDS BOOK 20372, PAGE 3486, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

△ 6 MEMORANDUM OF LEASE AGREEMENT BY AND BETWEEN CITY OF MIAMI SPRINGS, AND METRO PCS CALIFORNIA/FLORIDA, INC., A FLORIDA CORPORATION, DATED JANUARY 7, 2004, RECORDED MARCH 15, 2004, IN OFFICIAL RECORDS BOOK 22119, PAGE 2854, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

△ 7 MEMORANDUM OF MASTER CO-LOCATION SUBLEASE AGREEMENT BETWEEN SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, AND METROPCS CALIFORNIA/FLORIDA, INC., DATED JULY 28, 2003, RECORDED AUGUST 10, 2004, IN OFFICIAL RECORDS BOOK 22560, PAGE 3892, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

**HOOKS SQUARE**  
(PUBLIC RIGHT OF WAY)  
ASPHALT  
2' CURB AND GUTTER  
CONCRETE WALKWAY  
LIGHT POLE (TYPICAL)  
UNDERGROUND UTILITY BOX (TYPICAL)  
SIGN (TYPICAL)  
GUY ANCHOR (TYPICAL)

**POINT OF BEGINNING**  
15' VERIZON WIRELESS ACCESS AND UTILITY EASEMENT

**POINT OF COMMENCEMENT**  
15' VERIZON WIRELESS ACCESS AND UTILITY EASEMENT  
16' X 28' VERIZON WIRELESS LEASE PARCEL  
NORTHERLY CORNER LOT 26, BLOCK 86

EASTERLY MONUMENTED RIGHT OF WAY LINE

△ 3 SPRINT SPECTRUM UTILITY AND INGRESS/EGRESS EASEMENT

△ 6 METRO PCS LEASE PARCEL

NORTH LINE OF LOT 26, BLOCK 86

S 51°23'53" E  
N 51°23'53" W

GATE  
GENERATOR  
H-FRAME (TYPICAL)  
WAVE GUIDE BRIDGE (TYPICAL)  
EXISTING MONOPOLE PAD  
STEEL PLATFORM  
CONCRETE PAD  
L3  
L4  
L5  
109.17'(D)  
107.76'(D)

△ 5 NEXTEL LEASE PARCEL

CITY OF MIAMI SPRINGS  
FOLIO: 05-3119-013-0100  
PORTION OF TRACT F

16' X 28' VERIZON WIRELESS LEASE PARCEL

**POINT OF BEGINNING**  
16' X 28' VERIZON WIRELESS LEASE PARCEL

UTILITY POLE (TYPICAL)

15' VERIZON WIRELESS ACCESS AND UTILITY EASEMENT

FLAGLER PONCE DEVELOPMENT LLC  
FOLIO: 05-3119-013-0110  
LOT 26

CURVE DATA					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	120.00'	4.71'	4.70'	N 37°57'52" E	2°14'48"
C2	120.00'	15.08'	15.07'	N 33°14'32" E	7°11'53"

LINE DATA		
LINE	BEARING	DISTANCE
L1	S 38°36'07" W	15.00'
L2	N 38°36'07" E	28.00'
L3	N 51°23'53" W	16.00'
L4	S 38°36'07" W	28.00'
L5	S 51°23'53" E	16.00'

REVISED PLAT OF SECTION 2  
OF COUNTRY CLUB ESTATES 2  
PLAT BOOK 34 PAGE 40 & 5

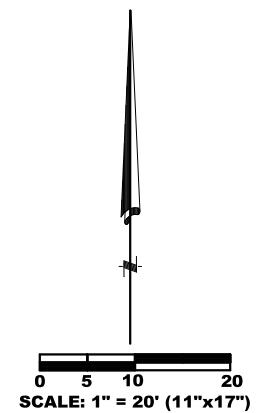
AMENDED PLAT OF SUBDIVISION  
OF BLOCKS 86 - 92 OF SECTION 2  
COUNTRY CLUB ESTATES  
PLAT BOOK 28 PAGE 19

3 MEMORANDUM OF SITE LEASE BETWEEN CITY OF MIAMI SPRINGS, AND SPRINT SPECTRUM, L.P., A DELAWARE LIMITED PARTNERSHIP, DATED AUGUST 7, 2001, RECORDED SEPTEMBER 21, 2001, IN OFFICIAL RECORDS BOOK 19913, PAGE 2153, AS AMENDED BY MEMORANDUM OF FIRST AMENDMENT TO FLAGPOLE ANTENNA LEASE AGREEMENT BY AND BETWEEN CITY OF MIAMI SPRINGS, AND STC FIVE LLC, A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR-IN-INTEREST TO SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, DATED . SEPTEMBER 29, 2015, RECORDED OCTOBER 9, 2015, IN OFFICIAL RECORDS BOOK 29809, PAGE 4440, BOTH OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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LINE DATA		
LINE	BEARING	DISTANCE
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L5	S 51°23'53" E	16.00'

CURVE DATA					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
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C2	120.00'	15.08'	15.07'	N 33°14'32" E	7°11'53"

DATE	DATE	BY	DESCRIPTION

**ADVANCED**  
**LAND SURVEYING**  
AND MAPPING, INC.  
BRIGHTWATERS DRIVE COCOA BEACH, FLORIDA  
PH: (407) 509-2305

**BOUNDARY SURVEY**  
 PREPARED FOR  
**VERIZON WIRELESS**  
 708141 CROWN 878268 MIAMI SPRINGS  
 A PORTION OF SECTION 19, TOWNSHIP 53 SOUTH, RANGE 41 EAST  
 MIAMI-DADE COUNTY, FLORIDA

DRAWN	S. PETRAROLI
FIELD DATE	MAY 15, 2023
FIELD BOOK	PRINT
SCALE	1" = 20'
PROJECT NO.	X
FILE NAME	708141 CROWN 878268 MIAMI SPRINGS.DWG
SHEET	2 OF 2

**Bonnie Bolz Merkt, Esq.**  
**Ginsberg Jacobs LLC**  
**300 South Wacker Drive, Suite 2750**  
**Chicago, Illinois 60606**

STATE OF FLORIDA )  
 )  
COUNTY OF MIAMI-DADE )

## MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of Land Lease Agreement ("Memorandum") is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Miami Springs, a Florida municipal corporation, with an address of 201 Westward Drive, Miami Springs, Florida 33166, hereinafter designated LESSOR, and Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on \_\_\_\_\_, 2023, for an initial term of 10 years, commencing on the Commencement Date (as defined below). The Agreement shall automatically be extended for 3 additional 5-year periods unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".
2. LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment upon the Premises (as hereinafter defined), which are a part of that certain real property owned, leased or controlled by LESSOR and located at 25 S Hook Square, Miami Springs, Florida 33166 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" is a portion of the Property containing



approximately 448 square feet, and it is shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purposes of installation, operation and maintenance of LESSEE's communications equipment over or along a 15-foot-wide right-of-way ("Easement"), which is depicted on Exhibit "B". LESSEE may also use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services (collectively, the "Support Services"). In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install additional, or to upgrade the existing, Support Services on, through, over and/or under the Property, provided the location of such additional or upgraded Support Services shall be approved by LESSOR, such approval not to be unreasonably withheld, conditioned, or delayed.

3. The Agreement shall commence on the first day of the month immediately following the date upon which LESSEE begins installation of LESSEE's communications equipment (the "Commencement Date").
4. Should LESSOR at any time during the Term decide to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, if the third party agrees in such legal instrument to undertake all of LESSOR's obligations under this Agreement, LESSOR shall be released from its obligations to LESSEE under this Agreement and LESSEE shall have the right to look to the third party for the full performance of this Agreement. Only in the event that such legal transfer document does not require said third party to undertake all of LESSOR's obligations under this Agreement shall LESSOR remain liable under this Agreement.
5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE. In the event of any inconsistency between this Memorandum and the Agreement, the Agreement shall control.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

City of Miami Springs, a Florida municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

Cellco Partnership d/b/a Verizon Wireless

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

)

)

**LESSOR ACKNOWLEDGMENT**

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is the \_\_\_\_\_ of the City of Miami Springs, a Florida municipal corporation, and he/she, being authorized to do so, executed the foregoing **MEMORANDUM OF LAND LEASE AGREEMENT** on behalf of said municipal corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_

)

)

**LESSEE ACKNOWLEDGMENT**

COUNTY OF \_\_\_\_\_

)

I, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is the \_\_\_\_\_ of Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, and that he/she, being authorized to do so, executed the foregoing **MEMORANDUM OF LAND LEASE AGREEMENT** on behalf of said general partnership. He/She is personally known to me.

WITNESS my hand and official Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

## **EXHIBIT "A"**

### **DESCRIPTION OF PROPERTY**

All of Tract F, Block 86, of Revised Plat of Portion of Section 2 of COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 34, Page 40, of the Public Records of Miami-Dade County, Florida, LESS Lots 24, 25 and 26, Block 86, of Amended Plat of Subdivision of Blocks 86 – 92 of Section 2 COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 28, Page 19, of the Public Records of Miami-Dade County, Florida.

**EXHIBIT "B"**

**DEPICTION OF THE PREMISES**

[See attached 2 pages.]

LEGAL DESCRIPTION  
(AS PROVIDED BY CLIENT)

PARENT TRACT

ALL OF TRACT F, BLOCK 86, OF REVISED PLAT OF PORTION OF SECTION 2 OF COUNTRY CLUB ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGE 40, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS LOTS 24, 25 AND 26, BLOCK 86, OF AMENDED PLAT OF SUBDIVISION OF BLOCKS 86 - 92 OF SECTION 2 COUNTRY CLUB ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 19, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

OWNERSHIP AND ENCUMBRANCE REPORT CERTIFICATE NUMBER 47385 PLOTTABLE ITEMS

3 MEMORANDUM OF SITE LEASE BETWEEN CITY OF MIAMI SPRINGS, AND SPRINT SPECTRUM, L.P., A DELAWARE LIMITED PARTNERSHIP, DATED AUGUST 7, 2001, RECORDED SEPTEMBER 21, 2001, IN OFFICIAL RECORDS BOOK 19913, PAGE 2153, AS AMENDED BY MEMORANDUM OF FIRST AMENDMENT TO FLAGPOLE ANTENNA LEASE AGREEMENT BY AND BETWEEN CITY OF MIAMI SPRINGS, AND STC FIVE LLC, A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR-IN-INTEREST TO SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, DATED . SEPTEMBER 29, 2015, RECORDED OCTOBER 9, 2015, IN OFFICIAL RECORDS BOOK 29809, PAGE 4440, BOTH OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SHOWN HEREON

5 MEMORANDUM OF AGREEMENT BY AND BETWEEN SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, AND NEXTEL SOUTH CORP., A GEORGIA CORPORATION, DATED MARCH 19,2002, RECORDED MAY 3,2002, IN OFFICIAL RECORDS BOOK 20372, PAGE 3486, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SHOWN HEREON

6 MEMORANDUM OF LEASE AGREEMENT BY AND BETWEEN CITY OF MIAMI SPRINGS, AND METRO PCS CALIFORNIA/FLORIDA, INC., A FLORIDA CORPORATION, DATED JANUARY 7, 2004, RECORDED MARCH 15,2004, IN OFFICIAL RECORDS BOOK 22119, PAGE 2854, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SHOWN HEREON

7 MEMORANDUM OF MASTER CO-LOCATION SUBLEASE AGREEMENT BETWEEN SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, AND METROPCS CALIFORNIA/FLORIDA, INC., DATED JULY 28,2003, RECORDED AUGUST 10, 2004, IN OFFICIAL RECORDS BOOK 22560, PAGE 3892, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SHOWN HEREON

LEGAL DESCRIPTIONS  
(AS PREPARED BY SURVEYOR)

VERIZON WIRELESS  
15' ACCESS AND UTILITY EASEMENT

A PORTION OF SECTION 19, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EASTERLY MONUMENTED RIGHT OF WAY OF HOOK SQUARE AND THE MOST NORTHERLY CORNER OF LOT 26, BLOCK 86 OF AMENDED PLAT OF SUBDIVISION OF BLOCKS 86-92 OF SECTION 2 COUNTY CLUB ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, AT PAGE 19, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, SAID POINT BEING ON A CURVE CONCAVE TO THE WEST HAVING A RADIAL BEARING OF NORTH 50°54'44" WEST; THENCE, ALONG THE EASTERLY MONUMENTED RIGHT OF WAY OF HOOK SQUARE, NORTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 02°14'48" FOR AN ARC DISTANCE OF 4.71 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID EASTERLY MONUMENTED RIGHT OF WAY OF HOOKS SQUARE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 07°11'53" FOR AND ARC DISTANCE OF 15.08 FEET; THENCE, LEAVING SAID EASTERLY MONUMENTED RIGHT OF WAY OF HOOK SQUARE, SOUTH 51°23'53" EAST, A DISTANCE OF 109.17 FEET; THENCE SOUTH 38°36'07" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 51°23'53" WEST, A DISTANCE OF 107.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0373 ACRES OR 1625 SQUARE FEET, MORE OR LESS.

VERIZON WIRELESS  
16' X 28' LEASE PARCEL

A PORTION OF SECTION 19, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EASTERLY MONUMENTED RIGHT OF WAY OF HOOK SQUARE AND THE MOST NORTHERLY CORNER OF LOT 26, BLOCK 86 OF AMENDED PLAT OF SUBDIVISION OF BLOCKS 86-92 OF SECTION 2 COUNTY CLUB ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, AT PAGE 19, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, SAID POINT BEING ON A CURVE CONCAVE TO THE WEST HAVING A RADIAL BEARING OF NORTH 50°54'44" WEST; THENCE, ALONG THE EASTERLY MONUMENTED RIGHT OF WAY OF HOOK SQUARE, NORTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 02°14'48" FOR AN ARC DISTANCE OF 4.71 FEET; THENCE, CONTINUING ALONG SAID EASTERLY MONUMENTED RIGHT OF WAY OF HOOKS SQUARE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 07°11'53" FOR AND ARC DISTANCE OF 15.08 FEET; THENCE, LEAVING SAID EASTERLY MONUMENTED RIGHT OF WAY OF HOOK SQUARE, SOUTH 51°23'53" EAST, A DISTANCE OF 109.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 38°36'07" EAST, A DISTANCE OF 28.00 FEET; THENCE NORTH 51°23'53" WEST, A DISTANCE OF 16.00 FEET; THENCE SOUTH 38°36'07" WEST, A DISTANCE OF 28.00 FEET; THENCE SOUTH 51°23'53" EAST, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0103 ACRES OR 448 SQUARE FEET, MORE OR LESS.

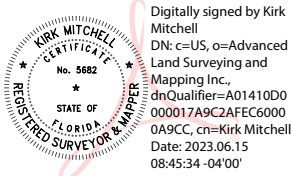


VICINITY MAP  
NEAR 25 HOOK SQUARE, MIAMI SPRINGS, FL 33166  
(NOT TO SCALE)

SURVEYOR'S NOTES

- THIS IS A BOUNDARY SURVEY OF THE VERIZON WIRELESS LEASE PARCEL. THE PARENT TRACT INFORMATION SHOWN HEREON IS FOR INFORMATIONAL PURPOSES ONLY.
- THE PROPOSED LEASE PARCEL DEPICTED HEREON LIES ENTIRELY WITHIN THE DESCRIBED PARENT TRACT.
- THE SURVEYOR HAS REVIEWED THE OWNERSHIP AND ENCUMBRANCE REPORT CERTIFICATE NUMBER 47385, ISSUED BY CHICAGO TITLE INSURANCE AGENCY, INC, DATED MAY 23, 2022. ALL PLOTTABLE MATTERS OF RECORD TITLE IDENTIFIED IN THAT REPORT THAT ARE PERTINENT TO THE VERIZON WIRELESS LEASE PARCEL AND ITS ACCESS AND UTILITY EASEMENT, IF APPLICABLE, HAVE BEEN SHOWN OR NOTED HEREON. THE SURVEYOR HAS RELIED SOLELY UPON THAT REPORT WITH RESPECT TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS. NO FURTHER RESEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THE SURVEYOR.
- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF LOT 26 BLOCK 86 AS SHOWN ON A BOUNDARY SURVEY BY WILLIAM, HATFIELD & STONER, INC, DATED OCTOBER 30, 2000 AS BEING NORTH 50°54'44" WEST.
- UNDERGROUND UTILITIES AND IMPROVEMENTS HAVE NOT BEEN LOCATED.
- PARENT TRACT INTERIOR IMPROVEMENTS HAVE NOT BEEN LOCATED.
- AFTER REVIEW OF FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 12086C0284L, DATED SEPTEMBER 11, 2009 THE PROPOSED LEASE PARCEL DEPICTED HEREON LIES IN ZONE "AH" (BASE FLOOD ELEVATION 7') AND ZONE "AE" (BASE FLOOD ELEVATION 7').
- (D) DENOTES DESCRIPTION;(F) DENOTES FIELD MEASURED;(P) DENOTES PLAT; (C) DENOTES CALCULATED.
- INCIDENTAL ELEVATIONS SHOWN HEREON ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988, IS TO THE THIRD ORDER OF ACCURACY, AND IS BASED ON MULTI FREQUENCY GNSS CORRECTIONS OBTAINED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN).
- ALL GEODETIC AND VERTICAL DATA, DEPICTED HEREON IS WITHIN THE 1A ACCURACY TOLERANCES AS SET FORTH BY THE F.A.A.
- SITE BENCHMARK IS A SQUARE CUT IN THE CONCRETE TOWER PAD ELEVATION = 5.64' N.A.V.D. 1988 AS DEPICTED HEREON. ALL ELEVATIONS SHOWN HEREON ARE ABOVE MEAN SEA LEVEL (A.M.S.L.).

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY KIRK BRIAN MITCHELL USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PERFORMED ON MAY 15, 2023, IS IN ACCORDANCE WITH THE TECHNICAL STANDARDS AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, STANDARDS OF PRACTICE PURSUANT TO SECTION 472.023, FLORIDA STATUTES AND WAS PREPARED UNDER MY RESPONSIBLE CHARGE.

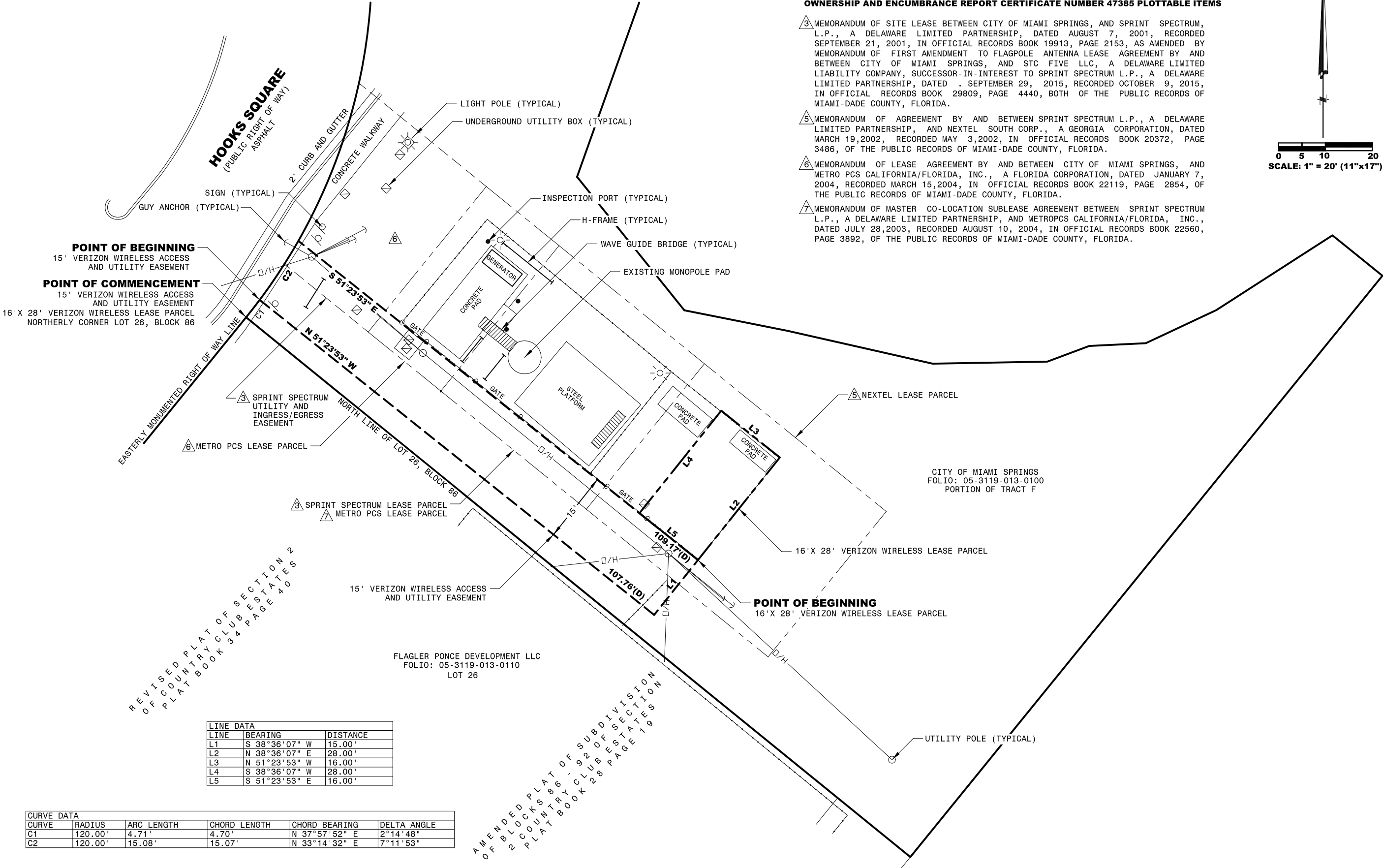
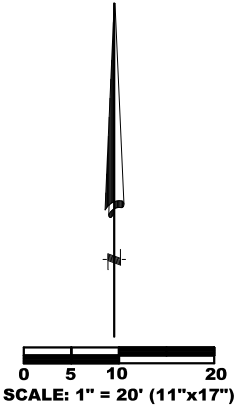
CERTIFIED TO AND FOR THE EXCLUSIVE BENEFIT OF:  
VERIZON WIRELESS  
ITS AFFILIATES, SUBSIDIARIES AND LENDERS.

KIRK B.MITCHELL P.S.M. L.S.No.5682  
CERTIFICATE OF AUTHORIZATION No. L.B.6885 HARD COPIES NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DATE	DATE	BY	DESCRIPTION	BOUNDARY SURVEY PREPARED FOR VERIZON WIRELESS 708141 CROWN 878268 MIAMI SPRINGS A PORTION OF SECTION 19, TOWNSHIP 53 SOUTH, RANGE 41 EAST MIAMI-DADE COUNTY, FLORIDA	DRAWN S. PETRAROLI FIELD DATE MAY 15, 2023 FIELD BOOK PRINT SCALE NO SCALE PROJECT NO. X FILE NAME 708141 CROWN 878268 MIAMI SPRINGS.DWG SHEET 1 OF 2

OWNERSHIP AND ENCUMBRANCE REPORT CERTIFICATE NUMBER 47385 PLOTTABLE ITEMS

- 3 MEMORANDUM OF SITE LEASE BETWEEN CITY OF MIAMI SPRINGS, AND SPRINT SPECTRUM, L.P., A DELAWARE LIMITED PARTNERSHIP, DATED AUGUST 7, 2001, RECORDED SEPTEMBER 21, 2001, IN OFFICIAL RECORDS BOOK 19913, PAGE 2153, AS AMENDED BY MEMORANDUM OF FIRST AMENDMENT TO FLAGPOLE ANTENNA LEASE AGREEMENT BY AND BETWEEN CITY OF MIAMI SPRINGS, AND STC FIVE LLC, A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR-IN-INTEREST TO SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, DATED . SEPTEMBER 29, 2015, RECORDED OCTOBER 9, 2015, IN OFFICIAL RECORDS BOOK 29809, PAGE 4440, BOTH OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
- 5 MEMORANDUM OF AGREEMENT BY AND BETWEEN SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, AND NEXTEL SOUTH CORP., A GEORGIA CORPORATION, DATED MARCH 19,2002, RECORDED MAY 3,2002, IN OFFICIAL RECORDS BOOK 20372, PAGE 3486, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
- 6 MEMORANDUM OF LEASE AGREEMENT BY AND BETWEEN CITY OF MIAMI SPRINGS, AND METRO PCS CALIFORNIA/FLORIDA, INC., A FLORIDA CORPORATION, DATED JANUARY 7, 2004, RECORDED MARCH 15,2004, IN OFFICIAL RECORDS BOOK 22119, PAGE 2854, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
- 7 MEMORANDUM OF MASTER CO-LOCATION SUBLEASE AGREEMENT BETWEEN SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, AND METROPCS CALIFORNIA/FLORIDA, INC., DATED JULY 28,2003, RECORDED AUGUST 10, 2004, IN OFFICIAL RECORDS BOOK 22560, PAGE 3892, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



LINE DATA		
LINE	BEARING	DISTANCE
L1	S 38°36'07" W	15.00'
L2	N 38°36'07" E	28.00'
L3	N 51°23'53" W	16.00'
L4	S 38°36'07" W	28.00'
L5	S 51°23'53" E	16.00'

CURVE DATA					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	120.00'	4.71'	4.70'	N 37°57'52" E	2°14'48"
C2	120.00'	15.08'	15.07'	N 33°14'32" E	7°11'53"

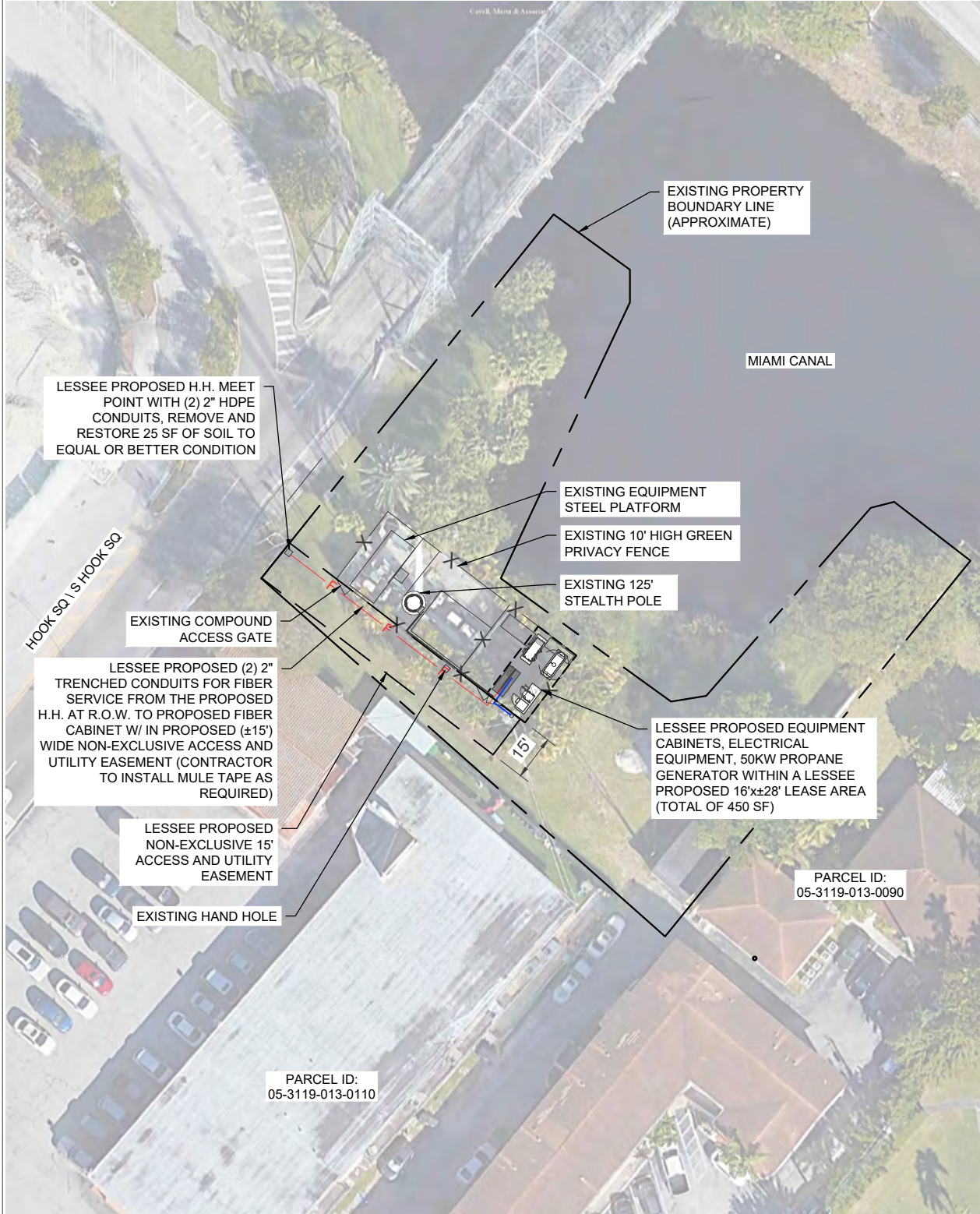
DATE	DATE	BY	DESCRIPTION

**ADVANCED**  
**LAND SURVEYING**  
AND MAPPING, INC.  
371 BRIGHTWATERS DRIVE COCOA BEACH, FLORIDA 32931  
PH: (407) 509-2305

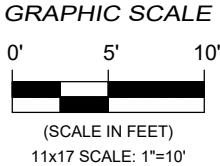
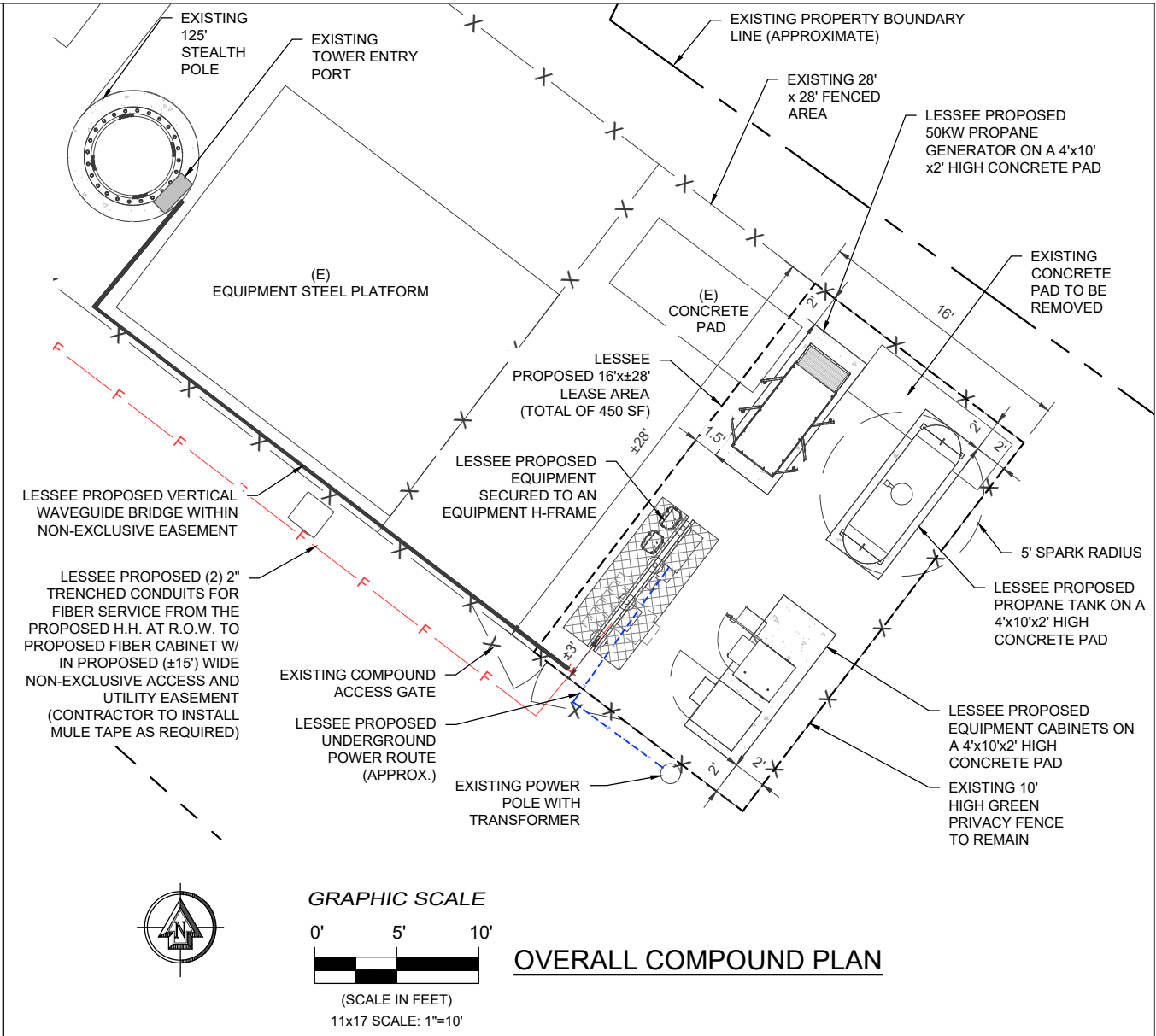
**BOUNDARY SURVEY**  
PREPARED FOR  
**VERIZON WIRELESS**  
708141 CROWN 878268 MIAMI SPRINGS  
A PORTION OF SECTION 19, TOWNSHIP 53 SOUTH, RANGE 41 EAST  
MIAMI-DADE COUNTY, FLORIDA

DRAWN	S. PETRAROLI
FIELD DATE	MAY 15, 2023
FIELD BOOK	PRINT
SCALE	1" = 20'
PROJECT NO.	X
FILE NAME	708141 CROWN 878268 MIAMI SPRINGS.DWG
SHEET	2 OF 2

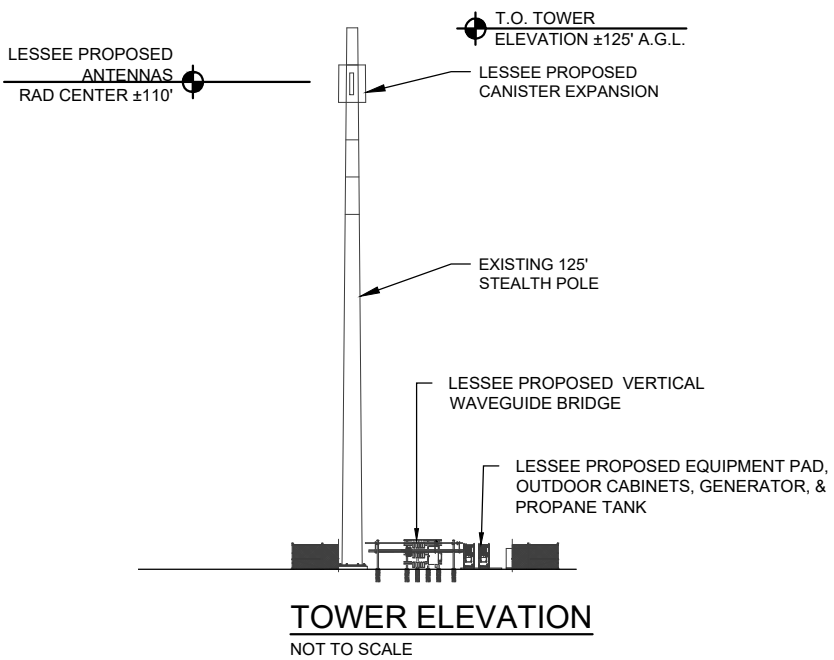




**AERIAL VIEW**  
11x17 SCALE: 1" = 50'



**OVERALL COMPOUND PLAN**



PREPARED BY  
**CBVR**  
TELECOM DESIGN GROUP

6505 N HIMES AVE  
TAMPA, FLORIDA 33614  
(770) 853-1233

DISCLAIMER:  
NO COPIES, REPRODUCTIONS, TRANSMISSIONS OR ELECTRONIC MANIPULATION OF ANY PORTION OF THESE DRAWINGS IN WHOLE OR IN PART ARE TO BE MADE WITHOUT THE EXPRESS WRITTEN PERMISSION OF CBVR TELECOM DESIGN GROUP. ALL DESIGNS INDICATED IN THESE DRAWINGS ARE PROPERTY OF CBVR TELECOM DESIGN GROUP. ALL COPYRIGHTS RESERVED (C) 2022. THESE PLANS ARE FOR BUILDING DEPARTMENT REVIEW ONLY THEY ARE NOT TO BE CONSTRUED AS CONSTRUCTION DOCUMENTS UNTIL ALL BUILDING DEPARTMENT APPROVALS ARE OBTAINED.

PROFESSIONAL SEAL

**PRELIM  
FOR  
REVIEW**

PREPARED FOR

**verizon**

7701 E. TELECOM PKWY  
TEMPLE TERRACE, FLORIDA 33637

PROJECT INFORMATION

[SITE # 708141]  
**CROWN 878268 MIAMI SPRINGS**  
25 HOOK SQUARE  
MIAMI SPRINGS, FL 33166  
CBVR PROJECT #: VZW.191.22

ISSUED DATES

	DESCRIPTION	DATE
A	PRELIM FOR REVIEW	08.12.22
B	PRELIM FOR REVIEW	08.23.22

SHEET NAME

**LEASE EXHIBIT**

SHEET NUMBER

**LE-1**



**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF  
THE CITY OF MIAMI SPRINGS, FLORIDA, CO-  
DESIGNATING THE PORTION OF EAST DRIVE BETWEEN  
LABARON DRIVE AND OAKWOOD DRIVE AS “YVONNE  
SHONBERGER WAY”; PROVIDING FOR  
AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE  
DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) Council hereby seeks to recognize and honor longtime resident and avid historian Yvonne Shonberger; and

**WHEREAS**, Yvonne Shonberger, has demonstrated an unwavering commitment to the betterment of the City of Miami Springs and has made significant contributions to its community and is a member of the City’s Historic Preservation Board and the Miami Springs Historical Society and Museum; and

**WHEREAS**, Yvonne Shonberger has dedicated her time, expertise, and passion to preserving the historical knowledge of the City, ensuring that future generations can appreciate the rich heritage of the City; and

**WHEREAS**, Yvonne Shonberger has been a tireless advocate for the City's cultural and historical preservation efforts, enriching the lives of its residents and visitors through her extensive work in this regard; and

**WHEREAS**, the City Council of Miami Springs recognizes the importance of honoring individuals who have made extraordinary contributions to our community and who embody the values that the City holds; and

**WHEREAS**, the City Council has determined that it is proper and appropriate to recognize Yvonne Shonberger by co-designating the portion of East Drive between LaBaron Drive and Oakwood Drive as “Yvonne Shonberger Way”; 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. Co-Designation.** The City Council hereby approves the co-designation of the portion of East Drive between LaBaron Drive and Oakwood Drive as “Yvonne Shonberger Way” as shown on Exhibit “A” attached hereto.

**Section 3. Authorization.** The City Council authorizes the City Manager to take all actions necessary to implement this Resolution. The City Manager is authorized to place the appropriate signage or markers along the designated area, subject to obtaining all required federal, state, and/or local approvals, as applicable.

**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 Jacky Bravo	_____
Councilman Jorge Santin	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 13th day of November, 2023.

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

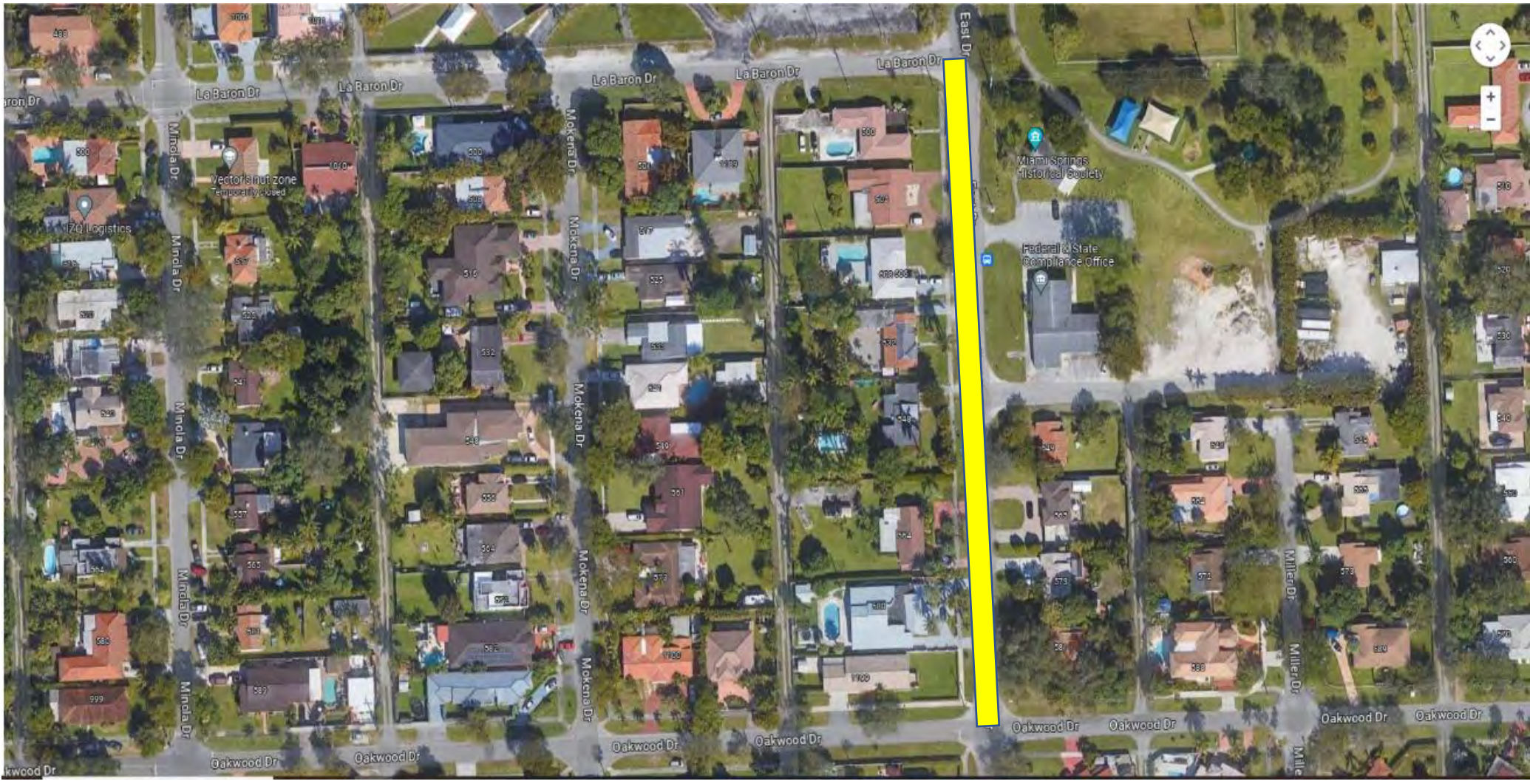
ATTEST:

\_\_\_\_\_  
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



RESOLUTION NO. 2023- \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MIAMI SPRINGS, FLORIDA, APPROVING THE 2024  
COUNCIL MEETING SCHEDULE; PROVIDING FOR  
IMPLEMENTATION; AND PROVIDING FOR AN  
EFFECTIVE DATE.**

**WHEREAS**, Section 5.02 of the City of Miami Springs (the “City”) Charter provides that the Council shall meet regularly at such time as may be prescribed by its rules or upon the call of the Mayor or 3 Councilmembers; and

**WHEREAS**, the City Council desires to approve the 2024 Council meeting schedule attached hereto as Exhibit “A”; and

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

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

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

**Section 2. Approval.** That the City Council hereby approves the Meeting Schedule attached hereto as Exhibit “A.”

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

**Section 4. Effective Date.** That this Resolution shall 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 Jacky Bravo	_____
Councilmember Dr. Walter Fajet, Ph.D.	_____
Councilmember Jorge Santin	_____
Councilmember Dr. Victor Vazquez, Ph.D.	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 13<sup>th</sup> day of November, 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**

### **Council Meeting Schedule 2024**

January 8, 22

February 12, 26

March 11, 25

April 8, 22

May 13, 28<sup>1</sup>

June 10, 24

July – Council Recess

July 25 (Millage Setting)

August 12, 26

August 5, August 19 (Budget Workshops)

September 9, 23

October 14, 28

November 12<sup>2</sup>

December 9

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<sup>1</sup> Monday, May 27<sup>th</sup> is Memorial Day and therefore the meeting has been scheduled for Tuesday, May 28

<sup>2</sup> Monday, November 11<sup>th</sup> is Veteran's Day and therefore the meeting has been scheduled for Tuesday, November 12





# AGENDA MEMORANDUM

**Meeting Date:** November 13<sup>th</sup>, 2023

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

**Via:** JC Jimenez, City Manager

**From:** Tammy Romero, Assistant City Manager

**Subject:** Accept the State Appropriation Grant in the amount of \$150,000 by the Florida Department of Commerce (FDOC) for the City's War Memorial

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**RECOMMENDATION:** Recommendation by Staff that Council accept the State Appropriation Grant in the amount of \$150,000 by the Florida Department of Commerce (FDOC) for the City's War Memorial Cenotaph Monument Renovation Project on Curtiss Parkway and authorize the City Manager to execute the attached Grant Agreement with the Florida Department of Commerce (FDOC), relating to the War Memorial Renovations, on a cost reimbursement basis with no cost sharing requirement from the City.

**DISCUSSION:** This grant award provides funding to the City, for the refurbishment of the existing War Monument, will include some demoing of the existing structure in order to construct two flights of stairs on the east and west sides of the monument, leading up to a new center fixture with an eternal flame and cauldron, adding six 8-foot-high columns with a 16-inch-wide wall to be utilized as benches (all fabricated in concrete), adding new plaques representing the 6 branches of the armed forces of the United States (Army, Marine Corps., Navy, Air Force, Space Force, and Coast Guard), landscaping, lighting, paved brick walkways and relocation of existing flagpole, as depicted below.



**FISCAL IMPACT:** None, as this grant does not require a match on the part of the City.



**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ACCEPTING A STATE APPROPRIATIONS GRANT IN THE AMOUNT OF \$150,000; APPROVING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF COMMERCE RELATING TO THE CITY'S WAR MEMORIAL CENOTAPH MONUMENT PROJECT ON CURTISS PARKWAY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the "City") has been awarded a State Appropriation Grant (the "Grant") in the amount of \$150,000 by the Florida Department of Commerce ("FDOC") for the City's War Memorial Cenotaph Monument Project (the "Project") on Curtiss Parkway; and

**WHEREAS**, in order to secure the Grant, the City must enter into a Grant Agreement (the "Agreement") with FDOC in substantially the form attached hereto as Exhibit "A"; and

**WHEREAS**, the City Council wishes to accept the Grant, approve the Agreement, and authorize the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A"; and

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

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

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

**Section 2. Acceptance.** That the City Council hereby accepts the Grant.

**Section 3. Approval.** That the City Council hereby approves the Agreement with FDOC relating to the Grant for the Project.

**Section 4. Authorization.** That the City Council hereby authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A," and any required or related agreements, amendments, or documents which

are required to implement the purposes of this Resolution and the Agreement, subject to the approval of the City Attorney as to form, content, and legal sufficiency.

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

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

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

PASSED AND ADOPTED this 13<sup>th</sup> day of November, 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

**GRANT AGREEMENT  
STATE OF FLORIDA  
DEPARTMENT OF COMMERCE**

**THIS GRANT AGREEMENT NUMBER HL216** (“Agreement”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and the City of Miami Springs (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties”.

**WHEREAS**, Commerce has the authority to enter into this Agreement and distribute State of Florida funds (“Award Funds”) in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Minority and Service-Disabled Veteran Business Enterprise Report
- Attachment 5: Total Compensation for Executive Leadership

**WHEREAS**, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the “Agreement”, and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

**WHEREAS**, Grantee hereby represents and warrants that Grantee’s signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee’s purposes in accordance with the terms and conditions of this Agreement;

**NOW THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

**A. AGREEMENT PERIOD**

This Agreement is effective as of July 1, 2023, (the “Effective Date”) and shall continue until the earlier to occur of (a) June 30, 2025 (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

**B. FUNDING**

This Agreement is a cost reimbursement Agreement. Commerce shall pay Grantee up to One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) in consideration for Grantee’s performance under this Agreement. Commerce shall not provide Grantee an advance of Award Funds under this Agreement. Travel expenses are not authorized under this Agreement. Commerce shall not pay Grantee’s costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce’s performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable

authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee’s business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee’s costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures ([https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337\\_2](https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2)).

### C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State’s Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

### D. MODIFICATION

If, in Commerce’s sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

### E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes (“F.S.”).** Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.
2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee’s compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or

debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

## F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any records request by sending an e-mail to [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov) within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.
4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic



storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to [audit@commerce.fl.gov](mailto:audit@commerce.fl.gov). Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions.**

**IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov), or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

#### **G. TERMINATION AND FORCE MAJEURE**

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.
2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee

and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

## H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or

the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

## **I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS**

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

## **J. ADVERTISING AND SPONSORSHIP DISCLOSURE**

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
2. **Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

## **K. RECOUPMENT OF FUNDS**

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds

that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.
4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

## L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any

applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

#### **M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION**

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach

of security” or “breach” means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee’s obligations under this Agreement or is not subject to further unauthorized use.

#### **N. PATENTS, COPYRIGHTS, AND ROYALTIES**

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university’s action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

#### **O. INFORMATION TECHNOLOGY RESOURCE**

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce’s electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce



Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

**P. NONEXPENDABLE PROPERTY**

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.
4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.
7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

**Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY**

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the

real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

## **R. CONSTRUCTION AND INTERPRETATION**

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term “Agreement” means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The term “Grantee” includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee’s behalf. The term “Commerce” includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce’s behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

## **S. CONFLICT OF INTEREST**

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

## **T. GRANTEE AS INDEPENDENT CONTRACTOR**

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

## **U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY**

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of

all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.

2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
  - a) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
  - b) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

## V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

## W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

## X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

## Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other

provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

## **Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION**

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. **IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.**
3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

## **AA. INDEMNIFICATION**

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the

State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.
3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
4. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

## BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

### Grantee's Payee:

City of Miami Springs  
201 Westward Drive  
Miami Springs, FL. 33166  
Phone: (305) 805-5035  
Fax: (305) 805-5040  
romerot@miamisprings-fl.gov

### Grantee's Agreement Manager:

Tammy Romero  
201 Westward Drive  
Miami Springs, FL. 33166  
Phone: (305) 805-5035  
Fax: (305) 805-5040  
romerot@miamisprings-fl.gov

### Commerce's Agreement Manager:

Mr. Darcy Etienne  
107 East Madison Street, MSC B47  
Tallahassee, FL. 32399  
Phone: (850) 245-7445  
Fax: (850) 245-7470  
Darcy.Etienne@commerce.fl.gov

### Commerce's Secondary Agreement Manager:

Beth Frost  
107 East Madison Street, MSC B47  
Tallahassee, FL. 32399  
Phone: (850) 245-7474  
Fax: (850) 245-7470  
Beth.Frost@commerce.fl.gov

**CC. NOTICES**

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

*[Remainder of page left intentionally blank; Attachments to follow after signature page]*



**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments’ terms and conditions as of the Effective Date.

**FLORIDA DEPARTMENT OF  
COMMERCE**

**CITY OF MIAMI SPRINGS**

By \_\_\_\_\_  
Signature **J. Alex Kelly**  
\_\_\_\_\_  
Title **Secretary**  
\_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Signature **J. C. Jimenez**  
\_\_\_\_\_  
Title **City Manager**  
\_\_\_\_\_  
Date \_\_\_\_\_

Approved as to form and legal sufficiency, subject only  
to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL  
FLORIDA DEPARTMENT OF COMMERCE**

By: \_\_\_\_\_

Approved Date: \_\_\_\_\_

## ATTACHMENT 1 SCOPE OF WORK

**A. PROJECT DESCRIPTION:** The 2023-2024 General Appropriations Act: line 2341A. appropriated One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) to the City of Miami Springs (“Grantee”) for a complete restoration of the City’s War Memorial Cenotaph Monument located on Curtiss Parkway. The existing monument was built in the mid 1950’s and has deteriorated over time.

**B. GRANTEE RESPONSIBILITIES:** Grantee shall be complete the following:

1. Complete design plan/drawings.
2. Complete restoration of the War Memorial Cenotaph Monument, including a new planter/fire fixture, new safeguard, new seals on columns, benches, light fixtures, pavers, plaques and hedges.
3. Submit to Commerce all required documentation as more specifically described below.

**C. COMMERCE’S RESPONSIBILITIES:** Commerce shall monitor progress, review reports, conduct site visits as determined necessary by Commerce, and process payments to Grantee.

**D. DELIVERABLES:** Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Monument Restoration		
Tasks	Minimum Level of Service	Financial Consequences
Complete tasks in accordance with Section B of this Scope of Work.	<p>Grantee may request reimbursement upon completion of design plans/drawings. Additional reimbursement may be requested upon completion of restoration in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%, and shall be evidenced by submission of the following:</p> <ol style="list-style-type: none"> <li>1. AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion</li> </ol>	<p>Failure to meet the Minimum Level of Service shall result in non-payment. Commerce shall withhold 5% (\$7,500.00) of the total Agreement amount until Grantee provides proof to Commerce and Commerce accepts that the Project is 100% complete.</p>

	<p>of the project, is complete;</p> <p>2. Photographs of the project in progress and at completion; and</p> <p>3. Invoice package in accordance with Section F of this Scope of Work.</p>	
		<b>Deliverable - \$150,000.00</b>
<b>TOTAL AWARD NOT TO EXCEED: \$150,000.00</b>		

#### E. REPORTING:

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**
2. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
3. Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
4. Annual Report: The Grantee shall submit an Annual Report (Attachment 5), including the most recent IRS Form 990, detailing the total compensation for the Grantee's executive leadership team(s). Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State and/or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of the 990 form to the IRS. The Grantee must

inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change

**F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE:** Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide no more than one invoice per quarter for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: [https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337\\_2](https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).
2. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.
2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
  - a. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid; and (4) were incurred during the Agreement period;
  - b. Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
  - c. A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;
  - d. Before and after photographs of the completed work;
  - e. A copy of all supporting documentation for vendor payments;
  - f. A copy of the cancelled check(s) specific to the project; and
  - g. A copy of the bank statement that includes the cancelled check.
3. The State may require any other information from Grantee that the State deems necessary to

verify that the services have been rendered under the Agreement.

4. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.
5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.
6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
  1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
  2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

**G. RETURN ON INVESTMENT:** Grantee is required to provide, on or before October 31, 2023, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

1. Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to Commerce's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.
2. Quarterly update reports shall be provided to Commerce's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

**H. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:** Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

*- End of Attachment 1 (Scope of Work) -*

## Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

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

### **AUDITS.**

**PART I: FEDERALLY FUNDED.** This part is applicable if the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

**PART II: STATE FUNDED.** This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.



2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

### **PART III: OTHER AUDIT REQUIREMENTS.**

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

N/A

### **PART IV: REPORT SUBMISSION.**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):  
[Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)

or

Paper (hard copy):  
 Florida Department of Commerce  
 MSC # 75, Caldwell Building  
 107 East Madison Street  
 Tallahassee, FL 32399-4126

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

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

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

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):  
[Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)

or Paper (hard copy):  
Florida Department of Commerce  
MSC # 75, Caldwell Building  
107 East Madison Street  
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION.** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

*- Remainder of Page Intentionally Left Blank -*

**EXHIBIT 1 to Attachment 2**

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project

STATE AWARDING AGENCY: FLORIDA DEPARTMENT COMMERCE

CSFA NUMBER: 40.038

CSFA TITLE: HOUSING AND COMMUNITY DEVELOPMENT

TOTAL STATE AWARD AMOUNT: \$150,000.00

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

**1. *ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK***

*NOTE: List applicable compliance requirements*

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

***- Remainder of Page Intentionally Left Blank -***

### Attachment 3

#### AUDIT COMPLIANCE CERTIFICATION

Grantee Name: \_\_\_\_\_

FEIN: \_\_\_\_\_

Grantee's Fiscal Year: \_\_\_\_\_

Contact Person Name and Phone Number: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? \_\_\_\_ Yes \_\_\_\_ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? \_\_\_\_ Yes \_\_\_\_ No

**If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? \_\_\_\_ Yes \_\_\_\_ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? \_\_\_\_ Yes \_\_\_\_ No

**If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.**

**By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

**ATTACHMENT 4 - DEPARTMENT OF COMMERCE**  
Office of Procurement  
**CONTRACTOR MONTHLY MINORITY & VETERAN BUSINESS ENTERPRISE REPORT**

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number:

Commerce Project Name:

Contract Amount  
\$0.00

MBE Participation Amount: MBE Percentage  
\$0.00

DV Participation Amount: DV Percentage  
\$0.00

Contract Vendor Invoice # 0 Date (mm dd, yyyy)

**MINORITY BUSINESS ENTERPRISE (MBE)**

\*\* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

** Minority Business Enterprise	Description	** MBE Status	State Certified MBE (Yes or No)	MBE Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
<b>TOTALS</b>				\$ -	\$ -	\$ -	\$ -	
								\$ -

\*\* Certified MBE: H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - American Women

\*\* Non-Certified MBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - American Women

**FLORIDA VETERAN BUSINESS ENTERPRISE (VBE)**

\* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

* Florida Veteran Business Enterprise	Description	* V Status	State Certified V Business (Yes or No)	V Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
<b>TOTALS</b>				\$ -	\$ -	\$ -	\$ -	
								\$ -

\* Certified V: W - Veteran Business \* Non-Certified V: Y - Veteran Business

**INCLUDE THIS FORM WITH YOUR INVOICE**

Commerce Form Version 06/23/2023

**Attachment 5**  
**Total Compensation for Executive Leadership**

(Executive Order 20-44)

Entity Name:

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Employer-Paid Insurance Benefits						
Total Compensation						
Accrued Leave and Holiday Benefits						



Percentage of Total Compensation from Federal or State Funds						
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**Definitions:**

**Executive Leadership** - Anyone who is included by name or title on the form 990, part VII, or Schedule J.

**Cash Equivalents:** Gift cards, vouchers, tickets, or other items of monetary value.

**Other payouts:** Cell phone allowances, tuition, gym memberships, and car allowances, etc.

**Employer-Paid Insurance Benefits:** Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.)

**Accrued Leave and Holiday Benefits:** Value of vacation, sick, and PTO accrued during the year and holiday available to the employee.



# AGENDA MEMORANDUM

**Meeting Date:** November 13, 2023

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

**Via:** JC Jimenez, City Manager

**From:** Tammy Romero, Assistant City Manager

**Subject:** Legislative requests for the 2024-2025 Session

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**RECOMMENDATION:** Recommendation that Council authorize the City Manager to submit applications for the 2024-2025 Legislative Priorities and State Appropriations.

**DISCUSSION:** In October 2023, staff (JC and Tammy) along with Mayor Mitchell met with Jose Fuentes and Max Losner (City Lobbyists), Senator Bryan Avila and Representative Alex Rizo, at three separate meetings, to discuss the upcoming 2024-2025 Legislative Session and our City's funding requests for this session.

After discussion with each, a decision was made to submit applications for the following:

1. **LSP Meals** - Funding is requested to: 1) extend our M-F home delivered nutritionally-hot meal program for frail homebound elderly clients with breakfast and weekend meal deliveries, 2) provide physical and mental health support activities (adult fitness classes including chair exercise, yoga, dance and Tai Chi for arthritis, and 3) provide acts-based recreational activities that promote socialization and target the isolation and depression prevalent in a senior population.
2. **Phase II Stormwater and Flood Mitigation Improvements on Esplanade Drive** - The funding will be used to complete Phase II for improvements to mitigate flooding, erosion, accessibility, and roadway failure caused by current and projected storm events and storm surges. The project will provide safety improvements of hardening of the Esplanade Embankment from Westward Drive to North Royal Poinciana Blvd. along both the east and west sides. It will benefit a service area designated as high priority by the City with the aim to mitigate and eliminate damage caused by severe flooding due to storm events and sea level rise to include the prevention of roadway collapse and potential property loss and the preservation of approximately 50 mature trees at risk of toppling due to severe erosion. Moreover, the project aims to protect and preserve critical infrastructure, including

roadways for both private and public schools, libraries, senior citizen facilities, and historical sites.

3. **Miller Drive Roadway Improvements** - This project consists of the roadway improvements of the Miller Drive corridor from NW 36 Street to South Royal Poinciana Blvd., to accommodate pedestrian, bicycle and vehicular activity and to address their safety. Construction to provide roadway repaving, pothole repairs and re-striping to ensure smoother and safer road surfaces, optimize traffic flow, reduce congestion, and improve overall transportation efficiency. As well as, implement safety measures, including the installation of improved signage, and expand pedestrian safety with crosswalks/sidewalks. Project to include the cost of engineering, architectural design, permitting, construction management and cost estimating.
4. **Forrest Drive Stormwater and Flood Mitigation Improvements** - Funding for this project will enable the implementation of stormwater management measures, including the construction of drainage and roadway enhancements along Forrest Drive, extending from NW 36 Street to South Royal Poinciana Blvd in the northbound direction. This initiative is aimed at mitigating water pollution risks, enhancing the road's resilience to flooding, and addressing the growing challenges posed by climate change. Not only will the general public's well-being be improved, but this project will also open doors to increased economic development opportunities within the City of Miami Springs. This project involves the revitalization of the Forrest Drive corridor, focusing on enhancing stormwater drainage infrastructure, while also prioritizing pedestrian, bicycle, and vehicular safety. Additionally, it aims to introduce landscape improvements. The project will assess the current conditions and employ green infrastructure for stormwater management.
5. **World War I Memorial project** - In continuing the City's tradition of honoring our country's military, the City seeks to create a World War I memorial on Curtiss Parkway. The memorial will include a sculpture of WWI Era airplane JN-4D, also known as "the Jenny", which was invented by Miami Springs' founder Glenn Curtiss. The sculpture will be installed in a new plaza with a sitting area and up-lighting as well as a flagpole. The memorial plaza will connect via walkway to the City's Veteran's memorial.

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF  
THE CITY OF MIAMI SPRINGS, FLORIDA,  
ESTABLISHING THE CITY'S 2024 LEGISLATIVE  
PRIORITIES AND STATE APPROPRIATION REQUESTS;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the "City") Council desires to establish the legislative policies and appropriation requests set forth in Exhibit "A" attached hereto as the City's 2024 legislative priorities; 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. Establishing Legislative Priorities.** That the City Council hereby establishes the legislative policies and appropriation requests set forth in Exhibit "A" attached hereto as the City's 2024 legislative priorities.

**Section 3. Effective Date.** That this Resolution shall take effect immediately upon adoption.

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

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

PASSED AND ADOPTED this 13<sup>th</sup> day of November, 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:

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

## **EXHIBIT A**

### **CITY OF MIAMI SPRINGS' 2024 LEGISLATIVE PRIORITIES AND APPROPRIATION REQUESTS**

The following policies and appropriations are established as the City of Miami Springs' 2024 Legislative Priorities:

#### **POLICIES**

1. The City supports the broad exercise of home rule powers granted to municipalities under the Florida Constitution and supports consistency in the Legislature with the provisions of Section 166.021, Florida Statutes.
2. The City supports amending Chapter 125, Florida Statutes, to require a fair and proportional distribution of funding generated through the Tourist Development Tax, also known as the "Bed Tax," to municipalities for the purpose of promoting, enhancing, and addressing the growing needs created by tourism.

#### **APPROPRIATIONS**

1. **Miami Springs Senior Center Supplemental Meals and Services.** The City supports legislative line item or grant funding in the amount of \$750,000 to supplement the City's Senior Center Meals and Services programs. Supplemental funding is required to:
  - a. Extend our Monday through Friday home delivered nutritionally-hot meal program for frail homebound elderly clients with breakfast and weekend meal deliveries;
  - b. Provide physical and mental health support activities (adult fitness classes including chair exercise, yoga, dance and Tai Chi for arthritis; and
  - c. Provide acts-based recreational activities that promote socialization and target the isolation and depression prevalent in a senior population.

The City's Senior Center Meals and Services programs have been ongoing for over forty years, and has been supported through City funding, SNAP federal funding, and the Older Americans Act. Due to an increasing number of low income elderly citizens, as demonstrated in both the 2000 and 2010 U.S. census reports, demand for the City's Senior Center Meals and Services programs are expected to continue growing into the future and, as such, additional legislative appropriation funding is necessary.
2. **Phase II of Stormwater and Flood Mitigation Improvements on Esplanade Drive Project.** The City supports legislative line item or grant funding in the amount of \$1,000,000 to complete Phase II of the Stormwater and Flood Mitigation Improvements on Esplanade Drive Project, including improvements to mitigate flooding, erosion, accessibility, and roadway failure caused by current and projected storm events and storm surges. The Project will provide safety



improvements of hardening of the Esplanade Embankment from Westward Drive to North Royal Poinciana Blvd. along both the east and west sides. It will benefit a service area designated as high priority by the City with the aim to mitigate and eliminate damage caused by severe flooding due to storm events and sea level rise to include the prevention of roadway collapse and potential property loss and the preservation of approximately 50 mature trees at risk of toppling due to severe erosion. Moreover, the project aims to protect and preserve critical infrastructure, including roadways for both private and public schools, libraries, senior citizen facilities, and historical sites.

3. **Miller Drive Roadway Improvements Project.** The City supports legislative line item or grant funding in the amount of \$1,000,000 to implement the Miller Drive Roadway Improvements Project. The Project includes roadway improvements for the Miller Drive corridor from NW 36 Street to South Royal Poinciana Blvd., to accommodate pedestrian, bicycle and vehicular activity and to address their safety. Construction of the Project shall provide roadway repaving, pothole repairs and re-striping to ensure smoother and safer road surfaces, optimize traffic flow, reduce congestion, and improve overall transportation efficiency. The Project will also implement safety measures, including the installation of improved signage, and expand pedestrian safety with crosswalks/sidewalks. The Project will include the cost of engineering, architectural design, permitting, construction management, and cost estimating.
4. **Forrest Drive Stormwater and Flood Mitigation Improvements Project.** The City supports legislative line item or grant funding in the amount of \$1,000,000 to implement the Forrest Drive Stormwater and Flood Mitigation Improvements Project. The Project provides for implementation of stormwater management measures, including the construction of drainage and roadway enhancements along Forrest Drive, extending from NW 36 Street to South Royal Poinciana Blvd in the northbound direction. This Project is aimed at mitigating water pollution risks, enhancing the road's resilience to flooding, and addressing the growing challenges posed by climate change. Not only will the general public's well-being be improved, but this Project will also open doors to increased economic development opportunities within the City of Miami Springs. This Project involves the revitalization of the Forrest Drive corridor, focusing on enhancing stormwater drainage infrastructure, while also prioritizing pedestrian, bicycle, and vehicular safety. Additionally, it aims to introduce landscape improvements. The Project will assess the current conditions and employ green infrastructure for stormwater management.
5. **World War I Memorial Project.** The City supports legislative line item or grant funding in the amount of \$200,000 to create a World War I memorial on Curtiss Parkway, which will continue the City's tradition of honoring our country's military. The Memorial Project will include a sculpture of WWI Era airplane JN-4D, also known as "the Jenny", which was invented by Miami Springs' founder Glenn Curtiss. The sculpture will be installed in a new plaza with a sitting area and up-lighting as well as a flagpole. The memorial plaza will connect via walkway to the City's Veteran's memorial.



# AGENDA MEMORANDUM

**Meeting Date:** November 13<sup>th</sup>, 2023

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

**Via:** JC Jimenez, City Manager

**From:** Tammy Romero, Assistant City Manager

**Subject:** Authorization to ratify additional funding of an agreement with the Florida Department of Environmental Protection (FDEP), under the Resilient Florida Program

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**RECOMMENDATION:** Recommendation by Staff that Council accept and ratify the attached Amendment to accept additional funding from the Florida Department of Environmental Protection (FDEP), under the Resilient Florida Program in an amount of \$67,000.00 for a Vulnerability Assessment and Adaptation Action Plan as funds were initially awarded grant funding in the amount of \$174,600.00 on a cost reimbursement basis with no cost sharing requirement.

**DISCUSSION:** On August 22<sup>nd</sup>, 2022, via Resolution No. 2022-4022, Council approved acceptance of Resilient Florida Program Grant in the amount of \$174,600.00. We were notified by the State that some additional funding was available to comply with the Peril of Flood mandate in an additional amount of \$67,000.00.

This revision amends the agreement and allows us to remove the Comp Plan modification task. Code of Ordinances in order to identify necessary additions and amendments to ensure compliance with Sec. 163.3178(2)(f) Fla. Statute and will assess exposure and sensibility vulnerabilities of the City's infrastructure and critical assets for compliance with Section 380.093(3)(d). This grant also ensures that any future capital planning process by the City incorporates the impact of flood risks due to climate change. This project will provide geo-database, modeling, critical asset inventory, vulnerability assessment and an Adaptation Action Plan to evaluate and prioritize a dashboard of adaptation strategies with input from local residents and other stakeholders.

As part of the Vulnerability Assessment and Adaptation Action Plan the following will be provided:

- a technical report outlining the data findings of the gap analysis; a summary of recommendations will be provided to address the identified data gaps and actions necessary to rectify them;
- a vulnerability assessment report documenting the modeling process, type of models utilized and resulting tables and maps illustrating flood depths for each flood scenario;

- a final vulnerability assessment report detailing the findings of the exposure analysis and the sensitivity analysis, including visual presentation of the data via maps and tables, based on the statutory scenarios and standards; a list of critical and regionally significant assets that are impacted by flooding, prioritized by area or immediate need, specifying for each asset which flood scenario(s) it was impacted by; and
- a final Adaptation Action Plan detailing the summaries of key vulnerabilities presented in the final vulnerability assessment report, including critical circumstances unique to the community.

The City staff, shall organize public meetings/workshops in coordination with local residents and other stakeholders to present an educational PowerPoint which will address the findings from the final Vulnerability Assessment report, and perform a live polling survey.

Finally, a draft comprehensive plan coastal management element language in strike-through and underlined format, that satisfies the Peril of Flood requirements in Section 163.3178(2)(f), F.S., will be submitted. As well as a list to include the building address, critical asset type and asset class information with elevation certificates.

**FISCAL IMPACT:** None, as this Agreement does not require a match on the part of the City.

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, RATIFYING A FIRST AMENDMENT TO GRANT AGREEMENT NO. 22PLN51 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) RELATING TO THE CITY'S VULNERABILITY ASSESSMENT AND ADAPTATION ACTION PLAN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 380.093, Florida Statutes, the Florida Legislature established the Resilient Florida Grant Program (the "Program") in order to provide grants to counties and municipalities that are necessary to fund the costs of community resilience planning and necessary data collection for such planning; and

**WHEREAS**, on August 22, 2022, the City Council of the City of Miami Springs (the "City") adopted Resolution No. 2022-4022, accepting a Program grant (the "Grant") in the amount of \$174,600 to develop a Vulnerability Assessment and Adaptation Action Plan and authorizing the City Manager to enter into Grant Agreement No. 22PLN51 ("Agreement") to secure the Program Grant; and

**WHEREAS**, the City was subsequently notified that additional funding in the amount of \$67,000 was available to assist local governments with peril of flood requirements under Florida law (the "Supplemental Grant"); and

**WHEREAS**, specifically, Section 163.3178(2)(f), Florida Statutes, provides that a local government's comprehensive plan should include a coastal management element that includes a redevelopment component for the elimination of inappropriate and unsafe development in coastal areas where opportunities arise; and

**WHEREAS**, the City Manager entered into a First Amendment to the Agreement, attached hereto as Exhibit "A" (the "First Amendment") for the Supplemental Grant; and

**WHEREAS**, the City Council wishes to ratify the First Amendment to the Agreement attached hereto as Exhibit "A" for the Supplemental Grant; 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 First Amendment.** That the City Council hereby ratifies the First Amendment to the Agreement attached hereto as Exhibit "A" with FDEP for the Supplemental Grant.

**Section 3. Implementation.** That the City Manager is authorized to execute any future renewals or extensions of the Agreement, expend budgeted funds, and take such further action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 4. Effective Date.** That this Resolution shall 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 Jacky Bravo	_____
Councilmember Dr. Walter Fajet, Ph.D.	_____
Councilmember Jorge Santin	_____
Councilmember Dr. Victor Vazquez, Ph.D.	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 13<sup>th</sup> day of November, 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

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

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

1. Project Title (Project): <b>City of Miami Springs Vulnerability and Resiliency Assessment and Adaptation Action Plan</b>	Agreement Number: <b>22PLN51</b>
2. Parties <b>State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000</b> (Department)	
Grantee Name: <b>City of Miami Springs</b>	Entity Type: <b>Local Government</b>
Grantee Address: <b>201 Westward Drive, Miami Springs, Florida 33166</b>	FEID: <b>59-6000374</b> (Grantee)
3. Agreement Begin Date: <b>7/1/2021</b>	Date of Expiration: <b>6/30/2024</b>

4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): <b>Miami-Dade County</b>
Project Description: <b>The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes and Adaptation Action Plan for the City of Miami Springs.</b>	

5. Total Amount of Funding:  <b>\$ 241,600.00</b>	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>FY21-22 GAA#1707A</b>	<b>\$ 229,586.00</b>
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>FY22-23 GAA Line# 1776</b>	<b>\$ 12,014.00</b>
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			<b>\$ 241,600.00</b>

6. Department's Grant Manager Name: <b>Kayci Carter</b>  Address: <b>Resilient Florida Program 2600 Blair Stone Road, MS235 Tallahassee, Florida 32399</b> Phone: <b>850-245-8368</b> Email: <b>Kayci.P.Carter@FloridaDEP.gov</b>	Grantee's Grant Manager Name: <b>Jose L. Lopez, PE, PMP</b>  Address: <b>City of Miami Springs 201 Westward Drive Miami Springs, Florida 33166</b> Phone: <b>954-260-5383</b> Email: <b>jlopez@bermelloajamil.com</b>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): <b>Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification</b>



8.	
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

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

**City of Miami Springs**

**GRANTEE**

*(Authorized Signature)*

By \_\_\_\_\_ Date Signed \_\_\_\_\_

**JC Jimenez, City Manager**

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_ Date Signed \_\_\_\_\_  
Secretary or Designee

**Alex Reed, Director of the Office of Resilience and Coastal Protection**

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

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ORCP Additional Signatures

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DEP Grant Manager, Kayci Carter

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DEP QC Reviewer, Jeremy Jimenez

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Grantee may add additional signatures if needed below.

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

**ATTACHMENT 1**

**1. Entire Agreement.**

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

**2. Grant Administration.**

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

**3. Agreement Duration.**

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

#### **4. Deliverables.**

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

#### **5. Performance Measures.**

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

#### **6. Acceptance of Deliverables.**

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

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

## **8. Payment.**

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

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

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

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

## Attachment 1



Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

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

#### **11. Retainage.**

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

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

#### **12. Insurance.**

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

#### **13. Termination.**

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

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

#### **14. Notice of Default.**

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

#### **15. Events of Default.**

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

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

- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

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

#### **17. Force Majeure.**

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

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

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

**20. Remedies.**

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

**21. Waiver.**

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

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

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



**23. Compliance with Federal, State and Local Laws.**

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

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Scrutinized Companies.**

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

**26. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

**27. Record Keeping.**

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

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

**28. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.



- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

#### **29. Conflict of Interest.**

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

#### **30. Independent Contractor.**

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

#### **31. Subcontracting.**

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

#### **32. Guarantee of Parent Company.**

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

#### **33. Survival.**

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

#### **34. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**35. Severability.**

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

**36. Grantee's Employees, Subcontractors and Agents.**

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

**37. Assignment.**

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

**38. Compensation Report.**

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

**39. Execution in Counterparts and Authority to Sign.**

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

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. 22PLN51**

**ATTACHMENT 2**

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

**1. Scope of Work.**

The Project funded under this Agreement is City of Miami Springs Vulnerability and Resiliency Assessment and Adaptation Action Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**

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

**4. Cost Eligible for Reimbursement or Matching Requirements.**

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

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

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

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

**8. Insurance Requirements**

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

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

b. Commercial Automobile Insurance.

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

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

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

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

d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting.**

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

**12. State-owned Land.**

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

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Common Carrier.**

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Additional Terms.**

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
AGREEMENT NO. 22PLN51**

**ATTACHMENT 3**

**PROJECT TITLE:** City of Miami Springs Vulnerability and Resiliency Assessment and Adaptation Action Plan

**PROJECT LOCATION:** The Project is located in the City of Miami Springs within Miami-Dade County, Florida.

**PROJECT DESCRIPTION:**

The City of Miami Springs (Grantee) will complete the Vulnerability and Resiliency Assessment and Adaptation Action Plan (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.) for the City. The Project will also address the Peril of Flood recommendations and will assess exposure and sensitivity vulnerability of the City's infrastructure critical assets for compliance with Section 380.093(3)(d), F.S. and will ensure that any future capital planning process incorporates the impact of flood risks due to climate change. The Project will include a geodatabase, modeling, critical asset inventory, comprehensive VA, and an Adaptation Action Plan (AAP) to evaluate and prioritize a dashboard of adaptation strategies with input from stakeholders.

**TASKS AND DELIVERABLES:**

**Task 1: Acquire Background Data**

**Description:** The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset types as defined in paragraphs 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Commented [LS1]: This is captured in the description above.

**Deliverables:** The Grantee will provide the following: 1) a technical report to outline the data compiled and findings of the gap analysis; 2) a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and 3) GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in s. 380.093(2)(a)1-4, F.S.

**Task 2: Exposure Analysis**

**Description:** The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following: 1) a draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and 2) GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

### **Task 3: Sensitivity Analysis**

**Description:** The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

**Deliverables:** The Grantee will provide the following: 1) an updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutory-required scenarios and standards; and 2) an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

### **Task 4: Final Vulnerability Assessment Report, Maps, and Tables**

**Description:** The Grantee will finalize the Vulnerability Assessment (VA) report pursuant to the requirements in s. 380.093, F.S.. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following: 1) Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.; 2) a final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.; 3) all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and 4) a signed Vulnerability Assessment Compliance Checklist Certification (Exhibit I).

### **Task 5: Adaptation Action Plan**



**Description:** The Grantee will complete an Adaptation Plan (AP) that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AAP into existing AAPs. The AAP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

**Deliverables:** The Grantee will provide the final Adaptation Plan or Report.

#### **Task 6: Public Outreach and Regional Collaboration**

**Description:** The Grantee will conduct at least two public outreach meetings during the project. The focus of the public meetings will be to educate local residents and other stakeholders, about the risks of flooding in their community. It will present a suite of flood resiliency/adaptation strategies possible and will focus on informing the public on vulnerabilities and adaptation options and addressing climate change and sea level rise to be incorporated into future plans and policies. The meetings will use live audience polling to present images of the flood resilience solutions to gain the residents' preferences. The meetings will also catalyze a continuing dialogue with the residents of Miami Springs to make sure they are an integral part of the solution. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable. The meetings will be supplemented with live polling as well as on-line surveys. All materials will be produced in English and Spanish.

**Meeting #1:** Upon completion of the VA, the Grantee will conduct a public meeting/workshop in coordination with local residents and other stakeholders to present an educational PowerPoint which will address the findings from the final VA report, and perform a live polling survey. The Grantee will prepare the invitation, draft and final agendas, create the live polling survey as well as handle the meeting minutes. The materials shall be electronically distributed for comments by the Grantee.

**Meeting #2:** Upon completion of the AAP the Grantee will conduct a public meeting/workshop to present the educational PowerPoint which will give the proposed flood resiliency/adaptation alternatives, and then perform a live polling survey. The Grantee will prepare the invitation, draft and final agendas, create the live polling survey as well as handle the meeting minutes. The materials shall be electronically distributed for comments by the Grantee.

**Deliverables:** The Grantee will provide the following for each meeting: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); 3) a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; 4) a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and 5) a summary report including attendee input and meeting outcomes.

#### **Task 7: Survey for Elevation Certificates**

**Description:** The Grantee will obtain the elevation of critical assets by conducting a site visit to record the elevation information. The elevation is captured running the nearest available benchmark to the vicinity of the critical asset and utilizing a total station to properly document the elevation. The elevation data and information are compiled into a complete elevation certificate document that will be signed and sealed by a Florida-registered Professional Surveyor and Mapper.

**Commented [HKL2]:** Just updating to the most current language for this task; ignore if the changes are already approved by P&P

**Deliverables:** The Grantee will submit the following: 1) list of the buildings where certificates were recorded, to include the building address, critical asset type, and asset class information; and 2) documentation of submission of the copies of the Elevation Certificates to the Florida Department of Emergency Management, as required by Section 472.036, F.S.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within ten (10) working days. Upon review and written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with payment request submittal.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than quarterly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Acquire Background Data	Contractual Services	\$39,500	\$0	\$39,500	7/1/2021	3/31/2024
2	Exposure Analysis	Contractual Services	\$59,000	\$0	\$59,000	7/1/2021	3/31/2024
3	Sensitivity Analysis	Contractual Services	\$25,000	\$0	\$25,000	7/1/2021	3/31/2024
4	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$20,000	\$0	\$20,000	7/1/2021	3/31/2024
5	Adaptation Plan	Contractual Services	\$60,100	\$0	\$60,100	7/1/2021	3/31/2024

**Commented [HKL3]:** If there's no PoF task, I don't believe you need the additional performance measure language; also updated the language to the most recent template

**Commented [HKL4]:** Updated to most recent language

**Commented [LS5]:** Need to re-distribute funds across table.

**Commented [HKL6]:** Just a note that \$12,014 of one of these tasks technically has a start date of 7/1/22 due to the FY in which it was allocated; I can't think of a good way to denote this, but just FYI

6	Public Outreach and Regional Collaboration	Contractual Services	\$25,000	\$0	\$25,000	7/1/2021	3/31/2024
7	Survey for Elevation Certificates	Contractual Services	\$13,000	\$0	\$13,000	7/1/2021	3/31/2024
Total:			<b>\$241,600</b>	<b>\$0</b>	<b>\$241,600</b>		

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

**Attachment 4**

**1. Public Records.**

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

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

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

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

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

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

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

**Attachment 5**

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

**MONITORING**

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

**AUDITS**

**PART I: FEDERALLY FUNDED**

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

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

## PART II: STATE FUNDED

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

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

## PART III: OTHER AUDIT REQUIREMENTS

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

## PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

**Audit Director**

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

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

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

By Mail:

**Audit Director**

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

**Attachment 5**

3 of 7



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

## **PART V: RECORD RETENTION**

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

# EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 21.22	37.098	Resilient Florida Programs	140078
Original Agreement	Florida Department of Environmental Protection	FY 22.23	37.098	Resilient Florida Programs	140078
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$241,600.00
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM-SPECIFIC REQUIREMENTS  
RESILIENT FLORIDA PROGRAM**

**ATTACHMENT 6**

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
  - a. The copyright in any work developed under this Agreement; and
  - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT A  
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT C  
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**EXHIBIT F**  
**DEP AGREEMENT NO. 22PLN51**

**CITY OF MIAMI SPRINGS VULNERABILITY AND RESILIENCY ASSESSMENT AND ADAPTATION  
ACTION PLAN**

**City of Miami Springs**

**Final Project Report**



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

## **Part I. Executive Summary**

## **Part II. Methodology**

## **Part III. Outcome**

*Include evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable. Identify successful outcomes, areas for improvement, and quantifiable metrics as a result of the project.*

## **Part IV. Further Recommendations**

### **Instructions for completing Attachment F Final Project Report Form:**

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM  
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22PLN51

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**License and Indemnification**

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

**I have read and understand the terms of this release.**

Owner signature: \_\_\_\_\_ Date: \_\_\_\_\_

Photo/video/audio/artwork/recording  
file name(s): \_\_\_\_\_

Location of photo/video/audio  
recording/artwork: \_\_\_\_\_

Name of person accepting Work submission \_\_\_\_\_

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
CONTRACTUAL SERVICES CERTIFICATION**

**Exhibit H**

*Required for all grant agreements that include Contractual Services as an expenditure category.*

DEP Agreement Number: 22PLN51

Project Title: City of Miami Springs Vulnerability and Resiliency Assessment and Adaptation Action Plan

Grantee: City of Miami Springs

---

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

---

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

---

Grantee's Grant Manager Signature

---

Print Name

---

Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION**

**Exhibit I**

*Required for all planning grant agreements.*

DEP Agreement Number: 22PLN51

Project Title: City of Miami Springs Vulnerability and Resiliency Assessment and Adaptation Action Plan

Grantee: City of Miami Springs

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In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage at the link below:

<https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>

**Part 1 – Subparagraph 380.093(3)(c)2., F.S.**

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	<input type="checkbox"/>	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
<b>All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:</b>			
b	<input checked="" type="checkbox"/>	Geospatial data in an electronic file format.	
c	<input type="checkbox"/>	GIS metadata.	
d	<input type="checkbox"/>	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

**Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.**

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	<input type="checkbox"/>	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable.	

**Exhibit I**



		<input type="checkbox"/> Not applicable <input type="checkbox"/> Already in compliance	
f	<input type="checkbox"/>	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	<input type="checkbox"/>	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. <i>(optional)</i>	
h	<input type="checkbox"/>	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. <i>(check one)</i> <input type="checkbox"/> NOAA data <input type="checkbox"/> FEMA data	
i	<input type="checkbox"/>	Initial storm surge event equals or exceeds current 100-year flood event.	
j	<input type="checkbox"/>	Higher frequency storm analyzed for exposure of a critical asset. <i>(optional, but must provide additional detail if included)</i>	
k	<input type="checkbox"/>	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. <i>(required if item e is not applicable)</i>	
l	<input type="checkbox"/>	Future boundary conditions have been modified to consider sea level rise and high tide conditions. <i>(optional)</i>	
m	<input type="checkbox"/>	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. <i>(required if item e is not applicable)</i>	
n	<input type="checkbox"/>	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. <i>(optional)</i>	

**Part 3 – Subparagraph 380.093(3)(d)3., F.S.**

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o	<input type="checkbox"/>	All analyses performed in North American Vertical Datum of 1988.	
p	<input type="checkbox"/>	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	<input type="checkbox"/>	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	<input type="checkbox"/>	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	<input type="checkbox"/>	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level <i>(if so, provide Department approval)</i> .	

Identify all counties and municipalities that are included in this Vulnerability Assessment:


I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

---

Grantee's Grant Manager Signature

---

Print Name

---

Date



# AGENDA MEMORANDUM

**Meeting Date:** 11/07/2023

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

**Via:** J.C. Jimenez, City Manager

**From:** Lazaro Garaboa, Public Works Director

**Subject:** Blanket Purchase Order – PRO Energy

---

**RECOMMENDATION:** Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to PRO Energy, utilizing State of Florida under contract # 15100000-19-1 (attached), for the remainder of their contract term, including any extensions through 6/30/2025 in an amount not to exceed \$180,000.00, for purchasing gasoline and diesel as funds were budgeted in the F/Y23/24 Budget pursuant to Section §31.11 (E)(5) of the City Code.

**DISCUSSION:** Pro Energy is the selected vendor for all fuel purchase for city vehicles and equipment.

Spent in FY: 21/22 \$270,586.78

Spent in FY: 22/23 to date \$262,530.61

**Submission Date and Time:** 10/24/2023 12:28 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: _____	Dept./ Desc.: <u>All divisions that have vehicles.</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: _____	Account No.: <u>001-0000-141.03-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ <u>180,000.00</u>
		Total vendor amount: \$ <u>180,000.00</u>



**AMENDMENT NO.: 2**  
Contract Renewal  
Contract No. 15100000-19-1  
Contract Name: Bulk Fuel, Gasoline, and Diesel

**This Amendment** ("Amendment"), effective upon signature of both Parties, to the Bulk Fuel, Gasoline, and Diesel Contract No. 15100000-19-1 ("Contract"), is between the State of Florida, Department of Management Services ("Department") and Pro Energy LLC ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

**WHEREAS**, the Department awarded the above referenced Contract to Pro Energy LLC for the provisions of Bulk Fuel, Gasoline, and Diesel;

**WHEREAS**, the Parties agreed that the Contract may be amended by mutual agreement as provided in Section IV, Contract, of the Contract; and

**WHEREAS**, the Parties agreed that the Contract may be renewed as provided in Section III, Renewal Term, of the Contract.

**THEREFORE**, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

**I. Contract Amendment**

- a) The Contract is amended to replace Exhibit C, Special Contract Conditions in its entirety with the revised Exhibit C, Special Contract Conditions (July 1, 2019 Version).
- b) The Contract is amended to add Exhibit F, Additional Special Contract Conditions.
- c) Section IV of the Contract is deleted in its entirety and replaced with the following:

**IV. Contract**

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.



**AMENDMENT NO.: 2**  
**Contract Renewal**  
**Contract No. 15100000-19-1**  
**Contract Name: Bulk Fuel, Gasoline, and Diesel**

All Exhibits listed below are incorporated in their entirety into, and form part of this Contract. The Contract Exhibits shall have priority in the order listed:

- a) Exhibit A: Scope of Work
- b) Exhibit B: Markup Sheet
- c) Exhibit F: Additional Special Contract Conditions
- d) Exhibit C: Special Contract Conditions
- e) Exhibit D: Addenda to Solicitation, if issued (in reverse order of issuance)
- f) Exhibit E: ITB and other ITB Attachments

**II. Contract Renewal.** Pursuant to Section III, Renewal Term, of the Contract, State Term Contract No. 15100000-19-1 is renewed for a period of three (3) years at the same terms and conditions, except as amended herein, with a new contract expiration date of June 30, 2025.

**III. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

**IV. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**V. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

**IN WITNESS THEREOF,** the Parties have executed this Amendment by their duly authorized undersigned representatives.

**State of Florida:**  
**Department of Management Services**


**By:** \_\_\_\_\_

**Name: J. Todd Inman**

**Title: Secretary**

**Date:**

**Contractor:**

**By:**  \_\_\_\_\_  
6398232F95844BA...

**Name: Clemente Cruz**

**Title: Member**

**Date: 12/28/2021 | 11:47 AM EST**



**AMENDMENT NO.: 2**  
**Contract Renewal**  
**Contract No. 15100000-19-1**  
**Contract Name: Bulk Fuel, Gasoline, and Diesel**

All Exhibits listed below are incorporated in their entirety into, and form part of this Contract. The Contract Exhibits shall have priority in the order listed:

- a) Exhibit A: Scope of Work
- b) Exhibit B: Markup Sheet
- c) Exhibit F: Additional Special Contract Conditions
- d) Exhibit C: Special Contract Conditions
- e) Exhibit D: Addenda to Solicitation, if issued (in reverse order of issuance)
- f) Exhibit E: ITB and other ITB Attachments

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**V. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

**IN WITNESS THEREOF,** the Parties have executed this Amendment by their duly authorized undersigned representatives.

**State of Florida:**  
**Department of Management Services**

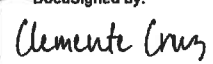
By: 

**Name: J. Todd Inman**

**Title: Secretary**

**Date: 1/25/2022**

**Contractor:**

DocuSigned by:  
By:   
6396232F55644BA...

**Name: Clemente Cruz**

**Title: Member**

**Date: 12/28/2021 | 11:47 AM EST**





## **ADDITIONAL SPECIAL CONTRACT CONDITIONS**

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

### **3.7 Transaction Fees.**

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering reprocurement costs from the vendor in addition to all outstanding fees. Vendors delinquent in paying transaction fees shall be excluded from conducting future business with the state.

### **5.1 Conduct of Business.**

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

#### 5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

#### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT [PUBLICRECORDS@DMS.FL.GOV](mailto:PUBLICRECORDS@DMS.FL.GOV), (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that

directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

#### 13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

#### 12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

**SPECIAL CONTRACT CONDITIONS  
JULY 1, 2019 VERSION**

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**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**

## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

### **SECTION 3. PAYMENT AND FEES.**

#### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

#### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

#### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

#### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

#### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.



### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

#### 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

##### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

#### 6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

#### 6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

#### 6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

#### 6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

### **SECTION 7. LIABILITY AND INSURANCE.**

#### 7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

#### 7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

#### 7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.



The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

## **SECTION 9. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### **10.1 Gratuities.**

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### **10.2 Lobbying.**

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### **10.3 Communications.**

#### **10.3.1 Contractor Communication or Disclosure.**

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### **10.3.2 Use of Customer Statements.**

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

#### **11.2.1 Proposal of Corrective Action Plan.**

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

## 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

### **SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE CITY'S VEHICLES FROM PRO ENERGY FLEET FUELING LLC IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS UTILIZING THE TERMS AND CONDITIONS OF THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES STATE TERM CONTRACT NO. 15100000-19-1 PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the "City") is in need of gasoline and diesel fuel for the City's departmental vehicles (the "Supplies"); and

**WHEREAS**, the Florida Department of Management Services has entered into the competitively bid State Term Contract No. 15100000-19-1 (the "State Contract") with Pro Energy Fleet Fueling LLC (the "Vendor") for the Supplies; and

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

**WHEREAS**, the City Council desires to approve the purchase of the Supplies from the Vendor consistent with the terms and conditions of the State Contract in an amount not to exceed \$180,000 for fiscal year 2023-2024 and budgeted funds in future fiscal years for the term of the State Contract; and

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

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

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

**Section 2. Approval.** That the City Council hereby approves the purchase of the Supplies from the Vendor consistent with the terms and conditions of the State Contract pursuant to Section 31-11(E)(5) of the City Code.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager 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, content, and legal sufficiency, and to expend funds in an amount not to exceed \$180,000 for the Supplies for fiscal year 2023-24 and budgeted funds in future fiscal years for the term of the State Contract.

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

PASSED AND ADOPTED this 13<sup>th</sup> day of November, 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



# AGENDA MEMORANDUM

**Meeting Date:** 11/13/2023

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

**Via:** JC Jimenez, City Manager

**From:** Lazaro Garaboa, Public Works Director

**Subject:** Miami Tiresoles - Blanket Purchase Order

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## RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Miami Tiresoles, utilizing Miami Dade County under contract # FB-01140 (attached), for the remainder of their contract term, including any extensions through 07/31/2024, in an amount not to exceed \$40,000.00 for tires as funds were budgeted in the FY 23/24 Budget pursuant to Section §31.11 (E)(5) of the City Code.

**DISCUSSION:** This is for the purchase of automotive & truck tires for all departments.

Spent in FY: 22/23 \$ 34,411.25

**Submission Date and Time:** 10/24/2023 1:38 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: _____	Dept./ Desc.: <u>All divisions that have vehicles</u>
Prepared by: <u>Lizette Fuentes</u>	Procurement: _____	Account No.: <u>xxx-xxxx-xxx-5207</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ <u>40,000.00</u>
		Total vendor amount: \$ <u>40,000.00</u>



## CONTRACT AWARD SHEET INTERNAL SERVICES DEPARTMENT

BID NO.: FB-01140  
PREVIOUS BID NO.: VARIOUS  
TITLE: TIRE PURCHASES AND RELATED SERVICES  
CURRENT CONTRACT PERIOD: 08/01/2019 THROUGH 07/31/2024  
TOTAL # OF OTRs: 0  
CONTRACT AMOUNT: \$27,409,562.00  
REQUISITION NO.:

### SECTION #1 – APPLICABLE ORDINANCES

Living Wage: N UAP: N IG: N  
Other Applicable Ordinances:

### SECTION #2 – CONTRACT MEASURES

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

### SECTION #3 – CONTRACTING OFFICER

Name : BUTLER, DEBRA  
Phone : 305-375-5663  
Fax : -  
Email : DEBRA.BUTLER@MIAMIDADE.GOV

### SECTION #4 – BPO INFORMATION

1. ABCW1900561

Commodity ID	Commodity Name
863-05	TIRES AND TUBES, PASSENGER VEHICLES

Department	Department Allocation
AV*****	\$1,062,500.00
FR*****	\$1,400,000.00
ID*****	\$21,000,000.00
MT*****	\$367,000.00
PR*****	\$442,843.00
WS*****	\$3,137,219.00

### SECTION #5 – AWARD INFORMATION

BCC Award: N  
BCC Date: 07/10/2019  
DPM Award: N  
DPM Date: 05/21/2019  
Additional Items Allowed:  
Agenda Item No.:  
Special Conditions:

**SECTION #6 – VENDORS AWARDED**

1. **Vendor Name:** BALADO NATIONAL TIRES INC  
**DBA:**  
**FEIN:** 591409593  
**Suffix:** 01  
**Street:** 1633 NW 27 AVENUE  
**City:** MIAMI  
**State:** FL  
**Zip:** 331252139  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET45  
**Terms:**  
**Toll Phone:** 800-826-8052

**Local Vendor:**

**Certified Vendor**

**SBE:**

**Micro Ent. :**

**Other:**

**Assigned Measures**

**Set Aside:**

**Selection Factor:**

**Bid Pref.:**

**Goal:**

**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
ORLANDO HIDALGO, SALES MGR	305-635-9001	800-826-8052	305-635-8434	ORLANDO@BALADO.COM

2. **Vendor Name:** DAN CALLAGHAN ENTERPRISES INC  
**DBA:** CALLAGHAN TIRE  
**FEIN:** 591795428  
**Suffix:** 01  
**Street:** 1301 44TH AVE E  
**City:** BRADENTON  
**State:** FL  
**Zip:** 34203  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment** NET45  
**Terms:**  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**

**Micro Ent. :**

**Other:**

**Assigned Measures**

**Set Aside:**

**Selection Factor:**

**Bid Pref.:**

**Goal:**

**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
JIM FARRELL	305-634-7665	-	305-634-7602	JFARRELL@CALLAGHANTIRE.COM

3. **Vendor Name:** FEDAN CORP  
**DBA:** FEDAN TIRE CO  
**FEIN:** 591899483  
**Suffix:** 01  
**Street:** 2290 W 1 AVENUE  
**City:** HIALEAH  
**State:** FL

**Zip:** 33010  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment Terms:** NET45  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

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

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
FELIX SANCHEZ -	305-885-5415	-	305-888-4063	FEDANTIRE@HOTMAIL.COM

**4. Vendor Name:** CENTRAL TIRE CORP  
**DBA:**  
**FEIN:** 592400326  
**Suffix:** 01  
**Street:** 8275 NW 74 STREET  
**City:** MIAMI  
**State:** FL  
**Zip:** 331662321  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment Terms:** NET45  
**Toll Phone:** 305-968-5789

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**  
**Other:**

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

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
SERGIO LEYVA	305-592-7564	305-968-5789	305-477-4142	CENTRALTIRE@YAHOO.COM

**5. Vendor Name:** CONLAN TIRE CO LLC  
**DBA:**  
**FEIN:** 611789703  
**Suffix:** 01  
**Street:** 209 SW Phosphate Blvd.  
**City:** Mulberry  
**State:** FL  
**Zip:** 33860  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment Terms:** NET45  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**  
**SBE:**  
**Micro Ent. :**

**Assigned Measures**  
**Set Aside:**  
**Selection Factor:**  
**Bid Pref.:**  
**Goal:**

Other:

Vendor Record Verified?

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Jeffrey Scott	908-4191098	-	-	jescott@conlantire.com

6. **Vendor Name:** PELAR TRADING CORPORATION

**DBA:**

**FEIN:** 650480164

**Suffix:** 01

**Street:** 581 E 33 STREET

**City:** HIALEAH

**State:** FL

**Zip:** 33012

**FOB Terms:** DEST-P

**Delivery:**

**Payment** NET14

**Terms:**

**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**

**Micro Ent. :**

**Other:**

**Assigned Measures**

**Set Aside:**

**Selection Factor:**

**Bid Pref.:**

**Goal:**

**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
MICHAEL MIRANDA	305-970-5347	-	305-456-3424	PELAR_TRADING@YAHOO.COM

7. **Vendor Name:** TIRESOLES OF BROWARD INC

**DBA:** MIAMI TIRESOLES

**FEIN:** 650829510

**Suffix:** 01

**Street:** 7800 NW 103RD STREET

**City:** HIALEAH GARDENS

**State:** FL

**Zip:** 33016

**FOB Terms:** DEST-P

**Delivery:**

**Payment** NET45

**Terms:**

**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**

**Micro Ent. :**

**Other:**

**Assigned Measures**

**Set Aside:**

**Selection Factor:**

**Bid Pref.:**

**Goal:**

**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
Terry Skelton	305-8212121	-	305-8264473	tstiresoles@gmail.com

8. **Vendor Name:** KM PEDERSEN ENTERPRISES INC

**DBA:** HOMESTEAD TIRE & AUTO SVC CTR

**FEIN:** 651159898



**Suffix:** 01  
**Street:** 406 WASHINGTON AVE  
**City:** HOMESTEAD  
**State:** FL  
**Zip:** 33030  
**FOB Terms:** DEST-P  
**Delivery:**  
**Payment Terms:** NET14  
**Toll Phone:** -

**Local Vendor:**

**Certified Vendor**

**SBE:**

**Micro Ent. :**

**Other:**

**Assigned Measures**

**Set Aside:**

**Selection Factor:**

**Bid Pref.:**

**Goal:**

**Vendor Record Verified?**

**Contact Details**

Name	Phone 1	Phone 2	Fax	Email Address
MICHELE S PEDERSEN	305-2459533	-	305-2459733	kmped@aol.com

**SECTION #7 – ITEMS AWARDED**

**Details:**

Item #	Description	Qty.	Unit Price
	No Items Awarded		\$

**SECTION #8 – ADDITIONAL NOTES**

Error! Bookmark not defined.

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF TIRES FOR THE CITY'S DEPARTMENTAL VEHICLES FROM TIRESOLES OF BROWARD, INC. D/B/A MIAMI TIRESOLES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS UTILIZING THE TERMS AND CONDITIONS OF MIAMI-DADE COUNTY CONTRACT NO. FB-01140 PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the "City") is in need of tires for the City's departmental vehicles (the "Supplies"); and

**WHEREAS**, Miami-Dade County has entered into the competitively bid Contract No. FB-01140 (the "County Contract") with Tire Soles of Broward, Inc. d/b/a Miami Tiresoles (the "Vendor") for the Supplies; and

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

**WHEREAS**, the City Council desires to approve the purchase of the Supplies from the Vendor consistent with the terms and conditions of the County Contract in an amount not to exceed \$40,000 for fiscal year 2023-24 and budgeted funds in future fiscal years for the term of the County Contract; and

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

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

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

**Section 2. Approval.** That the City Council hereby approves the purchase of the Supplies from the Vendor consistent with the terms and conditions of the County Contract pursuant to Section 31-11(E)(5) of the City Code.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager 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, content, and legal sufficiency, and to expend funds in an amount not to exceed \$40,000 for the Supplies for fiscal year 2023-24 and budgeted funds in future fiscal years for the term of the County Contract.

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

PASSED AND ADOPTED this 13<sup>th</sup> day of November, 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



# AGENDA MEMORANDUM

**Meeting Date:** 11/13/2023

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

**Via:** JC Jimenez, City Manager

**From:** Lazaro Garaboa, Public Works Director

**Subject:** Purchase Order Increase – Petersen Industries

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## RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Petersen Industries, a sole source provider, as there is only one source (proof attached) for the required in an amount not to exceed \$30,000.000 for the hydraulic parts for the cranes, pursuant to Section §31.11 (E)(6)(c) of the City Code.

**DISCUSSION:** Repair the hydraulic parts on the cranes.

**Submission Date and Time:** 10/24/2023 1:34 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: _____	Dept./ Desc.: <u>City Cranes.</u>
Prepared by: <u>Lizette Fuentes</u>	Procurement: _____	Account No.: <u>xxx-xxxx-xxx-4510</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ <u>30,000.00</u>
		Total vendor amount: \$ <u>30,000.00</u>



RE: Lightning Loader Parts

To Whom It May Concern:

This letter is to confirm that Petersen Industries sells Lightning Loader parts directly to customers at the factory direct price. Those parts that we manufacture ourselves, which includes most of the parts that make up the loader, are available directly from Petersen and are proprietary parts.

Petersen stocks over \$750,000 worth of parts at the factory. Most parts, with the exception of some larger assemblies, will ship the day the order is received. Our Parts Department is open Mon – Fri from 7:00AM – 4:30PM. Our staff stands by ready to assist.

If you have any questions, please contact James Miller, our Parts Department Manager, at 1-800-930-5623, ext. 240.

Sincerely  
James Miller  
Parts/Service Manager

[WWW.PETERSENIND.COM](http://WWW.PETERSENIND.COM)

4000 SR 60 West | Lake Wales, FL 33859-8234 | t 800.930.LOAD (5623) | p 863.676.1493 | f 863.676.6844

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF  
THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING  
THE PURCHASE OF HYDRAULIC PARTS FROM  
PETERSEN INDUSTRIES, INC. FOR THE CITY'S CRANES  
FOR FISCAL YEAR 2023-24 IN AN AMOUNT NOT TO  
EXCEED \$30,000; PROVIDING FOR AUTHORIZATION;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the "City") is in need of hydraulic parts (the "Supplies") for the City's cranes to support the City's solid waste operations; and

**WHEREAS**, the City has historically purchased the Supplies from Petersen Industries, Inc. (the "Vendor") as the Supplies are only available from the Vendor; and

**WHEREAS**, pursuant to Section 31-11(E)(6) of the City's Code of Ordinances, the purchase of the Supplies is exempt from the City's competitive procurement process as the City's purchasing agent, in concurrence with the City Manager, has made a written determination that after conducting a good faith review of available sources, there is only one source for the required supplies, materials, or services; and

**WHEREAS**, the City Council desires to approve the purchase of the Supplies from the Vendor for fiscal year 2023-24 in an amount not to exceed \$30,000; and

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

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

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Approval.** The City Council hereby approves the purchase of the Supplies from the Vendor for fiscal year 2023-24 in an amount not to exceed \$30,000 pursuant to Section 31-11(E)(6)(c) of the City Code.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager 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, content, and legal sufficiency, and to expend budgeted funds in an amount not to exceed \$30,000 for fiscal year 2023-24.



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

PASSED AND ADOPTED this 13<sup>th</sup> day of November, 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



# AGENDA MEMORANDUM

**Meeting Date:** 11/13/2023

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

**Via:** JC Jimenez, City Manager

**From:** Paul O'Dell, Golf and Country Club Director

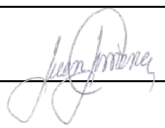
**Subject:** Acushnet

## RECOMMENDATION:

Recommendation by Golf that Council approve an increase to the City's current open purchase order # 240198 with Acushnet, in an amount not to exceed \$51,000.00, for golf products as funds were budgeted in the FY23/24 Budget pursuant to Section §31.11 (F)(5)(11)(C) of the City Code.

**DISCUSSION:** Acushnet owns the rights to Titleist and Foot Joy Brand. We purchase their merchandise through a discounted program and re-sale them at market price at our golf shop.

**Submission Date and Time:** 10/24/2023 1:30 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: _____	Dept./ Desc.: <u>Golf Course Operations</u>
Prepared by: <u>Laurie Bland</u>	Procurement: _____	Account No.: <u>001-5707-572-5205</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ <u>19,000.00</u>
		Current request: \$ <u>51,000.00</u>
		Total vendor amount: \$ <u>70,000.00</u>

**ACUSHNET COMPANY**

October 16, 2020

Miami Springs Country Club  
Attn: Mason Kegley

Re: Sole Source Letter

Dear Mr. Kegley

Thank you for your interest in Acushnet Company products. This letter is to inform you that Acushnet Company is the exclusive manufacturer of Titleist®, FootJoy® and Pinnacle ® golf products.

The Company sells directly to retailers without the assistance of any distributors. The Company's direct accounts are not authorized to sell the Company's products to other points-of-sale. Therefore, the Company is the sole source of the products at wholesale prices.

Should you have any questions regarding the content of this letter, please do not hesitate to contact me at (508) 979-3355.

Sincerely,



Peter E. Pateline

Sr. Director of Sales Admin/Ops - FootJoy

*Titleist®*

P.O. Box 965  
Fairhaven, MA 02719-0965



508-979-2000 phone  
800-577-1002 fax

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF  
THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING  
THE PURCHASE OF ADDITIONAL GOLF PRODUCTS  
FROM ACUSHNET HOLDINGS CORP. FOR THE CITY'S  
GOLF CLUB PRO SHOP FOR FISCAL YEAR 2023-24 IN  
AN AMOUNT NOT TO EXCEED \$51,000; PROVIDING FOR  
AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE  
DATE.**

**WHEREAS**, the City of Miami Springs (the "City") purchases brand name golf apparel, equipment, and merchandise from Titleist and FootJoy (the "Supplies") for resale at the City's Golf Club Pro Shop; and

**WHEREAS**, the City has historically purchased the Supplies from Acushnet Holdings Corp. (the "Vendor") as the Supplies are only available from the Vendor; and

**WHEREAS**, pursuant to Section 31-11(E)(6) of the City's Code of Ordinances, the purchase of the additional Supplies is exempt from the City's competitive procurement process as the City's purchasing agent, in concurrence with the City Manager, has made a written determination that after conducting a good faith review of available sources, there is only one source for the required supplies, materials, or services; and

**WHEREAS**, the City is in need of additional Supplies for resale at the City's Golf Club Pro Shop in the amount of \$51,000, for a total amount not to exceed \$70,000 for fiscal year 2023-24; and

**WHEREAS**, the City Council desires to approve the purchase of the additional Supplies from the Vendor for fiscal year 2023-24 in an amount not to exceed \$51,000; and

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

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

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Approval.** The City Council hereby approves the purchase of the additional Supplies from the Vendor for fiscal year 2023-24 in an amount not to exceed \$51,000 pursuant to Section 31-11(E)(6)(c) of the City Code.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager 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, content, and legal sufficiency, and to expend budgeted funds in an amount not to exceed \$51,000, for a total not to exceed of \$70,000 for fiscal year 2023-24.

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

PASSED AND ADOPTED this 13<sup>th</sup> day of November, 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



# AGENDA MEMORANDUM

**Meeting Date:** 11/13/2023

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

**Via:** JC Jimenez, City Manager

**From:** Paul O'Dell, Golf and Country Club Director

**Subject:** Tropic Oil

**RECOMMENDATION:** Recommendation by Golf that Council waive the competitive bid process in the best interests of the City because of the installation of the free satellite tank monitors which has lowered the overall fuel costs to the city by an estimated \$11,730 in comparison to previous years and approve an expenditure to Tropic Oil, on an "as needed basis" in the amount of \$40,000, for fuel supply services of diesel and regular fuel at Miami Springs Golf & Country Club as funds were budgeted in the FY23/24 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code.

**DISCUSSION:** Tropic Oil installed a free satellite tank monitor which has lowered the overall costs of fuel to the Miami Springs Golf & Country Club. We have been testing the monitoring system for the past several years and currently have saved approximately \$11,730. Because our fuel storage tanks can only hold up to 1000 gallons, 500 gallons for unleaded and 500 gallons for dyed off road diesel, this new technology has allowed us to better monitor our fuel consumption, efficiency, and bring our costs down overall. Only fueling as needed when fuel levels measure below an overall threshold of 600 gallons combined and we do not have to pay any delivery fees. In the event of a natural disaster or state of emergency Tropic Oil has agreed to supply us with a secondary/temporary fuel storage tank should our storage tank fail.

Spent in FY 22/23: \$ 32,600.46

**Submission Date and Time:** 10/24/2023 1:29 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: _____	Dept./ Desc.: <u>Golf Course Maintenance</u>
Prepared by: <u>Laurie Bland</u>	Procurement: _____	Account No.: <u>001-5708-572-5202</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>0</u>
		Current request: \$ <u>40,000.00</u>
		Total vendor amount: \$ <u>40,000.00</u>

**RESOLUTION NO. 2023-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF DIESEL AND REGULAR FUEL FOR THE MIAMI SPRINGS GOLF AND COUNTRY CLUB'S GOLF CARTS AND MAINTENANCE FLEET FROM TROPIC OIL COMPANY LLC IN AN AMOUNT NOT TO EXCEED \$40,000 FOR FISCAL YEAR 2023-24; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the "City") is in need of diesel and regular fuel for the Miami Springs Golf & Country Club's golf carts and maintenance fleet (the "Supplies"); and

**WHEREAS**, the City has historically purchased the Supplies from Tropic Oil Company LLC (the "Vendor"); and

**WHEREAS**, the City Manager recommends that the City Council waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the purchase of the Supplies as being in the best interest of the City; and

**WHEREAS**, the City Council desires to approve the purchase of the Supplies from the Vendor in an amount not to exceed \$40,000 for fiscal year 2023-24 pursuant to Section 31-11(E)(6)(g) of the City Code; and

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

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

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

**Section 2. Approval.** That the City Council hereby approves the purchase of the Supplies from the Vendor pursuant to Section 31-11(E)(6)(g) of the City Code.

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

**Section 4. Authorization.** That the City Council hereby authorizes the City Manager 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, content, and legal sufficiency, and to expend budgeted funds in an amount not to exceed \$40,000 for the Supplies for fiscal year 2023-24.

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

PASSED AND ADOPTED this 13<sup>th</sup> day of November, 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





# AGENDA MEMORANDUM

**Meeting Date:** 11/13/2023

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

**Via:** JC Jimenez, City Manager

**From:** Lazaro Garaboa, Public Works Director

**Subject:** Blanket Purchase Order – Expert Diesel

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## RECOMMENDATION:

Public Works requests Council authorize the issuance and/or execution of purchase order to Expert Diesel, utilizing prequalification pool, EVN0000469, Purchase of OEM/OE Parts, Services, Shop Supplies (attached), for the remainder of their contract term, including any extensions through 08/31/2028, in an amount not to exceed \$25,000.00 for parts and repairs for all city vehicles and equipment as funds were budgeted in the FY 23/24 Budget pursuant to Section §31.11 (E) (5) of the City Code.

**DISCUSSION:** This is for the purchase of automotive parts and repair services.

Spent in FY: 21/22 \$11,123.12

Spent in FY: 22/23 \$19,495.52

**Submission Date and Time:** 10/31/2023 8:23 AM

<b><u>Submitted by:</u></b>	<b><u>Approved by (sign as applicable):</u></b>	<b><u>Funding:</u></b>
Department: <u>Public Works</u>	Dept. Head: _____	Dept./ Desc.: <u>All divisions that have vehicles.</u>
Prepared by: <u>Lizette Fuentes</u>	Procurement: _____	Account No.: _____
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ _____
		Total vendor amount: \$ <u>25,000</u>

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF ORIGINAL EQUIPMENT MANUFACTURER (OEM)/ORIGINAL EQUIPMENT (OE) PARTS AND MISCELLANEOUS FLEET SHOP SUPPLIES FOR THE CITY'S DEPARTMENTAL VEHICLES FROM KVP ENTERPRISES, INC. D/B/A EXPERT DIESEL IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS UTILIZING THE TERMS AND CONDITIONS OF MIAMI-DADE COUNTY CONTRACT NO. EVN0000469 PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the "City") is in need of original equipment manufacturer (OEM)/original equipment (OE) parts and miscellaneous fleet shop supplies for the City's departmental vehicles (the "Supplies"); and

**WHEREAS**, Miami-Dade County has entered into the competitively bid Contract No. EVN0000469 (the "County Contract") with KVP Enterprises, Inc. d/b/a Expert Diesel (the "Vendor") for the Supplies; and

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

**WHEREAS**, the City Council desires to approve the purchase of the Supplies from the Vendor consistent with the terms and conditions of the County Contract in an amount not to exceed \$25,000 for fiscal year 2023-24 and budgeted funds in future fiscal years for the term of the County Contract; and

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

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

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

**Section 2. Approval.** That the City Council hereby approves the purchase of the Supplies from the Vendor consistent with the terms and conditions of the County Contract pursuant to Section 31-11(E)(5) of the City Code.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager 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, content, and legal sufficiency, and to expend funds in an amount not to exceed \$25,000 for the Supplies for fiscal year 2023-24 and budgeted funds in future fiscal years for the term of the County Contract.

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

PASSED AND ADOPTED this 13<sup>th</sup> day of November, 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



# AGENDA MEMORANDUM

**Meeting Date:** November 13, 2023

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

**Via:** J.C. Jimenez, City Manager

**From:** Armando Guzman, Chief of Police

**Subject:** Duty and Training Ammunition

**Recommendation:** Recommendation by the Police Department that Council approve an expenditure to Lawmen's and Shooters' Supply, Inc., utilizing Florida State Contract #46000000-21-STC in the amount of \$28,696.58, for firearms ammunition, as these funds were approved in the FY23/24 Budget pursuant to Section §31.11 (E)(5) of the City Code.

**Discussion/Analysis:** Purchase ammunition for mandatory firearms training and issue duty ammunition. See attached Quote # 101-Q5037 from Lawmen's and Shooters' Supply, Inc.

**Submission Date and Time:** 11/7/2023 9:34 AM

<b><u>Submitted by:</u></b>	<b><u>Approved by (sign as applicable):</u></b>	<b><u>Funding:</u></b>
<b>Department:</b> <u>Police Department</u>	<b>Dept. Head:</b> _____	<b>Dept./ Desc.:</b> <u>Police Operating Supplies</u>
<b>Prepared by:</b> <u>Ariadna Quintana</u>	<b>Procurement:</b> _____	<b>Account No.:</b> <u>001-2001-521.52-00</u>
<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Asst. City Mgr.:</b> _____	<b>Additional Funding:</b> <u>N/A</u>
<b>Budgeted/Funded</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>City Manager:</b> _____	<b>Amount previously approved:</b> \$ _____
		<b>Current request:</b> \$ <u>28,696.58</u>
		<b>Total vendor amount:</b> \$ <u>28,696.58</u>

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF FIREARM AMMUNITION FROM LAWMEN'S & SHOOTERS' SUPPLY, INC. IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS UTILIZING THE TERMS AND CONDITIONS OF THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES (FDMS) CONTRACT NO. 46000000-21-STC PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs ("City") Police Department ("Department") is in need of firearm ammunition (the "Supplies") to provide services for the safety of the City's residents and visitors and facilitate the Department's day-to-day operations; and

**WHEREAS**, the Florida Department of Management Services (FDMS) has entered into the competitively bid Contract No. 46000000-21-STC (the "State Contract") with Lawmen's & Shooters' Supply, Inc. (the "Vendor") for the Supplies; and

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

**WHEREAS**, the City Council desires to approve the purchase of the Supplies from the Vendor consistent with the terms and conditions of the State Contract in an amount not to exceed \$28,696.58 for fiscal year 2023-24 and budgeted funds in future fiscal years for the term of the State Contract; and

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

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

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

**Section 2. Approval.** That the City Council hereby approves the purchase of the Supplies from the Vendor consistent with the terms and conditions of the State Contract pursuant to Section 31-11(E)(5) of the City Code.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager 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, content, and legal sufficiency, and to expend funds for the Supplies in an amount not to exceed \$28,696.58 for fiscal year 2023-24 and budgeted funds in future fiscal years for the State Contract's term.

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

PASSED AND ADOPTED this 13<sup>th</sup> day of November, 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



## Quote

Page:

1

Quote expires  
December 2, 2023 12:00 am

Lawmen's & Shooters' Supply  
701 Columbia Blvd  
Titusville, FL 32780  
321-360-3030  
www.lawmens.net

Invoice #: 101-Q5037  
Invoice Date: 11/2/23  
Station: OFFICE7

**Sold to:** MIAMI SPRINGS POLICE DEPARTMENT  
FINANCE DEPARTMENT  
201 WESTWARD DR, 1ST FL  
MIAMI SPRINGS, FL 33166  
LAW ENFORCE AGENCY  
305-887-1444  
Sgt. Albert Sandoval

**Ship to:** MIAMI SPRINGS PD  
201 WESTWARD DR  
MIAMI SPRINGS, FL 33166  
LAW ENFORC AGENCY

**Customer #:** 11546

**FFL Exp Dt:**

**Ship-via code:**

**Sales Rep:** MARI

**Due Date :** 12/02/2023

**Terms:**

Net due in 30 days

Quantity	Item #	Vendor's item number	Description	Ship-from location	Price	Selling unit	Ext prc
1	23851		FLORIDA STATE CONTRACT: 46000000-21-STC		0.00	EACH	0.00
60	12028	WC93	WIN 9MM LUGER 147GR. WINCLEAN		145.18	CASE10	8,710.80
24	12090	RA9T	WIN 9MM LUGER 147GR. JHP T-SERIES		179.09	CASE10	4,298.16
11	12055	Q3131KY	WIN Q3131KY, 5.56MM, 55 GR, FMJ		459.42	CASE50	5,053.62
10	12099	RA556B	WIN 223 REM/556 NATO 5.56MM 64GRAIN RANGER BONDED		1,063.40	CASE50	10,634.00

**User:** MARI

**Total line items:** 5

**Sale subtotal:** 28,696.58

**Tax:** 0.00

**Total:** 28,696.58

Thank you for shopping at  
Lawmen's & Shooters' Supply!

**\*101-Q5037\***



# AGENDA MEMORANDUM

**Meeting Date:** 11/13/2023

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

**Via:** J.C. Jimenez, City Manager

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

**Subject:** Batting Cage for Prince Field


## RECOMMENDATION:

Recommendation by Recreation that Council approve an expenditure in an amount not to exceed \$37,150.00, to Superior Park Systems, Inc., the lowest responsible quote after obtaining three written quotes (attached), for a new Batting Cage at Prince Field as funds were budgeted in the FY23/24 Budget pursuant to Section §31.11 (C)(2) of the City Code.

## DISCUSSION:

Our current batting cage at Prince Field is antiquated and has some safety issues. We are proposing a new batting cage at Prince Field to better serve our growing Little League Baseball Program and our residents. The Recreation Department will be purchasing the batting cage material, supplies, etc. directly from The Baseball Home, Inc. This quote is for the installation of the Batting Cage, Permits, Concrete Footers Foundations, Site Prep and installation of the Batting Cage and of 3M artificial batting cage turf on new concrete foundation. The funding for this project will be allocated from American Rescue Plan Act (ARPA Funds).

**Submission Date and Time:** 11/6/2023 1:48 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Recreation</u>	 Dept. Head: _____	Dept./ Desc.: <u>Recreation Department</u>
Prepared by: <u>Omar Luna</u>	Procurement: _____	Account No.: <u>001-5701-572-63-00.</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>37,150.00</u>
		Current request: \$ <u>37,150.00</u>
		Total vendor amount: \$ <u>37,150.00</u>



QUOTE 011186

Superior Park Systems, Inc. quotes the following off the Palm Beach County School Board Contract # 15C-32B that the city may purchase (piggyback) at the same price, terms and conditions:



**SUPERIOR PARK  
SYSTEMS**

**QUOTE TO**

City of Miami Springs  
Parks and Recreation Dept.  
1401 Westward Drive  
Miami Springs, FL 33166  
Attn: Omar Luna, Director

**SHIP TO**

City of Miami Springs  
Parks and Recreation Dept.  
1401 Westward Drive  
Miami Springs, FL 33166  
Attn: Omar Luna, Director

**QUOTE NO.** 011186

**DATE** 10/09/2023

**EXPIRATION DATE**

**SHIP DATE**

**CUSTOMER NAME**

City of Miami Springs

**LOCATION**

ACTIVITY	QTY	RATE	AMOUNT
<b>Baseball Netting</b> Prince Field: Installation of batting cage netting system (supplied by City) including all concrete footer foundations and 15'x70' concrete foundation including site prep and installation 3m artificial batting cage turf on new concrete foundation			33,475.00
<b>Engineered Drawings</b> Florida professional engineered-sealed drawings, calculations and permitting. (fees city paid) (2) separate submittal sets of drawings for project		3,675.00	3,675.00
Prince Field: Project to commence 2-3 weeks after receipt of purchase order and approved permitting. Batting cage netting system supplied by city. Quotation valid for 30 days			
		<b>DISCOUNT</b>	
		<b>SHIPPING</b>	
		<b>TOTAL</b>	\$37,150.00
		<b>QUOTE TOTAL</b>	\$37,150.00



"For All of Your Parks and Recreational Needs."

# SSi CONSTRUCTION, INC.

5194 NE 12<sup>th</sup> Avenue  
Oakland Park, FL 33334  
Office 954-771-3667

October 4, 2023

QUOTE#21674

City of Miami Springs  
1401 Westward Drive  
Miami Springs, FL 33166  
Attn: Omar Luna

Miami Springs: Batting Cage Prince Field Quote:

SSi Construction will provide signed FL. engineer drawings for permitting to building department, all site preparation, materials and installation of Batting Cage concrete surface and baseball cage artificial grass. We will provide heavy equipment, concrete footers for support posts and labor to install city provided materials for batting cage.

Start of project 4-6 weeks

Total Price- \$39,745.00

Thank you,  
Shawn Roos

Javy Ortiz Nursery, Inc.  
 7903 NW 7th Court  
 Fort Lauderdale, FL 33324 US  
 +1 7542248551  
 javynursery@gmail.com

## Estimate



ADDRESS
Mr. Omar Luna City of Miami Springs Parks and Recreation Dept.

ESTIMATE #	DATE	
1137	10/02/2023	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
10/02/2023	<b>Sales</b>	Scope of Work Below	1	41,250.00	41,250.00

Prince Field.

New batting cage, netting  
and artificial turf.

As per city provided  
specifications, Install a  
new concrete slab, new  
batting cage perimeter  
netting with a tensioning  
cable system (City will  
supply all materials for  
batting cage system only)  
installation and installation  
of batting turf. Provide  
sealed drawings to city for  
approval for permit

SUBTOTAL.	\$41,250.00
TAX	\$0.00
<b>TOTAL.</b>	<b>\$41,250.00</b>

Accepted By

Accepted Date

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, SELECTING SUPERIOR PARK SYSTEMS, INC. FOR INSTALLATION OF A NEW BATTING CAGE AT PRINCE FIELD; AUTHORIZING THE NEGOTIATION AND EXECUTION OF A CONSTRUCTION CONTRACT IN AN AMOUNT NOT TO EXCEED \$37,150; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) has identified a need to replace the batting cage at Prince Field to better serve the City’s residents and Little League Base Ball Program (the “Project”); and

**WHEREAS**, in accordance with Section §31-11(C)(2) of the City’s Code of Ordinances, the City requested three quotes for the construction of the Project, anticipating that the good faith estimate total cost for the Project would not exceed \$100,000; and

**WHEREAS**, Superior Park Systems, Inc. (the “Contractor”) submitted the lowest quote for the Project at a total cost of \$37,150 (the “Quote”); and

**WHEREAS**, the City Council desires to select the Contractor to construct the Project and authorize the City manager to negotiate and execute a Construction Contract in substantially the form attached hereto as Exhibit “A” with the Contractor in an amount not to exceed \$37,150; 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. Selection.** That the City Council hereby selects the Contractor to construct the Project.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to negotiate and execute a Construction Contract with the Contractor in an

amount not to exceed \$37,150, in substantially the form attached hereto as Exhibit "A," subject to approval by the City Attorney as to form, content, and legal sufficiency.

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

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

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

PASSED AND ADOPTED this 13<sup>th</sup> day of November, 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

## **CONTRACT FOR CONSTRUCTION**

**THIS CONTRACT FOR CONSTRUCTION** (this "Contract") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date") by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the "City"), and **SUPERIOR PARK SYSTEMS, INC.**, a Florida corporation (the "Contractor").

**WHEREAS**, the City has identified a need to replace the batting cage at Prince Field to better serve the City's residents and Little League Base Ball Program (the "Project")

**WHEREAS**, in accordance with Section §31-11(C)(2) of the City's Code of Ordinances, the City requested three quotes for the construction of the Project, anticipating that the good faith estimate total cost for the Project would not exceed \$100,000; and

**WHEREAS**, the Contractor submitted the lowest quote for the performance of the Work (as herein defined) for the Project at a cost of \$37,150, which Quote is attached hereto as Exhibit "A" and incorporated herein by reference and made a part hereof; and

**WHEREAS**, Contractor has represented to the City that it possesses the necessary qualifications, experience and abilities to perform the Work for the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

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

### **1. SCOPE OF WORK**

- 1.1. Scope of Work.** Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work" or the "Project") including, without limitation as described in the quote attached hereto as Exhibit "A" (the "Plans") and approved by the City Manager or his designee (the "Project Consultant") and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

#### **CITY OF MIAMI SPRINGS**

#### **PRINCE FIELD BASEBALL BATTING CAGE REPLACEMENT PROJECT**

- 1.2. Pre-Construction Conference.** Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the City, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

- 1.3. Project Schedule.** Contractor must submit a proposed Project Schedule as follows:

- 1.3.1.** Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) calendar days from

the date this Contract is executed by both parties for the review and approval of the Project Consultant or City as applicable. This initial schedule shall establish the baseline schedule for the Project.

**1.3.2.** All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each Change Order that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.

**1.3.3.** All Project Schedules must be prepared in Microsoft Project or approved equal by the City. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

#### **1.4. Records.**

**1.4.1. As-Built Drawings.** During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the City and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure, internal piping, and electrical/signal conduits in or below the concrete floor (indicating the size, depth, and voltage in each conduit). To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

**1.4.1.1.** Depths of various elements of foundation in relation to finish first floor datum.

**1.4.1.2.** All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.

**1.4.1.3.** Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.

**1.4.1.4.** Field changes in dimensions and details.

**1.4.1.5.** Changes made by Project Consultant's written instructions or by Change Order.

**1.4.1.6.** Details not on original Contract Drawings.

**1.4.1.7.** Equipment, conduit, electrical panel locations.

**1.4.1.8.** Project Consultant's schedule changes according to Contractor's records and shop drawings.

**1.4.1.9.** Specifications and Addenda: Legibly mark each section to record:

**1.4.1.9.1.** Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.

**1.4.1.9.2.** Changes made by Project Consultant's written instructions or by Change Order.

**1.4.1.10.** Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

**1.4.1.10.1.** As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the City at no additional cost, including digital I (CAD and PDF) versions.

**1.4.1.10.2.** For construction of new building, or building additions, field improvements, and or roadway improvements, as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

**1.4.2. Record Set.** Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

**1.4.3. Construction Photographs.** Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the City. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the City. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted



through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

### **1.5. Staging Site.**

**1.5.1.** The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the City.

**1.5.2.** The City at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the City, the City assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

**1.5.3.** The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the City as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

**1.5.4.** No parking is permitted at a City provided staging site without the prior written approval of the City.

**1.6. Purchase and Delivery, Storage and Installation.** All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and local laws, rules and regulations. No materials will be stored on-site without the prior written approval of the City.

**1.7. Approval of Subcontractors.** For any scope of work that the Contractor will utilize a subcontractor, the Contractor may only retain or utilize the services of the particular subcontractor with the prior written approval of the City Manager, which approval may be granted or withheld in the City Manager's sole and absolute discretion. The Contractor shall provide at least fourteen (14) days notice to the City Manager and the Project Consultant of its intent to retain or utilize a subcontractor.

**1.8. Project Signage.** Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Consultant or the City as applicable.

## **2. CONTRACT TIME**

**2.1.** Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the City Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to City of all required documents and after execution of this Contract.

**2.2.** Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within fourteen (14) calendar days from the date specified in the Notice to Proceed ("Contract Time")**. Substantial Completion shall be defined for this purpose as the date on which City receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within twenty-one (21) calendar days from the date specified in the Notice to Proceed ("Final Completion Time")**. The Final Completion date is defined as the date determined by the City when all Work, including punch list items, has been completed in accordance with the Contract Documents and Contractor has delivered to City all documentation required herein.

**2.3.** Upon failure of Contractor to substantially complete the Work as defined in this Agreement within the Contract Time, Contractor shall pay to City the sum of **\$300.00** for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the Contractor achieves Substantial Completion. Upon failure of Contractor to fully complete the Work and achieve Final Completion within the Final Completion Time, Contractor shall pay to City the sum of **\$300.00** for each calendar day after expiration of the Final Completion Time that the Contractor fails to achieve Final Completion up until the date that the Contractor achieves Final Completion. These amounts are not penalties but are liquidated damages payable by Contractor to City for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by City as a consequence of Contractor's delay and failure of Contractor to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

**2.4.** City is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to City by Contractor exceeds monies due Contractor from City, Contractor shall be liable and shall immediately upon demand by City pay to City the amount of said excess.

### **3. CONTRACT PRICE AND PAYMENT PROCEDURES**

**3.1. Guaranteed Maximum Price.** The City shall pay the Contractor an amount not to exceed **\$37,150.00** for the performance of the Work in accordance with the line items and unit prices included in Exhibit "A" (the "Contract Price"). The Contract Price shall be full compensation for all services, labor, materials, equipment, and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.

**3.2. Schedule of Values.** The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or City as applicable may require further breakdown after review of the Contractor's submittal. The City reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form. The Contractor guarantees that each individual line item contained in the schedule of values submitted as part of a competitive solicitation shall not be increased without written approval by the City Manager.

**3.3. Payment Application Procedures.** City shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the City shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10<sup>th</sup> of each month for the prior month to the Project Consultant. Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the City or City's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as City shall determine or City may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by City until final completion and acceptance of the Work by City. In the event there is a dispute between Contractor and City concerning a Pay Application, dispute resolution procedures shall be conducted by City commencing within 45 days of receipt of the disputed Payment Application. The City shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

**3.4. Progress Payment Applications.** Each progress payment application submitted to the City must include:

**3.4.1.** A sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and subcontractors dealing with the Contractor were paid in full as it relates to all Work performed up to the time of the request for payment;

**3.4.2.** Partial conditional releases or waivers of lien by the Contractor, material suppliers, subcontractors, and any lienors serving a Notice to the City and evidence of proof of payment of any indebtedness incurred with respect to the Work of the Contractor as may be required by the City;

**3.4.3.** Evidence that all Work was fully performed as required by the Contract Documents up to the time of the request for payment and that the Work was inspected and accepted by the City and any other governmental authorities required to inspect the Work; and

**3.4.4.** An updated Project schedule, including a two-week look-ahead schedule, as approved in writing by the City Manager.

**3.4.5.** All Buy-Out Savings, including supporting documentation relating to the calculation of the Buy-Out Savings.

**3.5. Final Payment.** Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the City, and upon receipt of consent by any surety, City shall pay the remainder of the Contract Price (including Retainage) as recommended by the City's Project Consultant and Building Official. Final payment is contingent upon receipt by City from Contractor of:

**3.5.1.** An affidavit that payrolls, bills for materials, equipment, and other indebtedness were paid in full as it relates to all Work performed under this Contract;

**3.5.2.** A certificate evidencing that insurance required by the Contract Documents shall remain in effect after final payment is made;

**3.5.3.** A written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;

**3.5.4.** Documentation of any special warranties, including, but not limited to, any manufactures' warranties or specific subcontractor warranties;

**3.5.5.** Evidence that all Punch List items have been fully completed to the satisfaction of the City;

**3.5.6.** All previously undelivered manufacturer and subcontractor guarantees, warranties, and manuals and documents required by the Contract Documents;

**3.5.7.** Final releases of lien, waivers of claim, satisfactions of liens or claims, and such other affidavits as may be reasonably required by the City to assure a lien-free and claim-free completion of the Work;

**3.5.8.** Evidence that the Contractor has fully cleaned and restored the site, including removal of all rubbish and debris;

**3.5.9.** At least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work;

**3.5.10.** Such other documents necessary to show that the Contractor has complied with all other requirements of the Contract Documents; and

**3.5.11.** Cost Savings, including supporting documentation used to calculate the Cost Savings.

**3.6. Payment Withholding.** The City may withhold any payment, including a final payment, for application to such extent as may be necessary, as determined by the City's Project Consultant, to protect the City from loss for which the Contractor is responsible in the event that:

**3.6.1.** The Contractor performs defective Work and such Work has not been corrected, provided that the amount withheld shall be limited to the amount sufficient to cover such defective Work;

**3.6.2.** A third-party files a claim or lien in connection with the Work or this Contract;

**3.6.3.** The Contractor fails to make payments properly to subcontractors or suppliers for labor, materials, or equipment which has been paid by the City, provided that the amount withheld shall be limited to the amount sufficient to cover such payments to subcontractors or suppliers for labor, materials, or equipment;

**3.6.4.** The City has reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

**3.6.5.** The Contractor, its employees, subcontractors, or agents have damaged the City;

**3.6.6.** The City has reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay;

**3.6.7.** The Contractor has failed to progress the Work satisfactorily and/or according to the Contract Schedule;

**3.6.8.** The Contractor has failed to carry out the Work in accordance with the Contract Documents;

**3.6.9.** The Contractor has failed to provide requisite releases of lien for each payment application in accordance with the Contract Documents; and/or

**3.6.10.** Any other failure to perform a material obligation contained in the Contract Documents.

**3.7. No Waiver of City Rights.** The payment of any Application for Payment by the City, including the final request for payment, does not constitute approval or acceptance

by the City of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the City 's rights hereunder or at law or in equity.

**3.8. Payment to Sub-Contractors; Certification of Payment to Subcontractors.** The term "subcontractor," as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the City. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the City.

**3.9. Cost Savings and Value Engineering.**

**3.9.1. Cost Savings.** In the event the Contractor rebids or renegotiates with any subcontractor to reduce subcontractor costs for the performance of the Work, then the difference between (i) the sum of the subcontractor costs used to establish the Contract Price, as set forth in the Schedule of Values, and (ii) the sum of the revised subcontractor costs, including any early payment or similar discounts (the "Cost Savings"), shall revert to the City. The Contract Price shall be adjusted in accordance with any Cost Savings through a Change and the Schedule of Values shall also be revised to reflect the new Contract Price.

**3.9.2. Value Engineering.** Contractor shall participate in Value Engineering the Contract Documents with the City and the Architect with the goal of finding acceptable means for reducing the cost of the Work. Upon acceptance by the City of recommendation for Value Engineering, the Contract Documents shall be modified to reflect such changes. All savings in connection with Value Engineering of the Work shall revert to City.

**4. CONTRACT DOCUMENTS**

**4.1.** The Contract Documents, which comprise the entire agreement between the City and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications attached hereto as Exhibit "A" (the "Plans and Technical Specifications"), the ITB and any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing) attached hereto as Exhibit "B", the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project.

**4.2.** This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**4.3.** The Contract Documents shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the

Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

**4.4. Conflicts; Order of Priority.** This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Work shall apply:

**4.4.1.** First Priority: Change Orders with later date taking precedence;

**4.4.2.** Second Priority: This Base Agreement;

**4.4.3.** Third Priority: Exhibit "A," the Plans and Technical Specifications;

**4.4.4.** Fourth Priority: Exhibit "B," the Bid; and

**4.4.5.** Fifth Priority: Contract Documents, excluding this Base Agreement and Exhibits listed in this Section.

## **5. INDEMNIFICATION**

**5.1.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, consultants, and employees, from and against any and all demands, claims, losses, expenses, suits, liabilities, causes of action, judgment or damages, including but not limited to legal fees and costs and through appeal, arising out of, related to, resulting from, or in any way connected with Contractor's negligence, recklessness, or intentional misconduct in the Contractor's performance or non-performance of this Contract, Contractor's obligations, or the Work related to the Contract, including but not limited to by reason of any damage to property, or bodily injury or death incurred or sustained by any person, or to injury to or destruction of tangible property or any other property (other than the Work itself) including the loss of use resulting therefrom, caused in whole or in part by any willful, wanton, or negligent, or grossly negligent acts or omissions of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by applicable law and regardless of the negligence of any such party.. Additionally, the Contractor shall defend, indemnify, and hold the City harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other employment related litigation or worker's compensation claims under federal, state, or local law.

**5.2.** The provisions of this section shall survive termination of this Contract.

## **6. INSURANCE AND BONDS**

## **6.1. Insurance.**

**6.1.1.** Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by City and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

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

**6.1.1.2.** Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Contractor must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

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

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

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

**6.1.1.3.** Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition



of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

**6.1.1.4.** Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of City and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief. If Builder's Risk insurance is not required for this Project, the City shall select this box: ☐.

**6.1.1.5.** Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

**6.1.2. Certificate of Insurance.** On or before the Effective Date of this Contract, the Contractor shall provide the City with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

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

**6.1.2.2. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Contractor shall be

responsible for the payment of any deductible or self-insured retentions in the event of any claim.

**6.1.3.** The provisions of this section shall survive termination of this Contract.

**6.2. Bonds.** Prior to performing any portion of the Work the Contractor shall deliver to City the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by City and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to City. As authorized by Section 255.05(1)(a), Florida Statutes, if this Project is exempt from posting of a payment and performance bond, the City shall select this box: ☐.

## **7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

**7.1.** In order to induce the City to enter into this Contract, the Contractor makes the following representations and warranties:

**7.1.1.** Contractor represents the following:

**7.1.1.1.** Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

**7.1.1.2.** Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

**7.1.1.3.** Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

**7.1.1.4.** Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the City does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

**7.1.1.5.** Contractor is aware of the general nature of Work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.

**7.1.1.6.** Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

**7.1.1.7.** Contractor has given City written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by City is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**7.1.1.8.** The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to City, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

**7.2. No recovery for changed market conditions.**

**7.2.1.** In entering into the Contract, Contractor represents and warrants that it has accounted for any and all inflation-related events, recession, labor or material shortages, supply chain disruptions, delivery lead time, or price increases that may be caused by local and or national conditions, whether known or unknown at the time of entering into the Contract (the “Market Conditions”). Contractor further specifically represents and warrants that it has considered all impacts and potential impacts, including any current and future supply chain disruptions and labor shortages, associated with the following events: (1) worldwide pandemics including, but not limited to, COVID-19 and Monkey Pox (the “Pandemics”) and (2) the current military conflict involving Russia and the Ukraine (the “Ukraine Military Conflict”). Contractor also represents and warrants that in determining time requirements for procurement, installation, and construction completion, Contractor has taken into account the impacts of Market Conditions, the Pandemics, and the Ukraine Military Conflict, and has included all of those factors in the Construction Schedule and Contract Sum.

**7.2.2.** Contractor shall not seek any price increases or time extensions relating to or arising from the impacts of any Market Conditions, the Pandemics or Ukraine Military Conflict.

**7.2.3.** The City shall not make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Section.

**7.3.** Contractor warrants the following:

**7.3.1. Anti-Discrimination.** Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

**7.3.2. Anti-Kickback.** Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the City has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

**7.3.3. Licensing.** Contractor represents that it is a properly qualified and licensed contractor in good standing within the jurisdiction within which the Project is located. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses from the federal, state, Miami-Dade County, City, or other governmental or regulatory entity. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses required for this Project, including City building permits. Prior to commencement

of the Work, the Contractor shall provide the City with copies of all required licenses.

**7.3.4. Permits.** Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required permits from the federal, state, Miami-Dade County, City, or other governmental or regulatory entity with jurisdiction over the site that are necessary to perform the Work. Contractor acknowledges that it is the obligation of Contractor to obtain all permits required for this Project, including City building permits. Prior to commencement of the Work, the Contractor shall provide the City with copies of all required permits. City building permit fees may be waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

#### **7.4. Defective Work; Warranty and Guarantee.**

**7.4.1.** City shall have the authority to reject or disapprove Work which the City finds to be defective. If required by the City, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

**7.4.2.** Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the City or its designee, City shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, City may declare Contractor in default.

**7.4.3.** The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of three (3) years from the date of Substantial Completion. If, within three (3) years after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from City, shall promptly correct such defective or nonconforming Work within the time specified by City without cost to City. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the City prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to City all material and equipment warranties upon completion of the Work hereunder.

**7.4.4.** Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

#### **8. DEFAULT, TERMINATION, AND SUSPENSION; REMEDIES**

**8.1. Termination for Cause.** If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, City may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by City, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by City shall exceed monies due Contractor from City, Contractor shall be liable and shall pay to City the amount of said excess promptly upon demand therefore by City. In the event it is adjudicated that City was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by City for convenience as described below.

**8.2. Termination for Convenience.** This Contract may be terminated by the City for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the City. In such event, the Contractor shall promptly submit to the City its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

**8.3. Suspension of Contract.** This Contract may be suspended for convenience by the City upon seven (7) calendar days' written notice to the Contractor or immediately if suspended in connection with a local or state declaration of emergency. Suspension of the Work will entitle the Contractor to additional Contract Time as a non-compensable, excusable delay.

**8.4. Termination Due to Lack of Funding.** This Contract is subject to the conditions precedent that: (i) City funds are available, appropriated, and budgeted for the Work, the Project, and/or Contract Price; (ii) the City secures and obtains any necessary proceeds, grants, and/or loans for the accomplishment of the Work and/or the Project pursuant to any borrowing legislation adopted by the City Council relative to the Project; and (iii) City Council enacts legislation which awards and authorizes the execution of this Contract if such is required.

**8.5. No Damages for Delay.** No claim for damages or any claim, other than for an extension of time shall be made or asserted against City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by City. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay.

**8.6. Waiver of Consequential Damages.** Contractor assumes all risks for the following items, none of which shall be the subject of any Change Order or Claim and none of which shall be compensated for except as they may have been included in the Contractor's Contract Price as provided in the Contract Documents: Loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, inefficiencies, costs to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute Claims, and loss of projects not bid upon, or any other indirect and consequential costs not listed herein. No compensation shall be made for loss of anticipated profits from any deleted Work.

**8.7. Litigation of Claims.** Mediation shall not be required before either party may proceed to litigation.

**8.8. Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

## **9. CHANGES IN THE WORK**

### **9.1. Change Orders.**

**9.1.1.** Without invalidating the Contract Documents, and without notice to any Surety, the City reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the City. The City reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisions of the Contract Documents.

**9.1.2.** For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order ("RCO") in a form approved by the City, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The City may require Contractor to provide additional

data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

**9.1.3.** Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties and, if required by the City Code of Ordinances, approved by the City Council.

**9.1.4.** In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the City reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the City directs the Contractor to proceed on a time and materials basis, the City shall impose a maximum not-to-exceed amount and the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the City.

**9.2. Continuing the Work.** Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with City, including disputes or disagreements concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

## **10. MISCELLANEOUS**

**10.1. No Assignment.** Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the City Manager.

### **10.2. Contractor's Responsibility for Damages and Accidents.**

**10.2.1.** Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by City and shall promptly repair any damage done from any cause.

**10.2.2.** Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by City, Contractor shall replace same without cost to City.

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

**10.4. Waiver of Jury Trial.** CITY AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN



RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

**10.5. Prevailing Party; Attorneys' Fees.** In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all trial and appellate levels. In addition, the prevailing party shall be entitled to recover from the non-prevailing party all litigation costs associated with discovery, processing, management, hosting, and production of electronically stored information (ESI).

**10.6. Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

**10.7. Examination and Retention of Contractor's Records.**

**10.7.1.** The City or any of its duly authorized representatives shall, for five (5) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

**10.7.2.** The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of City providing for retention and audit of records.

**10.7.3.** The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

**10.7.4.** The City may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the City Manager or designees to any Records pertaining to work performed under this Contract that are subject to the provisions of Chapter 119, Florida Statutes.

**10.8. Authorized Representative.**

**10.8.1.** Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to City to represent and act for Contractor and shall inform City, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for

Contractor. Contractor shall keep City informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

**10.8.2.** The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the City. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the City, Contractor shall replace the unacceptable personnel with personnel acceptable to the City.

**10.9. Taxes.** Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties and assessments.

**10.10. Utilities.** Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to City. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

**10.11. Safety.** Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property and in full compliance with Occupational Safety and Health Act requirements and all other similar applicable safety laws or codes. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. City shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

**10.12. Cleaning Up.** Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the

event of Contractor's failure to comply with the foregoing, the same may be accomplished by City at Contractor's expense.

**10.13. Liens.** Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, City shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, City shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay City's reasonable attorneys' fees and costs incurred in connection therewith.

**10.14. Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

**10.15. Independent Contractor.** The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

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

**10.17. Ownership and Access to Records and Audits.**

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

**10.17.2.** Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The City Manager or her designee shall, during the term of this Contract and for a period of five (5) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract, and following completion of the Contract until the records are transferred to the City.

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

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

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

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

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

**10.17.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, CITY CLERK, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, [gonzaleze@miamisprings-fl.gov](mailto:gonzaleze@miamisprings-fl.gov).**

**10.18. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

## **11. SPECIAL CONDITIONS**

The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

### **11.1. Unsatisfactory Personnel.**

**11.1.1.** Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

**11.1.2.** The City may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the City within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The City will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

**11.2. Hours of Work.** Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the City or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the City Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the City.

**11.3. Maintenance of Traffic.** Whenever required by the scope of Work, by federal, state, or local law, or requested by the City to protect the public health, safety, and welfare, a Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal

of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the City with a proposed MOT plan for review. The City may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

**11.4. Royalties and Patents.** All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

**11.5. Substitutions.** Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The City may require an adjustment in price based on any proposed substitution.

**11.6. Severe Weather Preparedness.** During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the City, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the City has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

**11.7. American Rescue Plan Act Contract Conditions.** The Contractor acknowledges that the Work may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the City pursuant to the American Rescue Plan Act ("ARPA"). Towards that end, the Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by ARPA, as further detailed in the ARPA Contract Conditions. If compliance with the ARPA Addendum is required, the City shall select this box: ☒.

**11.8. Grant Funding.** The Contractor acknowledges that the Work may be fully or partially funded utilizing funds from the grants listed below (each a "Grant"). Accordingly, the Contractor warrants and represents that it has reviewed the terms and conditions for each Grant and will perform the Work in accordance with the terms and conditions of the Grant. If the Work will be funded utilizing Grant funds, the City shall select this box: ☐.

**Grant Title**

**Grant Agreement Exhibit**

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If the Work will be funded utilizing Grant funds, the City shall select this box: ☐.

**11.9. DBE Contract Assurance.**

**11.9.1.** The City affirms it has encouraged women-owned, minority-owned, and disadvantaged businesses of the Project and be responsive to the opportunity of the award of this Contract.

**11.9.2.** Contractor, or any subcontractor performing Work under this Contract, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFE Part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

**11.10. Scrutinized Companies.**

**11.10.1.** Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

**11.10.2.** If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

**11.10.3.** The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

**11.10.4.** As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

# CITY OF MIAMI SPRINGS

## Page 27 of 28



### E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

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

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Witness #2 Print Name: \_\_\_\_\_

Entity Name: \_\_\_\_\_

### ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

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

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

\_\_\_\_\_ Personally known to me; or

\_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_ Did take an oath; or

\_\_\_\_\_ Did not take an oath

# EXHIBIT A

## CONTRACTOR'S QUOTE

QUOTE 011186

Superior Park Systems, Inc. quotes the following off the Palm Beach County School Board Contract # 15C-32B that the city may purchase (piggyback) at the same price, terms and conditions:



SUPERIOR PARK  
SYSTEMS

QUOTE TO  
City of Miami Springs  
Parks and Recreation Dept.  
1401 Westward Drive  
Miami Springs, FL 33166  
Attn: Omar Luna, Director

SHIP TO  
City of Miami Springs  
Parks and Recreation Dept.  
1401 Westward Drive  
Miami Springs, FL 33166  
Attn: Omar Luna, Director

QUOTE NO. 011186  
DATE 10/09/2023  
EXPIRATION DATE

SHIP DATE

CUSTOMER NAME LOCATION  
City of Miami Springs

ACTIVITY	QTY	RATE	AMOUNT
<b>Baseball Netting</b> Prince Field: Installation of batting cage netting system (supplied by City) including all concrete footer foundations and 15'x70' concrete foundation including site prep and installation 3m artificial batting cage turf on new concrete foundation			33,475.00
<b>Engineered Drawings</b> Florida professional engineered-sealed drawings, calculations and permitting. (fees city paid) (2) separate submittal sets of drawings for project		3,675.00	3,675.00
Prince Field: Project to commence 2-3 weeks after receipt of purchase order and approved permitting. Batting cage netting system supplied by city. Quotation valid for 30 days	DISCOUNT		
	SHIPPING		
	TOTAL		\$37,150.00
	QUOTE TOTAL		\$37,150.00



"For All of Your Parks and Recreational Needs."

(954) 445-7000 | 1418 Scott St. Hollywood, FL 33020 | [mitch@superiorparksystems.com](mailto:mitch@superiorparksystems.com)

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_, 20\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Name: \_\_\_\_\_

You are hereby notified that the Contract Times under the above Contract will commence to run on \_\_\_\_\_, 2023. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 2 of the Contract, the dates of Substantial Completion and completion and readiness for final payment are \_\_\_\_\_, 2023 and \_\_\_\_\_, 2023, \_\_\_\_/\_\_\_\_ days respectively.

Before you may start any Work at the site, Article 6 provides that you must deliver to the City (\_\_\_ check here if applicable, with copies to \_\_\_\_\_ and other identified additional insureds) Certificates of Insurance in accordance with the Contract Documents.

In addition, before you may start any Work at the site, you must: (add any additional requirements)

\_\_\_\_\_  
\_\_\_\_\_

**CITY OF MIAMI SPRINGS**

By: \_\_\_\_\_  
Juan Carlos "J.C." Jimenez  
City Manager

**ACCEPTANCE OF NOTICE TO PROCEED**

**SUPERIOR PARK SYSTEMS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AMERICAN RESCUE PLAN ACT ADDENDUM TO  
CONTRACT FOR CONSTRUCTION  
BETWEEN  
CITY OF MIAMI SPRINGS  
AND  
SUPERIOR PARK SYSTEMS, INC.**

**THIS ARPA ADDENDUM** to the **CONTRACT FOR CONSTRUCTION** (the “ARPA Addendum”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date of this Addendum”), by and between **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”) and **SUPERIOR PARK SYSTEMS, INC.**, a Florida corporation (hereinafter, the “Contractor”). Collectively, the City and the Contractor are referred to as “Parties.”

**WHEREAS**, on [DATE], the City entered into a Contract for Construction with the Contractor for the City Prince Field Baseball Batting Cage Replacement Project (the “Project”), as further defined in the Agreement (the “Agreement”); and

**WHEREAS**, on March 11, 2021, the federal government adopted the American Rescue Plan Act (“ARPA”), which, among other things, provides local governments with emergency COVID-19 funding; and

**WHEREAS**, the City desires to utilize ARPA funding to implement the Project (the “Project”); and

**WHEREAS**, in order to utilize ARPA funding for the Project, the City desires to incorporate federally required contract provisions relating to ARPA into the Agreement, as set forth in this ARPA Addendum; and

**WHEREAS**, the City and Contractor wish to modify the terms of the Agreement in accordance with the terms and conditions set forth in this ARPA Addendum.

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

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

**2. American Rescue Plan Act Provisions.** The Agreement is hereby amended by adding the following provisions to the Agreement:

**2.1. Mandated Federal Agreement Conditions.**

**2.1.1.** In connection with the performance of this Agreement, Contractor acknowledges that compensation for the Project services under this Agreement shall be fully or partially funded using the Coronavirus State and Local Fiscal Recovery Funds allocated to the City

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<sup>1</sup> Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

pursuant to the American Rescue Plan Act. As such, Contractor shall comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this Agreement:

**ARPA Exhibit 1.** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable and as may be amended from time to time;

**ARPA Exhibit 2.** The U.S. Department of the Treasury's Final Rule governing ARPA, dated January 27, 2022;

**ARPA Exhibit 3.** U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019);

**ARPA Exhibit 4.** The U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, dated April 27, 2022;

**ARPA Exhibit 5.** American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement between the City and the State of Florida, Division of Emergency Management;

**ARPA Exhibit 6.** The U.S. Department of the Treasury's ARPA Compliance and Reporting Guidance, dated June 17, 2022; and

**ARPA Exhibit 7.** Assurances of Compliance with Civil Rights Requirements.

A copy of the above-referenced documents are available for inspection by the Contractor at the Office of the City Clerk and at the following City link: <https://www.miamisprings-fl.gov/finance/coronavirus-state-and-local-fiscal-recovery-funds-slfrf-program-part-american-rescue-plan>.

**2.1.2. Title VI Requirements.** Contractor acknowledges that the City has certified compliance with Title VI of the Civil Rights Act of 1964 to the U.S. Department of the Treasury on the form incorporated herein as ARPA Exhibit 7. Towards that end, Contractor shall ensure that performance of work in connection with this Agreement complies with the certifications and requirements contained in ARPA Exhibit 7 and shall also adhere to the following provisions:

(1) The Contractor and its subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited

English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

(2) Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, and that the Contractor shall undertake an active program of nondiscrimination in its administration of the Work under this Agreement.

**2.1.3. Americans with Disabilities Act Requirements.** The Contractor agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications. Additionally, Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 3601), which prohibits discrimination against individuals on the basis of discrimination under any program or activity under this Agreement.

**2.1.4. Age Discrimination Act of 1975.** Contractor shall comply with the requirements of 42 U.S.C. §§ 6101 et seq., as amended, and the Treasury’s implementing regulations (31 CFR Part 23), which prohibits the discrimination on the basis of age in programs or activities under this Agreement.

**2.1.5. Protections for Whistleblowers.**

(1) In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(2) The list of persons and entities referenced in the paragraph above includes the following:

- i. A Member of Congress or a representative of a committee of Congress.
- ii. An Inspector General
- iii. The Government Accountability Office.
- iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- v. An authorized official of the Department of Justice or other law enforcement agency.

vi. A court or grand jury.

vii. A management official or other employee of the Contractor, subcontractor, the State of Florida, or the City who has the responsibility to investigate, discover, or address misconduct.

(3) The Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**2.1.6. Compliance with Immigration and Nationality Act (INA).** Contractor hereby certifies that it does not knowingly employ unauthorized alien workers in violation of the employment provisions contained in 8 USC Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")].

**2.1.7. Seat Belts Required.** Pursuant to Executive Order 13043, 62 FR 19217, Contractor shall adopt and enforce policies or programs that require employees to use seat belts while operating or traveling on vehicles owned, rented, or personally owned by the Contractor and its employees while performing the Work.

**2.1.8. Texting While Driving Ban.** Pursuant to Executive Order 13513, 74 FR 51225, Contractor shall adopt and enforce policies that ban text messaging while driving and workplace safety policies designed to decrease accidents caused by distracted drivers.

**2.1.9. Publication.** Contractor shall obtain approval from the City in writing prior to issuing any publications in connection with this Agreement. If approved by the City, the Contractor shall include the following language in any and all publications issued:

"This Project is [being funded/was supported] in part by federal award number (FAIN) [Insert Project FAIN] awarded to the City of Miami Springs by the U.S. Department of the Treasury."

**2.1.10. Reporting Conflict of Interests.** Contractor agrees to disclose in writing to the City, U.S. Department of the Treasury, and the State of Florida, as appropriate, any potential conflicts of interest affecting the use of funds awarded under the American Rescue Plan Act in accordance with 2 CFR 200.112.

**2.2. Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).** In accordance with the Final Rule and other guidelines provided in connection with the American Rescue Plan Act, Contractor shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under 2 CFR Part 200, including, but not limited to:

**2.2.1. Equal Employment Opportunity Compliance.** During the performance of this Agreement, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;
  - b. layoff or termination;
  - c. rates of pay or other forms of compensation; and
  - d. selection for training, including apprenticeship

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.



- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**2.2.2. Contract Work Hours and Safety Standards Act Compliance.** During the performance of this Agreement, the Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708), including as follows:

- (1) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the Agreement Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition,

such Contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**2.2.3. Clean Air Act Compliance.** During the performance of this Agreement, the Contractor shall comply with the provisions of Clean Air Act (42 U.S.C. § 7401 et seq., as amended) and specifically agrees as follows:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

**2.2.4. Federal Water Pollution Control Act Compliance.** During the performance of this Agreement, the Contractor shall comply with the provisions of Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq., as amended) and specifically agrees as follows:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

**2.2.5. Debarment and Suspension Compliance.** During the performance of this Agreement, the Contractor warrants that Contractor or its subcontractors are not debarred, suspended, or otherwise ineligible for contract awards under Executive Orders 12549 and 12689. Contractor shall comply with the following provisions:

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180, the U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19, and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (5) Contractor certifies that they:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
  - ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under 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.

- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and
- iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default. If the Contractor is unable to obtain and provide such certification, then the Contractor shall attach an explanation to this Agreement as to why not.

**2.2.6. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended).** During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). Specifically, Contractor represents and warrants as follows:

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

**2.2.7. Copeland “Anti-Kickback” Act.** During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Copeland “Anti-Kickback” Act as follows:

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

**2.2.8. Procurement of Recovered Materials.** Contractor shall comply with the provisions of 2 C.F.R.323, including Section 6002 of the Solid Waste Disposal Act. Towards that end, in the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

**2.2.9. Domestic Preferences for Procurements.** To the greatest extent practicable, Contractor and its subcontractors shall provide preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, in accordance with 2 CFR 200.322, “Domestic preferences for procurements.”

**2.2.10. 2 CFR Subpart F – Audit Requirements.** Contractor shall assist the City in complying with the audit requirements under 2 CFR Subpart F – Audit Requirements (“Federal Audit Provisions”) and the reporting requirements of the U.S. Department of the Treasury’s Final Rule, as amended, and other guidelines issued in connection with the American Rescue Plan Act.

- (1) Contractor shall assist the City in complying with the Federal Audit Provisions by providing the City, the State of Florida, the U.S. Department of the Treasury, the Treasury Office of the Inspector General, the Government Accountability Office, or other federal government entities, and any of their duly authorized representatives, access to personnel, accounts, books, records, supporting documentation, and other information relating to the performance of the Agreement or the Work ("Documentation") necessary to complete federal audits. Contractor shall promptly assist the City in the event Documentation must be supplemented to address audit findings or other federal inquiries.
- (2) Contractor shall keep all Documentation up-to-date throughout the performance of this Agreement and the Work. Contractor shall provide the City with all Documentation for each fiscal year by October 1 of each year or within five days of the completion of the Work, whichever occurs first. Contractor shall assist the City in complying with additional guidance and instructions issued by the U.S. Department of the Treasury governing the reporting requirements for the use of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds.

**3. Conflict; Addendum Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this ARPA Addendum and the terms and provisions of the Agreement, the terms and provisions of this ARPA Addendum 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 ARPA Addendum but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

**6. Counterparts.** This ARPA Addendum 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 ARPA Addendum shall have the same force and effect as an original hereof.

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





# AGENDA MEMORANDUM

**Meeting Date:** November 13<sup>th</sup>, 2023

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

**Via:** JC Jimenez, City Manager

**From:** Lazaro Garaboa, Public Works Director

**Subject:** Authorization to open purchase order for Downtown District Tree Lighting along 200-300 blocks of Westward Drive median

**RECOMMENDATION:** Recommendation by Staff that Council authorizes the purchase, installation and underground boring of electrical services to F & L Fire and Electric for Westward Drive Tree light receptacles in the median on the 200 and 300 blocks of Westward, in the amount of \$36,800.00, utilizing City awarded RFP# 01-22/23 for citywide electrical services. This project was budgeted utilizing ARPA funds.

**DISCUSSION:** In November 2019, at the request of the Downtown District business owners, electrical receptacles were installed along the 10 and 100 block of the Westward Drive median to provide lighting to the oak trees. It has been requested that the lighting continue from the 200 and 300 block of Westward Drive. The work will be performed by the City electrical contractor who has provided a quote in the amount of \$36,800.00.

At the discretion of the City, any projects over \$5,000.00, the City reserves the right to separately price out and request proposals, for these electrical jobs. As such, the City obtained a quote from our previous contractor, Computer Electric and that quote came in extremely higher, at \$68,460.00.

**FISCAL IMPACT:** Funds have been budgeted utilizing ARPA funds.

**Submission Date and Time:** 11/8/2023 8:51 PM

<b><u>Submitted by:</u></b>	<b><u>Approved by (sign as applicable):</u></b>	<b><u>Funding:</u></b>
Department: <u>Public Works</u>	Dept. Head: _____	Dept./ Desc.: <u>ARPA Funds</u>
Prepared by: <u>Lizette Fuentes</u>	Procurement: _____	Account No.: <u>001-5402-541-6300</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ _____
		Total vendor amount: \$ <u>36,800</u>



RESOLUTION NO. 2023-\_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF  
THE CITY OF MIAMI SPRINGS, FLORIDA, AUTHORIZING  
THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO  
F&L FIRE AND ELECTRICAL SYSTEM, INC. FOR THE  
WESTWARD DRIVE TREE LIGHTS RECEPTACLES  
PROJECT IN AN AMOUNT NOT TO EXCEED \$36,800; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on October 11, 2022, the City of Miami Springs (the “City”) issued Request for Proposals No. 01-22/23 (the “RFP”) for citywide miscellaneous electrical services on an as-needed basis (the “Services”); and

**WHEREAS**, on November 14, 2022, the City Council adopted Resolution No. 2022-4051 approving an agreement (the “Agreement”) with F&L Fire and Electrical System, Inc. (the “Contractor”) for the Services pursuant to the RFP; and

**WHEREAS**, the Contractor has provided a proposal (“Proposal”) to provide the Services for the Westward Drive Tree Lights Receptacles Project (the “Project”) in an amount not to exceed \$36,800.00, which Proposal is attached hereto as Exhibit “A”; and

**WHEREAS**, the City has budgeted for the Services for the Project within the 2023-24 fiscal year budget utilizing American Rescue Plan Act (ARPA) funding; and

**WHEREAS**, the City Council desires to authorize the City Manager to issue a purchase order to the Contractor for the Project in an amount not to exceed \$36,800.00, consistent with the Proposal attached hereto as Exhibit “A” and 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. Authorization.** That the City Council hereby authorizes the City Manager to issue a purchase order to the Contractor to provide the Services for the Project in an amount not to exceed \$36,800, consistent with the Proposal attached hereto as Exhibit “A” and the Agreement.

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

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

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

PASSED AND ADOPTED this 13<sup>th</sup> day of November, 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



Fire and Electrical System, I n c.

2271 West 80 Street A2

Hialeah, FL 33016

Phone: 786-267-0684 [m@flfelectric.com](mailto:m@flfelectric.com)

State License: EC13007054

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## Proposal:

The following is a construction estimate for electrical work presented to:

City of Miami Springs  
201 westward Drive – Second Floor  
Procurement Department  
Miami Springs, FL 33166

PROJECT:  
Westward Drive Tree Lights Receptacles  
200 & 300 Block of Westward Drive  
Miami Springs, FL 33166

### Scope of Work

- Provide electrical plans for permitting.
- Directional boring for 18 oak trees receptacles.
- Provide and install (6) new pull boxes.
- Provide and install (6) new circuits for receptacles.

### Items Not Included

- Electrical permit cost.
- All necessary painting, patching/ restoration of existing surfaces of any nature are to be by others.

# Total: \$36,800

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF  
THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING  
AN AMERICAN RESCUE PLAN ACT (ARPA) ADDENDUM  
TO THE PROFESSIONAL SERVICES AGREEMENT WITH  
F&L FIRE AND ELECTRICAL SYSTEM, INC. TO  
INCORPORATE FEDERALLY REQUIRED CONTRACT  
CLAUSES; PROVIDING FOR AUTHORIZATION; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on October 11, 2022, the City of Miami Springs (the “City”) issued Request for Proposals No. 01-22/23 (the “RFP”) for citywide miscellaneous electrical services on an as-needed basis (the “Services”); and

**WHEREAS**, on November 14, 2022, the City Council adopted Resolution No. 2022-4051 approving an agreement (the “Agreement”) with F&L Fire and Electrical System, Inc. (the “Contractor”) for the Services pursuant to the RFP; and

**WHEREAS**, on March 11, 2021, the federal government adopted the American Rescue Plan Act (“ARPA”), which, among other things, provides local governments with emergency COVID-19 funding; and

**WHEREAS**, on August 23, 2021, the City adopted Resolution No. 2021-3936 accepting a \$6,970,380 allocation from the U.S. Department of Treasury pursuant to ARPA and approving an ARPA Coronavirus Local Fiscal Recovery Fund Agreement with the Florida Division of Emergency Management; and

**WHEREAS**, the City desires to utilize ARPA funding for the implementation of various projects requiring the Services (the “Projects”); and

**WHEREAS**, in order to utilize ARPA funding for the Projects, the City desires to incorporate federally required contract provisions relating to ARPA to the Agreement, as set forth in the ARPA Addendum to the Agreement attached hereto as Exhibit “A”; and

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

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

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

**Section 2. Approval.** That the City Council hereby approves the ARPA Addendum to the Agreement with the Contractor.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to execute the ARPA Addendum to the Agreement in substantially the form attached hereto as Exhibit "A," subject to the City Attorney's approval as to form, content, and legal sufficiency.

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

PASSED AND ADOPTED this 13<sup>th</sup> day of November, 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

**AMERICAN RESCUE PLAN ACT ADDENDUM TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
CITY OF MIAMI SPRINGS  
AND  
F&L FIRE AND ELECTRICAL SYSTEM, INC.**

**THIS ARPA ADDENDUM** to the **PROFESSIONAL SERVICES AGREEMENT** (the “ARPA Addendum”) is entered into as of the \_\_\_\_ day of \_\_\_\_, 2023 (the “Effective Date of this Addendum”), by and between **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”) and **F&L FIRE AND ELECTRICAL SYSTEM, INC.**, a Florida corporation (hereinafter, the “Contractor”). Collectively, the City and the Contractor are referred to as “Parties.”

**WHEREAS**, on [DATE], the City entered into a competitively bid Professional Services Agreement with the Contractor for citywide miscellaneous electrical services (the “Services”), as further defined in the Agreement (the “Agreement”); and

**WHEREAS**, on March 11, 2021, the federal government adopted the American Rescue Plan Act (“ARPA”), which, among other things, provides local governments with emergency COVID-19 funding; and

**WHEREAS**, the City desires to utilize ARPA funding for the provision of the Services; and

**WHEREAS**, in order to utilize ARPA funding for the Services, the City desires to incorporate federally required contract provisions relating to ARPA into the Agreement, as set forth in this ARPA Addendum; and

**WHEREAS**, the City and Contractor wish to modify the terms of the Agreement in accordance with the terms and conditions set forth in this ARPA Addendum.

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

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

**2. American Rescue Plan Act Provisions.** The Agreement is hereby amended by adding the following provisions to the Agreement:

**2.1. Mandated Federal Agreement Conditions.**

**2.1.1.** In connection with the performance of this Agreement, Contractor acknowledges that compensation for the Services under this Agreement shall be fully or partially funded using the Coronavirus State and Local Fiscal Recovery Funds allocated to the City pursuant to

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<sup>1</sup> Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

the American Rescue Plan Act. As such, Contractor shall comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this Agreement:

**ARPA Exhibit 1.** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable and as may be amended from time to time;

**ARPA Exhibit 2.** The U.S. Department of the Treasury's Final Rule governing ARPA, dated January 27, 2022;

**ARPA Exhibit 3.** U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019);

**ARPA Exhibit 4.** The U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, dated April 27, 2022;

**ARPA Exhibit 5.** American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement between the City and the State of Florida, Division of Emergency Management;

**ARPA Exhibit 6.** The U.S. Department of the Treasury's ARPA Compliance and Reporting Guidance, dated June 17, 2022; and

**ARPA Exhibit 7.** Assurances of Compliance with Civil Rights Requirements.

A copy of the above-referenced documents are available for inspection by the Contractor at the Office of the City Clerk and at the following City link: <https://www.miamisprings-fl.gov/finance/coronavirus-state-and-local-fiscal-recovery-funds-slfrf-program-part-american-rescue-plan>.

**2.1.2. *Title VI Requirements.*** Contractor acknowledges that the City has certified compliance with Title VI of the Civil Rights Act of 1964 to the U.S. Department of the Treasury on the form incorporated herein as ARPA Exhibit 7. Towards that end, Contractor shall ensure that performance of work in connection with this Agreement complies with the certifications and requirements contained in ARPA Exhibit 7 and shall also adhere to the following provisions:

(1) The Contractor and its subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited

English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

(2) Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, and that the Contractor shall undertake an active program of nondiscrimination in its administration of the Work under this Agreement.

**2.1.3. Americans with Disabilities Act Requirements.** The Contractor agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications. Additionally, Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 3601), which prohibits discrimination against individuals on the basis of discrimination under any program or activity under this Agreement.

**2.1.4. Age Discrimination Act of 1975.** Contractor shall comply with the requirements of 42 U.S.C. §§ 6101 et seq., as amended, and the Treasury’s implementing regulations (31 CFR Part 23), which prohibits the discrimination on the basis of age in programs or activities under this Agreement.

**2.1.5. Protections for Whistleblowers.**

(1) In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(2) The list of persons and entities referenced in the paragraph above includes the following:

- i. A Member of Congress or a representative of a committee of Congress.
- ii. An Inspector General
- iii. The Government Accountability Office.
- iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- v. An authorized official of the Department of Justice or other law enforcement agency.



vi. A court or grand jury.

vii. A management official or other employee of the Contractor, subcontractor, the State of Florida, or the City who has the responsibility to investigate, discover, or address misconduct.

(3) The Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**2.1.6. Compliance with Immigration and Nationality Act (INA).** Contractor hereby certifies that it does not knowingly employ unauthorized alien workers in violation of the employment provisions contained in 8 USC Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")].

**2.1.7. Seat Belts Required.** Pursuant to Executive Order 13043, 62 FR 19217, Contractor shall adopt and enforce policies or programs that require employees to use seat belts while operating or traveling on vehicles owned, rented, or personally owned by the Contractor and its employees while performing the Work.

**2.1.8. Texting While Driving Ban.** Pursuant to Executive Order 13513, 74 FR 51225, Contractor shall adopt and enforce policies that ban text messaging while driving and workplace safety policies designed to decrease accidents caused by distracted drivers.

**2.1.9. Publication.** Contractor shall obtain approval from the City in writing prior to issuing any publications in connection with this Agreement. If approved by the City, the Contractor shall include the following language in any and all publications issued:

"This Project is [being funded/was supported] in part by federal award number (FAIN) [Insert Project FAIN] awarded to the City of Miami Springs by the U.S. Department of the Treasury."

**2.1.10. Reporting Conflict of Interests.** Contractor agrees to disclose in writing to the City, U.S. Department of the Treasury, and the State of Florida, as appropriate, any potential conflicts of interest affecting the use of funds awarded under the American Rescue Plan Act in accordance with 2 CFR 200.112.

**2.2. Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).** In accordance with the Final Rule and other guidelines provided in connection with the American Rescue Plan Act, Contractor shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under 2 CFR Part 200, including, but not limited to:

**2.2.1. Equal Employment Opportunity Compliance.** During the performance of this Agreement, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;
  - b. layoff or termination;
  - c. rates of pay or other forms of compensation; and
  - d. selection for training, including apprenticeship

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**2.2.2. Contract Work Hours and Safety Standards Act Compliance.** During the performance of this Agreement, the Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708), including as follows:

- (1) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the Agreement Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition,

such Contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**2.2.3. Clean Air Act Compliance.** During the performance of this Agreement, the Contractor shall comply with the provisions of Clean Air Act (42 U.S.C. § 7401 et seq., as amended) and specifically agrees as follows:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

**2.2.4. Federal Water Pollution Control Act Compliance.** During the performance of this Agreement, the Contractor shall comply with the provisions of Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq., as amended) and specifically agrees as follows:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

**2.2.5. Debarment and Suspension Compliance.** During the performance of this Agreement, the Contractor warrants that Contractor or its subcontractors are not debarred, suspended, or otherwise ineligible for contract awards under Executive Orders 12549 and 12689. Contractor shall comply with the following provisions:

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180, the U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19, and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (5) Contractor certifies that they:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
  - ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under 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.

- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and
- iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default. If the Contractor is unable to obtain and provide such certification, then the Contractor shall attach an explanation to this Agreement as to why not.

**2.2.6. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended).** During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). Specifically, Contractor represents and warrants as follows:

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

**2.2.7. Copeland “Anti-Kickback” Act.** During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Copeland “Anti-Kickback” Act as follows:

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

**2.2.8. Procurement of Recovered Materials.** Contractor shall comply with the provisions of 2 C.F.R.323, including Section 6002 of the Solid Waste Disposal Act. Towards that end, in the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

**2.2.9. Domestic Preferences for Procurements.** To the greatest extent practicable, Contractor and its subcontractors shall provide preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, in accordance with 2 CFR 200.322, “Domestic preferences for procurements.”

**2.2.10. 2 CFR Subpart F – Audit Requirements.** Contractor shall assist the City in complying with the audit requirements under 2 CFR Subpart F – Audit Requirements (“Federal Audit Provisions”) and the reporting requirements of the U.S. Department of the Treasury’s Final Rule, as amended, and other guidelines issued in connection with the American Rescue Plan Act.

- (1) Contractor shall assist the City in complying with the Federal Audit Provisions by providing the City, the State of Florida, the U.S. Department of the Treasury, the Treasury Office of the Inspector General, the Government Accountability Office, or other federal government entities, and any of their duly authorized representatives, access to personnel, accounts, books, records, supporting documentation, and other information relating to the performance of the Agreement or the Work ("Documentation") necessary to complete federal audits. Contractor shall promptly assist the City in the event Documentation must be supplemented to address audit findings or other federal inquiries.
- (2) Contractor shall keep all Documentation up-to-date throughout the performance of this Agreement and the Work. Contractor shall provide the City with all Documentation for each fiscal year by October 1 of each year or within five days of the completion of the Work, whichever occurs first. Contractor shall assist the City in complying with additional guidance and instructions issued by the U.S. Department of the Treasury governing the reporting requirements for the use of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds.

**3. Conflict; Addendum Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this ARPA Addendum and the terms and provisions of the Agreement, the terms and provisions of this ARPA Addendum 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 ARPA Addendum but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

**6. Counterparts.** This ARPA Addendum 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 ARPA Addendum shall have the same force and effect as an original hereof.

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





**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE THE STATE FOR THE COST OF THE STATE ATTORNEY PROSECUTION OF CERTAIN CRIMINAL VIOLATIONS OF THE CITY CODE OF ORDINANCES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) Council finds that it is necessary to enforce and prosecute violations of the City’s Code of Ordinances (“Code”) in order to maintain and improve the health, safety, and welfare of the City’s community; and

**WHEREAS**, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute violations of municipal ordinances that are punishable by incarceration if the prosecution is ancillary to a State prosecution or if the State Attorney has contracted with the municipality for reimbursement; and

**WHEREAS**, the City Council desires to enter into an agreement with the State of Florida, Office of the State Attorney for the Eleventh Judicial Circuit of Florida (the “State Attorney”) for the purpose of reimbursing the State Attorney for the cost of the State Attorney prosecuting certain criminal violations of the City Code, as set forth in Exhibit “A” attached hereto (the “Agreement”); and

**WHEREAS**, the City Council finds that this Resolution will promote the health, safety, welfare of the City.

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

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

**Section 2. Approval.** The City Council approves the Agreement with the State Attorney.

**Section 3. Authorization.** The City Council hereby authorizes the City Manager to execute the Agreement and any renewals thereof, 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. 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 Jacky Bravo	_____
Councilmember Dr. Walter Fajet, Ph.D.	_____
Councilmember Jorge Santin	_____
Councilmember Dr. Victor Vazquez, Ph.D.	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 13<sup>th</sup> day of November, 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



## STATE ATTORNEY

ELEVENTH JUDICIAL CIRCUIT OF FLORIDA

E. R. GRAHAM BUILDING  
1350 N.W. 12TH AVENUE  
MIAMI, FLORIDA 33136-2111

KATHERINE FERNANDEZ RUNDLE  
STATE ATTORNEY

TELEPHONE (305) 547-0100

October 1, 2023

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

Dear Mr. Alonso,

Legislation passed in 2004 to implement Revision 7 to Article V of the Florida Constitution provides that the State Attorney may prosecute municipal ordinances only if (1) the ordinance violation is ancillary to a felony prosecution (s. 27.02(1), Florida Statutes), or (2) the City of Miami Springs has entered into a contract with the State Attorney for the prosecutions (s. 27.34(1), Florida Statutes).

Enclosed please find the agreement for the prosecution of ordinance violations. Previously we had sent a new agreement each October 1<sup>st</sup> covering a one-year period. This year we have changed the performance period to be ongoing. The agreement shall commence on October 1, 2023, and remain in effect until terminated, per the provisions of the agreement. Please sign and return one originally signed copy to this office. Alternatively, you may color scan and email a copy to [Fiscal@MiamiSAO.com](mailto:Fiscal@MiamiSAO.com). If you would like to propose any changes or edits to the agreement, please email your request to [Fiscal@MiamiSAO.com](mailto:Fiscal@MiamiSAO.com) and we will provide you with an electronic version of the agreement.

This agreement is for the initial prosecution of ordinances only; the State Attorney's Office has no statutory authority to handle appeals relating to the constitutionality of ordinances. If you choose to not have the Office of the State Attorney prosecute municipal ordinance violations in accordance with sections 4 and 5 of Chapter 2004-265, Laws of Florida, you are requested to send a letter to that effect to the above address as soon as possible.

You will be billed at the statutorily prescribed rate of \$50 per hour. Our estimate is that, on average, it takes approximately 20 minutes per case, therefore, you will be charged at the rate of \$16.67 per case. Please note that this is the charge for ordinance prosecution only. Pursuant to state law, there are separate charges for indigent defense from the Public Defender and filing fees from the Clerk of the Court.

If you have any questions about the agreement or if I can provide any other information, please do not hesitate to contact me at [StephenKTalpins@MiamiSAO.com](mailto:StephenKTalpins@MiamiSAO.com).

Sincerely,

KATHERINE FERNANDEZ RUNDLE  
State Attorney

By:   
Stephen K. Talpins  
Chief Assistant State Attorney

**AGREEMENT BETWEEN CITY OF MIAMI SPRINGS AND THE  
STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE  
ELEVENTH JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE THE  
STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF  
CERTAIN CRIMINAL VIOLATIONS OF THE CITY OF MIAMI  
SPRINGS CODE**

This agreement is entered into this 1st day of October, 2023 by City of Miami Springs, a political subdivision of the State of Florida (hereinafter referred to as the “City”) and the Office of the State Attorney for the Eleventh Judicial Circuit of Florida (hereinafter referred to as “State Attorney”).

WHEREAS, the City finds that in order to maintain and improve the health, safety, and welfare of this community, it is necessary to adequately enforce and prosecute violations of the City’s Municipal Code; and

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the City for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I**

**Services**

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The City agrees to remit, subject to the terms outlined in Article III of this agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in this agreement. This agreement does not commit the City to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration. This

agreement specifically does not authorize the State to handle appeals of municipal ordinances on constitutional grounds, which shall remain the responsibility of the municipality that passed the ordinance.

## **ARTICLE II**

### **Terms**

This agreement shall take effect on October 1, 2023 and be automatically renewed annually at the commencement of the City's fiscal year, subject to annual reauthorization in the budget, unless terminated earlier pursuant to Article VII of this agreement. Under no circumstances shall the City be liable to continue or extend this agreement beyond this date. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.

## **ARTICLE III**

### **Payment Schedule**

The City agrees to reimburse the State Attorney on an hourly basis for services rendered at a rate of Fifty dollars (\$50) per hour. On a quarterly basis, the State Attorney shall provide the City with an invoice including, but not limited to, the hours of services rendered, number of cases prosecuted as set forth in this agreement, and the total amount due for payment for the previous quarter. The City shall remit each payment within thirty (30) days after receiving said invoice from the State Attorney.

## **ARTICLE IV**

### **Responsibilities**

The City does not delegate any of its responsibilities or powers to the State Attorney other than those enumerated in this agreement. The State Attorney does not delegate any of its responsibilities or powers to the City other than those enumerated in this agreement.

**ARTICLE V**  
**Indemnification**

It is expressly understood and intended that the State Attorney is only a recipient of the reimbursements paid by the City and is not an agent of the City. The respective parties agree, subject to the provisions of Chapter 768.28 (17), Florida Statutes, that they will hold each other harmless from any claims arising from this agreement.

**ARTICLE VI**  
**Termination**

Either party may terminate this agreement at any time with or without cause by furnishing written notice to the other party with no less than ninety (90) days notice.

**ARTICLE VII**  
**Service Charges**

This agreement is contingent upon all City funding provided, and any interest earned thereon, not being subject to any State service charges or administrative assessments.

**ARTICLE VIII**  
**Non-Discrimination**

The State Attorney agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990, Title VI and VII, Civil Rights Act of 1964 (42 USC 200d, e) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of age, race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to employees or applicants for employment and it is expressly understood that upon receipt of evidence of discrimination, the City shall have the right to terminate said agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

CITY OF MIAMI SPRINGS

By: \_\_\_\_\_


By: \_\_\_\_\_

ATTEST:

STATE ATTORNEY'S OFFICE  
ELEVENTH JUDICIAL CIRCUIT

By: \_\_\_\_\_

By: \_\_\_\_\_

  
Stephen K. Talpins  
Chief Assistant State Attorney



**RESOLUTION NO. 2023-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN URBAN QUALIFICATION COOPERATION AGREEMENT WITH MIAMI-DADE COUNTY FOR THE CITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), AND EMERGENCY SOLUTIONS GRANT (ESG) PROGRAMS FOR FISCAL YEARS 2024, 2025, AND 2026, AS PART OF MIAMI-DADE COUNTY'S ENTITLEMENT JURISDICTION; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Home Rule Charter authorizes Miami-Dade County (the "County") to provide for the uniform health and welfare of the residents throughout the County; and

**WHEREAS**, the Department of Housing and Urban Development ("HUD") administers the Community Development Block Grant (CDBG) Program, the Home Investment Partnerships Program, and the Emergency Solutions Grant Program (collectively, the "Federal Programs"); and

**WHEREAS**, the City of Miami Springs (the "City") desires to participate in the Federal Programs as a participating municipality in the County's entitlement jurisdiction for fiscal years 2024, 2025, and 2026; and

**WHEREAS**, HUD requires that the City and County enter into an Urban Qualification Cooperation Agreement, attached hereto as Exhibit "A," in order to participate in the Federal Programs for fiscal years 2024, 2025, and 2026 (the "Agreement"); and

**WHEREAS**, the City Council desires to approve the Agreement with the County and authorize the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A" for the City's participation in the Federal Programs; 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 each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Approval.** That the City Council hereby approves the Agreement with the County for the City's participation in the Federal Programs.

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

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

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

PASSED AND ADOPTED this 13<sup>th</sup> day of November, 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

Resolution Number #\_\_1058-11\_\_\_\_\_  
Awarded Amount \$ \_\_\_\_\_

**URBAN QUALIFICATION COOPERATION AGREEMENT FOR THE MIAMI-DADE COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS  
PROGRAM FUNDS FOR FISCAL YEARS 2024, 2025 AND 2026**

**BETWEEN  
MIAMI-DADE COUNTY  
AND  
CITY OF MIAMI SPRINGS**

This Agreement (hereinafter referred to as "Agreement" or "Contract"), by and between Miami-Dade County, a political subdivision of the State of Florida through its Department of Public Housing and Community Development hereinafter referred to as "PHCD" and having its principal offices at 701 N.W. 1<sup>st</sup> Court, 14<sup>th</sup> Floor, Miami, Florida 33136, hereinafter referred to as "County", and CITY OF MIAMI SPRINGS, hereinafter referred to as "City" and having offices at 201 Westward Drive, Miami Springs, Florida, 33166 and telephone number of (305) 805-5000, collectively referred to as the "Parties", states, conditions and covenants for the participation of City in the Community Development Block Grant, Home Investment Partnerships and Emergency Shelter Grant programs, which are administered by the Department of Housing and Urban Development ("HUD"), as part of the County's jurisdiction.

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County; and

WHEREAS, the Community Development Block Grant ("CDBG") Program is authorized by the Housing and Community Development Act of 1974, as amended, with the primary objective of promoting and development of viable urban communities. Program regulations are at 24 CFR Part 570; and

WHEREAS, the Home Investment Partnerships program ("HOME") is authorized under [Title II of the Cranston-Gonzalez National Affordable Housing Act](#), as amended. Program regulations are at [24 CFR Part 92](#); and

WHEREAS, the Emergency Shelter Grant ("ESG") program is authorized by the McKinney-Vento Homeless Assistance Act, as amended. Program regulations are at 24 CFR Part 576.

WHEREAS, the CDBG, HOME and ESG programs shall collectively be referred to as the "Federal Funds"; and

WHEREAS, the City desires to participate in the CDBG, HOME and ESG programs as a participating municipality in the County's jurisdiction; and

WHEREAS, the County is desirous of the City participating in the CDBG, HOME and ESG programs as part of the County's Entitlement jurisdiction; and

WHEREAS, it is mutually beneficial to each of the Parties hereto for the County to administer and execute the provisions of this Agreement in accordance with the terms and conditions hereinafter provided and subject to local ordinances and state and federal law; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has indicated that the County and City may cooperate as an Urban County Joint Entitlement Recipient in administration of CDBG, HOME and ESG; and

WHEREAS, County and City are required to execute a cooperation agreement, or renew an existing cooperation agreement, for the City's participation in the County's jurisdiction for Federal Funds for each three-year qualification period ("Qualification Period"); and

WHEREAS, the governing bodies of the County and the City have authorized the execution of this Agreement by the Chief Executive Officer of the County and City, respectively; and

WHEREAS, this Agreement shall be accompanied by a legal opinion from the County's counsel that the terms and provisions of this Agreement are fully authorized under State and local law and that the Agreement provides full legal authority for the County; and

WHEREAS, the County intends to further include within the Urban County the City,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The City, by executing this Agreement, agrees that:
  - a. City may receive an allocation under the CDBG and HOME Programs through the County's Request for Application Process. If the County does not receive a HOME formula allocation, City cannot form a HOME consortium with other local governments. (Note: this does not preclude the County or the City from applying for State HOME funds if the State allows.); and
  - b. City may not apply for grants from appropriations under the State CDBG Program for the fiscal years City participates in the County's CDBG program; and
  - c. City may receive an allocation under the ESG program only through the County, However, City may apply to the State for ESG funds, if the State allows.
2. This Agreement shall cover the County Qualification Period for Fiscal Years 2024, 2025, and 2026 for which the County is to qualify to receive Federal Funds. This Agreement shall remain in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities carried out during the three-year qualification period and any successive qualification periods pursuant to automatic renewal of this Agreement) are expended and the funded activities completed, and the County and the City cannot terminate or withdraw from this Agreement while the Agreement remains in effect.
3. This Agreement may be automatically renewed for successive three-year Qualification periods at the discretion of the County unless the County or the City provides written notice that it elects not to extend City's participation for the new Qualification Period. The City and County agree that a copy of such notice shall be timely sent to the HUD Field Office.
4. By the date specified in the HUD's Urban County Qualification Notice for each Qualification Period, the County will notify the City in writing of its right not to participate. A copy of the County's notification to City shall be sent to the HUD Field Office by the date specified in the Urban County Qualification schedule located in any applicable Urban County Qualification Notice for a Qualification Period.
5. The Parties agree that they will timely execute any amendments to the Agreement necessary to comply with the requirements for cooperation agreements, including those for automatic renewals, set forth in the current Urban County Qualification Notice, attached as Exhibit A, or future urban county qualification notices from HUD for the current or any future Qualification Period. The Parties further agree that any amendment so executed will be timely submitted to HUD as required by the Urban County Qualification CPD Notice 23-02, issued on April 10, 2023 and expiring on April 10, 2024. Failure to comply with the requirements of this section may cause the County to void the automatic renewal for the applicable qualification period.
6. The County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

7. The County and City shall take all actions necessary to assure compliance with the County's certification under section 104(b) of Title I of the Housing and Urban Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing. The County and City shall comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County and City are obligated to sign the assurances and certifications in HUD-424-B.
8. Under no circumstances shall the Federal Funds be used for activities in, or in support of, any participating municipality, including City, that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification.
9. The City acknowledges that the County has final responsibility and authority for selecting CDBG (and, where applicable, HOME and ESG) activities and submitting the Consolidated Plan to HUD. The City agrees that during the term of this Agreement, the City will fully support the implementation of the County's Consolidated Plan and any amendments.
10. The City affirms that it has adopted and is enforcing:
  - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within the City.
11. Pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.
12. The County shall take the final responsibility and assume all the obligation of application for assistance under the provisions of the Housing and Community Development Act of 1974 and subsequent amendments, including the analysis of needs, the setting of objectives, the development of the HUD Consolidated Plan and Action Plans, and any other documents, assurances, or certificates as required by HUD, subject to change in legislation or regulations.
13. Funds for housing and community development activities shall be expended in a manner to reflect the needs of low to moderate-income groups pursuant to the Housing and Community Development Act 1974, as amended.
14. All records of the County or City related to this Agreement and any projects undertaken pursuant thereto shall, upon reasonable notice, be available for inspection by HUD, County and/or City auditors during the normal business hours.
15. This agreement shall be binding upon the Parties hereto and their successors and assigns.
16. The City and the County acknowledge that it may be necessary to dispose of real property that was originally acquired or improved in whole or in part using Federal Funds. The City agrees that it shall notify the County within thirty (30) days regarding any proposed modification or change in the use of real property from that planned at the time of acquisition or improvement, including disposition.

The City acknowledges that federal regulations may require a public hearing or other process prior to modifying, changing the use or disposing of such real property.

17. **Indemnification.** The County shall not assume any liability for the acts, omissions to act or negligence of the City, its agent, servants, or employees; nor shall the City exclude liability for its own acts, omissions to act, or negligence arising out of the City's performance pursuant to this Agreement. The City shall indemnify and hold harmless the County and its officers, employees and agents or instrumentalities from any and all liabilities, losses or damages, agents or of any kind nature arising out of, relating or resulting from performance of this Agreement by the Awardee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the County, where applicable, including appellate proceedings, and shall pay all cost, judgments, and attorney's fees which may issue thereon. The City expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the Awardee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Nothing herein is indented to serve as a waiver of sovereign immunity by the County nor shall anything herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement. The provisions of this section survive the termination or expiration of this Agreement.
18. The County and City agree that neither the County nor the City shall sell, trade, or otherwise transfer all or any such portion of the Federal Funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

IN WITNESS THEREOF, the parties hereto have caused this five (5) page contract to be executed by their undersigned officials as duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**AWARDEE:**  
**CITY OF MIAMI SPRINGS**

**MIAMI-DADE COUNTY**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: Mayor

TITLE: Chief Community Services Officer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

BY: \_\_\_\_\_

NAME: Melissa Gallo

Juan Fernandez-Barquin  
CLERK OF THE COURT AND COMPTROLLER

TITLE: Assistant County Attorney

BY: \_\_\_\_\_  
DEPUTY CLERK

DATE: \_\_\_\_\_

**Passed, Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2023**

**ATTEST**

BY: \_\_\_\_\_  
(Signature)

**CITY OF MIAMI SPRINGS:**

\_\_\_\_\_  
Type or Print Name  
City Clerk

\_\_\_\_\_  
Mayor

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
City Attorney

**AGREEMENT IS NOT VALID UNTIL SIGNED BY ALL PARTIES**

**RESOLUTION NO. 2023 – \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC. ON BEHALF OF THE CITY OF MIAMI SPRINGS POLICE OFFICERS AND SERGEANTS COLLECTIVE BARGAINING UNIT COVERING FISCAL YEARS 2023-2024 THROUGH 2025-2026; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Florida State Lodge Fraternal Order of Police, Inc. (the “FOP”) represents a collective bargaining unit (“CBU”) consisting of the City of Miami Springs’ (the “City”) sworn police officers and sergeants; and

**WHEREAS**, the most recent collective bargaining agreement between the City and the FOP containing the terms and conditions of employment of the CBU ended at the conclusion of fiscal year 2022-2023; and

**WHEREAS**, the City and the FOP negotiated during fiscal years 2022-2023 and 2023-2024 and reached mutually acceptable terms for a new collective bargaining agreement for fiscal years 2023-2024 through 2025-2026, which is attached hereto as Exhibit “A” (the “CBA”); and

**WHEREAS**, the CBU held a vote of its members, and a majority voted to ratify the CBA; and

**WHEREAS**, the City’s administration has recommended that the City Council approve the CBA and authorize the City Manager to execute same; and

**WHEREAS**, the Mayor and City Council find that approval of the CBA is in the best interest of the City.

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

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

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



**Section 2. Approval.** That the Collective Bargaining Agreement between the City of Miami Springs and the Florida State Lodge Fraternal Order of Police, Inc., attached hereto as Exhibit "A", is approved.

**Section 3. Authorization.** That the City Council authorizes the City Manager to execute the Collective Bargaining Agreement in the form attached hereto as Exhibit "A."

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

PASSED AND ADOPTED this 13<sup>th</sup> day of November, 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

*AN AGREEMENT*

*BETWEEN*

*THE CITY OF MIAMI SPRINGS*

*AND*

*FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.*

Effective October 1, 2023, and  
continuing until September 30, 2026

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## **PREAMBLE**

THIS AGREEMENT is entered into by the City of Miami Springs, Florida, hereinafter referred to as the “City,” and the Florida State Lodge Fraternal Order of Police Inc. hereinafter referred to as the “FOP,” for the purpose of promoting harmonious relations between the City and the FOP, to establish an orderly and prompt procedure to settle differences which might arise, to insure continuation of normal activities and departmental operations, and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work, and all other conditions of employment.

## **ARTICLE 1. RECOGNITION**

The City hereby recognizes the FOP as the collective bargaining agent for included Sworn law enforcement personnel of the Miami Springs Police Department in the ranks of patrolman, detective, and sergeant. Excluded all other employees of the City of Miami Springs as to wages, hours and all other terms and conditions of employment.

As certified by the Public Employees Relations Commission under PERC #1841.

## **ARTICLE 2. NO STRIKE**

There will be no strikes, work stoppages, picket lines, slow downs, boycotts or concerted failure or refusal to perform assigned work by the Employees or the FOP and there will be no lockouts by the City for the duration of this Agreement. The FOP supports the City fully in maintaining normal operations.

Any employee who participates in or promotes a strike, work stoppage, picket line, slow down, boycott or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City in accordance with the City personnel rules in effect at the signing of this Agreement and only the question of whether he did, in fact, participate in or promote such action shall be subject to grievance and arbitration procedure.

It is recognized by the parties that they are responsible for and engaged in activities which are the basis of the health and welfare of the citizens and that any violation of this section could give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section, the City or the FOP shall be entitled to seek and obtain immediate injunctive relief; provided, however, it is agreed that the FOP shall not be responsible for any act alleged to constitute a breach of this section if neither the FOP nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the FOP and its FOP officers have used every reasonable means to prevent or terminate such action.

### **ARTICLE 3. EMPLOYER RIGHTS**

A. The Employee Organization and the bargaining unit employees recognize that the City has the exclusive right to manage and direct the City of Miami Springs Police Department. Accordingly, the City specifically, but, not by way of limitation, retains the sole right to manage its operations and direct the working force, including the rights to decide the number and location of stations, staffing, the method of service, the schedule of work time; to contract and sub-contract existing and future work to determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; to maintain order and efficiency in its stations and locations; to curtail or discontinue, temporarily or permanently, in whole or in part, operations whenever in the opinion of the Employer good business judgment makes such curtailment or discontinuance advisable; to hire, fire, lay off, assign, transfer, promote and determine the starting and quitting time; and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes when necessary.

B. The Employer retains the sole right to discipline, suspend and discharge employees for just cause, including violations of any of the terms of this Agreement.

C. The above rights of the Employer are not all inclusive but indicate the type of matters or rights which belong to and are inherent to the Employer in its capacity as management of the City of Miami Springs. Any of the rights, powers and authority the Employer had prior to entering this collective bargaining agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. Those inherent and common law management functions and prerogatives which the Employer has not expressly modified or restricted by a specific provision in this Agreement are not in any way, directly or



indirectly, subject to the grievance procedure.

D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of the rights and opportunity are set forth in the Agreement. Therefore, the Employer and the FOP for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to, or covered, in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, unless otherwise provided in this Agreement.

#### **ARTICLE 4. NON-DISCRIMINATION**

The City and the FOP agree not to interfere with the rights of employees covered by this Agreement to become members of the FOP, and there shall be no discrimination, interference, restraint or coercion by the City or the FOP against any officer because of FOP membership or non- membership, or because of race, creed, color, sex or national origin. Any claim of discrimination against the City shall not be arbitrable under this Agreement, but shall be subject to the method of review prescribed by law or regulation having the force and effect of law. Further, it is acknowledged and agreed that any residual wording, or reference, to only one sex, or gender, shall be construed to mean and included all covered employees, both male and female.

## **ARTICLE 5. DUES CHECK-OFF**

Upon receipt of a voluntary written individual notice from any of its employees covered by this Agreement, on a form provided by the FOP, the City will deduct from the pay due such employee those dues and regular assessments required to retain FOP membership. Such authorization is revocable upon 30 days written notice by the employee.

The FOP agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments, brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

City shall transmit said dues to the FOP at 242 Office Plaza, Tallahassee, FL 32301 along with a list of names.

## **ARTICLE 6. FOP REPRESENTATIVES**

Two (2) members of the FOP and an alternate shall be granted time off without loss of pay to attend negotiation sessions, mutually set, to renegotiate this Agreement.

The City agrees to recognize three (3) FOP representatives appointed by the FOP excluding the state FOP staff representative, whose duties shall be to process grievances from members of the bargaining unit, and from time to time, through existing police department chain of command, bring to attention of the Chief conditions of mutual concern. It is agreed and understood by the parties that these three (3) FOP representatives may spend up to a total of ten (10) hours, collectively, per quarter, without loss of pay, with the prior approval of their supervisor, for the purpose of conducting FOP business. The supervisor's approval shall not be unreasonably withheld, but shall consider the operational requirements of the Department and the City.

The City agrees to allow the FOP and its representatives, whether State, Regional or National, reasonable access to the City Council meeting room for the conducting of FOP business when that room is not in normal use. The City will permit the said credited representatives of the FOP to have this reasonable access to the meeting room of the City at any time when not previously scheduled for another use during working hours to conduct FOP business, with prior approval of the Chief of Police and prior scheduling with the City Clerk. The FOP agrees not to use this access for the purpose of soliciting members.

## **ARTICLE 7. SERVICES TO THE FOP**

A. The City will furnish the FOP with sufficient Bulletin Board space for up to four (4) FOP notices, size “8 1/2 x 14” in the Squad Room. All notices shall be approved by the Chief or Acting Chief prior to posting.

B. The City agrees to provide one covered copy of this Collective Bargaining Agreement for each member of the bargaining unit within a reasonable amount of time after final ratification of the Agreement.

## **ARTICLE 8. SHIFT EXCHANGE AND SUBSTITUTIONS**

Wherever feasible, excepting normal shift changes or replacement of personnel off duty, the City will notify the employee at least two (2) weeks in advance of any contemplated change in an employee's status, e.g., transfer, reassignment or change of shift. The employee may waive advance notice without violating this Article. Upon application to the Chief of Police, shift exchanges, for the purpose of attendance at advance schools and college courses, will be arranged provided:

A. It is voluntary and only for the requesting employee's benefit; but shall not interfere with operation of the department or result in any additional payroll costs to the City.

B. A fellow officer of like rank and qualifications volunteers for the exchange; and the substitution time, between the two employees, is returned to the second party employee within 30 days or the next payroll date after 30 days from the date worked.

C. It is requested and approved sufficiently in advance so as not to work a hardship on either officer or the City.

D. For such voluntary and approved substitutions, the hours involved in the shift exchange trading of time between employees, as provided in Fair Labor Standards (FLSA), are not additional payroll hours for either employee; and do not increase any overtime over the amounts the employees would have otherwise been due if the substitution had not taken place.

## **ARTICLE 9. APPOINTMENTS AND PROMOTIONS**

A. Whenever a promotional vacancy exists in a Sergeant position, the City shall endeavor to fill said vacancy within a reasonable time from a valid eligibility list, if the City Manager determines that appropriate funds are available and that there is an operational need to fill such vacancy.

B. The City will announce promotional examinations not less than sixty (60) calendar days prior to the examination date. A reference list of source material and general area of concentration will be released at the same time as the examination announcement. The City will ensure the existence and availability of the source (reference) books and materials to eligible candidates at City expense, not to exceed seven (7) copies of each source. Such books and materials are the property of the City and will be housed in the Police Department. Eligible candidates, on a first come basis, will sign out any such materials and will be responsible for their return to the Department prior to the date of the examination.

C. The examination will consist of two (2) parts:

1. A WRITTEN examination worth 65% of total score;
2. An ORAL examination worth 35% of total score; all candidates will be required to complete both parts of the examination. A rounded combined score of 70% will be deemed passing. Candidates, only then, will be eligible to receive an addition of one (1) point for each full year of service, up to a maximum of ten (10) points to be added to their passing score. Their names will then be placed on an eligibility list in rank order of score including service points. If a candidate with a rounded score is tied with another candidate, the candidate with the higher raw score shall be ranked higher

on the Eligibility List. The City will take all steps to ensure that promotional examinations are properly validated. A Candidate scoring 69.9 will receive an additional .1 point, thereby rounding that Candidate to a score of 70. Any Candidate scoring between 69.5 and 69.9 will also receive an additional .1 point to his/her score. Example: Candidate A scores a 69.9 and is rounded up to a score of 70. Candidate B scores a 69.6; Candidate B is rounded up to 69.7.

Eligibility lists shall be valid for one (1) year. The Eligibility List may be used for an additional year upon authorization of the City Manager, although no list may be used for more than two (2) years. At the time a new promotional examination is given, all eligible candidates desiring to be on the new list must take the new examination. No employee will be placed on the new list as a result of a previous test score. All candidates will be notified of their test scores; only passing scores will be listed on the eligibility list.

D. Employees shall be eligible to take a promotional examination for SERGEANT having a minimum of three (3) years continuous employment as POLICE OFFICER with the City. Cut-off date to meet the minimum eligibility will be seven (7) calendar days prior to the date of the examination.

E. It is understood and agreed that this Agreement has absolutely no bearing or effect whatsoever on the positions of LIEUTENANT or CAPTAIN, and in no way restricts, controls or governs the City's inherent power to manage those groups not covered by this Agreement, to set staffing levels, or to fill or not fill vacancies of LIEUTENANT, CAPTAIN and/or the CHIEF OF POLICE. It is agreed, however, that an employee may take a promotional examination for LIEUTENANT only after two (2) years in continuous rank of SERGEANT with the City.



## **ARTICLE 10. LATERAL HIRES**

The Union understands and agrees that the City may hire employees and slot them into the salary schedule (attachment A to this Agreement) as follows: Individuals who have between two (2) and four (4) years of full-time law enforcement experience may start at Step 2 of the salary schedule; individuals who have between four (4) years and six (6) years of full-time law enforcement experience may start at Step 3 of the salary schedule; and individuals who have between six (6) or more years of full-time law enforcement experience may start at Step 4 of the salary schedule. The aforesaid years of law enforcement shall be utilized solely for purpose of placing individuals into the appropriate steps in the salary schedule, and shall have no impact on bargaining unit seniority.

## **ARTICLE 11. OFF DUTY WORK**

A. It is agreed there will be a good faith effort to insure that voluntary, authorized off duty work is compensated for at not less than the Dade County Public Safety Department established off duty rate, as approved by the Chief of Police. This approved rate shall be used only for off duty work that is clearly not “joint employment” under the Federal Fair Labor Standards Act (FLSA) and the Rules and Regulations of the U.S. Department of Labor.

B. Compensation for off duty work of a "joint employment" law enforcement nature shall be worked, at such other employer's expense, at not less than \$65.00 per hour for Patrol Officers, and \$70.00 per hour for Sergeants. However, the rate for a school detail off duty job will be \$55.00 per hour for either Patrol Officers or Sergeants. The rate for any off duty job in which at least one full hour of the hours worked fall on a federally observed holiday will be \$100.00 per hour for either Patrol Officers or Sergeants.

C. The City will guarantee to make a good faith effort to require that an off duty police officer be hired whenever there is private contractor construction requiring the blocking of traffic on a street over which it has municipal control and jurisdiction. If the work being performed by the private contractor is being done and paid for by the City, reasonable judgment shall be used by Police Administration to determine the need for such off duty work. Off duty compensation shall be as specified for “joint employment” in preceding paragraph “B.”

D. Except as specifically provided by preceding paragraph “B” or “C,” it is agreed there shall not be any arrangement for off duty police work, either paid or unpaid, or any other law enforcement secondary employment constituting or creating “joint employment,” or likely to be defined or classified as such, without full disclosure by FOP or member-employee, and prior specific approval by the Chief or Police and City Manager in addition to the

management and public interest reasons for this provision, an additional purpose is to require and exercise due diligence to insure that employee off duty work which creates, or results in, off shift “joint employment” police work be properly compensated, as provided in paragraph “B,” and covered under paragraph “E.”

E. Any employee who may suffer an “on-the-job injury,” while working authorized police-related off duty “joint employment” and acting in the scope of his law enforcement authority and regular employment, shall be entitled to the same benefits as if injured in the same manner while on duty in regular police officer employment.

F. No member of the Department will be allowed off duty police employment that is detrimental to the Department goals or will impair the efficiency of an employee in the performance of his police duties. Each employee is held strictly responsible for ensuring that he is fully fit to perform his duties when reporting to work for the Department. Employees will not engage in activities of any nature where they would be hindered in performing their departmental duties. Officers shall not work:

1. In any employment or in any location which will tend to bring the Department in disrepute or to reduce his efficiency or usefulness as a member-employee thereof.
2. In any employment requiring any affiliations, membership or allegiance tending to influence his conduct in a manner inconsistent with the proper discharge of his duties as a police officer, or his responsibility to the Department or the public interest.
3. In any business where the manufacture, transportation, sale or serving of liquor is a principal commercial basis of the business, except as provided in State Law (F.S. 561.25 and other provisions) and approved by the Chief of Police.
4. In any employment requiring the services of civil process or the collection

of debts.

5. On investigations or other work in which he may avail himself of his access to police information, records, files or correspondence.

6. For any other municipality or political sub-division of the State or Federal government, except by the express permission of the City Manager.

7. In excess of sixteen (16) hours per week, inclusive of approved outside employment, excepting while on vacation leave. Any hours exceeding the maximum will require specific approval of the respective division commander.

8. In any off duty position while on sick leave, injured on duty status, on “light duty” or when disciplinary action is in effect. Also no officer will be permitted off duty employment within 24 hours of the end of the shift of a day taken as sick leave.

G. Except and unless authorized in advance for a specific event, or for a specific day or group of days, no City vehicle, motorcycle or K-9 dog shall be used in off duty employment. Any member-employee request for an exception, or specific period waiver, shall be made by written memorandum submission and shall not be approved without authorization from the Chief of Police and City Manager, or designated personnel acting on their behalf, with exception for funeral escort use when approved by the Uniform Division Commander or Chief of Police.

## **ARTICLE 12. SENIORITY AND LAY OFF**

Seniority shall consist of continuous accumulated paid service with the City, and shall be computed from the date of appointment. Seniority shall accumulate during absence because of illness, injury, vacation, military leave or other authorized leave. Seniority shall be a factor in determining the following matters:

A. Vacations for each calendar year shall be drawn by employees on the basis of departmental seniority within rank and duty assignments.

B. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is to be laid off who has advanced to his present classification from a lower classification in which he held a permanent appointment shall be given a position in a lower classification in the same department. His seniority in the lower classification shall be established according to the date of his permanent appointment to that classification.

Employees shall be called back from layoff according to the seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification in which there are employees currently on lay off status until all employees on lay off status in that classification have had an opportunity to return to work; however, the City is under no obligation to call back from lay off any employee who has been on lay off for over two (2) years.

## **ARTICLE 13. PROTECTION: EMPLOYEES ACTING WITHIN SCOPE OF AUTHORITY**

Under the conditions and provisions set forth in Florida Statutes § 111.065 and § 111.07, except for an officer under active investigation and suspension with pay pending probable disciplinary action or an officer terminated for cause, the City, or an insurance carrier or self- insurance fund on its behalf, will automatically undertake: (1) the legal defense of any member- employee against civil actions (arising out of actions in line of duty and in the scope of employment or function) unless, in the case of tort action, the officer acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property; and (2) will file proper and appropriate countersuits, as determined proper and appropriate by the City Attorney, or special counsel, and authorized by the City Council. Said defense will cease upon the first judicial finding of gross negligence or misconduct, and any further legal representation would be only upon the recommendation of the City Attorney, or special counsel, and authorization of the City Council, in each successive instance of a judicial determination subsequent to the first trial court decision.

## **ARTICLE 14. AWARDS**

A program has been established to formally award Miami Springs Police Department employees or units for specific heroic acts, meritorious service, attainment of an extraordinarily high standard of proficiency in a critical skill achieved in a public safety endeavor, or for an act which results in the betterment of law enforcement. Individual Awards:

The following awards require review by the Awards Committee and approval by the Chief of Police:

1. Medal of Valor
2. Exceptional Service Award
3. Employee Excellence Award
4. Officer of the Month
5. Officer of the Year

A plaque, commendation letter, and/or medal, as appropriate, will be awarded to the recognized officer/employee.

## **ARTICLE 15. SAVING CLAUSE**

All formal benefits heretofore uniformly and continuously enjoyed by all the employees which are not specifically provided for or abridged by the collective bargaining agreement shall continue under conditions which they have been granted by the laws of the State of Florida, Ordinances of Miami Springs, or Personnel Rules and Regulations of Miami Springs; specifically provided, however, that any such benefits may be changed at any time by mutual agreement.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of this agreement shall remain in full force and effect during the term.



## **ARTICLE 16. LETTERS OF REPRIMAND**

A. Employees shall have the right to inspect and copy any letter of reprimand which is placed in the employee's personnel file as the result of supervisory action.

B. Any employee receiving a letter of reprimand from a supervisor may file a written response thereto within a reasonable time after the issuance of the letter of reprimand. At the employee's request, any such written response shall be included in the employee's personnel file together with the letter of reprimand.

C. Letters of reprimands shall not be challenged through the Grievance Procedure described in Article 17, but shall be appealed to the City Manager, or Acting City Manager in his/her absence, whose decision shall be final. Upon the employee's request, the Manager shall meet to discuss said appeal. The employee may be accompanied by an FOP Representative.

## ARTICLE 17. GRIEVANCE & ARBITRATION PROCEDURE

A. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement. Definitions: A grievance within the meaning of this contract shall consist of a dispute about alleged violations or misapplications of particular clauses of this Agreement and about alleged violations of this Agreement. Only the Union may file a grievance on behalf of a member of the bargaining unit, a group of members of the bargaining unit, or the Union itself.

B. Every effort will be made by the parties to settle any grievance as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, his grievance shall be considered conclusively abandoned. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step.

C. To simplify the grievance procedure and the calculation of time periods material hereto, "days" shall mean calendar days.

D. Grievances shall be presented in the following manner:

**Step 1:** The aggrieved employee shall discuss the grievance with his immediate supervisor within ten (10) days of the occurrence or event which gave rise to the grievance. However, if such employee is on an authorized leave of absence at the time of the occurrence or event which gave rise to the grievance, the ten (10) day period shall not begin to run until such leave expires. The FOP Representative may be present to represent the employee if the employee desires his presence. The immediate supervisor may attempt to adjust the matter

and shall respond to the employee within ten (10) days after such discussion. If the employee's immediate supervisor is the Division Commander, the employee shall, notwithstanding Step 2, first discuss the grievance with the Division Commander in accordance with Step 1. If, in the case in which the employee's immediate supervisor is the Division Commander, the grievance is not satisfactorily resolved within the time limits set forth in Step 1, then such employee shall next proceed in accordance with Step 2.

**Step 2:** If the grievance is not satisfactorily resolved in Step 1, the aggrieved employee and the FOP representative, shall reduce the grievance to writing on the standard form provided by the City for this purpose and present such written grievance to his Division Commander within ten (10) days from the time the immediate supervisor's response was due in Step 1. The Division Commander shall meet with the employee and the FOP representative, within ten (10) days after timely presentation of the written grievance to the Division Commander. Notice of the meeting shall be given to the FOP prior to this meeting set forth in the following steps. The Division Commander shall within ten (10) days after presentation of the written grievance to him (or such longer period of time as is mutually agreed upon), render his decision on the grievance in writing.

**Step 3:** Any grievance which was referred to the Division Commander and was not satisfactorily settled shall next be taken up with the Chief of Police. Such grievance shall be presented to the Chief of Police in writing within ten (10) days after the Division Commander's response was due in Step 2. The Chief of Police shall, within ten (10) days after presentation of the grievance to him (or such longer period of time as is mutually agreed upon), render his decision on the grievance in writing.

**Step 4:** If the grievance has not been satisfactorily resolved in Step 3, the

employee, with or without the FOP representative, may present a written appeal to the City Manager within ten (10) days from the time the response was due in Step 3. The City Manager, or his designee, shall meet with the employee and the FOP representative, if the employee wishes him present, within ten (10) days after the employee presents him with the written appeal. The City Manager, or his designee, shall respond in writing ten (10) days from the date of the meeting. Such appeal shall only be accomplished by the filing of a copy of the original written grievance by the employee, or by the representative, requesting that the Chief of Police's decision be reversed or modified.

E. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the Grievance Procedure, within the time limits provided for the submission of a grievance in Step 1 and signed by the FOP representative on their behalf. All grievances must be processed within the time limits herein provided unless extended by mutual agreement in writing.

F. In the event a grievance processed through the grievance procedure has not been resolved at Step 4 above, either the FOP or the City may request that the grievance be submitted to arbitration within fifteen (15) days after the City Manager, or his designee, renders a written decision on the grievance. The arbitrator may be any impartial person mutually agreed upon by and between the parties. However, in the event the parties are unable to agree upon said impartial arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh (7th), which will give a neutral or impartial arbitrator.

G. The City and the FOP shall mutually agree in writing as to the statement of the

grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement, or which is not specifically covered by the Agreement, nor shall this collective bargaining agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as specifically provided herein. The arbitrator may not issue declaratory or advisory opinions and shall confine himself exclusively to the question which is presented to him which question must be actual and existing. The arbitrator shall have the authority to provide an appropriate remedy for any violation of this Agreement, subject to all terms and conditions stated in this Article.

H. Consistent with the provisions of the Florida Public Employees Relations Act, F.S. Chapter 447, it is mutually acknowledged and agreed that this collective bargaining agreement shall be administered within the amounts initially appropriated by the City Council for funding of the collective bargaining agreement. Accordingly, and notwithstanding any other provision of this collective bargaining agreement, the arbitrator shall have no authority, power, or jurisdiction to construe any provision of law, statute, ordinance, resolution or regulation or provision of this collective bargaining agreement to result in, obligate or cause the City to have to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City

exceeding the amounts initially appropriated and approved by the City Council for the funding of this collective bargaining agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

I. The compensation and expenses of the arbitrator shall be borne by the losing party. In the event of a compromise award, such costs shall be borne equally by the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost.

J. The parties shall make their choice of the impartial arbitrator within five (5) days after receipt of the panel from the Federal Mediation and Conciliation Service. Copies of the arbitrator's award made in accordance with the jurisdiction and authority under this Agreement shall be furnished to both parties within thirty (30) days of the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

K. No part-time, temporary, or probationary employee shall be entitled to utilize the grievance and arbitration procedures set forth in this collective bargaining agreement. But those people, as described in this paragraph, shall have the right to a fair and equitable grievance procedure.

L. The grievance and arbitration procedure shall be exclusive to the FOP. Therefore, subject to Sections 447.301 and 447.401, Florida Statutes or other applicable laws, no bargaining unit member may file a grievance or request arbitration without the written authorization from the Union. The arbitration shall be conducted under the rules set forth in this agreement.

## **ARTICLE 18. UNIFORM MAINTENANCE ALLOWANCE**

A. (1) Employees in the uniform division will receive a monthly allowance of \$45.00 for the cleaning and repairing of uniforms; allowance to be paid in quarterly installments.

(2) Bargaining unit employees shall be entitled to make application for reimbursement up to Three Hundred (\$300.00) Dollars each fiscal year. First year officers shall not be eligible to make application for such qualified purchase reimbursement prior to satisfactory completion of their probationary period. Further, whenever an employee is transferred into, or from, the uniform division on a “permanent” basis by official personnel action, the annual maximum reimbursement amount for the fiscal year period shall be prorated on a weekly basis for the portion of the year assigned to the division, and employees transferred out of the uniform division shall have thirty (30) days to make application for reimbursement related to qualified items purchased prior to being advised of reassignment in writing, or by personnel action form. All applications for reimbursement must be submitted no later than 30 days prior to the end of the fiscal year. Application shall be made on the form provided by the Department and must include an itemized, descriptive paid invoice per the attached list.

B. Non-uniformed employees will receive an annual clothing maintenance allowance in lieu of cleaning in the amount of Five Hundred and Ninety-Nine Dollars (\$599.00). This amount shall be paid in quarterly installments for primary assignment to an authorized non-uniform position, and shall be prorated on a weekly basis for transfers into and out of such positions by official personnel action.

C. Employees shall participate in, and receive, prorated reimbursement eligibility and prorated allowance payments, as provided in “A” and “B” above, in direct relationship to the duty assignment and the use of uniforms, clothing and equipment.

D. The City will provide to each employee a light weight uniform jacket.

E. The City will provide for the replacement of bullet proof vests which become unsafe or dysfunctional under normal use; provided that the City shall not be liable for any vest lost, stolen, or damaged as a result of employee negligence. Upon the request of any employee and presentation of a properly executed receipt of a bill of sale, and return of the old vest, the City shall reimburse the officer up to 100% of the cost of the bulletproof vest, with the maximum dollar amount not to exceed Seven Hundred One Dollars and Twenty-Five Cents (\$701.25). It shall be the officer's sole responsibility to replace vest(s) as needed and no liability shall inure to the City based on the officer's failure to obtain or replace a vest as needed.

Such vests shall be worn in accordance with such rules, regulations or directives which may be furnished from time to time by the Police Chief.



## **REIMBURSEMENT ITEMS**

1. Repair, refurbishing, refinishing and restorative work on optional back up weapon; listed optional equipment; and leather goods.
2. Authorized uniform shoes, including water-protective rubber-cover wear.
3. Handcuffs when unusable and beyond reasonable repair.
4. New purchase of backup weapon, if officer does not possess one, or replacement of existing unserviceable backup weapon, when unsafe and beyond reasonable repair.
5. Accessory service pistol grip.
6. Uniform leather case and pocket knife.
7. Whistle and whistle holder.
8. Ticket book cover, carrier of case.
9. Clipboard with light or clipboard light.
10. Accident report template.
11. Backup weapon holster.
12. Uniform equipment carrier unit, such as a tote-bag, briefcase or other type of equipment organizer bag or case.
13. Vest
14. Other equipment as approved by the Chief of Police.

## **ARTICLE 19. HOURS OF WORK**

A. Pursuant to Fair Labor Standards Act (FLSA) Section 207 (K) and Department of Labor Regulation 29 CFR Part 553, the City shall adhere to a seven (7) day “work period.” Within each “work period,” overtime shall be determined and calculated on “in pay status” time, all “tours of duty” time and such other time actually worked, excluding any substitution/exchange traded time; provided, however, that time spent by an employee on Annual Leave, Holiday Leave (including Birthday and Floating Holidays) and Sick Leave shall not be included in any computation of overtime or as “hours worked” or as “in pay status.” Compensatory time shall be included in the computation of overtime. Additionally, time and one half overtime will be paid for compensable hours exceeding forty (40) hours in each seven (7) day work period. All hours worked up to forty (40) in each seven (7) day work period shall be compensated at straight time, except as provided for in Article 18.

B. Nothing in this Agreement shall be construed, or applied, to be in conflict with the Fair Labor Standards Act (FLSA) or related FLSA regulations promulgated by the U.S. Department of Labor, as these may be amended from time to time; provided, however, if such amendments would result in any City optional costs to be increased, the City and FOP would meet promptly to renegotiate the provisions of the Agreement which would give rise to such optional cost.

C. Effective October 1, 2017 employees shall be able to accumulate compensatory time to a maximum of two hundred (200) hours. Employees shall receive payment of accrued compensatory time upon termination of service at the employee’s rate of pay at termination date. The City may, based upon the City Manager’s determination as to the availability of funds, authorize employees to “sell” to the City up to an amount of compensatory time not to exceed

40 hours per employee in a twelve (12) month period. An employee may participate only to the extent that the employee has in excess of 40 hours of compensatory time on the books.

Notwithstanding anything in this Agreement to the contrary, the mandatory FLSA requirements shall apply in all matters covered thereunder (such as hours, rates, overtime, compensatory time, etc.) unless cities become exempted.

## **ARTICLE 20. CALL IN, CALL BACK, AND COURT TIME**

A. When it is necessary for the Department to require employees to return to work on regular work days or on their days off, but not on or less than one (1) hour after the end of their regular assigned shift, the City agrees to compensate the employee at the overtime rate. A minimum of three (3) hours compensation at the overtime rate is guaranteed.

B. When it is necessary for the Department to require employees to appear in court, not on or contiguous to their regular assigned shift, the City agrees to compensate the employee at the overtime rate. A minimum of three (3) hours compensation at the overtime rate is guaranteed, provided however, no employee shall be compensated more than once for appearances occurring within the same minimum three (3) hour period. In accordance with FLSA, officers on stand-by for court appearance will not be compensated for any time prior to actual call-back.

C. When it is necessary for the Department to require employees to return to work on a regular day off due to riot, hurricane, or any other emergency declared by the City Manager or his agent, the City agrees to compensate the employee at the overtime rate as required by the Fair Labor Standards Act (FLSA).

D. Call back and call in:

1. Call back is the calling of an employee to work during a period which is separated by a gap in time of at least one (1) hour not contiguous with the employee's regularly scheduled shift. Call back may thus occur either on a work day or on a day off.

2. When an employee is asked to report to work early, the request is deemed a call-in (rather than a call-back) and the employee shall not be guaranteed a

minimum of three (3) hours at the overtime rate, but shall be paid at the overtime rate for such actual time worked by the employee prior to the beginning of his regularly scheduled shift as required by the FLSA.

3. When employees are called back to work on holiday, annual, or sick leave days, they will be guaranteed a minimum of three (3) hours compensation at the overtime rate. Every attempt should be made by supervisors to not call back employees on holiday, annual or sick leave days unless under genuine emergency conditions.

4. Employees called back to work on a day off shall be entitled to the three (3) hour guarantee at the overtime rate.

## **ARTICLE 21. FOP BUSINESS**

The City agrees that during an employee representative's non-working time, on the City's premises, employee FOP representatives shall be allowed to, when the following does not interfere with official duties as determined by the Chief, and does not conflict with law or interfere with the work and official duties of other employees:

- A. Post FOP notices, without disrupting working employees.
- B. Distribute FOP literature, except as prohibited by law.
- C. Solicit FOP membership, during other employees off duty and non-working hours away from areas where actual work is performed.
- D. Transmit communications, authorized by the local FOP or its officers, to the City or its representative.
- E. Consult the City representative through the existing Police Department chain of command, and consult with FOP representatives concerning enforcement of any provisions of this Agreement.

## **ARTICLE 22. MILEAGE ALLOWANCE**

Employees choosing to utilize their private automobiles to attend court shall be assumed to request the mileage allowance from the State of Florida as stipulated in F.S. 92.141.

An employee who chooses to utilize a City Vehicle to attend court shall be provided one whenever possible.

## **ARTICLE 23. POLICE STANDARDS OF OPERATION**

A. Internal investigation will be conducted in accordance with F.S. 112.532, Law Enforcement Officers' and Correction Officers' Rights, as amended, and F.S. 112.533, Receipt and Processing of Complaints, as amended. Whenever a law enforcement officer is under investigation and subject to interrogation by members of the officer's agency for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation and investigation shall be conducted under the following conditions:

1. The interrogation shall be conducted at a reasonable hour, preferably at a time when the officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

2. The interrogation shall take place either at the office of the command of the investigation officer or at the office of the local police unit in which the incident allegedly occurred, as designated by the investigating officer or agency.

3. The officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator at any one time.

4. The officer under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the name of all complainants.

5. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities, including telephone use and meals, and rest periods as are reasonably necessary.



6. The officer under interrogation shall not be subject to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions. (An officer under investigation shall not be told that if he or she does not resign from the Department criminal charges will be brought against him or her.)

7. The formal interrogation of an officer, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. (When interrogations are recorded, a copy will go to the officer being investigated should he or she request it.)

8. If the officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, the officer shall be completely informed of all his or her rights prior to the commencement of the interrogation. (If the officer under investigation is suspected of committing a criminal offense, he or she shall be advised of his or her rights.)

9. The officer has the right to refuse to answer all questions concerning criminal matters if rights against self-incrimination would be prejudiced, and shall not be ordered to submit to any device designed to measure the truth of responses during questioning, unless he or she agrees to do so. Officers shall not be threatened with disciplinary action for not testifying against themselves or other officers before a criminal proceeding; however, officers must answer all questions concerning non-criminal matters which may result in disciplinary action.

10. At the request of any officer under investigation, the officer shall have the right to be represented by counsel or any other representative of his or her choice,

who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement service.

11. No dismissal, demotion, transfer, reassignment, or other personnel action which might result in loss of pay or benefits or which might otherwise be considered a punitive measure shall be taken against any officer unless such officer is notified of the action and the reason or reasons therefore prior to the effective date of such action.

12. No officer shall be discharged, disciplined, demoted, denied promotion, transfer or reassignment, or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment, by reason of his or her exercise of the rights granted by Chapter 112, Part VI, and other laws.

13. A complaint filed against an officer with a law enforcement agency or corrections agency and all information obtained pursuant to the investigation by the agency of such complaint shall be confidential until the conclusion of the internal investigation or at such time that the investigation ceases to be active without a finding relating to probable cause. If the internal investigation is concluded with the finding that there is no probable cause to proceed with disciplinary action or file charges against the officer, a statement to that effect signed by the agency head or designee and the responsible investigating official shall be attached to the complaint; and the complaint and all such information shall be open thereafter to inspection pursuant to Chapter 119. If the investigation is concluded with the finding that there is probable cause to proceed with disciplinary action or file charges, the complaint and all such information shall be open thereafter to inspection pursuant to Chapter 119. If the investigation ceases to be active without a finding relating to probable cause, the complaint and all such information

shall be open thereafter to inspection pursuant to Chapter 119. This does not apply to any public record which is exempt from public disclosure pursuant to s. 119.07(3). For the purposes of this section, an investigation shall be considered active as long as it is continuing with a reasonable, good faith anticipation that an administrative finding will be made in the foreseeable future. An investigation shall be presumed to be inactive if no finding is made within 60 days after the complaint is filed.

14. The findings of an internal affairs investigation shall be labeled either “sustained” (indicating probable cause to proceed with disciplinary action or criminal prosecution), or “not sustained” (indicating no probable cause to proceed with disciplinary action or criminal prosecution), or “exonerated” (indicating no probable cause and no grounds for the accusation or complaint).

B. The City will make no public statements concerning alleged violations of the law or departmental rules until the internal investigation has been completed. No public statements shall, at any time, be issued which would jeopardize an accused officer’s right to a fair hearing or trial.

C. As provided by Florida Statutes, as amended, certain employee personnel records shall be kept confidential and never released to any person, except officials of the City and as otherwise provided by law, or in response to court order. Individual officers may, at their discretion, waive this right, subject to any limitations of State or Federal law.

D. No unauthorized person and no member of the news media shall, either directly or indirectly, be furnished with the home addresses, telephone numbers, and/or photographs of law enforcement personnel; the home addresses, telephone numbers, photographs and places of employment of the spouses and children of law enforcement personnel; and the names and

locations of schools attended by the children of law enforcement personnel without employee written consent. Further, the Department will not furnish such data in case of discharge until full appeal rights have been exhausted.

E. No civilian dominated police review board will be established by the City. Whenever required by law or administrative decision, a complaint review board shall be composed of three members: One member selected by the Chief of Police; one member selected by the aggrieved officer; and a third member to be selected by the other two members. The board members shall be law enforcement officers selected from any state, county, or municipal agency within the County.

F. No police officer will be required to give testimony before a non- or quasi-governmental agency except as may be required herein or by law, with respect to an internal affairs investigation.

G. Any person who willfully discloses, or permits to be disclosed, his intention to file a complaint; the existence or contents of a complaint which has been filed with an agency; or any document, action, or proceeding in connection with a confidential internal investigation of an agency, before such complaint, document, action, or proceeding becomes a public record as provided herein is guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s.775.083. Notwithstanding other provisions of this Article the complaint and information shall be available to law enforcement agencies and state attorneys in the conduct of a lawful criminal investigation.

H. If the agency fails to comply with the requirements of Chapter 112, Part VI, a law enforcement officer employed by such agency who is personally injured by such failure to comply may apply directly to the circuit court of the county wherein such employing agency is

headquartered and permanently resides for an injunction to restrain and enjoin such violation of the provisions of Part VI and to compel the performance of the duties imposed by Part VI.

I. All officers shall have the right to inspect and make copies of their personnel records. No record will be hidden from an officer's inspection. Any employee may respond in writing to any material contained in the officer's official personnel folder and it shall become a part thereof.

J. Should disciplinary action result from an internal investigation, an officer shall, at the option of the Chief of Police, with the approval of the City Manager, be allowed to use compensatory time or vacation time to satisfy a suspension in the case in which a suspension is for five (5) days or less, provided the officer shall sign a waiver of any and all rights to appeal said suspension.

## **ARTICLE 24. HOLIDAYS**

The following days shall be considered holidays:

1. New Year's Day
2. Martin Luther King Jr. Day (Observed)
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Friday after Thanksgiving
8. Christmas Day
9. Veterans' Day

10. Employee's Birthday. All employees by this Agreement shall retain the option of taking a day off for their birthday, provided that manpower is available, or having a day added to their vacation.

11. Floating Holidays. Three (3) floating holidays will be accrued and credited to the employee's leave bank in January each year; new employees will be credited their floating holidays on their entrance date on a prorated basis. All floating holidays will be used during the calendar year earned; if not used by year end (December 31) they will be forfeited.

All employees covered by this Agreement shall receive one (1) additional day added to their vacation time for each recognized holiday as each holiday occurs. Employees shall not receive any other compensation for the designated holiday; whether they are on or off duty on the actual holiday date is immaterial. No other holidays are recognized or granted by this Agreement.

## **ARTICLE 25. USE OF VACATION AND VACATION ACCRUAL**

Employees shall bid by seniority for earned vacation leave time in minimum increments of five (5) days, except that a total of ten (10) days vacation may be taken if the department's manpower requirements permit.

Members of the bargaining unit shall be allowed to accrue and use vacation leave time pursuant to the following conditions:

A. Approval by the Chief or, in his absence, the Captain for vacation leave usage.

B. Employees hired before the ratification date of this agreement may accrue vacation leave up to a maximum of six hundred fifty (650) hours. When such employee has accrued 650 hours of vacation leave, accrual will cease until the vacation leave balance is reduced below 650 hours.

C. Employees hired before the ratification date who have accrued vacation leave in excess of 650 hours at the time this Agreement is ratified will retain such accrued hours, but will not accrue additional hours until their accrued vacation leave hours are reduced below 650 hours.

D. Employees hired after the ratification date of this Agreement may accrue vacation leave up to a maximum of three hundred and sixty (360) hours. When such employee has accrued 360 hours of vacation leave, accrual will cease until the vacation leave balance is reduced below 360 hours.

E. Employees who have more than 700 accrued vacation leave hours as of the ratification date of this Agreement will be paid the dollar value of those hours accrued in excess of 650 hours. The payment will be calculated at the employee's then-current regular hourly rate of pay and the payment will be made via the City's regular payroll procedures in the second payroll period following the ratification date of the Agreement.

## **ARTICLE 26. WAGES AND LONGEVITY**

A. Longevity for all bargaining unit members during the term of this contract shall be paid according to Appendix B, which shall form part of this contract.

B. The salary schedule for all bargaining unit members shall be according to Appendix A, which shall form part of this contract:

Effective October 1, 2023, increased by four percent (4%).

Effective October 1, 2024, increased by four percent (4%).

Effective October 1, 2025 increased by four percent (4%).



**APPENDIX A**

**CITY OF MIAMI SPRINGS**

**FOP PAY PLAN**

**CLASSIFICATION: POLICE OFFICER**

<b>DATE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
10/1/2023	\$63,289	\$66,436	\$69,836	\$73,301	\$77,027	\$80,875	\$84,920	\$89,162
10/1/2024	\$65,821	\$69,093	\$72,629	\$76,233	\$80,108	\$84,110	\$88,317	\$92,728
10/1/2025	\$68,454	\$71,857	\$75,534	\$79,282	\$83,312	\$87,474	\$91,850	\$96,437

**CLASSIFICATION: SERGEANT**

<b>DATE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
10/1/2023	\$91,839	\$96,431	\$101,252	\$106,315	\$111,630	\$117,212
10/1/2024	\$95,513	\$100,288	\$105,302	\$110,568	\$116,095	\$121,900
10/1/2025	\$99,334	\$104,300	\$109,514	\$114,991	\$120,739	\$126,776

**Effective October 1, 2023**

## **APPENDIX B**

### **LONGEVITY**

DEFINITION: Longevity pay is an extra payment in recognition of length of continuous service as an employee of the City and is awarded equally to all full-time permanent personnel without regard to rank or position, in accordance with the following schedule, effective October 1, 2023:

After eight (8) but less than ten (10) consecutive years of service, \$700.00 annually.

After ten (10) but less than fifteen (15) consecutive years of service, \$1,200.00 annually.

After fifteen (15) but less than twenty (20) consecutive years of service, \$1,700.00 annually.

After twenty (20) consecutive years of service and continuing thereafter, \$1,950.00 annually.

Each longevity payment is inclusive of the prior payment and not in addition thereto. Beginning in January, 2021, each longevity payment shall be made in a lump sum on the pay-day immediately following the employee's anniversary date, subject to applicable taxes; such payments shall be considered as part of wages applicable to pension.

## **ARTICLE 27. PHYSICAL EXAMINATION AND EMPLOYEE SAFETY**

A. The City shall pay for one annual physical examination for each bargaining unit employee; the time and physician to be chosen by the City. The physical examination shall include, but not limited to, electrocardiogram, eye examination and hearing test. The City shall pay for one annual heart-vascular and cancer ultrasound screening for each bargaining unit employee; the time and service provider to be chosen by the City.

B. All bargaining unit employees shall be granted sufficient duty time every three (3) months, (quarterly) to fire a qualification course. Employees will be allowed to practice at the pistol range once a month.

C. The City shall insure that the minimum manpower on duty for each uniform patrol shift will compose of at least, one sworn supervisor with the rank of Sergeant or above, or one O.I.C. (Officer In Charge), who will actively supervise the shift, and three sworn personnel of the rank of Police Officer or above, who will actively perform uniform division shift duties. Additionally there will be at least one person assigned to each shift for dispatch and related station support duties.

D. To insure the continued safety and fitness of employees, the City shall furnish a sufficient area for physical training, including appropriate weight-lifting equipment.

## **ARTICLE 28. INSURANCE**

A. The City will provide major medical, health, dental and vision insurance benefits. If the employee selects the HMO plan, then the City agrees to pay one hundred percent (100%) of the employees individual major medical, health, dental and vision insurance premium. If the employee selects the POS plan, then the employee will have to pay the difference between the cost of the POS plan and the amount the City would otherwise contribute to the HMO plan for the employee.

B. If the employee selects the HMO plan, then employees covered by this Agreement will pay fifty percent (50%) of the cost for health, dental and vision insurance premiums for dependent coverage. If the employee selects the POS plan, then the employee will have to pay the difference between the cost of the POS plan and the amount the City would otherwise contribute to the HMO plan for the employee's dependents.

C. Prior to the implementation of a rate increase both the FOP and employees affected shall be notified in writing within thirty (30) days.

D. In accordance with Florida Statute 112.19, the sum of Twenty Five Thousand Dollars (\$25,000.00) shall be paid by the City to any bargaining unit employee whose duties require him or her to enforce criminal law, make investigations relating thereto, apprehend and arrest violators thereof, or transport, handle or guard persons arrested for, charged with or convicted of violations thereof, provided that such bargaining unit employee, while under seventy (70) years of age and while engaged in the performance of any of the duties mentioned above, is killed or receives bodily injury which results in the loss of his or her life within one hundred and eighty (180) days after being received, regardless of whether he or she is killed or if such bodily injury is inflicted intentionally or accidentally, provided that such killing is not the result of suicide and that

such bodily injury is not intentionally self-inflicted.

E. In accordance with Florida Statute 112.19, an additional Seventy-Five Thousand Dollars (\$75,000.00) shall be paid to any employee covered by this Agreement who is unlawfully and intentionally killed while in the actual performance of his duties as a police officer with the City of Miami Springs.

F. In addition, the City will pay any employee covered by this Agreement, who dies while employed with the City of Miami Springs, a sum equal to one year's annual base salary of said deceased employee.

G. The City shall be liable for the payment of said sum and shall be deemed self-insured, unless it procures and maintains, or has already procured and maintains insurance to secure such payment. Any such insurance may cover only the risks indicated above and the amount indicated above, or it may cover those risks and additional risks and may be in a larger amount.

Such payment, whether secured by insurance or not, shall be made to the beneficiary designated by such bargaining unit employee in writing, signed by him or her and delivered to the City during his or her lifetime. If no such designation is made, then it shall be paid to his surviving child or children and the spouse in equal portions and if there be no surviving child or spouse, then to his or her estate.

## **ARTICLE 29. PREMIUM PAY**

Special assignment allowances shall be provided to bargaining unit employees as described below:

A. Law enforcement personnel assigned to full-time detective duty - five percent (5%) bi-weekly.

B. Law enforcement personnel assigned to full-time motorcycle duty - eighty dollars (\$80.00) bi-weekly.

C. Law enforcement personnel assigned full-time canine (K-9) duty shall work forty-three (43) hours per week or eighty-six (86) hours per period in accordance with the Fair Labor Standards Act (FLSA), Section 207 (k). The hours worked shall be paid at the straight time hourly rate for all activities directly or indirectly associated with the care and attendance of the dog and for time spent with related equipment associated with this activity. It is agreed and understood that the K-9 officer shall dedicate the above mentioned six (6) hours per pay period exclusively off- duty for all activity associated directly with the care, exercise, feeding, etc. of the dog. No further compensation is intended directly or indirectly in this arrangement.

The City agrees to reimburse the K-9 officer for dog food upon receipt of invoice and proof of payment. The City will continue to pay for veterinary and related expense for health maintenance.

When requested and authorized for periods of four (4) consecutive days, or more, for death in immediate family and annual vacation leave, the City shall pay or reimburse the cost for boarding when the temporary care arrangement, including the facility and cost, is approved prior to boarding and commencement of such leave. The Police Chief, at his discretion, may assign the care of the canine to an officer who is qualified in K-9 duty.

D. Law enforcement personnel assigned as field training officers (F.T.O.) shall receive a premium of two and one-half percent (2 1/2%) added to base pay for all shifts on which they are assigned training duties.

Law enforcement personnel certified as field training officers shall receive a premium of five percent (5%) added to base pay for all shifts on which they are assigned training duties.

E. Law enforcement personnel who wish to become certified training officers, at the department discretion, will be granted on duty time to attend certification training, if manpower permits. If staffing does not permit, officers will be approved to attend on their own time.

F. Uniformed Officers and Uniformed Sergeants assigned to work on evening and night shifts shall receive a shift differential pay as follows:

1. Uniformed Officers working between the hours of 3 p.m. to 11 p.m. shall receive an additional two percent (2.00%) added to their salary and Uniformed Sergeants working between the hours of 3 p.m. to 11 p.m. shall receive an additional two percent (2.00%) added to their salary.

2. Uniformed Officers working between the hours of 11 p.m. to 7 a.m. shall receive an additional three and one quarter percent (3.25%) added to their salary and Uniformed Sergeants working between the hours of 11 p.m. to 7 a.m. shall receive an additional three and one quarter percent (3.25%) added to their salary.

3. Uniformed Officers and Uniformed Sergeants working the relief shift shall receive the above applicable differential.

## **ARTICLE 30. ACTING RANKS**

Any employee who is officially designated by the Department to act in a rank higher than his permanent rank and actually performs said duties shall receive an additional five percent (5%) of his base pay at a differential per each eight-hour shift or hour by hour basis.

All appointments to acting ranks for a period of more than seven (7) days shall be in writing.



## **ARTICLE 31. LABOR MANAGEMENT COMMITTEE**

The parties agree that there shall be a Labor Management Committee comprised of three (3) representatives from the City (to include a representative of the City Manager), and three (3) representatives from the FOP.

Meetings of the Labor Management Committee shall be held not more than once a month, and may be scheduled at the request of either party upon five (5) days notice. The party requesting such a meeting shall forward to the designated representative of the other party an agenda specifying those issues to be presented for discussion; the time and place shall be mutually determined by the parties.

The scope of authority of the Labor Management Committee shall be limited solely to discussing general matters pertaining to employee relations. It is agreed and understood that the Committee shall not engage in collective bargaining or the resolution of grievances. The sole purpose of this Committee is to improve communications between labor and management and it is understood that this paragraph and any discussions undertaken pursuant to it are not subject to the grievance procedure set forth in this contract.

In the event any written agreements are reached between the parties, both parties shall make a good faith effort to abide by said agreement.

The Labor Management Committee shall discuss the feasibility of implementing a “take home” vehicle program for members of the bargaining unit.

## **ARTICLE 32. CONFIDENTIAL RECORDS**

As provided or prohibited by law and unless otherwise required by Court Order, the City may not release for examination and inspection any of the following information from its records:

- A. The home address, telephone numbers and photographs of law enforcement personnel;
- B. The home addresses, telephone numbers, photographs and places of employment of the spouses and children of law enforcement personnel;
- C. The names and locations of schools attended by children of law enforcement personnel. It shall be the right of any employee covered by this Agreement, at reasonable times, to inspect and make copies of his or her personnel file.

Whenever a non-City employee requests a review of the personnel file of an employee covered by this Agreement (except in the case of a criminal investigation of such employee), any employee subject to this Agreement shall receive notification of the name of the person reviewing such file.

## **ARTICLE 33. RETIREMENT PLAN**

Retirement benefits and employee contributions for employees covered by this Agreement shall be as provided in the City of Miami Springs Police and Firefighters Retirement Plan (the “Plan”), except as provided below. All changes to the existing Plan shall take effect on October 12, 2014 (the “effective date”).

1. Plan members who are employed and not participating in the DROP on the effective date (except members who are within 3 years of the normal retirement date on the effective date) shall accrue benefits on and after the effective date in accordance with the Plan provisions in effect on the day before the effective date, except as follows:

a. The benefit multiplier shall be 3.5% for continuous service earned up to 20 years and 3% for continuous service earned after 20 years, with a maximum benefit of 85% of average monthly earnings. The 85% maximum benefit shall apply to the combined benefit earned prior to and after the effective date; provided, if a member has accrued a benefit percentage greater than 85% on the effective date, he/she shall retain that benefit percentage, but no additional benefit percentage shall be earned thereafter.

b. Average monthly earnings for continuous service on and after the effective date shall be the average of the 5 highest years of the last 10 years of continuous service (including continuous service prior to the effective date).

2. Bargaining unit employees hired on or after October 12, 2014 shall accrue benefits in the same manner as provided in the current Plan, except as follows:

a. For fiscal year 2020-2021, the benefit multiplier shall be 2.5% for each year of continuous service, with a maximum benefit of 70% of average monthly earnings.

b. For fiscal year 2021-2022, the benefit multiplier shall be 3% for each year of continuous service, with a maximum benefit of 75% of average monthly earnings.

c. For fiscal year 2022-2023, the benefit multiplier shall be 3% for each year of continuous service, with a maximum benefit of 75% of average monthly earnings.

d. The normal retirement date shall be the earlier of age 55 with 10 years of continuous service or age 52 with 25 years of continuous service.

e. Average monthly earnings shall be the average of the 5 highest years of the last 10 years of continuous service.

3. The parties agree that all Chapter 185 excess premium tax revenues shall be used to offset member contributions during fiscal years 2023-24, 2024-25, and 2025-26. Effective October 1, 2023, member contributions are capped at 9.9% of covered pay for the remaining term of this Agreement. It is specifically agreed and understood that the provisions of this Section 5 shall terminate September 30, 2026 and, therefore, effective October 1, 2026, member contributions shall be determined in accordance with the cost sharing provisions in section 35-55(c) of the Plan.

## **ARTICLE 34. EDUCATIONAL ASSISTANCE**

The City will endeavor to implement, as soon as may be reasonably practical, an educational assistance program to be funded solely from assessments that may be received by the City pursuant to Florida Statute 943.25. Guidelines and eligibility for such educational assistance program will be established by the City Manager and delivered to the employees covered by this Agreement following its implementation.

Any employee who has entered the retirement drop plan will not be eligible for the educational assistance.

## ARTICLE 35. SICK LEAVE

A. Employees shall earn paid sick leave at the rate of one day for each month of service, or 12 days per year.

B. Earned paid sick leave may not be used until completion of probation period of original appointment.

C. Earned sick leave may be accumulated from year to year

D. If an employee has not used more than two (2) days of allotted sick days during a fiscal year (October 1 through September 30) the City agrees to convert a certain number of sick days to annual leave, at the employees option, under the following scale:

Zero allotted sick days used.....Convert three sick days to annual leave

One allotted sick day used .....Convert two sick days to annual leave

Two allotted sick days used .....Convert one sick day to annual leave

For purposes of the first year of this provision, the starting date shall be the day after the ratification vote by the City Council or October 1, 1998, whichever is later. The scheduling of the time off is within the sole discretion of the Chief of Police. It is agreed that the scheduling of this time off shall not create an adverse impact on the minimum manning tables giving rise to overtime by others to fill the requirement of minimum manning and/or be the cause of adding additional new employees to the work force. Each employee must make his request known through his chain of command no later than October 31 of each calendar year, with regard to his desire to convert sick leave to annual leave.

E. Employees retiring under the City Pension System, or dying during active service

or authorized leave, shall be paid for accumulated unused sick leave at the rate of 1/2 day for each day accumulated, to a maximum of 120 days (960 hours) pay at the employees final base pay rate.

“FINAL BASE PAY” shall have the same meaning as “FINAL AVERAGE SALARY” as the term is defined in Subsection 35.04, Miami Springs Civil Service Rules and Regulations.

F. Employees resigning from the City Service with 15 or more years of service shall receive a total maximum of thirty (30) days (240 hours) pay. Employees resigning with less than fifteen (15) years of service, or being terminated for other reasons, shall not receive any pay for unused medical leave accumulation.

G. Sick leave shall be granted for employee injury or illness not connected with work.

H. Employees are responsible for notifying an on-duty supervisor at least two (2) hours prior to their scheduled shifts.

I. Employees absent for longer than three (3) consecutive working days on sick leave may be required to provide a medical statement of fitness and evidence of reason for absence. Employees with three (3) or more separate sick leave occurrences within any 90 day period will be subject to administrative review and could be subject to disciplinary action if found to be a sick leave abuser. After administrative review, an employee who is determined to be an abuser may be required to produce a medical statement for any sick leave occurred during the twelve (12) month period following the last abusive occurrence.

J. No sick leave shall be charged for treatment required by the City or for time lost as a result of compensable injury sustained while on duty.

K. Employees covered by this Agreement shall be compensated for accumulated sick leave in accordance with the provisions of this article, rather than the provisions of subsection 34.16(c), MEDICAL LEAVE, Miami Springs Civil Service Rules and Regulations. This article is intended to replace subsection 34.16(c), Medical Leave, and is not intended to be an additional benefit over and above any benefits set forth in subsection 34.16(c), Medical Leave, Miami Springs Civil Service Rules and Regulations.

L. FAMILY MEDICAL LEAVE POLICY (FMLA, 1993)

On April 5, 1994, City Administrative Order 94-6, Family Medical Leave Policy (FMLA, 1993) was adopted pursuant to Federal Statute, the Family and Medical Leave Act of 1993. This policy supersedes and replaces the provisions heretofore set forth in Section K of this Article and is incorporated herein by reference.



## **ARTICLE 36. BEREAVEMENT LEAVE**

Four (4) days of emergency leave with pay shall be granted in the event of a death in the immediate family, provided that the employee actually attends the funeral, provided, however, that five (5) days will be granted for funerals held outside Florida. "Immediate family" is defined as spouse, domestic partner, child, stepchild, grandchild, mother, father, sister, brother, stepsister, stepbrother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandfather, grandmother, an adult who stood *in loco parentis* to the employee during childhood, or, upon proof, any person in the general family living within the same household.

Should any employee require additional time other than provided herein, he/she may request that funeral leave be extended an additional two (2) work days. Emergency requests for such extensions arising during said leave shall be granted by the Department whenever possible.

### **ARTICLE 37. PROBATIONARY PERIOD**

The probationary period for all incoming employees covered by this Agreement is twelve (12) months after such incoming employee has both been (1) state certified and has (2) begun actual employment with the City.

## **ARTICLE 38. TOXICOLOGY AND ALCOHOL TESTING**

The City and the FOP recognize that employee substance and alcohol abuse can have an adverse impact on Miami Springs government, the Department's operations, the image of City employees and the general health, welfare and safety of the employees and the general public.

The City shall continue to have the right to require Toxicology and Alcohol Testing as part of any regularly scheduled physical examination.

The City shall also have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug or alcohol. The City and the FOP agree that requiring employees to submit to testing of this nature shall be limited, "except as provided in the City's May 17, 1994 Administrative Order 94-7, Drug Free Workplace Policy/Drug Screen Policy Statement with respect to Workers' Compensation" to circumstances that indicate reasonable suspicion to believe that the employee is under the influence of such substances, suffers from substance or alcohol abuse, or is in violation of the City Personnel Rules or Departmental Rules and Regulations regarding the use of such substances.

It is further understood by the parties that the aforementioned authority to require that employees submit to such testing, "except as provided in the City's May 17, 1994 Administrative Order 94-7," shall first be approved by Police Chief or higher authority within the City to ensure proper compliance with the terms of this Article.

The City, guided by the most recent research in toxicology, will select toxicology breath and/or urine test(s) to be used. If an employee tests positive, a second confirmatory test on the original specimen must be administered in a timely manner to verify the results before

administrative action is taken. The City shall make a reasonable effort to provide employees with the results of a positive test within 72 hours of providing the specimen. However, failure to comply with this 72 hour notification provision shall not preclude the City from utilizing the positive test results in any administrative or disciplinary action up to and including dismissal as deemed appropriate in accordance with the applicable provisions of City Administrative Orders, the City Code, the City Personnel Rules and Departmental Rules and Regulations. All tests will be conducted in approved laboratories using recognized technologies.

The parties agree that the Police Chief may require members of the bargaining unit to submit to random drug testing. The random choices will be picked using a computerized random number generator with the member's City ID number. No bargaining unit member will be required to submit to such a test more than once in a 12-month period.

Anytime that an employee is involved in an accident while operating a City vehicle, whether on or off duty, the employee may be required to submit to an alcohol/ chemical drug test.

All disputes arising out of the implementation of this article will be pursued under Article 17 of the agreement.

The results of such tests may result in appropriate disciplinary action, up to and including dismissal, in accordance with the applicable provisions of the Code of the City of Miami Springs, the City Personnel Rules and Departmental Rules and Regulations. Employee refusal to submit to toxicology or alcohol testing in accordance with the provisions of this Article may result in disciplinary action up to and including dismissal, in accordance with the applicable provisions of the City Code, the Miami Springs Personnel Rules and Departmental Rules and Regulations.

The parties agree that the City's May 17, 1994 Administrative Order 94-7, Drug Free Workplace Policy/Drug Screen Policy Statement provisions agreed to herein were adopted by the City pursuant to the provisions of Chapter 440.102 Florida Statutes and Chapter 38F-9 of the Florida Administration Code. The parties further agree that the Agreement to the implementation of the provisions of the policy/statement are contingent upon the continuation of the underlying authorizing statutory/code authority. Should said statutory/code authority be repealed, invalidated by a Court of competent jurisdiction or otherwise cease to exist, the contractual agreement re: the policy/statement will not independently survive without said statutory authority.

It is a condition of employment for all City employees to refrain from reporting to work or working with the presence of illegal drugs or alcohol in his or her body. Bargaining unit members who are injured on the job are required to immediately submit to a test for drugs and alcohol. Any employee who is injured on the job and who tests positive for illegal drugs or alcohol, or who refuses to submit to a test for drugs or alcohol, forfeits eligibility for medical and indemnity benefits under Florida's Workers' Compensation statute.

## **ARTICLE 39. TERM OF AGREEMENT AND REOPENERS**

This Agreement shall be effective October 1, 2023, upon being approved by a majority vote of the employees voting in the bargaining unit and upon ratification by the City of Miami Springs City Council, and shall continue until September 30, 2026.

All elements of this Agreement shall remain in force for the period called for above unless by mutual agreement, in writing, the parties amend some portion thereof. It is agreed and understood that this Agreement constitutes the whole agreement between the parties.

Any Articles contained herein which include multiple year provisions shall not be reopened during the stated multiple year term.

## SIGNATORY PROVISION

The foregoing Agreement between the City of Miami Springs and Florida State Lodge Fraternal Order of Police consists of a Preamble and Thirty-Nine (39) Articles, including Appendixes A and B, and shall continue until September 30, 2026.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESS:

**FLORIDA STATE LODGE FRATERNAL  
ORDER OF POLICE, INC.**

\_\_\_\_\_

BY: \_\_\_\_\_  
Sean Kelly  
FOP Staff Representative

WITNESS:

**CITY OF MIAMI SPRINGS**

\_\_\_\_\_

BY: \_\_\_\_\_  
J.C. Jimenez  
City Manager

# Bryant Miller Olive

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October 23, 2023

**VIA EMAIL: [s.kelly@floridafop.com](mailto:s.kelly@floridafop.com)**

Mr. Sean Kelly  
Fraternal Order of Police  
P.O. Box 291985  
Davie, Florida 33324

Dear Mr. Kelly:

As we discussed, please see attached a proposed amendment to Article 32, Section 3, of the collective bargaining agreement between the City of Miami Springs and the FOP Lieutenants Bargaining Unit. The change would cap the Lts' pension contribution at 9.9% through 9/30/24, with the cost-sharing provision going into effect on 10/1/24.

The City requests that the FOP waive bargaining over this change in terms of employment. If the FOP agrees, please have the appropriate official sign and date where indicated below and return a signed copy to Mr. Bill Collins at the City with a cc to Ms. Bravo and myself.

If you have any questions, please call Ms. Bravo or myself.

Sincerely,


**BRYANT MILLER OLIVE P.A.**



David C. Miller

Attachment

**By signing below, the Florida State Lodge, Fraternal Order of Police, waives bargaining over the change to terms and conditions of employment of the Police Lieutenant bargaining unit of the City of Miami Springs.**

By: Sean Kelly Labor Rep   
[Type or print name and title]

Date: 10/26/2023



**RESOLUTION NO. 2023 – \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT WITH THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC. ON BEHALF OF THE CITY OF MIAMI SPRINGS POLICE LIEUTENANTS COLLECTIVE BARGAINING UNIT COVERING FISCAL YEARS 2021-2022 THROUGH 2023-2024; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Florida State Lodge Fraternal Order of Police, Inc. (the “FOP”) represents a collective bargaining unit (“CBU”) consisting of the City of Miami Springs’ (the “City”) sworn Police Lieutenants; and

**WHEREAS**, the current collective bargaining agreement between the City and the FOP covers fiscal years 2021-2022 through 2023-2024; and

**WHEREAS**, Article 32 of the 2021-2024 agreement included a requirement to negotiate the cap rate for pension plan member contributions for fiscal year 2023-2024 at the request of either party; and

**WHEREAS**, the FOP recently requested to reopen negotiations on the pension cap for fiscal year 2023-2024; and

**WHEREAS**, the City and the FOP subsequently negotiated an amendment to the agreement that caps the member contribution rate at 9.9% for fiscal year 2023-2024, which is attached hereto as Exhibit “A” (the “Amendment”); and

**WHEREAS**, the CBU waived bargaining for the Amendment; and

**WHEREAS**, the City’s administration has recommended that the City Council approve the Amendment and authorize the City Manager to execute same; and

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

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

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

**Section 2. Approval.** That the Amendment to the 2021-2024 Collective Bargaining Agreement between the City of Miami Springs and the Florida State Lodge Fraternal Order of Police, Inc., attached hereto as Exhibit “A”, is approved.

**Section 3. Authorization.** That the City Council authorizes the City Manager to execute the Amendment.

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

PASSED AND ADOPTED this 13<sup>th</sup> day of November, 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

## **ARTICLE 32. RETIREMENT PLAN**

\* \* \*

3. The parties agree that all Chapter 185 excess premium tax revenues shall be used to offset member contributions during fiscal years 2021-22 and 2022-23 and 2023-24. Member contributions are capped at 9.5% of covered pay for fiscal years 2021-22 and 2022-23 and capped at 9.9% for fiscal year 2023-24. It is specifically agreed and understood that the provisions of this Section 4 shall terminate September 30, ~~2023~~ 2024 and, therefore, effective October 1, ~~2023~~ 2024, member contributions shall be determined in accordance with the cost sharing provisions in section 35-55(c) of the Plan. ~~However, the parties agree to reopen negotiations beginning at any time after January 1, 2023, as to this Article 32 section 3 only within 30 days of a written request by either party.~~

# Bryant Miller Olive

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October 23, 2023

**VIA EMAIL: [s.kelly@floridafop.com](mailto:s.kelly@floridafop.com)**

Mr. Sean Kelly  
Fraternal Order of Police  
P.O. Box 291985  
Davie, Florida 33324

Dear Mr. Kelly:

As we discussed, please see attached a proposed amendment to Article 32, Section 3, of the collective bargaining agreement between the City of Miami Springs and the FOP Lieutenants Bargaining Unit. The change would cap the Lts' pension contribution at 9.9% through 9/30/24, with the cost-sharing provision going into effect on 10/1/24.

The City requests that the FOP waive bargaining over this change in terms of employment. If the FOP agrees, please have the appropriate official sign and date where indicated below and return a signed copy to Mr. Bill Collins at the City with a cc to Ms. Bravo and myself.

If you have any questions, please call Ms. Bravo or myself.

Sincerely,


**BRYANT MILLER OLIVE P.A.**



David C. Miller

Attachment

**By signing below, the Florida State Lodge, Fraternal Order of Police, waives bargaining over the change to terms and conditions of employment of the Police Lieutenant bargaining unit of the City of Miami Springs.**

By: Sean Kelly Labor Rep   
[Type or print name and title]

Date: 10/26/2023