



*CITY OF MIAMI SPRINGS, FLORIDA*

Mayor Xavier M. Garcia

Vice Mayor Michael Windrem  
Councilman George V. Lob

Councilman Billy Bain  
Councilman Jaime A. Petralanda

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".

**AGENDA  
SPECIAL MEETING  
Monday, July 8, 2013 – 5:01 p.m.  
Council Chambers – City Hall  
201 Westward Drive – Miami Springs**

1. Call to Order/Roll Call
2. Invocation: Councilman Lob  
Salute to the Flag: Audience participation
3. Recommendation that Council Approve an Expenditure of \$130,000.00 to Musco Lighting for Replacing the Fixtures on all Existing Poles at Prince Field, as a Sole Source Provider, Pursuant to Section 31.11 (E) (6) (c) of the City Code
4. Acceptance of Grant for the Renovation and Replacement of Lighting at Prince Field in the Amount of \$130,000, and Authorization to Execute Grant Agreement ARE070
5. Approval of the City Attorney's Invoice for June 2013 in the Amount of \$13,365.00

## 6. Adjourn

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If any person decides to appeal any decision of this Board with respect to any matter considered, s/he will need a record of the proceedings and for such purpose 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 made (F. S. 286.0105), all of which the City does not provide.  
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In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the City Clerk, 201 Westward Drive, Miami Springs, Florida 33166. Telephone: (305) 805-5006, no later than (7) days prior to the proceeding.  
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\*\*\*\*\*  
Pursuant to Sec. 2-11.1 (S) of the Miami-Dade County Code and Miami Springs Code of Ordinances Chapter 33 - §33-20, 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.  
\*\*\*\*\*



**CITY OF MIAMI SPRINGS**  
Finance Department  
201 Westward Drive  
Miami Springs, FL 33166-5259  
Phone: (305) 805-5035  
Fax: (305) 805-5018

Agenda Item No. 3

City Council Meeting of:

07-08-2013

**TO:** Honorable Mayor Garcia and Members of the City Council

**VIA:** Ronald Gorland, City Manager

**FROM:** William Alonso, Asst. City Manager/ Finance Director

**DATE:** July 3, 2013

**RECOMMENDATION:**

Recommendation that Council approve an expenditure of \$130,000.00, to Musco Lighting for replacing the fixtures on all 12 existing poles at Prince Field, as a sole source provider, pursuant to Section §31.11 (E)(6)(c) of the City Code.

**DISCUSSION:**

The hurricane season of 2005, with its devastating dual impacts of Katrina and Wilma, resulted in severe damage to the lighting fixtures on Prince Field. The existing fixtures, originally installed in 1991 on poles dating from the 1970's, were already obsolete technology. During repairs it was discovered that the fixtures had been bent by wind damage and some had broken off and could not be replaced. The lights are unable to sustain adequate lighting over the life of the bulbs, resulting in poor and deteriorating illumination. Additionally, the fixtures are no longer able to be aimed at the areas they need to illuminate for general safety and visibility.

On July 2<sup>nd</sup>, 2013, the City was notified in writing (Attachment A) of the award of a grant in the amount of \$130,000.00 we applied for on June 12<sup>th</sup>, 2013 with the Florida Department of Agriculture and Consumer Services- Office of Energy. This grant-funded project promotes and increases the energy efficiency, safety, playability of the fields and public enjoyment of the park by replacing the fixtures on all 12 existing poles with 32 brighter, more efficient, durable and reliable Sportscluster energy-saving "green" pole top luminaire assemblies.

Musco Lighting's quote (Attachment B) is considered a sole source (refer to Attachment C).

**COST:** \$ 130,000.00

**FUNDING:** Grant Source: Florida Department of Agriculture and Consumer Services,  
Office of Energy  
Grant No.: ARE070  
Amount: \$130,000.00

**PROFESSIONAL SERVICES APPROVAL:**

OFFICE OF ENERGY  
(850) 617-7470  
(850) 617-7471 FAX



THE HOLLAND BUILDING, SUITE 251  
600 SOUTH CALHOUN STREET  
TALLAHASSEE, FLORIDA 32399-0001

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
COMMISSIONER ADAM H. PUTNAM

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**CERTIFIED MAIL – RETURN RECEIPT REQUESTED**

July 2, 2013

The Honorable Xavier Garcia  
Mayor, City of Miami Springs  
201 Westward Drive  
Miami Springs, Florida 33166

Re: Local Government Energy Efficient Lighting Grant Program  
Project Title: City of Miami Springs Park Lighting Retrofit  
Notice of Funding Award

Dear Mayor Garcia:

The Florida Department of Agriculture and Consumer Services, Office of Energy (the department) received your application for funding for the Local Government Energy Efficient Lighting Program. The department has determined that your application has met the threshold requirements for the reservation process to be eligible for funding.

Department staff will contact you to discuss the next steps in the award process. Please be aware that this is not a guarantee of funding as department staff will still need to verify the information in your application prior to final determination of eligibility. As required by Notice of Funding Availability (NOFA), Part V, Section C: "department staff may conduct sites visit prior to awards which could affect the timeline for execution of the Grant Agreements."

The Grantee is eligible for reimbursement of costs, as outlined in the Application's Attachment A, Project Budget, Section F. Budget Detail, incurred on or after July 2, 2013. Enclosed is a memo authorizing such pre-award costs. Please remember that all Federal and State regulations outlined in Attachment C and Attachment D must be met for reimbursement and the Grantee incurs cost at their own risk.



We appreciate your interest in the Local Government Energy Efficient Lighting Grant Program and look forward to working with you. If you have any questions, please contact the Office of Energy at (850) 617-7470.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Sheehan", written over a horizontal line.

Patrick Sheehan, Director  
Office of Energy

Enclosure

PS/gs



**Prince Park  
Miami Springs, FL  
Date: July 3, 2013  
To: Tammy Romero, City of Miami Springs  
Pricing per Clay County Contract RFP# 08/09-3**

**Quotation Price – Turnkey Installation and Materials**

Sportscluster Green™ as described below and delivered to the job site \$130,000 + Sales Tax.

**Equipment Description**

Sportscluster Green™ System delivered to your site

- Factory aimed and assembled pole top luminaire assemblies
- 1500-watt metal halide fixtures
- UL Listed remote electrical component enclosures
- Mounting hardware for the pole top units and electrical component enclosures
- Pole length wire harness
- Disconnects

Also includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 10™ product assurance & warranty program that eliminates 100% of your maintenance costs for 10 years, including labor and materials on Musco manufactured product. Musco's Constant 10 Warranty is contingent upon Musco's inspection and approval of existing structure and electrical wiring.
- Guaranteed constant light level for the Baseball Field / Multipurpose Field for 10 years,
- 1 group re-lamp(s) at the end of the lamps' rated life, 5000 hours
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for existing voltage and phasing at site

Field Description	Quantity	Pricing Per Clay County	Extended Price
(Sect I) Soccer Field	1	\$60,530.00	\$60,530.00
(Sect II D) Controls and Monitoring Adder for SCG	1	\$7,475.00	\$7,475.00
(Sect III A) Installation of fixture on existing poles	12	\$5,175.00	\$62,100.00
(Sect V D) Bonding	1	\$1,785.00	\$1,785.00
(Sect V F) Project Management	1	\$5,750.00	\$5,750.00
<b>Profit negotiation in compliance with 10 CFR 600.236</b>			-\$7,640.00
<b>Total</b>			<b>\$130,000.00</b>

Poles, permitting fees, and sales taxes are **not** included as part of this quote.

**Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.  
Divulging technical or pricing information to competitive vendors will result in removal from the bid list.**

### **Payment Terms**

The contract balance is Net 30 days.

**Late payment will be subject to service charges of 1 ½% per month (18% APR).**

Musco will attempt to coordinate shipment so that delivery corresponds with the customer's payment schedule. It will be the responsibility of the wholesaler to ensure that Musco is aware of this delivery timeframe. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

**Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.**

### **Notes**

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Quote is based on:

- Shipment of entire project together to one location
- System will be manufactured to existing voltage and phasing at site
- Confirmation of pole locations prior to production
- Musco's Constant 10 Warranty is contingent upon Musco's inspection and approval of existing structure and electrical wiring
- Northwest Pole has severe Vertical cracks @ approximately 50 Feet above grade, as noted in the warranty, Musco Lighting is not responsible for the Pole Structure only materials upgraded.
- Pricing per the Miami Dade County Davis Bacon Prevailing wage requirements and US Steel.

Scope of work includes:

#### **Owner Responsibilities:**

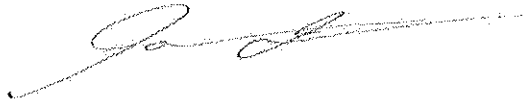
- 1) Total access to the site and pole locations for construction. Must be able to move from location to location on standard rubber tires – no towing required.
- 2) Removal of any trees, limbs, shrubs, etc. for total access to pole locations.
- 3) Removal, replacement, and repair of all fencing necessary for construction.
- 4) Repair and replacement of any field turf, asphalt, curbs, and concrete damage.
- 5) Locate and mark existing irrigation systems necessary for construction.
- 6) All necessary permitting costs including any environmental issues.

#### **Musco Responsibilities / Musco Subcontractor Responsibilities:**

- 1) Provide Project Management and assistance as needed.
- 2) Provide electrical design by Electrical Engineer as required.
- 3) Provide layout of pole locations and aiming diagram.
- 4) Provide Davis Bacon prevailing wages for the installation.
- 5) Provide required Musco Sportscluster Green™ equipment
- 6) Provide light test under owner supplied lighting system.
- 7) Remove and dispose of the existing lighting fixtures and electrical enclosures on concrete poles. This will include the recycling of lamps, aluminum reflectors, ballast and steel as necessary.
- 8) Leave the existing grounding wires and power feed in place for reattachment to the new Sportscluster Green™ product.
- 9) Provide adequate trash container for cardboard waste and packing debris.
- 10) Provide storage containers for material as necessary.
- 11) Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- 12) Obtain required permits, owner to pay cost of permits.
- 13) Provide materials and equipment to install or upgrade existing electrical service panels as required or necessary. This needs to be defined in the electrical design.
- 14) Ground the new product on poles per the NFPA 780 code. This will include grounding of the electrical enclosures and remote light fixture cross arms.

- 15) Install Musco electrical enclosures and fixtures on existing poles and terminate power feed. Power feed may need reworked to adapt to the new Musco lighting equipment.
- 16) Provide materials and equipment to wire and terminate ballast to Sportscluster Green™ fixtures.
- 17) Provide materials and equipment to install the Musco supplied Control Link system.
- 18) Contractor will commission Control Link by contacting control-Link Central (877-347-3319) and going through the following steps:
  - a. Check all zones to make sure they work in both auto and manual mode.
  - b. 1 hour comprehensive burn of the lights on each zone.
  - c. Set baseline for the DAS (Data Acquisition System).
- 19) Keep all heavy equipment off of playing fields when possible.
- 20) Jobsite to be returned to condition existing prior to construction of lighting system.
- 21) Locate existing underground utilities and irrigation system so as to avoid damage from construction equipment. Repair any such items damaged during construction.
- 22) Review and provide all necessary grounding per NEC Code 250.56

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.



Jason Frucht  
Musco Sports Lighting, LLC  
Sales Representative  
Phone: 954-732-5674  
E-mail: Jason.Frucht@Musco.com





100 1<sup>st</sup> Ave West • PO Box 808 • Oskaloosa, IA 52577  
Phone: (800) 825-6020 • Fax: (888) 397-8736

7/2/2013

City of Miami Springs  
ATTN: Miss Tammy Romero

RE: Sportslighting Sole Source

Dear Miss Romero,

For more than 35 years, Musco Lighting has specialized in sports-lighting from Nascar MotorSpeedway to neighborhood Basketball Courts. The Light Structure Green Technology has been engineered into a system that is unsurpassed in the marketplace, making Musco Lighting the only manufacturer that provides a factory-tested, reliable, industrial-strength product that can reduce energy costs by 40%. Musco can provide lighting for your parks with 40% fewer fixtures than any other manufacture in the marketplace and the ability to guarantee light levels. That translates to 40% less energy costs per month and 40% less demand charges from you power provider.

The following key features are incorporated into our product design and are unavailable from any other manufacturer.

#### **Warranty**

Musco Lighting from this point on Musco Lighting will provide a comprehensive 10 Year Parts and Labor Warranty. Musco's Green technology will provide monitoring of your sports lighting system which includes the ability to evaluate lamp outages, fuses blown, breaker trips. These functions have been developed only by Musco through years of research and development. Musco will contact the city the next business day via e-mail when an outage has occurred and will send the appropriate manpower and equipment to repair the affected equipment.

#### **Constant Light Levels**

Musco will also guarantee the light levels on your fields for 5000 hours per lamp unlike any other manufacture. Musco's Smart lamp technology provides the unique ability to provide timed power adjustments and guarantee light levels for 10 Years. This translates into consistency year after year and provides a safe playability for the community meeting the required lighting standards. Musco Lighting is the only manufacture to provide timed power adjustments per Illuminating Engineer Society Lighting Control Strategies page # 27-3.

#### **Light Trespass & Unwanted Glare**

Musco is the leader in the industry when it comes to controlling unwanted spill and glare into adjoining neighborhoods. Musco's independent testing labratory reports clearly show that Musco is the undisputed leader with this technology.

#### **Musco's Control Link**

True status feedback available on all manual override switches; Individually fused relays; Two-way high-speed communication system allows constant monitoring of the control unit, schedules, switches and contactors. Musco Lighting is the only manufacturer to provide Remote Monitoring with the ability to detect any failures of the sports lighting system.

#### **Scheduling Features**



100 1<sup>st</sup> Ave West • PO Box 808 • Oskaloosa, IA 52577  
Phone: (800) 825-6020 • Fax: (888) 397-8736

Simple pass code scheduling via the internet, phone, fax, smartphone, or email; Ability to schedule multiple fields at one time for multiple days in advance; No limitations to advance scheduling; Ability to add User Group information for tracking field usage.

#### **Customer Support**

24 hour call center with live staff to answer all calls and verify that schedules have processed; Immediate on/off is processed through call center and validates that correct field is turned on or off; Real time monitoring of all schedules to insure they have processed; Complete control of scheduler information via the website including security codes.

#### **Reporting**

Complete history of all usage is available via the website. Breakdown by facility, field, date range and user groups; Reports available in electronic format.

#### **Z Lamp**

The Musco patented Z-Lamp® metal halide lamp is designed to keep the arc tube in the horizontal position for increased efficiency. Sports lighting applications require a downward tilt of 25 - 30 degrees, which in a standard straight lamp decreases light output by approximately 25%. Additionally, the internal mechanisms of the Light-Structure Green™ luminaire maintain the horizontal position of the the Z-Lamp's arc tube no matter what the aiming angle, for optimum efficiency. Due to the patented lamp and reflector design.

#### **Surge Protection**

Musco Lighting's Contactor Cabinet and Ballast Enclosure provides appropriate surge protection on the line and load side. These materials are standard for the Light Structure Green System unlike other manufacturers.

#### **UL**

Musco Lighting's Light Structure Green provides the only UL Listed system approach from the Precast Concrete Base to the Poletop Luminaire Assembly. Other manufacturers can provide a UL Listing for only parts and pieces only.

#### **EPA Reduction**

In reference to Safety, Musco Lighting's Green Technology has reduced the effected projected area from prior technology of 3.5 – 4.0 EPA to presently 1.9 – 2.8 EPA. Other manufacturers are consistently similar to Musco's prior technology. Musco Lighting was very successful after Hurricane Wilma, 1,200 Green Technology fixtures were not out of alignment or affected to the high winds. This improvement is one of many core values which provide safety and long term maintenance to your city.

If you need additional information or have further questions regarding our products, please let me know.

Respectfully,

A handwritten signature in cursive script, appearing to read "Jason Frucht", is written over a light blue horizontal line.

Jason Frucht  
Musco Lighting  
Sales Representative  
Cell: 954-732-5674  
Email: [Jason.Frucht@Musco.com](mailto:Jason.Frucht@Musco.com)



**CITY OF MIAMI SPRINGS**  
Finance Department  
201 Westward Drive  
Miami Springs, FL 33166-5259  
Phone: (305) 805-5035  
Fax: (305) 805-5018

Agenda Item No. 4

City Council Meeting of:

07-08-2013

**TO:** Honorable Mayor Garcia and Members of the City Council

**VIA:** Ronald Gorland, City Manager

**FROM:** William Alonso, Asst. City Manager/ Finance Director

**DATE:** July 3, 2013

**RECOMMENDATION:**

Acceptance of Grant for the Renovation and Replacement of Lighting at Prince Field in the Amount of \$130,000, and Authorization to Execute Grant Agreement ARE070

**DISCUSSION:**

On July 2nd, 2013, the City was notified of the award of a grant in the amount of \$130,000.00 we applied for on June 12th, 2013 with the Florida Department of Agriculture and Consumer Services- Office of Energy.

We are requesting authorization to execute Grant Agreement ARE070.

**PROFESSIONAL SERVICES APPROVAL:**

A handwritten signature in cursive, appearing to be "W. Alonso", written over a horizontal line.



Florida Department of Agriculture and Consumer Services  
Office of Energy

**GRANT AGREEMENT NO. ARE070**

ADAM H. PUTNAM  
COMMISSIONER

**STATE OF FLORIDA GRANT ASSISTANCE PURSUANT TO  
AMERICAN RECOVERY AND REINVESTMENT ACT  
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

THIS AGREEMENT is entered into between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES whose address is 407 South Calhoun Street, Tallahassee, Florida 32399-0800 (hereinafter referred to as the "Department") and the CITY OF MIAMI SPRINGS, whose address is 201 Westward Drive, Miami Springs, Florida 33166-5000 (hereinafter referred to as "Grantee" or "Recipient"), a Local Government, to provide financial assistance for the Renovation and Replacement of Prince Field Lighting.

In consideration of the promises and mutual agreements contained herein, the Department and the Grantee acknowledge and agree as follows:

1. The United States Department of Energy (USDOE) awarded funding to the Department pursuant to USDOE through American Recovery and Reinvestment Act (ARRA) Grant Agreement No. **DE-EE0000800**. The Grantee shall be a sub-grantee of federal financial assistance from USDOE. The Grantee is responsible for complying with the appropriate state and federal guidelines in the performance of its activities pursuant to this Agreement.
2. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement, its attachments and exhibits named and incorporated by reference.
3. This Agreement shall begin upon execution by both parties and end no later than June 16, 2014 (All work must be completed and approved by August 30, 2013), inclusive. If allowed by USDOE, this Agreement shall be effective June 17, 2013 for purposes of reimbursement of allowable costs resulting from obligations incurred and meeting the cost share or match requirements as described in Attachment A, Work Plan. Profit to the Grantee, or any of its subgrantees, is prohibited by 10 Code of Federal Regulations (CFR) Part 600. This Agreement may be amended to revise Attachment A, if additional funding is made available by the USDOE and/or the Florida Legislature.
4.
  - A. The Grantee shall be eligible for reimbursement of allowable costs resulting from obligations incurred during the term of this Agreement. The Department shall reimburse the Grantee for allowable costs on a not more frequently than monthly cost reimbursement basis in an amount not to exceed \$130,000.00 after receipt and approval by the Department's Grant Manager of satisfactory reports and documentation as required in this Agreement. The parties understand and agree that this Agreement does not require a cost sharing or match on the part of the Grantee.
  - B. Prior written approval from the Department's Grant Manager shall be required for changes between approved, funded budget categories up to 10% of the total, approved Grant funds. Approval of such changes will be contingent upon submission of a revised Project Budget. Budget category changes greater than 10%, the addition of previously unapproved or unfunded budget categories or the addition of previously unapproved or unfunded budget line-items, will require a formal written amendment to the Agreement. The Department agrees to review a request by the Grantee to modify Attachment A, should the Grantee find, after receipt of competitive bids, that the project described in Attachment A, cannot be accomplished for the current estimated project cost. If the Department agrees to a modification of Attachment A, it may be modified not to exceed the awarded funding identified above. Any such modification would be by formal written amendment, in accordance with Section 37. Nothing in this Section or Agreement is intended nor implies to guarantee approval of a request to modify or adjust Attachment A, or the available project funding.
  - C. All reimbursement requests under this Agreement shall be submitted using the Attachment B, format in detail sufficient for a proper pre-audit and post-audit thereof. The Grantee shall submit a

properly completed Attachment B, with supporting documentation of allowable costs, including for the final reimbursement request, as described below in paragraph 4.D. Ten percent of each approved reimbursement request shall be retained by the Department pending Grantee's compliance with Section 8.

- D. All reimbursements under this Agreement shall be in compliance with the laws, rules and regulations applicable to the expenditure of State and federal funds. The State of Florida guidelines for allowable costs include, but are not limited, to the Florida Department of Financial Services' Reference Guide for State Expenditures located at <http://www.myfloridacfo.com>. Federal program guidelines for allowable costs and related topics are listed in Attachment E, Federal Regulations and Attachment F. The Grantee must provide a detailed listing of expenditures made under this Agreement as support for the Payment Request Summary Form. All requests for reimbursement of travel expenses shall be in accordance with the travel requirements including mandated forms required by Section 112.061, Florida Statutes.
  - E. In addition to the requirements contained in paragraphs 4.C & D above, the Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State of Florida guidelines. When requested, this information must be provided within 30 calendar days of such request.
5. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and the availability of federal funding for the specific purpose of funding the Department's obligations under this Agreement. In the event of a State revenue shortfall, withdrawal of State budget authorization and/or rescission of federal funding, the total funding may be reduced accordingly. The Department, in accordance with direction from the Governor and/or the Florida Legislature, shall have final determination of the availability of any funds.
  6. The Grantee shall submit, using Attachment C, monthly updates to describe the project progress, work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Attachment B, may not be submitted more frequently than on a monthly basis and must be accompanied by an Attachment C, Report, for the corresponding month. Attachment C shall be submitted to the Department no later than three calendar days following the completion of the monthly reporting period. The Department's Grant Manager may request additional information if the Department's Grant Manager determines it is necessary. The Department's Grant Manager shall have ten calendar days to review deliverables and payment requests submitted by the Grantee.
  7. The Grantee shall submit an Annual Report not later than 15 calendar days after the end of the first year of the project, if the term of the project exceeds one year. The Annual Report shall provide a narrative detailing and evaluating the accomplishments and impact of the project in the prior twelve months. The Annual Report shall follow the format described in Attachment K.
  8. The Grantee shall also submit a Final Report no later than 15 calendar days prior to the expiration date of the Agreement. The Final Report will provide a final narrative detailing and evaluating the accomplishments and impact of the project. The Final Report will include an evaluation of the energy savings directly attributable to the project, projections of estimated energy savings expected to accrue from the project and policy recommendations, which may be helpful in implementing other projects of a similar nature. Pursuant to paragraph 4.C, 10% of the total Agreement amount identified in paragraph 4.A will be withheld until receipt and approval of the Final Report.
  9. Each party 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, Florida Statutes.
  10. A. Department staff will perform compliance monitoring during the term of the Agreement, in addition to the review of Monthly Progress Reports, but not less than once a year, to ensure Agreement compliance. Monitoring shall include, but not be limited to, periodic review of compliance with Agreement service delivery, as described in Attachment A, Grant Work Plan as documented in Attachment C, Monthly Progress Reports and also which includes a review of all Agreement requirements including the Attachments. The Department reserves the right for any

Department staff to make scheduled or unscheduled, announced or unannounced compliance monitoring visits at any site where services are delivered pursuant to this Agreement.

- B. For each on-site compliance monitoring visit, Department staff will provide an oral exit interview and a written monitoring report to the Grantee.
  - C. If issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) may be required of the Grantee. If required, the CAP shall be submitted to the Department's Grant Manager within ten calendar days of receipt of the monitoring report. If a CAP is required of the Grantee, failure to correct deficiencies after thirty calendar days from the date-of-receipt of a written monitoring report notating the deficiencies may result in a determination of breach of Agreement and termination of services. If a CAP is not required of the Grantee, the Department may proceed under Section 11 and/or Section 14.
11. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide 30 calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination. If this Agreement is terminated, the Department shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Department shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.
12. The Department may terminate this Agreement for convenience by providing the Grantee with 30 calendar days written notice. If this Agreement is terminated, the Department shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Department shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.
13. This Agreement may be unilaterally terminated by the Department for refusal by the Grantee to allow public access to all documents, papers, letters or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a), Article I of the Florida Constitution and Chapter 119, Florida Statutes. If this Agreement is terminated, the Department shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Department shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.
14. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions, as appropriate for the circumstances.
- A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
  - B. Disallow (that is deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
  - C. Wholly or partly suspend or terminate this Agreement.
  - D. Withhold further awards for the project or program.
  - E. Take other remedies that may be legally available.
  - F. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination.
  - G. The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689.
15. A. In accordance with Presidential Executive Order 12549, Debarment and Suspension (10 CFR Part 606, later moved to 2 CFR Part 901), the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by USDOE to the Department.

- B. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return a copy of Attachment G.
  - C. As required by paragraphs A and B above, the Grantee shall include the language of this Section and Attachment G, in all subcontracts and sub-grants or lower tier agreements executed to support the Grantee's work under this agreement.
16. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. The Department, the State of Florida, USDOE or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
17. A. The Grantee shall retain and maintain all records referenced in Section 16 and make such records available for an audit as may be requested. Such records shall include independent auditor working papers, books, documents and other evidence, including but not limited to, vouchers, bills, invoices, requests for payment and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement.
- B. The Grantee agrees to comply with the audit requirements of Section 215.97, Florida Statutes, and those found in Attachment D, as applicable.
- C. The Grantee shall include the audit and record keeping requirements described above and in Attachment D, in all subcontracts and assignments with sub-grantees of funds according to Section 215.97, Florida Statutes. For purposes of this Agreement, "sub-recipient" shall be defined in accordance with Section 215.97(2)(x), Florida Statutes.
- D. The Grantee must provide copies of any audit referencing this Agreement, the audit transmittal letter, and any response to such audit to the Department within 30 calendar days of its receipt. The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.
18. A. The Grantee may subcontract work under this Agreement upon the condition that each Attachment C, contains a current list of subcontractors, the amount of each subcontract and a short description of work to be performed by that subcontractor. The Grantee shall be solely responsible for all work performed and all expenses incurred in connection with the development and implementation of the services, programs and activities under this Agreement whether directly performed or by subcontract.
- B. The Grantee shall not enter into subcontracts in which the Department or USDOE could be held liable to a subcontractor for any expenses or liabilities. The Grantee shall defend and hold the Department and USDOE harmless of any liabilities, as applicable by Florida laws, incurred under any of the subcontracts entered into by the Grantee. The Grantee shall be liable for all work performed and all expenses incurred as a result of any subcontract.
- C. The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors or sub-vendors under this Agreement. The Grantee shall report to the Department in each, Attachment C, its expenditures with minority, woman and service-disabled veteran-owned businesses. The directory of State of Florida certified minority, woman and service-disabled veteran-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Attachment C shall contain the names and addresses of the minority, woman and service-disabled veteran-owned

businesses; the aggregate dollar figure disbursed that month for each business; the time period; type of goods or services and whether the business is minority, woman or service-disabled veteran-owned. If no expenditures were made to minority, woman and service-disabled veteran-owned businesses, the Grantee shall state "None" on that portion of the Attachment C.

19. The Grantee agrees to permanently refrain from using or mentioning its association with the Department in advertisements, letterhead, business cards, etc. The Grantee's project with the Department may be generally stated and described in the Grantee's professional resume. The Grantee may not give the impression in any event or manner, that the Department endorses or recommends the Grantee.
20.
  - A. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit Attachment I, and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. [10 CFR Part 601]
  - B. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a State agency.
  - C. Pursuant to the Lobbying Disclosure Act of 1995, any organization described in Section 501(c)4 of the Internal Revenue Code of 1986 shall not be eligible for subgrants under this Agreement, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subgrant. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
21. The Grantee shall comply with all applicable federal, state and local rules and regulations. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
22. The Grantee agrees to comply with, and include as appropriate in subcontracts, the applicable regulations listed in Attachment E, and the provisions contained in Attachment F.
23. The Department's Grant Manager for this Agreement is identified below.

Office Grant Manager: Michael Mitchell	
Florida Department of Agriculture and Consumer Services	
Office of Energy	
600 South Calhoun Street, Suite 251	
Tallahassee, FL 32399-0001	
Telephone No.:	850-617-7470
Fax No.:	850-617-7471
E-mail Address:	Michael.Mitchell@FreshFromFlorida.com

24. The Grantee's Representative for this Agreement is identified below.

Grantee Representative : Carol Foster	
City of Miami Springs	
Grants/Public Information Specialist	
201 Westward Drive	
Miami Springs, Florida, 33166-5000	
Telephone No.:	305-805-5054



Fax No.:	305-805-5018
E-mail Address:	foster@miamisprings-fl.gov
Grantee D-U-N-S :	020542932
Grantee CCR Registration Expiration Date:	04/03/2014

25. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. The Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. The Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected if any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes.

26. *Option 2: For Agreements with State of Florida governmental entities that are not self-insured, the following provision may be used.*

The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

*Option 3: The following language may replace the language above for agreements with Florida governmental entities which are self-insured: (make sure you have something in writing from the CFO confirming they are self-insured) NOTE: All state agencies are self insured.*

The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

27. 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.

28. Upon satisfactory completion of this Agreement, with Department approval, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign Attachment J, Property Reporting Form, and submit it to the Department as an attachment to the Attachment B, Payment Request Summary Form, in which these costs are documented for reimbursement or match. The following terms shall apply:

- A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.
- D. All purchase and disposition of equipment shall be in accordance with 10 CFR Part 600.

29. The employment of unauthorized aliens by any Grantee/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/vendor 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.

30. A. No person on the grounds of race, creed, color, national origin, age, sex 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.
- B. The Grantee agrees to comply with 10 CFR Part 1040 "Nondiscrimination in Federally Assisted Programs."
- C. The Grantee affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the Grantee been placed on the Discriminatory Vendor List. The Grantee further agrees that it shall not violate such law and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- D. The Grantee affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the Grantee been convicted of a Public Entity Crime. The Grantee agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement. The Grantee shall insert a provision in accordance with this paragraph in all subcontracts for services in relation to this Agreement.
31. Land acquisition is not authorized under the terms of this Agreement.
32. A. If the Grantee brings to the performance of this Agreement pre-existing intellectual property, the Grantee shall retain all rights and entitlements to that pre-existing intellectual property.
- B. All patent rights, copyrights, and data rights must be in accordance with 10 CFR Part 600 as referenced in Attachment H.
- C. If, during the course of the Agreement, the Grantee modifies a pre-existing invention to the point where it is a new invention, patentable in its own right, or if any discovery or subject invention arises or is developed in the course of, or as a result of, work or services performed under this Agreement, or in any way connected herewith, the Grantee shall retain the entire right, title, and interest to each discovery or subject invention, subject to the provisions of this Section. With respect to any subject invention in which the Grantee retains title, the Department shall have a royalty-free, nonexclusive, transferable, irrevocable, paid up license to practice or have practiced for, or on behalf of, the Department or the State of Florida the subject invention and sublicense the same.
- D. In the event that any books, manuals, films,, or other copyrightable material are produced, which are intended to be made available to the public, the Grantee shall notify the Department. The Department shall have a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do the same. The Grantee hereby grants the Department full authority and right to modify or create derivative works of, or allow others to modify or create derivative works on behalf of the Department, any publications first produced under this Agreement. Any content submitted to the Department which is asserted to be exempt under Florida's Public Records Act, Chapter 119, Florida Statutes, shall be clearly marked "business proprietary", "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing. Failure to identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret.
- E. The terms and conditions specified in Section 32 shall also apply to any subcontracts made under this Agreement. The Grantee shall be responsible for informing the subcontractor of the provisions of this Section and obtaining disclosures.
33. The Grantee is encouraged to publish or otherwise make publicly available the results of the work conducted under this Agreement. USDOE requires an acknowledgement of Federal support. A disclaimer must

appear in the publication of any material, copyrighted or not, which was based on or developed under this Agreement, as follows:

Acknowledgement: "This material is based upon work supported by the U.S. Department of Energy and the Florida Department of Agriculture and Consumer Services, Office of Energy under Award Number DE-EE0000800."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, nor any of their contractors, subcontractors or their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or any third party's use or the results of such use of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof or its contractors or subcontractors. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

34. The Grantee shall not develop any software or databases under the terms and conditions of this Agreement.
35. The Parties agree they will seek to resolve any disputes between them regarding their responsibilities as soon as possible and at the lowest level reasonable, in order to conserve the resources of the Parties. The Parties further agree to use their best efforts to assure speedy and non-confrontational resolution of any and all disputes between them.
36. This Agreement is executed and entered into in the State of Florida and shall be construed, performed and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Leon, County, Florida, applying Florida Law.
37. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties and attached to the original of this Agreement, unless otherwise provided herein.
38. The following Attachments are incorporated into this Agreement:

Attachment	A	Grant Work Plan
Attachment	B	Payment Request Summary Form
Attachment	C	Monthly Progress Report
Attachment	D	Special Audit Requirements
Attachment	E	Federal Regulations
Attachment	F	Federal Funding Grantee, Sub-grantee and Contractor Provisions
Attachment	G	Debarment and Suspension Form
Attachment	H	Intellectual Property Provisions
Attachment	I	Disclosure of Lobbying Activities
Attachment	J	Property Reporting Form
Attachment	K	Annual Report

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF MIAMI SPRINGS

FLORIDA DEPARTMENT OF AGRICULTURE  
AND CONSUMER SERVICES

By: \_\_\_\_\_  
ZAVIER GARCIA  
MAYOR

By: \_\_\_\_\_  
D. ALAN EDWARDS  
DIRECTOR OF ADMINISTRATION

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

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

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7-8-2013

The City of Miami Springs  
 Summary of Monthly Attorney Invoice  
 Orshan, Lithman, Seiden, Ramos, Hatton & Huesmann, LLLP

July 3 for June

<u>General Fund Departments</u>	<u>Cost</u>	<u>Hours</u>
Office of the City Clerk	2,938.95	21.77
Human Resources Department	452.25	3.35
Risk Management	270.00	2.00
Finance Department	1,242.00	9.20
Building, Zoning & Code Enforcement Department	720.90	5.34
Planning	699.30	5.18
Police Department	1,258.20	9.32
Public Works Department	340.20	2.52
Recreation Department	299.70	2.22
IT Department		0.00
Golf	245.70	1.82
Senior		0.00
General - Administrative Work	4,897.80	36.28
<b>Sub-total - General Fund</b>	<u>\$13,365.00</u>	<u>99.00</u>
<u>Special Revenue, Trust &amp; Agency Funds</u>		
Golf Course Operations		0.00
L.E.T.F.		0.00
Due from Pension Funds		<u>0.00</u>
<b>Sub-total - Special Funds</b>	\$0.00	0.00
<b>GRAND TOTAL: ALL FUNDS</b>	\$13,365.00	99.00