



REVISED

CITY OF MIAMI SPRINGS, FLORIDA

Mayor Maria Puente Mitchell

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

**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, April 8, 2024 – 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:** Councilman Jorge Santin
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) Introduction by candidate for Miami-Dade County Sheriff, Joe Sanchez
 - B) Recognition of Roman's Pizza for 40 Years as Miami Springs restaurant
 - C) Yard of the Month Award for April 2024 – 1005 Ludlum Drive – Renee and Teresa Cheng
 - D) Presentation by Susan Trevarthen from Weiss Serota on the Live Local Act
 - E) Proclaiming April 26, 2024 as National Arbor Day; Encouraging all Citizens to celebrate Arbor Day and taking steps to protect our trees and woodlands
- 5. Open Forum:** Persons wishing to speak on items of general City business, may do so in person (*subject to capacity restrictions*) or virtually by following the instructions on pages 3-4. This portion of the meeting also includes any pre-screened video submittals. *The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.*
- 6. Approval of Council Minutes:**
 - A) March 25, 2024 – Regular Meeting

7. Reports from Boards & Commissions: None.

8. Public Hearings:

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, [Approving/Approving With Conditions/Denying] An Application By Guillermo Porras For Property Located At 341 De Leon Drive, Miami Springs, Florida, For A Variance To Provide An 18 Foot-5 Inch Rear Yard Setback Where Section 150-142(F) Of The Miami Springs Code Requires A Minimum Of 25 Feet; Providing Findings; Providing For Conditions; And Providing For An Effective Date

9. Consent Agenda:

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A First Amendment To The Municipal Transit Services Agreement With Limousines Of South Florida, Inc. D/B/A LSF Shuttle; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A First Amendment To The Professional Services Agreement With Ceres Environmental Services, Inc.; Providing For Authorization; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting A State Appropriations Grant In The Amount Of \$500,000; Approving A Grant Agreement With The Florida Department Of Environmental Protection (FDEP) For Water Quality Improvements Relating To The C-6 Miami Canal East Drive And Oakwood Drive Drainage Improvements Project; Providing For Authorization; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Easement And Hold Harmless Agreement With 1800 Oakwood, LLC; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date

10. Old Business: None.

11. New Business:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Establishing An Auditor Selection Committee To Assist In The Procurement Of A Certified Public Accounting Firm Pursuant To Section 218.391, Florida Statutes; Appointing Committee Members; And Providing For An Effective Date

12. Other Business:

A) Request by Vice Mayor Fajet and Councilman Santin to provide direction to City Planner regarding employer provided accommodations as a conditional use in the Gateway District

B) Request by Staff to discuss Phase I of the parking initiative

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, April 8, 2024 at 7:00 p.m. at
City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(Physical Meeting Location)**

The meeting agenda is available online at: <https://www.miamisprings-fl.gov/meetings>

Elected officials and City staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch or call in to the meeting by following these instructions:

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The City highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.

WATCH AND/OR PARTICIPATE IN THE MEETING

- **ZOOM:** Meeting ID 863-9512-4146
- **YouTube:** <https://www.youtube.com/channel/UC2at9KNnqUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

CALL IN TO THE PUBLIC MEETING

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

*(Alternatively, you may also dial the phone numbers below to join the meeting:
1 (646) 558 8656, 1 (301) 715 8592, 1 (312) 626 6799, 1 (669) 900 9128, 1 (253) 215 8782,
1 (346) 248 7799) then input the Meeting ID: 863-9512-4146, followed by #.*

There is no participant ID. Press # again.

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

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

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

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

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

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

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

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

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

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

PUBLIC RECORDS

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

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

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

AMERICANS WITH DISABILITIES ACT

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

LOBBYING ACTIVITIES

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

Have questions or need additional information?

Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, March 25, 2024 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 (left the physical meeting at 8:45pm and joined via Zoom)

Councilman Walter Fajet, Ph.D.

Councilman Victor Vazquez. Ph.D.

Vice Mayor Jacky Bravo

Councilman Jorge Santin

City Manager JC Jimenez

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez

City Attorney Haydee Sera

City Attorney Roger Pou (via Zoom)

Chief of Police Jimmy Deal

2. **Invocation:** Offered by Councilman Walter Fajet
Pledge of Allegiance: The audience led in the pledge.

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

4. **Awards & Presentations:**

A) Promotion Ceremony by Chief Jimmy Deal – Police Sgt. Matthew Castillo to Police Lieutenant

Chief Deal took a moment to share some background information on Sgt Castillo; he proceeded to swear-in Sgt. Nickerson as Lieutenant. Lt. Castillo thanked the Chief and Administration, his family and friends for the support and looks forward to continuing to serve the community.

B) Announcing City Hall Lobby Artist of the Month for March 2024 – Shannen Jaser, Public Information Officer, International Women’s Day Art at City Hall Project

Ms. Shannen Jaser was not able to attend the meeting; City Manager JC Jimenez read a statement prepared by Ms. Jaser thanking the City for the opportunity to recognize the women that work for Miami Springs.

5. **Open Forum: The following members of the public addressed the City Council: Steven Owens, 525 Cardinal Street; Michael Gavila; Enrique Aguerreveras, 240 Lenape Drive; Ehren Palacios; Alex Guillamont, 1095 Raven Avenue; Ken Amendola, 454 Hunting Lodge Drive; Estefania Quinones, 999 Ibis Avenue; Tom Webb, 961 Ibis Avenue; Carlos Gueits, 636 Eldorn Drive.**

6. **Approval of Council Minutes:**

- A) February 28, 2024 - Workshop
- B) March 11, 2024 – Regular Meeting

Councilman Vazquez moved to approve the minutes of February 28, 2024 Workshop and March 11, 2024 Regular Meeting. 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.

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

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

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

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Ratifying The Issuance Of A Work Order To Bermello, Ajamil & Partners, Inc. For Preconstruction Design, Bidding Assistance, And Project Management Services For The Hook Square Pump House Replacement Project In The Amount Of \$200,000; Authorizing The Issuance Of A Change Order To The Work Order With The Consultant For FPL Utility Coordination, Design, Project Management, And Construction Management Services Relating To The Project In An Amount Not To Exceed \$13,000; And Providing For An Effective Date

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

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Toro Golf Course Maintenance Equipment And Irrigation Parts From Tesco South Incorporated D/B/A Hector Turf In An Amount Not To Exceed \$5,000 For Fiscal Year 2023-24; Providing For Authorization; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Medium Grade Topdressing Sand For The Miami Springs Golf & Country Club From Florida Superior Sand, Inc. In An Amount Not To Exceed \$5,000 For Fiscal Year 2023-24 Utilizing The Terms And Conditions Of Miami-

Dade County Rtq-01039 Pursuant To Section 31-11(E)(5) Of The City Code; 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:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Deviceful Sports Solutions LLC D/B/A Valiente Tennis Academy For Professional Tennis Management And Operation Services For The Miami Springs Tennis Center Pursuant To Request For Proposals No. 01-23/24; Providing For Authorization; And Providing For An Effective Date

City Attorney Haydee Sera read the item by title.

Mayor Mitchell requested that this item be heard at a future Council meeting in order to hear from the top three submitters to the RFP. The City Council gave consensus to direct staff to notify the submitters on presentation guidelines in order to have presentations.

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Second Amendment To The City Of Miami Springs Country Club Food And Beverage Concessionaire Agreement With HRS MGMT Group, LLC; Providing For Authorization; And Providing For An Effective Date

City Attorney Haydee Sera read the item by title. Yannick Kamanche was available to answer the Council's questions.

Councilman Fajet moved to approve the second amendment to the agreement with the revision to extend the agreement for five one-year extensions with prior Council approval for each yearly extension. Councilman Vazquez seconded the motion, which carried 4-1 on roll call vote. The vote was as follows: Councilman Santin, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes; Vice Mayor Bravo voting No.

12. Other Business: None at this time.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera addressed the concerns for Factory Town noise

disturbances. She stated that she has been in contact with the legal counsel for Factory Town in order to determine what has changed since the last concern two years ago. The City Attorney advised the City Council that a letter has been sent to Factory Town in order to abate the nuisance, it is a precursor to litigation, and is a requirement. She stated at this point, tonight she would need authorization to pursue litigation and file suit if needed.

Vice Mayor Bravo moved to approve the request by the City Attorney to file suit if needed if there is no resolution to the noise disturbance from Factory Town. 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) City Manager

City Manager JC Jimenez thanked the City Council for attending the ribbon cutting at the new pickleball courts at the Tennis Center today. He stated the Golf Course is officially open, and stated that he will schedule a ribbon cutting for that shortly and will coordinate with the City Clerk to make that happen. Assistant City Manager Tammy Romero provided dates of upcoming City events.

C) City Council

Vice Mayor Bravo had no report at this time.

Councilman Santin thanked the Vice Mayor for her endeavors on the items that she is passionate about and concerned with. He then wished everyone a Happy Easter.

Councilman Fajet thanked the Vice Mayor for bringing forward valid concerns and scrutiny on items ultimately allowing the City Council to make better decisions. He wished everyone a Happy Easter as well.

Councilman Vazquez stated that he appreciates the Vice Mayor's due diligence on matters that are important to the Council and the community. He wished everyone a Happy Easter.

Mayor Mitchell stated that she is looking forward to the Tennis presentations and that she recognizes how extremely important committee recommendations. She encourages the City Council to follow the process and listen to the community as well to hear what they are voting on. The Mayor expressed the importance of making difficult decisions and ultimately voting on what is best for the community. She then closed with wishing everyone a Happy Easter.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 9:33 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 8th day of April, 2024.*

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

201 Westward Drive Miami Springs, FL 33166
Phone: (305) 805-5034 Fax: (305) 805-5036 Website: www.miamisprings-fl.gov

CITY OF MIAMI SPRINGS PLANNING DEPARTMENT

STAFF REPORT

TO Board of Adjustment / City Council

FROM Silvia Vargas, FAICP, Principal Planner
Calvin, Giordano & Associates, Inc.
Planning Consultant

CC: Antonio Augello, CGA Planner

DATE OF HEARING(S) April 8th, 2024

SUBJECT Variance Application for Rear Yard Setback

Case Number(s)	01-V-24
Applicant(s)	Guillermo Porras ("Applicant")
Address	341 De Leon Drive ("Property")
Folio Number(s)	05-3119-013-1990
Zoning	R-1B Single Family Residential
Lot Size	10,650 sq. ft.

Property

The Property consists of a lot approximately 10,650 square feet, with a 75-foot frontage and 142 feet of length containing a 1,289-square-foot single-family house, most of it built in 1944 (1364 sq. ft. original, 260 sq. ft. added in 1961 (See Attachment 1 – Property Appraiser Record). The lot fronts De Leon Drive to the west and backs onto a service alley to the east. To the north and south, the lot borders similarly sized lots with single-family houses. According to the survey provided as part of the application package, there are four mature live oaks and one mango tree. Three of the oaks are in the front yard, facing De Leon Dr, while the remaining oak and the mango tree are located in the southern portion of the rear yard. Additionally, the survey and aerial photo shows an oblong swimming pool and surrounding concrete deck sited approximately in the center/southeastern portion of the rear yard, oriented along an east-west axis. The Applicant added these amenities to the property in 2022 (Permits #21-1180 and 22-0366, respectively). (See Attachment 2 – Survey.)



Aerial view from north



Aerial view from east



Aerial view from south



Aerial view from west

Source: Miami Dade County Property Appraiser

Note: Boundaries shown are approximate and do not reflect surveyed property lines.



Request

The applicant is seeking approval for a dimensional variance to provide an 18-foot 5-inch rear yard setback where Sec. 150-142(F) of the City’s Zoning Code requires a minimum rear setback requirement of 25 feet to facilitate the construction of an approximately 1,134 square-foot addition (approximately 20 feet x 56 feet, according to the sketch submitted – See Attachment 3) to the existing single-family home on the northeast portion of the property. The request originates on the necessity to accommodate the changing needs of an expanding family and the desire to maintain the tree-covered character of the lot and the neighborhood.

Analysis

The property is zoned R-1B Single Family Residential. In this zoning district, the minimum required lot size and lot frontage are 7,500 square feet and 75 feet, respectively. The lot complies with these requirements, given a land area of 10,650 square feet and frontage of 75 feet. The existing development meets the applicable setback requirements, is well below the maximum lot coverage (15% versus 40% allowed) and provides more than the minimum landscaped pervious area required for the zoning district (40% versus 30% required). The swimming pool meets the maximum rear yard coverage requirement (as defined currently), although approximately 35% of the rear yard is impervious, between the swimming pool, terrace/pool deck and concrete pads.

If the rear setback variance is granted, the Applicant’s proposal will be able to comply with the minimum side setback and will meet the lot coverage (as defined currently in Sec. 150-002 of the Miami Springs Code) and minimum pervious area requirement.

Relevant Zoning Standard	Required	Existing (approx.)	Proposed (approx.)
Lot Coverage (Max)	40%	15%	26%
Rear Yard Coverage (Max)	15%	8%	0%*
Landscaped Pervious Area (Min)	30%	40%	35%
Side Setback (Min)	10% of avg. lot width or min 5 ft	5.85 ft	5.85 ft
Rear Setback (Min)	25 ft	74.4 ft	18.4 ft

*Due to reconfiguration of the setback

Variance Criteria

The City Code provides for property owners’ ability to request a variance from certain types of dimensional requirements when practical difficulties may create unnecessary hardships in the process of implementing the strict letter of Chapter 150 of the Code.



Pursuant to Section 150-111, the following criteria shall be considered in the evaluation of a variance request. In its determination of what shall constitute such hardship, the Board shall not be bound by financial considerations affecting the applicant.

Criterion No. 1. The granting of the variance will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provision of the chapter will result in unnecessary hardship, and the spirit of the chapter shall be observed, and substantial justice done.

Applicant Justification: The requested variance is not contrary to the public interest. The condition created by the granting of the variance is not inconsistent or incompatible with development in the surrounding neighborhood. The addition facilitated by the variance would allow the family to stay in their current home while accommodating their changing needs, rather than having to move to a new, larger home, and would permit the expansion of the home without the need to remove or risk, through relocation, the health and integrity of the mature (80-year old) live oak and mango tree that exist in the opposite side of the rear yard.

Staff Analysis: Staff agrees that the variance is not contrary to the public interest, and that a distance 7 feet less from the rear property line than the minimum requirement will not be excessively conspicuous. An 18-foot setback provides adequate separation from the rear property line, relative to nearby homes that have accessory structures such as sheds and cabanas placed within 5 feet of the rear property line (as allowed by the City Code). Staff also acknowledges that the existing house is smaller (2 bedroom/1 bathroom according to the Property Appraiser's records) than other homes in the vicinity (ranging from 3 bedroom/1 or 2 bathrooms to 6 bedrooms/4 bathrooms).

However, there are no fundamental special conditions or characteristics of the subject lot that would deprive the applicant of the reasonable use of the land if the variance were not granted. The property is of a regular shape, is of comparable depth, frontage, and land area to most properties in the adjacent area. All the properties within this zoning district are required to meet the same setbacks.

The presence of the referenced mature trees is not a special circumstance or condition peculiar to the land, structure or building involved. Keeping these trees is a very desirable goal. However, the Applicant has other alternatives for accomplishing the goal of expanding the home (for example, adding a second story or expanding on a portion of what is now part of the pool deck and reconfiguring the deck). Further, the configuration and placement of the swimming pool, of recent completion, was a design choice, and therefore the current constraint on the Applicant is a self-created condition.

Staff Determination: Criterion not met.

Criterion No. 2. The variance shall not constitute any change in the districts shown on the zoning map.

Applicant Justification: Not provided.

Staff Analysis: The request does not involve a change that would constitute or require a change in the zoning of the property or a change to the zoning map. The single-family residential use would be maintained if the variance is granted.

Staff Determination: Criterion met.

Criterion No. 3. The variance shall not impair an adequate supply of light and air to adjacent property, or materially increase the danger of fire.

Applicant Justification: The granting of the variance would have no effect on adjoining properties.

Staff Analysis: The proposed addition to the existing single-family house must comply with all relevant standards and requirements of the City Code and the Florida Building Code to diminish the risks associated with fires. While the request would decrease the minimum distance of the principal structure (upon expansion) to the rear property line, the resulting distance of 18 feet, combined with the corresponding setback on the adjoining property, would still provide adequate separation between the two structures. Given the orientation (east/west axis), configuration, placement, and design of the proposed addition (as shown on the sketches submitted), the granting of the variance would not impair an adequate supply of light and air to the adjacent single-family dwellings to the north and south. The lots in this area are copiously canopied with mature trees that provide pleasant shade, lower ambient temperatures, and help improve air circulation.

Staff Determination: Criterion met.

Criterion No. 4. The variance shall not materially diminish or impair established property values within the surrounding area.

Applicant Justification: The variance would maintain the aesthetic standard of the neighborhood and align with existing structures.

Staff Analysis: The granting of the variance will not diminish or impair the property values within the surrounding area. In fact, the addition will likely help improve property values in the surrounding area by raising the value of the Applicant's property. However, while the ability to request a variance is open to all, the granting of the variance without a justification of unique conditions or circumstances, and without demonstration of undue hardship, may be seen as conferring a special privilege on the Applicant, since the subject property is not uniquely impacted by the setback requirements. The same requirement applies to every property of the same dimensions and lot area located within the same zoning district.



Staff Determination: Criterion met.

Criterion No. 5. The variance shall not in any other respect impair the public health, safety, morals, and general welfare of the City.

Applicant Justification: The granting of the variance will not cause any detriment to the common good.

Staff Analysis: The granting of the variance would not impair the public health, safety, morals, and general welfare of the City and its residents.

Staff Determination: Criterion met.

Recommendation

The variance request, as presented, does not comply with all the criteria of Section 150-111, but fully meets four of the five criteria. In addition, the granting of the variance would allow the Applicant to preserve the mature trees located in their rear yard, while accomplishing the goal of allowing an expansion of the home to accommodate the evolving needs of their family. Other than the rear setback minimum, the proposed development would, as presented, meet applicable dimensional and other zoning standards if the variance is granted.

If the Board of Adjustment finds in favor of recommending approval of the request to the City Council, Staff proposes incorporating the following conditions into the draft Resolution:

1. The approval shall be limited to reducing the rear setback as presented in Exhibit “[insert exhibit number]” All other applicable setbacks shall be provided in compliance with Section 150-042.
2. The Property to which the variance applies shall be in substantial conformance with all conditions and the survey and plans found attached to the staff report accompanying this resolution.
3. No new development application, and no building permit or certificate of occupancy shall be issued for the Property until all fees, dues, and cost recovery charges, including notice publication and mailings related to the Property have been paid in full.
4. After the City Council has granted a variance, the variance so approved shall expire after one (1) year, measured from the date of final Council action if the Applicant does not obtain a building permit and commence construction in accordance with the plans for which the variance was granted. If unusual circumstances exist, the variance may be extended by the City Council for an additional six-month period. No extensions beyond the time periods specified above are authorized.

Noncompliance with the terms and conditions of this approval will be considered a violation, and penalties may include but are not limited to revocation of the approval granted by resolution.



Attachments

1. Property Appraiser Record for Subject Property
2. Boundary Survey
3. Sketch of Proposed Addition
4. Complete Application Package



RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] AN APPLICATION BY GUILLERMO PORRAS FOR PROPERTY LOCATED AT 341 DE LEON DRIVE, MIAMI SPRINGS, FLORIDA, FOR A VARIANCE TO PROVIDE AN 18 FOOT-5 INCH REAR YARD SETBACK WHERE SECTION 150-142(F) OF THE MIAMI SPRINGS CODE REQUIRES A MINIMUM OF 25 FEET; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, consistent with the requirements set forth in Section 150-111 of the City of Miami Springs' (the "City") Code of Ordinances (the "Code"), Guillermo Porras (the "Applicant") has submitted a variance application (the "Application") to provide a rear yard setback of 18 feet, 5 inches, where Section 150-042 of the Code requires a minimum rear yard of 25 feet, for the purpose of facilitating an addition to an existing single family structure; and

WHEREAS, the Applicant's property is identified by Folio No. 05-3119-013-1990 and located at 341 De Leon with a legal description as shown on Exhibit "A" (the "Property"); and

WHEREAS, City staff has reviewed the Application and recommends approval; and

WHEREAS, after a duly noticed public hearing held on _____, 2024 the Board of Adjustment voted to recommend [approval/approval with conditions/denial] of the variance to reduce the minimum rear yard setback requirement [subject to the conditions set forth and included below in Section 3]; and

WHEREAS, the City Council conducted a duly noticed public hearing on _____, 2024 in accordance with the law to hear the application and [approved/approved with conditions/denied] the Variance; and

WHEREAS, the Mayor and City Council find the proposed Variance [is/is not] consistent with the City's Comprehensive Plan and Zoning Code; furthers the purpose, goals, objectives, and policies of same; and is in the best interest 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 foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Findings. The City Council, after review of competent substantial evidence in the record and a duly noticed public hearing, hereby finds that the Application **[does/does not]** meet the approval criteria set forth in Section 150-111 of the City Code and hereby **[approves/approves with condition/denies]** the Application to allow an 18 foot-5 inch rear yard setback where Section 150-142(f) of the Miami Springs Code requires a minimum of 25 feet.

Section 3. Decision; Conditions. That the approval granted by this Resolution is subject to compliance with the following conditions, to which the Applicant stipulated and agreed to at the public hearing:

1. The approval shall be limited to reducing the rear setback as presented in Exhibit "B." All other applicable setbacks shall be provided in compliance with Section 150-042.
2. The Property to which the variance applies shall be in substantial conformance with all conditions and the survey and plans found attached to the staff report accompanying this resolution.
3. No new development application, and no building permit or certificate of occupancy shall be issued for the Property until all fees, dues, and cost recovery charges, including notice publication and mailings related to the Property have been paid in full.
4. After the City Council has granted a variance, the variance so approved shall expire after one (1) year, measured from the date of final Council action, if the Applicant does not obtain a building permit and commence construction in accordance with the plans for which the variance was granted. If unusual circumstances exist, the variance may be extended by the City Council for an additional six-month period. No extensions beyond the time periods specified above are authorized.

Section 4. Violation of Conditions, Limitations of Approval. Noncompliance with the terms and conditions of this approval will be considered a violation, and penalties may include but are not limited to revocation of the approval granted by this resolution. The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state, or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

Section 5. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and 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:

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

PASSED AND ADOPTED this _____ day of _____, 2024.

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

Legal Description

THE SOUTH 75 FEET OF THE NORTH 150 FEET OF TRACT D, BLOCK 0, BLOCK 109, REVISED PLAT 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

EXHIBIT B

Proposed Addition Plan



City of Miami Springs

201 Westward Drive Miami Springs, FL 33166

Phone: (305) 805-5034 Fax: (305) 805-5036 Website: www.miamisprings-fl.gov

BASIC SUBMITTAL APPLICATION CHECKLIST

Mandatory Submittals – For all applications

- Complete Application Form, including all required forms and affidavits, signed by property owner or owner's representative. Forms may be downloaded from the City website or requested by emailing planning@miamisprings-fl.gov.
- Letter of Authorization from property owner, if different from Applicant. *N/A*
- Letter of Intent signed by owner or owner's representative, which may include a narrative describing the project(s), whether the impact of the proposed development is favorable, adverse, or neutral on the economy, public services, environment, and housing supply of the City, and the relationship of the proposed project to surrounding, existing, and proposed Future Land Uses, and to existing zoning, and the City's Comprehensive Plan. This narrative may be provided as a document separate from the letter.
If variances, special exceptions, appeals, and/or conditional uses are being requested, the extent of these from the requirements shall be noted in the narrative.
If site plans are being requested, please refer to Site Plan Application Guidelines Form.
- Recent Property Survey prepared by a registered land surveyor that is less than one (1) year old accompanied by a written statement from the property owner that the survey accurately depicts the structures, landscaping, incidental furnishings or equipment and topographical features currently on the subject property according to Sec. 150-027.
- Engineering, Infrastructure, and Public Works requirements, if applicable.
- Two (2) full-size sets of paper plan showing the proposed development as described in the Letter of Intent.
- Digital copies of all required documents must be submitted via email or share-file service to planning@miamisprings-fl.gov.
- Application Fee and cost recovery deposit as shown in the Official Fee Schedule on the City's website.



Additional Submittals – Per Zoning Code or as determined by the Office of the City Planner or City Manager.

- Traffic Impact Statement (methodology/analysis), if applicable.
- For Temporary Plat applications. If the property owner is not an individual (e.g., LLC), an Opinion of Title must be submitted with the application.
- For Final Plat applications. Permanent Reference Markers (PRMs) shall be installed prior to the City Surveyor's final inspection.

Street/Alley Vacation requests associated with Plats or Site Plan approval requests may be submitted concurrently with those Plat or Site Plan approval applications. Variances associated with Site Plan approvals may be submitted together with the Site Plan application.

Applications shall be deemed incomplete until all mandatory and necessary additional submittals have been received by the City of Miami Springs Planning and Zoning Department and all fees due have been paid to the City



DEVELOPMENT APPLICATION

Instructions

Please print or type all the fields, except those for "Office Use Only." This application must be filled out accurately and completely; if an item is not applicable to your development, simply write "N/A".

Office Use Only	
Application No.	Date
Escrow No.	

Property Owner – acknowledgement and contact information

Under penalties of perjury, I declare that I have read the foregoing application and all attachments to the application and that the facts stated in it are true to the best of my knowledge and belief.

Name Guillermo Porras	Signature
Email guillermo.porras@yahoo.com	Telephone No. (786) 402- 6639
Address 341 De Leon Drive, Miami Springs, FL 33166	

Application Type – Check the box, or circle, all options that apply

Requested Process(es)			
	Meeting <input type="radio"/> Pre-application <input type="radio"/> Development review		Amendment(s) <input type="radio"/> Comprehensive Plan <input type="radio"/> Code <input type="radio"/> FLU Map <input type="radio"/> Zoning Map
	Site Plan review / Large-Scale Development <input type="radio"/> Project type <input type="radio"/> _____		Street of Alley Vacation or Abandonment
<input checked="" type="checkbox"/>	Variance / Special Exception Appeal / Conditional Use <input type="radio"/> <u>Rear Yard Setback Variance</u> <input type="radio"/> _____		Platting / Subdivision <input type="radio"/> Tentative Plat <input type="radio"/> Final Plat <input type="radio"/> Waiver of Plat

Project Description

Name	Property Expansion			
Address	341 De Leon Drive			
Description	addition to dwelling to the property <i>variance to permit</i>			
Folio Number(s)	05-3119-013-1990			
Site Area	Sq. Ft.	10,650 Sq.Ft	Acres	< .25
Existing Use	Existing	1,289 Sq.Ft	Proposed	2,423 Sq.Ft
Residential Use	Sq. Ft.	2,423 Sq.Ft	# units	
Nonresidential Use (Sq. Ft.)	Office		Retail	
	Restaurant		Other	

Team Members, if applicable – contact information

Agent / Planner / Architect / Landscape Architect / Engineer / Land Use Attorney / Surveyor	
Name	Company
Telephone No.	Email
Agent / Planner / Architect / Landscape Architect / Engineer / Land Use Attorney / Surveyor	
Name	Company
Telephone No.	Email
Agent / Planner / Architect / Landscape Architect / Engineer / Land Use Attorney / Surveyor	
Name	Company
Telephone No.	Email

Check here if additional team members are involved. Please attach contact information for the remaining team members as a separate sheet.



AGENT AUTHORIZATION FORM

Development Address	
Folio Number(s)	
Property Owner	

The undersigned, registered property owner(s) of the subject site, do hereby authorize

_____, of _____

Agent _____ Name of Company / Firm

to act on my behalf and take all actions necessary for the processing, issuance, and acceptance of this application and all standard and special conditions associated.

Agent Address	
Telephone No.	
Mobile	
Email	

We hereby certify the above information submitted in this application is true and accurate to the best of our knowledge.


Owner signature

Agent signature

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me, by means of physical presence or online notarization, this 29TH day of JANUARY, 2024, by GUILLERMO FORRAS, the owner, who is personally known or produced the following identification _____ and by _____, if multiple, who is personally known or has produced the following identification _____.


Notary Public - Signature

LUIS NUÑEZ
Notary Public - Printed Name



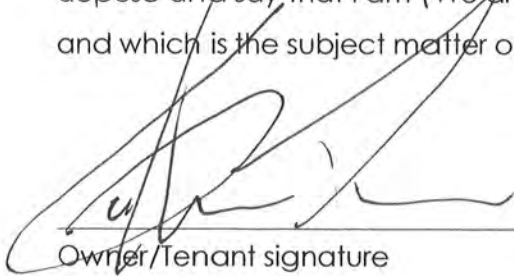


APPLICANT'S AFFIDAVIT FORM

The Undersigned, first being duly sworn depose that all answers to the questions in this application, and all supplementary documents made a part of the application are honest and true to the best of my(our) knowledge and belief. I(We) understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

OWNER OR TENANT AFFIDAVIT

I(We), Guillermo Porras, being first duly sworn, depose and say that I am (We are) the Owner Tenant of the property described, and which is the subject matter of the proposed project and any related public hearing.



Owner/Tenant signature

Owner/Tenant signature

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me, by means of physical presence or online notarization, this 29th day of JANUARY, 2024, by GUILLERMO PORRAS, the owner, who is personally known or produced the following identification _____ and by _____, if multiple, who is personally known or has produced the following identification _____.



Notary Public - Signature

LUIS NUNEZ

Notary Public - Printed Name



LUIS NUNEZ
Commission # HH 064155
Expires November 16, 2024
Bonded Thru Budget Notary Services



CORPORATION, TRUSTEE, PARTNERSHIP, LIMITED PARTNERSHIP AFFIDAVIT

I(We), _____, being first duly sworn, depose and say that I am (We are) the President Vice-President Secretary Asst. Secretary of the aforesaid Corporation Trustee Partnership Limited Partnership, and as such, have been authorized by the corporation to file this application for public hearing; and that said corporation is the Owner Tenant of the property described herein and which is the subject matter of the proposed hearing.

NOTE: where the principal officers or stockholders consists of another Corporation(s), Trustee(s), Partnership(s), or similar entities, further disclosure shall be required to identify of the natural person(s) having the ultimate ownership interest in said entity.

Name of Entity

By _____	_____ %
By _____	_____ %
By _____	_____ %
By _____	_____ %

Signature



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me, by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, the owner, who is personally known or produced the following identification _____ and by _____, if multiple, who is personally known or has produced the following identification _____.

Notary Public - Signature

Notary Public - Printed Name

Stamp



ATTORNEY AFFIDAVIT

I, _____, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner Tenant of the property described, and which is the subject matter of the proposed hearing.

Signature

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me, by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, the owner, who is personally known or produced the following identification _____.

Notary Public - Signature

Notary Public - Printed Name

Stamp



COST RECOVERY AFFIDAVIT

I hereby acknowledge and consent to the payment of all applicable fees involved as part of this application process. These fees include but are not limited to application fees, postage, advertising. Attorney fees and any outside contractors, agents, or consultant regardless of the outcome of the public hearing.

Date 01/15/2024


Full name Guillermo Porras

Street address 341 De Leon Drive City Miami Springs

State FL Zip 33166

Telephone 786 402 6639

Email Guillermo.Porras@yahoo.com


Signature

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me, by means of physical presence or online notarization, this 29th day of January, 20 24, by Guillermo Porras, the owner, who is personally known or produced the following identification _____.


Notary Public - Signature

LUIS NUNEZ
Notary Public - Printed Name



LUIS NUNEZ
Commission # HH 064155
Expires November 16, 2024
Bonded Thru Budget Notary Services

Guillermo Porras

341 Deleon Drive, Miami Springs, FL
Phone: 786 402 6639

▶ **City's Board of Adjustments**

201 Westward Drive Miami Springs, FL 33166
Phone: (305) 805-5034

To the Chair of the Board of Adjustments

We are writing this letter to request a variance to our property located on the above address to seek relief of the required rear yard setback, for the reasons described below. After careful consideration and consultations with professionals, I believe granting this variance is crucial due to the unique circumstances associated with the property. The purpose of this request excludes irregular lot shape and topography challenges, but warrant flexibility in the setback requirements while considering historical significances and environmental factors.

The existing setback regulations pose challenges that extent the standard considerations. These factors create a unique situation where adhering strictly to setback regulations with limit the property potential and compromise its overall contribution to the community. We are requesting a reduction in the required rear yard setback of 25ft from the property line to 18 ½ ft. (less than 25% of the requirement), based on:

- i. The Property boasts five mature oak trees, a protected and preserved species, within the property lines. The amount of oak trees on the property well exceeds the average in other properties in comparison within section R- 1B in Miami Springs. Moreover, one of the most mature trees is over 80 years old, as per a Certified Arborist, and occupies a large portion of the backyard restricting potential expansion of the property in the area where the tree is located. Furthermore, removal of the tree would negative impact Miami Springs designations as "Tree City USA" and "Preserve America" city and violate the city's Tree Protection Program.
- ii. The granting of the variance would have no effect on any adjoining properties. This Zoning relief requested will not cause any detriment to the common good. Additionally, the variance would maintain the aesthetic standard of the neighborhood while allowing for a more thoughtful and responsible development of the property. The adjustment aligns with existing structures in neighboring properties and such privilege is enjoyed by other property owners in the same municipality.
- iii. The proposed reduction of the rear yard setback would allow us, the currently property owners, to provide a more suitable home for our family. As the children have grown, so have our need for a space where we can all share time together.
- iv. The cost of construction materials and labor have considerably increased during the past few years, posing significant considerations in such large financial investment. Therefore, the proposed project would be illogical and intangible if the variance is not granted.

In support of this request, I have attached aerial pictures of the neighborhood and studies of the benefits of large trees to the environment and the communities to provide a comprehensive understanding of the unique circumstances surrounding the property.

I am open to discussion and collaboration to address any concern that may arise during the review process.

Thank you for your time and consideration of this matter.

Sincerely,



Guillermo Porras

Current Property Owner

[Type the sender company name]



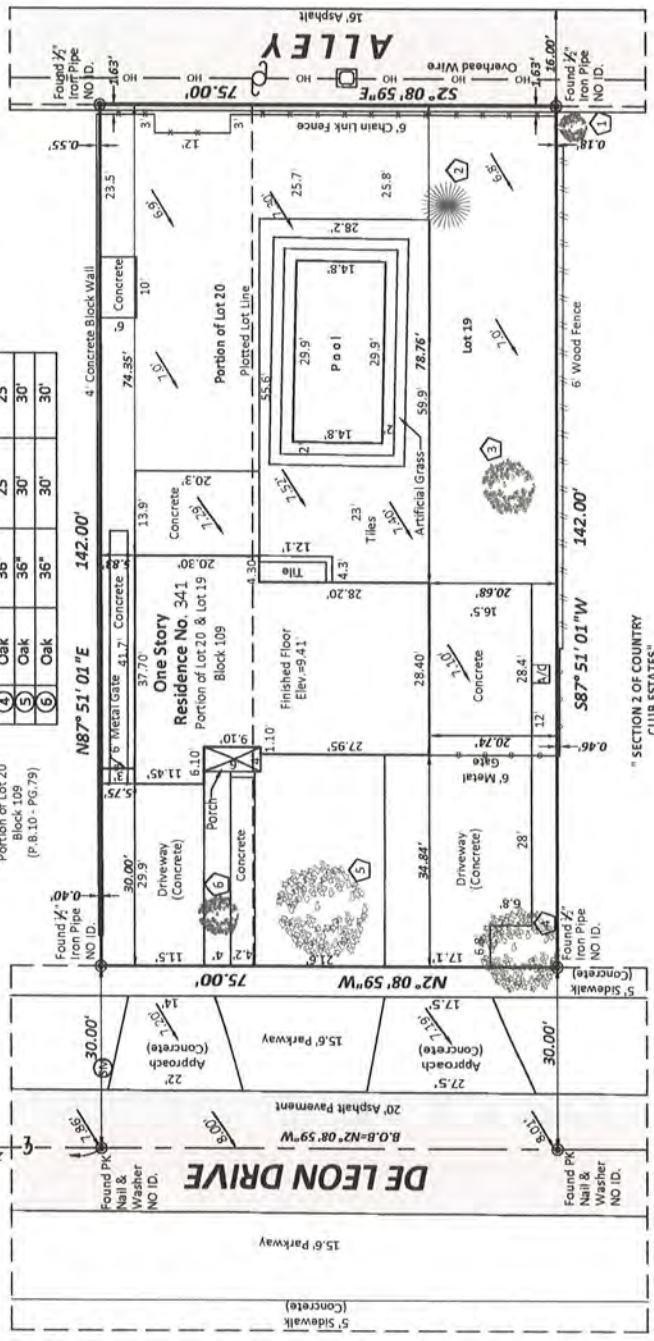
BOUNDARY SURVEY

Scale: 1"=20'

PINECREST DRIVE

TREE TABULATION				
No.	NAME	TRUNK (Diameter)	HEIGHT	CANOPY (Diameter)
1	Oak	36"	30'	20'
2	Mango	24"	30'	30'
3	Oak	48"	50'	25'
4	Oak	36"	25'	25'
5	Oak	36"	30'	30'
6	Oak	36"	30'	30'

SECTION 2 OF COUNTRY CLUB ESTATES
 Portion of Lot 20 Block 109 (P. 8.10 - PG. 79)



The above "BOUNDARY SURVEY", represent the herein described property and it was completed under my supervision and in accordance with the best of my knowledge and belief and it also meets the Minimum Technical Standard set forth by the Florida Board of Land Surveyors and Mappers, pursuant to Section 51-17.051, Florida Statutes and implementing Rules, Florida Board Administrative Code.

REVISIONS:		PROJECT NO.:	DATE:

BY: **Joseph C Chan**
 Professional Surveyor & Mapper
 Certificate No. 6821
 STATE OF FLORIDA



B, A, & K GROUP, INC.
 12000 SW 92 ST MIAMI FL 33186-2018
 T. 786.468.1000
 E: ENGINEERCONTRACTOR@GMAIL.COM
 C.A. #28913 LB #7887



PINECREST DRIVE

LEGAL DESCRIPTION:

THE SOUTH 75 FEET OF THE NORTH 150 FEET OF TRACT D, BLOCK D, BLOCK 109, REVISED PLAT 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.

CERTIFIED TO:

• GUILLERMO PORRAS

SURVEYOR'S NOTES:

- The above captioned property was surveyed and described based on the above legal description furnished by client.
- This certification is only for the lands as described, it is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances; ABSTRACT NOT REVIEWED.
- There may be additional restrictions not shown on this survey that may be found in the Public Records of this County. Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
- Ownership subject to OPINION OF TITLE.
- Type of Survey: BOUNDARY SURVEY.
- Location and identification of utilities on or adjacent to the property were not secured as such information was not requested.
- Unless otherwise noted, this Firm has not attempted to locate Footings and/or Foundations (underground).
- This BOUNDARY SURVEY, has been prepared for the exclusive use of the entities named herein. The Certificate does not extend to any unnamed party.
- Precision of Closure 1:7500 Suburban Class Survey.
- Bearings shown are assumed and are based on the Centerline of DE LEON DRIVE, Being N2° 8' 59" W.
- Record and Measurement calls are in substantial agreement, unless noted otherwise.

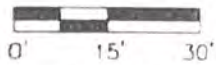
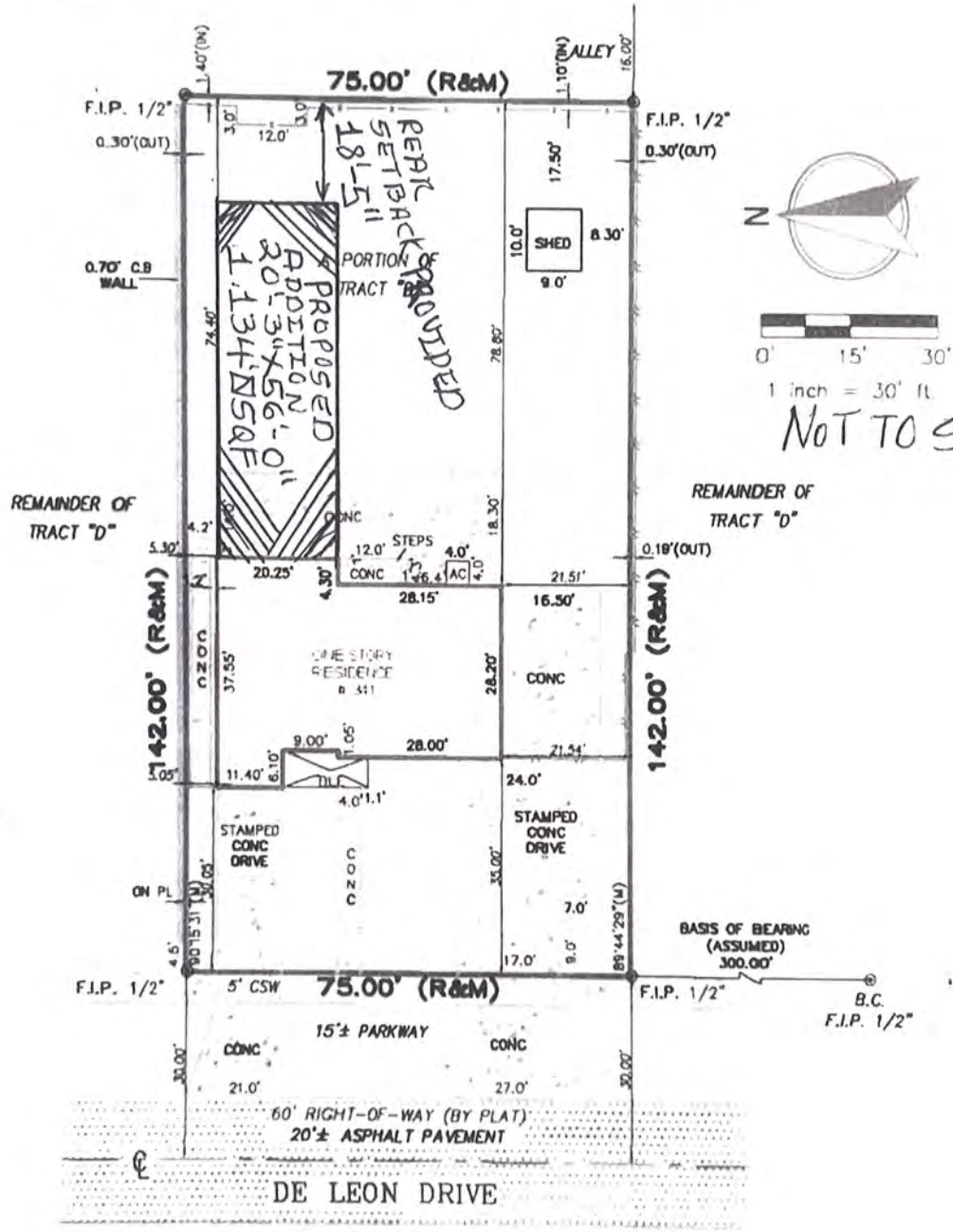
PROPERTY ADDRESS: 841 DE LEON DRIVE MIAMI SPRINGS, FL 33166		BENCHMARK INFORMATION	
BENCHMARK	N-3108	DESCRIPTION:	PK NAIL BRASS WASHER IN CONC SIDEWALK
ELEVATION:	8.71'	LOCATION:	NW 36 ST - 6' N OF N EDGE OF PAVEMENT & NW 52 AVE - 44' W OF C/L (PALMETTO DRIVE)
COMMUNITY MAP:	12086C	PANEL NUMBER:	0284
MAP REVISED:	09-11-2009	FLOOD ZONE:	X
SHEET:	1	DRAWN BY:	Y. Fernandez
OF 1 SHEET(S)	1	SCALE:	1" = 20'
		DATE:	02/06/2024

REAR SETBACK REQUIRED - 25'-0"
 REAR SETBACK PROVIDED - 18'-5"

LOT 4
 BLOCK 109

LOT 6
 BLOCK 109

LOT 7
 BLOCK 109



1 inch = 30' ft

NOT TO SCALE

REMAINDER OF TRACT "D"

BASIS OF BEARING (ASSUMED) 300.00'

B.C. F.I.P. 1/2"

Miami-Dade Property Appraiser

Property Address: No Address on File



01/07/2023

© All EagleView Technology Corporation

Date Printed: 02/03/2024



Aesthetic Standard of Neighborhood



AGENDA MEMORANDUM

Meeting Date: April 8th, 2024

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

Via: J.C. Jimenez, City Manager

From: Tammy Romero, Assistant City Manager

Subject: **Approval of LSF Amendment for continuing “Fix Route” shuttle services**

RECOMMENDATION: Recommendation by Staff that Council accept and authorize the City Manager to execute the attached Amendment with Limousines of South Florida, Inc. d/b/a LSF Shuttle for continuing our “Wave-n-Ride Fixed Route” municipal shuttle services with LSF on a month-to-month basis at an increased rate from \$54.00 to \$63.00 per hour (\$9.00/hour increase), until September 30, 2024.

DISCUSSION: On February 20th, 2018, the City entered into a five-year Municipal Transit Services Agreement with LSF, piggybacking off of the City of Aventura’s competitively bid contract # 14-09-15-2. LSF has been providing a “Wave-n-Ride Fixed Route” shuttle service to the City of Miami Springs and the Village of Virginia Gardens since November 2009 utilizing the People’s Transportation Plan (PTP) funded with the half-penny sales surtax. Our agreement with LSF expired in February 2023. As such, in order to continue utilizing PTP funds, we must have a valid agreement in place with LSF.

As staff continues to explore the idea of an “On Demand” service such as “Freebie” or the similar “Micro Transit On-Demand Pilot Program” offered by LSF, the City wishes to amend the February 2018 agreement on a month-to-month basis until September 30, 2024. This amended contract will increase the rate the City is currently paying from \$54.00 to \$63.00 per hour, which is a \$9.00 increase.

Although, LSF has offered to reduce our rate back to \$54.00 per hour, if we choose to implement their “Micro Transit On-Demand Pilot Program”, there is absolutely no obligation and any decisions the city makes will not have any impact on the amendment being presented today.

As such, staff is recommending that Council accept and authorize the City Manager to execute the attached Amendment with LSF until September 30, 2024.

RESOLUTION NO. 2024-____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A FIRST AMENDMENT TO THE MUNICIPAL TRANSIT SERVICES AGREEMENT WITH LIMOUSINES OF SOUTH FLORIDA, INC. D/B/A LSF SHUTTLE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 13, 2017, the City Council adopted Resolution No. 2017-3754, authorizing the City Manager to negotiate and enter into a Municipal Transit Services Agreement (the “Agreement”) with Limousines of South Florida, Inc. d/b/a LSF Shuttle (the “Contractor”) for wave-and-ride municipal shuttle services (the “Services”) based on the terms and conditions of City of Aventura Contract No. 14-09-15-2; and

WHEREAS, the term of the Agreement expired on February 20, 2024; and

WHEREAS, the City Council desires to approve a First Amendment to the Agreement (the “First Amendment”) in substantially the form attached hereto as Exhibit “A” to retroactively extend the term of the Agreement through April 30, 2024; provide for an option to renew the term of the Agreement on a month-to-month basis until September 30, 2024; adjust the hourly rate for the provision of the Services from \$54.00 to \$63.00 beginning April 1, 2024; and provide for the development of an optional Micro Transit On-Demand Pilot Program; 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. The City Council approves the First Amendment to the Agreement with the Contractor.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to negotiate and execute the First Amendment to the Agreement with the

Contractor in substantially the form attached hereto as Exhibit "A," subject to the final 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 Dr. Walter Fajet, Ph.D.	_____
Councilmember Jacky Bravo	_____
Councilmember Jorge Santin	_____
Councilmember Dr. Victor Vazquez, Ph.D.	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 8th day of April, 2024.

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
MUNICIPAL TRANSIT SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
LIMOUSINES OF SOUTH FLORIDA, LLC
D/B/A LSF SHUTTLE**

THIS FIRST AMENDMENT to the **MUNICIPAL TRANSIT SERVICES AGREEMENT** (the “First Amendment”) is entered into as of the ___ day of _____, 2024, (the “Effective Date of First Amendment”), by and between the **CITY OF MIAMI SPRINGS**, a Florida municipal corporation, (the “City”) and **LIMOUSINES OF SOUTH FLORIDA, LLC D/B/A LSF SHUTTLE**, a Florida limited liability company (hereinafter, the “Contractor”), collectively referred to as the “Parties.”

WHEREAS, on February 20, 2018, the City entered into an agreement (the “Agreement”) with the Contractor for wave-and-ride municipal shuttle services (the “Services”); and

WHEREAS, the term of the Agreement expired on February 20, 2024; and

WHEREAS, the City and Contractor desire to enter into this First Amendment to the Agreement to retroactively extend the term of the Agreement through April 30, 2024; provide for an option to renew the term of the Agreement on a month-to-month basis until September 30, 2024; adjust the hourly rate for the provision of the Services beginning April 1, 2024; and provide for the development of an optional Micro Transit On-Demand Pilot Program; and

WHEREAS, the City and the Contractor have agreed to amend the Agreement as further set forth herein.

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

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

2. **Term.** The term of the Agreement shall be retroactively extended from February 20, 2024, through April 30, 2024. Additionally, this Agreement shall automatically renew on a month-to-month basis (each a “Renewal Term”) until the earlier of September 30, 2024, or upon written notice of termination by the City Manager, on the same terms as set forth in the Agreement and this First Amendment.

3. **Micro Transit On-Demand Pilot Program.** The Contractor is developing a Micro Transit On-Demand Pilot Program (the “Pilot Program”). If the Contractor develops the Pilot Program, the City may, at its sole discretion, authorize the Contractor to implement and

operate the Pilot Program. In the event the City authorizes the Contractor to implement the Pilot Program prior to the expiration of this Agreement, the Contractor shall (1) reduce the hourly rate of the Services to \$54.00 per hour for the fixed-route minibus service, and (2) provide the City with a credit towards the cost of operating future services equal to the difference between the cost of the Services provided during each Renewal Term and the price that the Services would have cost during the same period at the reduced hourly rate of \$54.00 per hour.

4. **Attachment 2 Amended.** The Schedule of Values attached as Attachment 2 to the Agreement is hereby amended as provided in the Schedule of Values attached hereto as Exhibit "A."

5. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.

6. **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.

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

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

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

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

CITY OF MIAMI SPRINGS

CONTRACTOR

By: _____
J.C. Jimenez, ICMA-CM
City Manager

By: _____
Entity: Limousines of South Florida, Inc.

Attest:

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:

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

Addresses for Notice:

_____ (telephone)
_____ (email)

With a copy to:

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

With a copy to:

_____ (telephone)
_____ (email)

EXHIBIT A¹

ATTACHMENT 2

Schedule of Values

Proposed total annual price (to be paid by the City in equal monthly increments) for municipal transit for the City of Miami Springs for base service for the first three years of the contract using biodiesel B20 fuel:

- A. ~~\$154,440.00~~ \$126,819.00 as the maximum total annual fee ~~for each twelve (12) month period~~ for the City's fixed route service for the period commencing April 1, 2024, through September 30, 2024.
- B. \$54.00 per hour for fixed-route minibus service as requested by the City. However, beginning April 1, 2024, the hourly rate for fixed-route minibus service shall be \$63.00 per hour as requested by the City. Notwithstanding the foregoing, the cost of the Services shall revert to \$54.00 per hour if the City authorizes the Contractor to implement and operate the Micro Transit On-Demand Pilot Program.
- C. \$N/A per hour cost of 32 passenger bus service for City Senior travel programs to area attractions and museums, etc. (approximately 12 per year).
- D. \$N/A per hour costs of mini bus service for special events within the City.

Costs for the final two years are subject to an adjustment for fuel and personnel expenses only and are subject to the approval of the City Manager. Any request for adjustment must be justified and documented thoroughly by the Contractor and submitted to the City Manager at least ninety (90) days prior to the end of the third year of the contract.

Providing Mini Bus Service using alternate fuels:

Propane:

Total Annual Fee \$N/A Hourly Fee \$N/A

Compressed Natural Gas

Total Annual Fee \$N/A Hourly Fee \$N/A

Hybrid-Electric:

Total Annual Fee \$N/A Hourly Fee \$N/A

Electric:

Total Annual Fee \$N/A Hourly Fee \$N/A

¹ Coding: Words that are in ~~striketrough and highlighted~~ are deletions to the existing words. Words that are underlined and highlighted are additions to the existing words.

The City has also requested bidders to provide prices for ALTERNATIVES to the base service, including using low floor buses and Automated Passenger Counters. Please provide the additional costs associated with each of these options below:

ALTERNATE #1:

\$N/A as the total additional fee per hour for providing service using low floor buses (please indicate manufacturer and model and confirm it has been Altoona tested as a seven year vehicle).

ALTERNATE #2:

\$N/A as the total additional fee per hour for providing automated passenger counting capability and information as described in Section 3 of 3.5(4) of the Special Conditions.

ALTERNATE #3:

\$N/A as the total additional fee per hour for providing security cameras as described in Section 3.3.2.2(P) of the Special Conditions.

1) I agree to be bound by all terms and conditions contained in this Invitation for Bid.

YES X NO _____

2) I agree that the yearly services amount as proposed shall remain in effect for the first three years of the five (5) year contract.

YES X NO _____

If “no” to any question, bidder must fully describe their proposed exception on Bid Exception Form.

**MARK LEVITT, VICE PRESIDENT
LIMOUSINES OF SOUTH FLORIDA, INC.
3300 S.W. 11 AVENUE
FORT LAUDERDALE, FL 33315
954-463-0845
MLEVITT@LOSF.US**

RESOLUTION NO. 2024-____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CERES ENVIRONMENTAL SERVICES, INC.; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 10, 2018, the City Council adopted Resolution No. 2018-3810, approving an agreement (the “Agreement”) with Ceres Environmental Services, Inc. (the “Consultant”) for Emergency Disaster Debris Removal and Emergency Response Services (the “Services”); and

WHEREAS, the initial term of the Agreement was three (3) years, with two (2) additional one (1) year renewals from December 11, 2018, through December 11, 2023; and

WHEREAS, the City Council desires to approve a First Amendment to the Agreement (the “First Amendment”) in substantially the form attached hereto as Exhibit “A” to extend the term of the Agreement on a month-to-month basis; 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. The City Council approves the First Amendment to the Agreement with the Consultant.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to execute the First Amendment to the Agreement with the Consultant in substantially the form attached hereto as Exhibit “A,” subject to the final 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 Dr. Walter Fajet, Ph.D.	_____
Councilmember Jacky Bravo	_____
Councilmember Jorge Santin	_____
Councilmember Dr. Victor Vazquez, Ph.D.	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 8th day of April, 2024.

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
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
CERES ENVIRONMENTAL SERVICES, INC.**

THIS FIRST AMENDMENT to the **PROFESSIONAL SERVICES AGREEMENT** (the “First Amendment”) is entered into as of the _____ day of _____, 2024 (the “Effective Date of First Amendment”), by and between the **CITY OF MIAMI SPRINGS**, a Florida municipal corporation, (the “City”) and **CERES ENVIRONMENTAL SERVICES, INC.**, a Florida Profit Corporation (hereinafter, the “Contractor”), collectively referred to as the “Parties.”

WHEREAS, on September 10, 2018, the City Council adopted Resolution No. 2018-3810, approving an agreement (the “Agreement”) with Ceres Environmental Services, Inc. (the “Contractor”) for Emergency Disaster Debris Removal and Emergency Response Services (the “Services”); and

WHEREAS, the initial term of the Agreement was three (3) years, with two (2) additional one (1) year renewals from December 11, 2018, through December 11, 2023; and

WHEREAS, the City and Contractor desire to enter into this First Amendment to the Agreement to extend the term of the Agreement on a month-to-month basis; and

WHEREAS, the City and the Contractor have agreed to amend the Agreement as further set forth herein.

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

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

2. **Amendment To Section 4 of the Agreement.** Section 4 of the Agreement is amended as follows:

This is a three (3) year Agreement, with the CITY having two (2) options to extend the Agreement for one (1) year extensions, under the same terms and conditions except as varied by this provision. Additionally, this Agreement shall be retroactively extended through April 30, 2024, and automatically renew on a month-to-month basis (each a “Monthly Renewal”) thereafter on the same terms as set forth herein until the City

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

Manager provides written notice of termination. One (1) price adjustment per year of renewal per the CPI Consumer Price Index (Urban Consumers) will be allowed, using the preceding twelve (12) months from the date of the written request for price adjustment. The CITY may exercise any available option by providing notice to CERES thirty days prior to the then-current term. Work under this Agreement will only be performed in the event of a disaster and no funding will be available for this Agreement until the time of the disaster.

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

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

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

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

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

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

CITY OF MIAMI SPRINGS

CONTRACTOR

By: _____
J.C. Jimenez, ICMA-CM
City Manager

By: _____
Entity: Ceres Environmental Services Inc.

Attest:

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:

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

Addresses for Notice:

_____ (telephone)
_____ (email)

With a copy to:

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

With a copy to:

_____ (telephone)
_____ (email)



AGENDA MEMORANDUM

Meeting Date: April 9th, 2024

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: Authorize the execution of an agreement with the Florida Department of Environmental Protection (FDEP)

RECOMMENDATION: Recommendation by Staff that Council accept the State Appropriation in the amount of \$500,000.00 and authorize the City Manager to execute the attached Grant Agreement with the Florida Department of Environmental Protection (FDEP), relating to Water Quality Improvements to C-6 Miami Canal- East Drive and Oakwood Drive Drainage Improvements project, on a cost reimbursement basis with no cost sharing requirement from the City.

DISCUSSION: This grant award provides funding to the City of \$500,000.00, under this agreement with FDEP, the City will implement Best Management Practices (BMPs) for stormwater management designed to improve the quality of stormwater discharge from the service area into the C-6 Canal and to reduce flood water impacts to Stafford Park and residents in the surrounding areas. These BMPs involve a multi-stage stormwater run-off storage and treatment system to capture and store pollutants such as gross solids, floatable debris, sediments, particulate metals, and hydrocarbons to minimize pollutant leaching into the C6- Miami Canal and ultimately into Biscayne Bay. The City will construct water quality and roadway flooding improvements for the C-6 Miami Canal, East Drive, and Oakwood Drive located in the South area of Miami Springs.

Additionally, this project is part of an ongoing City plan to alleviate flooding and to address environmental issues associated with stormwater. This project will improve Stormwater management by the use of green infrastructure, including permeable sidewalks and surfaces; and bioswales as stormwater management as needed. This project will follow the SFWMD guidelines for stormwater management by mitigating flooding to C-6 Canal and reducing roadway failure and will protect and preserve the City's critical infrastructure by reducing and preventing property damage and minimizing social distress caused by roadway failure.

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

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ACCEPTING A STATE APPROPRIATIONS GRANT IN THE AMOUNT OF \$500,000; APPROVING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR WATER QUALITY IMPROVEMENTS RELATING TO THE C-6 MIAMI CANAL EAST DRIVE AND OAKWOOD DRIVE DRAINAGE IMPROVEMENTS PROJECT; 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 \$500,000 by the Florida Department of Environmental Protection (“FDEP”) for water quality improvements relating to the C-6 Miami Canal East Drive and Oakwood Drive Drainage Improvements Project (the “Project”); and

WHEREAS, in order to secure the Grant, the City must enter into the Grant Agreement (the “Agreement”) attached hereto as Exhibit “A” with FDEP; 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 FDEP 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. This Resolution shall become effective immediately upon adoption.

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

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

PASSED AND ADOPTED this 8th day of April, 2024.

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): Water Quality Improvements to C-6 Miami Canal- East Drive and Oakwood Drive Drainage Improvements Agreement Number: **QG005**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Miami Springs** Entity Type: **Local Government**

Grantee Address: **201 Westward Drive Miami Springs, Florida 33166** FEID: **59-6000374** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **October 31, 2026**

4. Project Number: _____ Project Location(s): **Lat/Long: (25.8115, -80.2719)**
(If different from Agreement Number)

Project Description: **The Grantee will construct water quality and roadway flooding improvements for the C-6 Miami Canal, East Drive, and Oakwood Drive located in the South area of Miami Springs.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$500,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	WQIG, GAA LI 1712, FY 23-24, WPSPTF	\$ 500,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$

Total Amount of Funding + Grantee Match, if any: **\$ 500,000.00**

<p>6. Department's Grant Manager Name: <u>Michelle Ramirez</u> or successor</p> <p>Address: <u>Florida Dept. of Environmental Protection</u> <u>3900 Commonwealth Blvd.</u> <u>Tallahassee, FL 32399-3000</u></p> <p>Phone: <u>850-245-2818</u></p> <p>Email: <u>Michelle.Ramirez@FloridaDEP.gov</u></p>	<p>Grantee's Grant Manager Name: <u>Jose Lopez</u> or successor</p> <p>Address: <u>4711 S. LeJeune Road</u> <u>Miami, FL 33166</u></p> <p>Phone: <u>954-260-5383</u></p> <p>Email: <u>jlopez@bermelloajamil.com</u></p>
--	---

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 type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 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 F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)
<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)

<input type="checkbox"/> Additional Exhibits (if necessary):	
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 unless another date is specified in the grant documents.

City of Miami Springs

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

JC Jimenez, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
 Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Michelle Ramirez, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

**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/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. 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.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. 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.
- i. 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.
- j. 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.
- k. 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: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. 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

Attachment 1

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 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. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements

- a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

- The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

- <https://www.epa.gov/invest/investing-america-signage>.

- b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. 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.

27. 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.

28. 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/>).

29. 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.

30. 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.

31. Independent Contractor.

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

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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. QG005

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 Water Quality Improvements to C-6 Miami Canal- East Drive and Oakwood Drive Drainage Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

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 Requirement 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.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the 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.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Water Quality Improvements to C-6 Miami Canal- East Drive and Oakwood Drive Drainage Improvements

PROJECT LOCATION: The Project will be located in the City of Miami Springs within Miami-Dade County; Lat/Long (25.8115, -80.2719).

PROJECT BACKGROUND: The City of Miami Springs (Grantee) is located in the waterbody identification (WBID) 3290 basin. The existing drainage system for the East Drive corridor, Stafford Park, and the Oakwood corridor consists of existing exfiltration trenches, catch basins, and solid drainage pipe. The drainage network conveys water by gravity to the C 6 Miami Canal/Upper Miami River and the Lower Miami River in WBID 3288B and the Wagner Creek in WBID 3288A.

Under this agreement with FDEP, the Grantee will implement Best Management Practices (BMPs) for stormwater management designed to improve the quality of stormwater discharge from the service area into the C-6 Canal and to reduce flood water impacts to public and private properties. These BMPs involve a multi-stage stormwater run-off storage and treatment system to capture and store pollutants such as gross solids, floatable debris, sediments, particulate metals, and hydrocarbons to minimize pollutant leaching into the C6- Miami Canal and ultimately into Biscayne Bay.

PROJECT DESCRIPTION: The Grantee will construct water quality and roadway flooding improvements for the C-6 Miami Canal, East Drive, and Oakwood Drive located in the South area of Miami Springs. The Grantee will construct approximately 2,600 linear feet (LF) of drainage piping, 300 LF of 18-inch exfiltration trenches, 1,215 LF of 30-inch force main, 14 storm manholes, 15 concrete catch basins, a NSBB powered by a pump station, and canal outfall structure(s) with bank stabilization to reduce pollutants leaching into the C6- Miami Canal and ultimately into Biscayne Bay.

Task 1: Project Management

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

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

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

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

Task 2: Construction

Deliverables: The Grantee will construct water quality and roadway flooding improvements for the C-6 Miami Canal, East Drive, and Oakwood Drive areas in accordance with the construction contract documents.

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

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

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

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

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Project Management	Contractual Services	\$20,000	07/01/2023	04/30/2026
2	Construction	Contractual Services	\$480,000	07/01/2023	04/30/2026
Total:			\$500,000		

**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
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>.

Attachment 5

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

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

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

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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
Program A				\$	
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 A	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.	
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	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
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	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023 - 2024	37.039	Statewide Water Quality Restoration Projects - LI 1712	\$500,000.00	149950
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$500,000.00
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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]). The 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.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN EASEMENT AND HOLD HARMLESS AGREEMENT WITH 1800 OAKWOOD, LLC; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, 1800 Oakwood, LLC (the “Owner”) owns real property located at 1800 Oakwood Drive (the “Property”) and is finalizing construction of a new global headquarters for the Miami Association of Realtors, Inc. at the Property (the “Project”); and

WHEREAS, the Project design includes a canopy that extends beyond the property line of the northeast corner of the Property and over the sidewalk owned by the City; and

WHEREAS, the Owner has proposed entering into the Easement and Hold Harmless Agreement (the “Agreement”) attached hereto as Exhibit “A” to permit the proposed Project design; and

WHEREAS, the City Council desires to approve the Agreement with the Owner and authorize the City Manager to negotiate and execute the Agreement on behalf of the City in substantially the form attached hereto as Exhibit “A”; and

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

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

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

Section 2. Approval. That the City Council hereby approves the Agreement in substantially the form attached hereto as Exhibit “A.”

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 the approval of the City Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the City Council hereby authorizes the City Manager to take any action which is reasonably necessary to implement the purpose 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 Dr. Walter Fajet, Ph.D.	_____
Councilmember Jacky Bravo	_____
Councilmember Jorge Santin	_____
Councilmember Dr. Victor Vazquez, Ph.D.	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 8th day of April, 2024.

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: 4/8/2024

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

Via: JC Jimenez, City Manager

From: Chris Chiocca, Finance Director

Subject: Establishing Auditor Selection Committee

Discussion:

The FY 2022-2023 audit is the final year (Amendment No. 1) on the City's five-year contract with Caballero Fierman Llerena & Garcia, LLP, to conduct annual financial audits for the City in accordance with Chapter 218.391, *Florida Statutes*. Pursuant to Chapter 218.391, *Florida Statutes*, because the City's current contract term is expiring, the City must follow specified auditor selection procedures to select an auditor to conduct the FY 2023-2024 audit and any future audits covered by the next contract. To select an auditor, the City is required to establish an "Auditor Selection Committee." The primary purpose of an Auditor Selection Committee is to assist the governing body in selecting an auditor to conduct the required annual financial audit, single audits, and other auditing services.

The Auditor Selection Committee (the "Committee") must consist of at least three (3) members. One (1) member of the Committee must be a member of the City Council and will serve as the Committee's Chair. In addition, staff has recommended below two (2) local government finance professionals to serve on the Committee for your consideration.

Jennifer Moon (Miami-Dade County, Chief of the Office of Policy and Budgetary Affairs), (Trustee, General Employees' Retirement System)

Alfredo Riverol, CPA, CGFM, CGMA, CRFAC (City of South Miami, Chief Financial Officer)

Committee Responsibilities:

1. Establish factors to use for evaluation proposals.
2. Publicly announce the request for proposals.
3. Provide the request for proposals firms expressing interest in submitting proposals.
4. Evaluate proposals provided by qualified firms.
5. Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified proposers.

The Resolution provides that one City staff member is present at the public meetings of the Auditor Selection Committee to provide information and input and to assist the Auditor Selection Committee. Staff would be responsible for preparing the RFP in accordance with the direction of the Auditor Selection Committee and to include the evaluation factors established by the Auditor Selection Committee.

Recommendation:

It is recommended that the City Council pass and adopt the resolution establishing the Auditor Selection Committee, appoint the individuals to the Committee, and designate Chris Chiocca to serve as the liaison to the Auditor Selection Committee.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ESTABLISHING AN AUDITOR SELECTION COMMITTEE TO ASSIST IN THE PROCUREMENT OF A CERTIFIED PUBLIC ACCOUNTING FIRM PURSUANT TO SECTION 218.391, FLORIDA STATUTES; APPOINTING COMMITTEE MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) desires to issue a request for proposals (“RFP”) to obtain proposals from certified public accounting firms (“Respondents”) for the City’s annual financial audit required pursuant to Section 218.39, Florida Statutes, single audits, and such other financial auditing services as may be needed by the City (the “Services”); and

WHEREAS, pursuant to Section 218.391(2), Florida Statutes, the City Council is required to establish an auditor selection committee (the “Committee”) to evaluate proposals received from Respondents in response to an RFP for the Services; and

WHEREAS, the Committee must consist of at least three (3) members, including one member of the City Council that will serve as the Committee chair; and

WHEREAS, Section 218.391(2)(c), Florida Statutes, provides that an employee, chief executive officer, or chief financial officer of the City may not serve as a member of the Committee; however, the City Council may designate a City employee to serve in an advisory capacity to the Committee; and

WHEREAS, the City Council desires to establish the Committee, appoint Committee members, and designate City Finance Director Chris Chiocca to serve in an advisory capacity to the Committee; 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. Committee Established. The City Council hereby establishes the Committee pursuant to Section 218.391, Florida Statutes. The Committee shall have the

primary purpose of assisting the City Council in selecting a certified public accounting firm to conduct the City’s annual financial audit required pursuant to Section 218.39, Florida Statutes, single audits, and such other financial auditing services as may be needed by the City in accordance with Section 218.391, Florida Statutes.

Section 3. Appointment. The City Council hereby appoints the following individuals to the Committee:

1. Committee Member No. 1: Mayor/Vice Mayor/Councilmember
2. Committee Member No. 2: Jennifer Moon
3. Committee Member No. 3: Alfredo Riverol, CPA, CGFM, CGMA, CRFAC

The City Council hereby further designates City Finance Director Chris Chiocca to serve in an advisory capacity to the Committee.

Section 4. Dissolution. The Committee shall exist until it completes its evaluation of RFP responses and ranks and recommends, in order of preference, the most highly qualified Respondent to perform the Services; provided, however, that the City Council may, by an affirmative motion or resolution, dissolve or extend the term of the Committee.

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

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

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

PASSED AND ADOPTED this ___ day of _____, 2024.

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: April 8th, 2024

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

Via: J.C. Jimenez, City Manager

From: Tammy Romero, Assistant City Manager

Subject: **Phase I Parking Discussion**

DISCUSSION: At the March 11th Council meeting, Councilman Santin requested from Council the consideration of drafting an ordinance to add parking time restrictions in the Gateway Overlay and CBD Districts. After that meeting, staff has met with Councilman Santin on several occasions to discuss a strategy and course of action to begin a Phase I Parking Plan.

As such, attached is a map for the Council's consideration, outlining designated areas with three types of parking regulations: 3-hour parking, 15-minute Curbside Parking, and No Limit Parking within the Gateway Overlay and CBD Districts. The rationale behind Phase I is to promptly identify these parking classifications and initiate actions to tackle the perceived parking challenges within these districts. This approach intends to change behaviors by dissuading business owners and their employees from utilizing on-street parking spaces that are meant for patrons of the establishments.

Should the Council approve Phase I of the proposed Parking initiative, we kindly request that the Council direct the City Manager to work with the City Attorneys and CGA to amend the current Ordinance. This amendment would include language enabling enforcement of the 3-hour and 15-minute Curbside Parking restrictions.

Phase I:

- 3 Hour Parking
- 15 minute Curbside Parking
- No limit Parking

