

TOWN OF BAY HARBOR ISLANDS

August 12, 2019

AGENDA

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result on being barred from the meeting. Persons exiting the Chambers shall do so quietly.

CALL TO ORDER: 7:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

1. Scholarship presented to Explorer - Chief Sean Hemingway

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

PUBLIC COMMENT:

*There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. **A request form is available from staff; please fill it in and return it to the Town Clerk prior to the start of the meeting if you would like to speak during public comment.** Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.*

COMMITTEE REPORTS:

2. **Review** of Citizen's Committee's appointments / re-appointments for the Parks & Recreation Committee and the Resiliency and Sustainability Committee. Enclosed is a list of residents that seek a appointment.

CONSENT AGENDA: *(Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)*

3. **Approval** of the April 8th, 2019 Organizational Meeting.
4. **Consideration and Approval** of a **resolution** authorizing the Town Manager to enter into a Statewide Mutual Aid Agreement with the Florida Division of Emergency Management to provide emergency aid and assistance in the event of a disaster or emergency. Enclosed is a copy of the agreement.

5. **Consideration and Approval** of a **Resolution** of the Town Council updating the Title VI program plan as required by Miami-Dade Transit and the Federal Transit Administration as part of the grant agreement which funded the Town's bus shelters.
6. **Consideration and Approval** of a **resolution** to accept a grant from the Florida Department of Environmental Protection in the amount of \$70,000 to conduct a Flood Vulnerability Assessment. Enclosed is a copy of the resolution and grant agreement.
7. **Approval** of inland marine insurance policy for the Shepard Broad Causeway Bridge for the year beginning July 15, 2019 to July 14, 2020 in the amount of \$110,039. Enclosed is a copy of a memorandum from Melissa Cruz, Assistant Town Manager/Finance Director.
8. **Consideration and Approval** of a Memorandum of Understanding to implement the Nurse Enhancement Initiative for the 2019/2020 school year. Enclosed is a copy of the agreement and summary report.
9. **Consideration and Approval** of a Memorandum of Understanding between the Town; Town of Surfside, and the Village of Bal Harbour to equally share the employee contribution for a new Part Time Employee to administer the Address Verification Plan at the Ruth K. Broad K-8 Center. Enclosed is a copy of the agreement.

STAFF RECOMMENDATION: Approval

ORDINANCES ON SECOND READING:

10. **Consideration and approval** of an ordinance on **second** reading amending Section 5-20 of the Town Code to require reimbursement to perform a traffic study in connection with a development application. This item was requested at a previous meeting by Council Member Leonard.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S BUILDING AND CONSTRUCTION CODE TO MODIFY PROVISIONS RELATED TO THE CONTENTS OF A PRELIMINARY DEVELOPMENT PLAN APPLICATION, INCLUDING THE SUBMITTAL OF AN IMPACT ANALYSIS REPORT (IAR) DEMONSTRATING COMPLIANCE WITH THE TOWN ADOPTED LEVEL OF SERVICE (LOS) CRITERIA, SPECIFICALLY RELATED TO TRAFFIC IMPACTS; AMENDING SECTION 5-20 OF THE TOWN'S CODE OF ORDINANCES TO REITERATE THAT A TRAFFIC IMPACT LEVEL OF SERVICE ANALYSIS IS REQUIRED AS PART OF PRELIMINARY PLAN SUBMISSION; ADDING A NEW PROVISION IN SECTION 5-20 THAT AUTHORIZES THE TOWN MANAGER TO RETAIN AN ENGINEERING CONSULTANT TO PREPARE A FULL-SCALE TRAFFIC STUDY FOR CERTAIN MAJOR LAND DEVELOPMENT PROJECTS THAT ARE EXPECTED TO GENERATE A SIGNIFICANT AMOUNT OF NEW TRAFFIC OR MAY CREATE NEGATIVE NEIGHBORHOOD IMPACTS AT THE APPLICANT'S EXPENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

ORDINANCES ON FIRST READING:

11. **Consideration** and **Approval** of an ordinance on **first** reading amending Section 23-1 of the Town Code to modify the definition for swimming pools by adding hot tubs, Jacuzzi and spas. And amending Section 23-12(15) to modify regulations for swimming pools, by adding provisions for hot tubs, jacuzzi and spas. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO SWIMMING POOLS, HOT TUBS, JACUZZI, AND SPAS; AMENDING SECTION 23-1 OF THE ZONING AND PLANNING CODE TO ADD NEW DEFINITIONS; AMENDING SECTION 23-12(15) OF THE ZONING AND PLANNING CODE TO MODIFY REGULATIONS FOR SWIMMING POOLS, BY ADDING PROVISIONS FOR HOT TUBS, JACUZZI AND SPAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

DEFERRED ITEMS:

TOWN MANAGER ITEMS: *(Town business items requiring Council approval)*

12. **Approval** of a 3 year contract award to Christmas Designers for Holiday Lighting and Decorations Design and Display Services in the amount of \$70,000 per year. Staff is also recommending the extra option for an additional cost of \$9,650. Enclosed is a copy of the proposed designs and other supporting documents.

STAFF RECOMMENDATION: Approval

POLL VOTE

13. **Consideration** and **Approval** of a proposal from Rep Services, Inc. in the amount of \$228,600.63 for materials and construction services to add two (2) shade structures; new flexible surfacing and a new tree fort play feature at the Tot Lot Park. The Town will "piggyback" off a Clay County, Florida contract for the services. Enclosed is a copy of the proposal and other supporting documents.

STAFF RECOMMENDATION: Approval

POLL VOTE

14. **Consideration** and **approval** of Contract award BHI 201 to Miguel Lopez Jr. Inc. in the amount of \$42,895.00 to resurface and re-stripe the 100th Street Municipal Parking Lot. Enclosed is a copy of the Bid Evaluation Report and other supporting documents.

STAFF RECOMMENDATION: Approval

POLL VOTE

15. **Consideration** and **Approval** of Contract award BC 154 to Heavy Civil Inc. in the amount of \$1,067,846.40 for the Broad Causeway Corridor Enhancements Project. Enclosed is a copy of the bid report and other supporting documents.

STAFF RECOMMENDATION: Approval

POLL VOTE

DISCUSSION ITEMS:

16. **Discussion** requested by Council Member Leonard and co-sponsored by Council Member Reid to prohibit single use plastic bags. Enclosed is a copy of ordinance from the Village of Bal Harbour.

ADJOURNMENT: Set for 11:00 p.m. *(Any items not addressed by 11:00 PM, will be continued to the following day at 7:00 PM)*

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, 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.

AGENDA ITEM REPORT

August 12, 2019

ITEM NUMBER: 2.

ITEM: Review of Citizen's Committee's appointments / re-appointments for the Parks & Recreation Committee and the Resiliency and Sustainability Committee. Enclosed is a list of residents that seek a appointment.

DESCRIPTION:

The Office of the Town Clerk advertised on the Town Newsletter in the months of June and July for new residents who wished to volunteer on the Town Committees. The Parks & Recreation Committee currently have seven (7) member who are all seeking re-appointment and one (1) new resident that seek appointment. The Sustainability and Resiliency Committee was newly created and a total of seven (7) members were recently appointed by the Town Council between November of 2018 and February of 2019. Our office received two (2) new residents request who seek appointment to the committee. All Committee Members are appointed to their perspective committee for two (2) year terms.

Enclosed is list of both committee with the residents seeking re-appointment and new interested residents who seek appointment.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Marlene Siegel, Town Clerk

ATTACHMENTS

1. Parks & Recreation Committee
2. Sustainability & Resiliency Committee

**TOWN OF BAY HARBOR ISLANDS
PARKS & RECREATION COMMITTEE**

RESIDENTS SEEKING RE-APPOINTMENT:

- ❖ Megan Blenet
- ❖ April Griffin
- ❖ Kathleen Kennedy
- ❖ Marjorie Milberg
- ❖ Aileen Stratford McDermott
- ❖ Kamm Trumble
- ❖ Linda Zilber

NEW INTERESTED RESIDENTS:

- ❖ Silvia Brownlow

MEGAN BLENET
10300 W. Bay Harbor Dr.- Apt. 5B- Miami, FL. 33154
(305)310-2337/ E-mail: megb1500@hotmail.com

EDUCATION:

2014-Present MIAMI BEACH SENIOR HIGH SCHOOL Miami Beach, FL

WORK EXPERIENCE:

Summer 2012 MIAMI CHILDREN MUSEUM Miami, FL
Volunteer

- Helped with birthday parties
- Served as information source for patrons
- Monitored areas for safety
- Helped children with arts and crafts classes

2015-Present FIENBERG-FISHER K-8 CENTER Miami Beach, FL
Child Development Intern

- Teacher aide
- Child care ages infants to 7 years old

Summer 2016 TOWN OF BAY HARBOR ISLANDS Bay Harbor Islands, FL
Summer Camp Counselor

- Child care
- Supervision of children
- Helped with activities

CERTIFICATIONS and NOMINATIONS:

- American Red Cross Babysitting Certification, 2012
- Do The Right Thing Nomination, February 2014
- Florida Department of Children and Families (DCF)'s Health, Safety and Nutrition (HSAN) Certification
- DCF's Identifying and Reporting Child Abuse and Neglect (CAAN) Certification
- DCF's Child Care Facility Rules and Regulations (FACR) Certification
- DCF's Behavioral Observation and Screening (BOSR) Certification
- DCF's Child Growth and Development (CGDR) Certification
- DCF's Preschool Appropriate Practices (PSPR) Certification
- DCF's Understanding Developmentally Appropriate Practices (UDAP) Certification

FOREIGN LANGUAGES:

Fluent in French

April Griffin

9181 W Bay Harbor Dr Apt 2 Bay Harbor Islands, FL 33154
772-538-7841 AprilGriffin2016@Fau.Edu

Objective

Parks and Recreation Committee

Education

Bachelor of Health Science	Florida Atlantic University	2016-Current
Associate of Arts/Honors	Keiser University	2014-2016

Experience

- **Manager**
Rockin Massage Coconut Creek & Classic Casinos
Hollywood and Coconut Creek, FL
2018-current
- **Massage Therapist**
Rockin Massage Hardrock & Coconut Creek Casinos
Hollywood, and Coconut Creek, FL
2010-2018
- **Massage Therapist**
Indian River Acupuncture & Integrative Medicine
Vero Beach, FL
2010-2011
- **Office Manager**
Treasure Coast Injury and Wellness Centre
Vero Beach, FL
2007-2009
- **Finance Manager and Sales**
Coggin BMW and Mercedes
Ft. Pierce, FL
2005-2007

Professional Development

- **Upledger Institute, Palm Beach FL**
 - Cranio-Sacral Therapy Technique I & II
2011-2015
 - Somatic Emotional Release Technique I & II
2011-2015
 - Dolphin Assisted Aquatic Therapies (Bahamas)
2015
 - Reiki I, II, & III & Master Certification
2010
 - Vero Beach Beauty and Massage School
2009

- **JMA Finance School Certification, Tampa, FL**
2007

Community Service

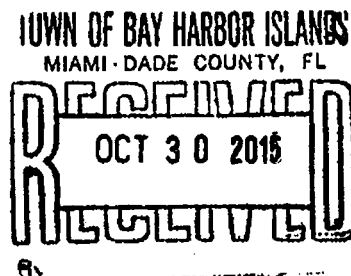
- **Youth Guidance Mentoring and Activities Program, Mentor**
Indian River County, Vero Beach, FL
2009-2010
- **Presidential Fellowship Representative for Independent Colleges
& Universities of Florida lobbying at State and Local levels for
Educational Grants on behalf of Keiser University**
2015-2016

Oct 30, 2015

To: The Council Members!

Now that I am a full time resident, ~~of~~
I would like to be considered
for the Parks + Recreation Committee.
Was nominated before but lived
in Texas at the time, so I resigned.
Thank you for your consideration

Lad L Kennedy



KAMM TRUMBLE

10300 West Bay Harbor Drive, 10-C
Bay Harbor Islands, FL 33154
(305) 316-3472

WORK EXPERIENCE:

2011 – CURRENT

Dr. Meryl Cohen, BHI, FL
Patty & Viviane Blente, BHI, FL
Dorie & Andy Grizzard, BHI, FL

Ellen Joy & Ray Fleming, BHI, FL
Alice Shapiro, BHI, FL

- House-Sitter, Dog-Sitter
- Care Giver, House Keeper
- Event Planner & Event Server
- Miscellaneous Tasks & Errands

1994 – 2011

Caroline Gaynor, Retired, Investments
Shorecrest, FL

- Administrative/Personal Assistant

1988 – 1994

Video Jukebox Network, Inc. ("THE BOX")
Miami, FL

- Administrative Assistant, President
- Acting Office Manager
- Supervisor, Front Desk & Copy Room Staff

1980 – 1988

Medical Aid Training Schools, Inc. ("MATS")
North Miami, FL

- Regional Manager

EDUCATION:

1976 – 1980

Barry University
Miami Shores, FL

- Bachelor of Science Degree – Marketing

OTHER TID-BITS:

- Home-Owner
- Safe Driver Status
- Conversational Spanish
- Polite and Patient
- Self-Starter and Resourceful

AILEEN STRATFORD McDERMOTT

10350 West Bay Harbor Dr. #PH-C
Bay Harbor Islands, FL 33154
(954) 260-7029
aileenstratford@gmail.com

OBJECTIVE

Join a committee in the Town of Bay Harbor Islands to increase my awareness of the community I live in and to help keep our Islands beautiful.

EDUCATION

ROLLINS COLLEGE

Bachelor of Arts in International Business

GPA: 3.33 Cumulative

3.44 Major

Activities/Clubs/Organizations: *Kappa Kappa Gamma, Mandarin Chinese Tutor, Reading is Fundamental Philanthropy*

Winter Park, Florida

Graduated May 2009

SINGAPORE AMERICAN SCHOOL

High School Diploma

Activities/Clubs/Organizations: *Varsity Cross Country, Head coach of an elementary school cheerleading squad,*

International Business Club

Singapore, Singapore

Graduated May 2005

WORK EXPERIENCE

KELLER WILLIAMS EAGLE REALTY

Real Estate Associate

Bay Harbor, Florida

December 2012-Present

- Created a website and established social media outlets to increase the audience for my business
- Closed over \$6 million in sales my two years in the profession
- Property manager for 30 units including leasing, coordinating necessary repairs and maintenance, bookkeeping, and managing tenant expectations

SCOTCH AND SODA

Fashion Host/Stylist

Miami, Florida

March 2012-December 2012

- Establish strong customer base of seasoned clients by providing superior customer service, keeping in contact, and staying knowledgeable of changes with the merchandise, brand, and industry
- Merchandise stores and mannequins to pique customer's interest in order to generate higher sales
- Knowledgeable of QuickBooks and the procedure of opening and closing store and cash drawer

THE REYNOLDS & REYNOLDS COMPANY

Solutions Specialist and Consultant

Ft. Lauderdale, Florida

Sep 2009-Dec 2011

- Recipient of Rookie of the Year award in 2011
- Ranked #2 within division for territory growth in 2011 sales year (33% growth achieved)
- Provided document inventory management and compliance consultation to automotive dealerships in the South Florida market
- Developed marketing and customer retention programs to help dealers reach their business goals and hit sales projections every quarter
- Drafted analyses for dealers comparing expenses and offer solutions to lower cost of doing business

THE WORLD BANK

Communications Intern

Singapore, Singapore

Jun 2008-Aug 2008

- Maintained and updated World Bank's Singapore regional website
- Attended meetings, panel discussions, and speakers relevant to World Bank and reported discussions on the region's website
- Assisted in construction of and staffed World Bank's informational booth at the World Cities Summit

LICENSES AND CERTIFICATIONS

- Licensed real estate agent in the state of Florida

**PARKS & RECREATION
COMMITTEE
2019 - 2021**

**NEW INTERESTED
RESIDENTS
INFORMATION**

Silvia Brownlow
1085 98 TH ST. APT 3
Bay Harbor Islands, FL 33154

July 18, 2019

To Marlene M. Siegel
Bay Harbor Town Hall

Dear Marlene, I am submitting this letter with the intention of being elect it to serve on a Citizen Committee as a volunteer in our town.

I will be willing to participate in; "Parks and Recreation" or "Sustainability and Resiliency".

I am excited by the idea of working in Community Projects and helping the local because since I move to this town I felt in love with this beautiful island and with the people who live in it. Everyone is being very welcoming, open mind it and nice with me since I move less than 6 month ago.

I would like to have the opportunity to give back to the community that was given to me.

My skills and qualifications I think would benefit the town in a variety of ways.

Here are some of my Highlights:

- I speak Spanish, English and Italian.
- I experience living in different places with different cultures.
- I am very flexible.
- Good team worker.
- Love to brain storm.
- I am very creative.
- Think out of the box.
- I believe in process not in perfection.

My hobbies are: listen audiobooks, travel, cook and paint mandalas.

I would be glad to share my mandalas techniques doing classes for kids or adults.
Free. That is my passion.

I enclose my resume with three letters of recommendation.

I look forward to arranging time to meet you in person and discuss any question/s
you have.

If you have any questions, please reach me at 925-3394759.

Silvia Brownlow

Silvia Brownlow
925-3394759
s.brownlow@icloud.com

HIGHLIGHTS OF QUALIFICATION

- Bilingual Spanish and English
- Excellent case management skills
- Ability to handle multiple tasks
- Extensive experience working with diverse population
- Developmentally disabled adult care

PROFESSIONAL EXPERIENCE

COUNSELOR/CASE MANAGER

- 1-Conducted intakes and assessments.
- 2- Responsible for referring clients to other agencies/resources.
- 3- Facilitated support groups.
- 4- Provided group and individual counseling.

CHILD DEVELOPMENT

- 1-Develop curriculum and age appropriate activities for preschool.
- 2-Work directly with families and states to ensure the well-being of the child.
- 3-Conducted home visits.
- 4-Planned daily projects and activities.

PROGRAM COORDINATION

- 1-Responsible for community outreach and program coordination with agencies.
- 2-Planned group and recreational activities for disabled clientele.
- 3- Maintain accurate records/documentation.

EMPLOYMENT HISTORY

- 2007-2009 Preschool teacher, La Petite Academy, San Ramon, Ca
2000-2004 Counselor/Job coach for disabled, Fox vocational Services, San Francisco, CA.
1998-2000 Pregos, San Francisco, CA
1990-1992 Social Work, Servicio de acogida infantil, Barcelona, Spain.
1985-1992 Preschool teacher, Colegio Sagrado Corazon, Barcelona, Spain.

VOLUNTEER HISTORY

- 2012-2013 Montevideo elementary School, Library Aid teacher, San Ramon, CA.
2011-2012 Montevideo elementary School, supervisor in the Cafeteria and kids playground.
1992-1993 **La Raza Information Center, San Francisco, Ca.**

EDUCATION

- Social Work Degree, Escuela universitaria de Barcelona, Spain.
Preschool Teacher Degree, Colegio Sagrado Corazon, Barcelona.
High School Certificate, San Francisco.
Equivalency Degree of social Work on USA, for Counsel of Social work education, Virginia 2004
Community College San Francisco, 54 Units
Diablo Valley College, 15 Units, Early Childhood Education.
California State, East Bay, addiction Studies, 12 units.

Marlene Siegel

From: Silvia Brownlow <s.brownlow@icloud.com>
Sent: Thursday, July 18, 2019 12:55 AM
To: Marlene Siegel
Subject: 3 recommendations letters

Hello , my name is Silvia Brownlow, I just send you my Resume. This is for a volunteer position that I am interested. Thank you.
You will receive my interest letter before the deadline.
Have a great day.

Please, if you have any questions call me at (925) 339-4759.
Sincerely:

Silvia Brownlow

San Ramon Valley Unified School District
Montevideo School
Sharon Keeton, Principal

13000 Broadmoor Drive • San Ramon, CA 94583 • (925) 803-7450 • (Fax) (925) 828-1727

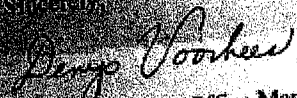
March 23, 2012

To Whom It May Concern:

This letter is being written to acknowledge the volunteer work of Silvia Brownlow at Montevideo Elementary School.

Mrs. Brownlow has been a lunchtime supervisor in our cafeteria and on our playground two times a week during this past year. She interacts well with children in that capacity, and we have appreciated her volunteer efforts at our school. When other volunteer opportunities arise, Mrs. Brownlow is very willing to help out at school.

Sincerely,



Denys Voonhees, Office Manager

FOX VOCATIONAL SERVICES

1100 Geneva Avenue, San Francisco, CA 94112

Telephone: (415) 587-4015

Fax: (415) 587-5240

Re: **BROWNLOW, Silvia**

To whom it may concern:

The following is verification of Ms. Silvia Brownlow's employment duties at Fox Vocational Services.

Ms. Brownlow's job title is Counselor/Job Coach. On a daily basis she supervises and teaches a group of three developmentally disabled adults job and community integration skills. She develops each client's Individual Service Plan (ISP) which addresses work, community integration, and self-care goals; she keeps daily records ranging from attendance to data collection, as well as program/progress notes; she writes an annual evaluation on each of her clients; she works closely with each of her clients' residential service provider, whether a family member or a licensed professional; she participates in a multidisciplinary team approach to meeting her clients' needs; she develops, implements, and coordinates each clients' monthly activities identified as necessary to meet those needs; and she maintains effective working relationships with each of her client's social workers. Ms. Brownlow also provides a bilingual, bicultural approach to working with her Spanish-speaking clients and their families.


SILVIA BROWNLOW, P.A.

July 2001

DIABLO VALLEY COLLEGE

311 Oak Creek Road, Pleasant Hill, California 94523

DVC (925) 685-1230

June 15, 2011

To Whom It May Concern,

It is a pleasure to recommend Silvia Brownlow, a student of mine this past semester in my English 95A class, College Level Writing for Students in Addiction Studies. Silvia is a conscientious, hard-working student who is very self-directed and genuinely interested in learning. She was an asset in class, asking good questions and participating enthusiastically in group discussions and class activities. She didn't hesitate to ask for help from others in her group or from me when she needed it, and she was most willing to assist other students when they needed help.

English 95A is an intensive four-unit class that is designed to help mature students, returning to college after a significant absence, gain the reading, writing and study skills necessary to succeed in college. The class is associated with a certificate program that trains students who wish to become counselors for people who struggle with addiction. For most students in the class, this is the first college English class they have ever taken. The heavy workload is difficult for all students and overwhelms about thirty percent of them who have to drop the class because they are unable to keep up with the demands of the course. In thirteen weeks, students are required to read several essays along with one full-length work and to write several analytical essays that range from two to six pages in length. During class, students work in small groups to discuss materials they have read and to provide assistance for each other in the revising process of their essays. Students' written work is evaluated on the basis of their analytical reasoning ability, the organization and development of their essays, as well as on the grammatical and syntactical proficiency of their writing. In addition to the reading and writing assignments, students are required to complete an online study skills program independently.

Silvia was the only non-native English speaker in this class. Nevertheless, she performed very well, keeping up with all the assignments and earning above average scores on them. Although she had difficulty using the computer to write her assignments, download class work from our website, and complete the online modules, she persevered and made significant improvement. And even though writing in English at this advanced level was difficult for her, Silvia put in the time and effort necessary to succeed despite the heavy demands of other classes and her many responsibilities outside of school. As a result of her hard work, Silvia's writing showed a great deal of improvement, and she has become much more comfortable writing at this level of English. Her final essay and final exam both show how much she has progressed, each showing considerable insight, depth of thought and fluency. She is well-prepared for the courses that she will take to complete the program and the Associate of Arts degree.

During the term, Silvia came to see me and called me on several occasions to discuss her work, so I got to know her more than some other students who prefer to remain more distant. She is warm, bright, and compassionate. She is well-suited to a career working with others since she has a very giving nature. She is very responsible and a pleasure to work with. I recommend her enthusiastically and without reservation. She will be an asset to any group she joins.

Sincerely,



Irene Menegas,
English Professor
Diablo Valley College
menegas@dvc.edu

To Whom It May Concern,

Sylvia Brownlow has been working at La Petite Academy since September 25, 2007 to June 10, 2009. She has been working with our toddlers as well as ages 2-12. She is a reliable and punctual employee and helps out where needed. During our morning and closing circle times Sylvia taught the children Spanish. We will surely miss her and all she does for our academy.

Should you need any further assistant please feel free to contact me.

Sincerely,


Tina Thompson
Academy Director

Sent from my iPhone

Marlene Siegel

From: Silvia Brownlow <s.brownlow@icloud.com>
Sent: Thursday, July 18, 2019 1:10 AM
To: Marlene Siegel
Subject: Nami California

Nami California stands for Nacional Alliance on mental Health . The last couple years, 2017 and 2018 I have been involved in this organization helping the community to understand the illness and breaking the stigma. I help families giving support specially in a group basis. Showing them what resources were available.

Attached is a Pilot Course that I attend and I certificare of appreciate for my services and contribution.

I thought that you may use that information.

Sincerely:

Sílvia Brownlow



2018 CERTIFICATE *of* APPRECIATION

Presented to

Silvia Brownlow

*in recognition of your steadfast commitment to ending stigma
and improving the lives of people affected by mental illness.*



Mary Gilbert, J.D.
Chief Executive Officer



May 1, 2018

Date

Sent from my iPhone

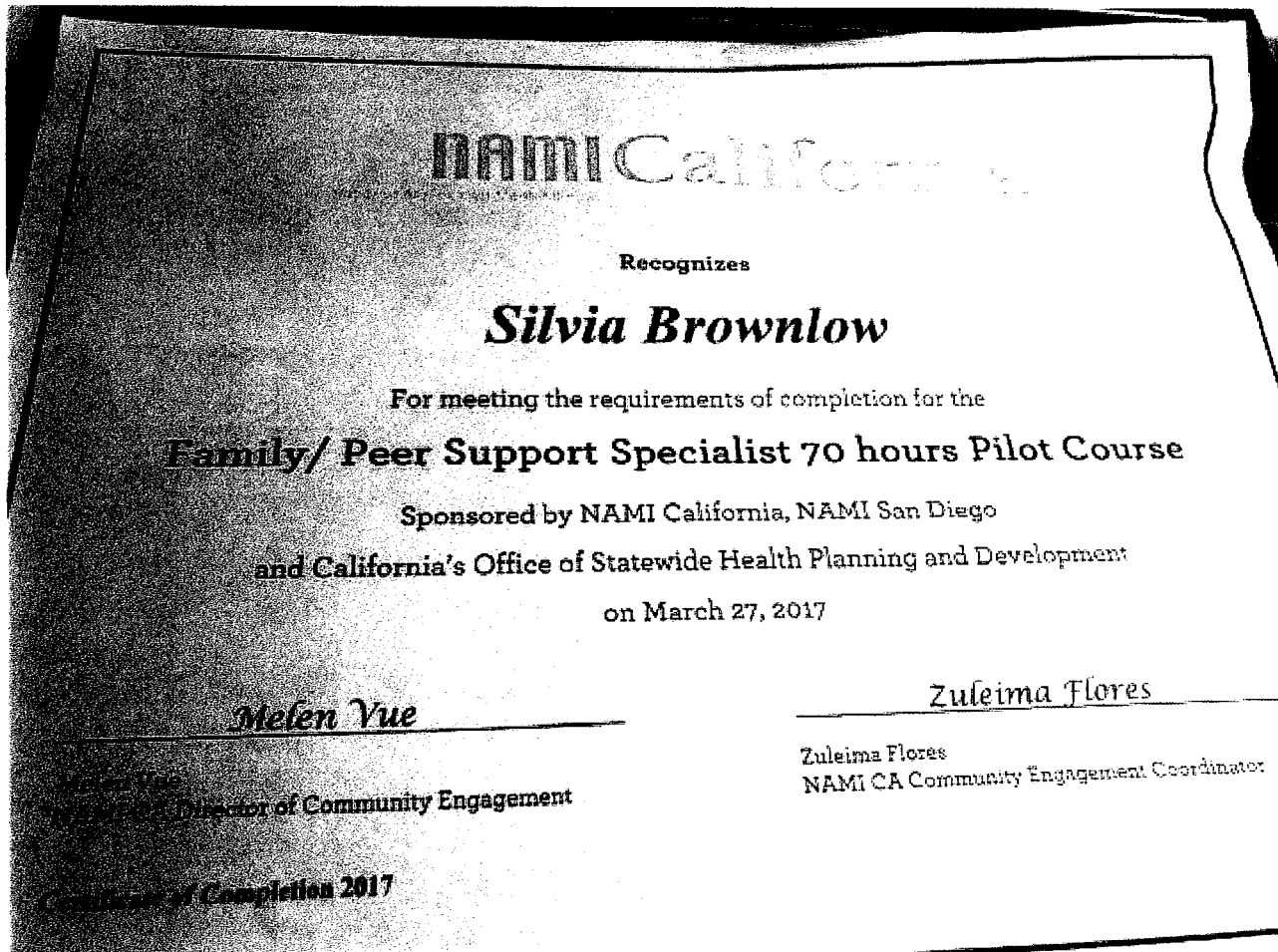
Marlene Siegel

From: Silvia Brownlow <s.brownlow@icloud.com>
Sent: Thursday, July 18, 2019 1:15 AM
To: Marlene Siegel
Subject: Peer support Specialist course

I am sorry, I forgot to adjust the Nami California course in my last email.

Thank you

Sílvia Brownlow's



Sent from my iPhone

**TOWN OF BAY HARBOR ISLANDS
SUSTAINABILITY & RESILIENCY COMMITTEE
2019 - 2021**

RESIDENTS SEEKING RE-APPOINTMENT:

- ❖ John Corral
- ❖ Silvia Galvin-Lundstrom
- ❖ Jacob Givner
- ❖ Edward Kazanjian
- ❖ Greg Lehman
- ❖ Vincent Martino
- ❖ Sabina Sara Osman

NEW INTERESTED RESIDENTS:

- ❖ Silvia Brownlow
- ❖ Eric Rappaport

LinkedIn

Sign In

Join now



John Corral

Solution Visionary and Problem Solver | Co-Founder of One Source Payments

Miami/Fort Lauderdale Area · Tele: John Corral

Experience
 AT&T Mobility, Neverfail Group, AT&T IoT
Recommendations
 11 people have recommended John Corral
Website
 Company Website

500+ connections

View this profile on LinkedIn

People Also Viewed



Walt Rivenbark



Chad Diskin
 BIS Account Manager at AT&T



Jorge Silveira
 Senior Account Executive at AT&T



Herbert Lindo
 Director of Mobility Applications Consulting - AT&T Mobility



Courtney Lowe
 Sales Representative at T-Mobile



Diane Serna



Dirk Doebler
 Ark Consulting LLC



Frank Sabo
 FirstNet Channel Sales Manager at AT&T



Joe Panella
 Director at Cisco-Jasper, The ON Switch for the Internet of Things

View John Corral's full profile. It's free!

See colleagues, classmates, and 500 million other professionals on LinkedIn

View John's Full Profile

John Corral's Posts & Activity



Smartphone Satisfaction...

March 23, 2017

COSTA MESA, Calif., March 23, 2017/PRNewswire -- Customer satisfaction is much higher among smartphone owners who use their device to operate other connected home services such as smart thermostats.

See all activity

John Corral liked this



Wow! What a proud moment in our company's history....

John Corral liked this



Day one at #CES19 in Las Vegas. Come and visit us at stand...

John Corral liked this



See more

Summary

John Corral has been an influential leader in driving technology innovation and mobile application development for Fortune 500 organizations for over 20 years.

Early in his career, he launched Ivico Computer Supply which quickly scaled to include international locations throughout Central and South America and grew from \$800K to \$5M in sales in just two years before merging with Computer Accessories by Maxima.

After John's early success as an entrepreneur, he went on to lead major consulting engagements for AT&T including custom wireless, application development for M2M-IOT, platform-based SAAS solutions with organizations including Ryder, Raymond James, Florida Power and Light and NASA.

John combines his expertise as a highly technical sales engineer with his ability to communicate to all levels and roles within large organizations in both English and Spanish.

A small sample of John's career highlights include

- Launching Wireless services at NASA and consulting for HA/DR with the Office of the President of the United States
- Rolling-out an M2M custom solution for a company-wide fleet monitoring system for Ryder's 80K trucks
- Deploying a mobile security solution for Raymond James to enable thousands of brokers and traders to securely trade or conduct customer transactions wirelessly

John is solving some problems by developing a solution for the mobile payments industry by launching One Source Payments with his business partner, in January 2018. The three devices the company will roll out are set to enable businesses and employees to process mobile payments

Public profile badge

Include this LinkedIn profile on other websites



John Corral
 Solution Visionary and Problem Solver | Co-Founder of One Source Payments

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LinkedIn

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Find a different John Corral

Example: John Corral

John Corral
 Engineering Test Supervisor at FlightSafety International
 Tulsa, Oklahoma Area



John Corral
 Realtor at Howard Hanna Real Estate Services
 Cleveland/Akron, Ohio Area

LinkedIn

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Mobile Payments | Mobile Applications | M2M and IOT | Fortune 100 Organizations | Wireless Security | Enterprise Software | Cloud Computing | SaaS & Platform Solutions | Platform Integrations | Custom Mobile Solutions | Tablet-based Mobile Computing | iOS, Android, & Windows Phone



Miami/Fort Lauderdale Area

John Bruce Corral, Jr.

VP Business Development and Marketing at Reed Electric and Field Service
Orange County, California Area

[More professionals named John Corral](#)

Experience



Mobile Applications Consultant - AT&T Industry Mobility Applications Consulting Group PCG

AT&T Mobility

2010 – 2017 • 7 years

Florida

John was recruited back to AT&T to serve as a founding member of their new Mobility Applications Consulting Group tasked with leading innovative, nationwide technology projects for Fortune 500 organizations in the Financial Services and Banking, Healthcare, Retail, and Transportation industries.

In this role, John led consulting engagements on technologies including mobile applications, mobile security, M2M and IOT, Telemetry, Enterprise software and cloud computing, SaaS, custom applications with platform integrations and custom mobile solutions.

Examples of his significant projects in this role include:

Transportation & Logistics:

- Implementing and deploying a mobile application for nationwide ATT- Direct TV installation technicians and fleet.
- Rolling-out a company-wide fleet monitoring system for Ryder's national fleet of trucks enabling tracking and high level ODB2 Telemetry.

Financial Services & Banking:

- Partnering to develop and implement a bilingual mobile banking solution for Mercantile Bank.
- Deploying a mobile security solution for Raymond James enabling thousands of brokers and traders to securely trade or conduct customer transactions.

Other Notable Projects Include:

- Launching the first secure messaging servers at NASA and the Office of the President of the United States. This included implementing redundancies to ensure solutions operated continuously without failing.
- Working with Florida Power & Light to implement geo-redundant backups for substations and enable remote access with a custom access point.

Notable Clients Include:

Raymond James, Ryder Fleet, Office Depot, Tampa Electric Fleet and IOT CHEF, Carnival Cruise Line and MASTEC DTV Fleet and Installers.



Regional Manager SE US and Caribbean

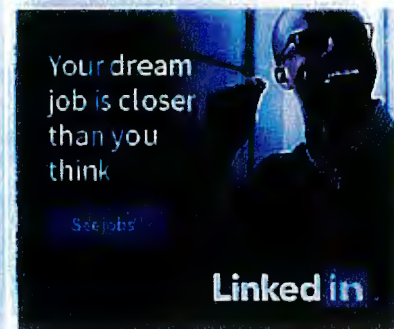
Verizon Group

2006 – 2010 • 2 years

John was recruited to expand the business reach into new markets in the southeast region of the U.S. as well as throughout the Caribbean in accounts from Fortune 1000 organizations to small businesses.

He led a team of top-talent sales professionals, a Systems Engineer, and a field team of resellers and partners providing solutions for High Availability and Disaster recovery of mobility, email - messaging, and mission-critical applications that demanded continuous availability.

Data Solutions Consulting Group PCG - Global Market Group -



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Viewers 7602



Learning Salesforce
Viewers 56347



Selling into Industries: Telecommunications
Viewers 1829

[View all online courses](#)

LinkedIn

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2001 – 2008 • 7 years

South East Region

John was promoted to work with the Signature Clients Group in 2006 to grow the market share of PDAs, and OEM products among Fortune 500 accounts. During his time in this role, he produced over \$28M in annual sales and achieved a Top 5 national ranking in global markets for total revenue by propelling application and cloud based solutions for mission-critical deployments. John was the regional SME for all channels including retail for new 3G/4G LTE technology.

Bellsouth Wireless Data – Cingular Wireless Applications Specialist

– Indirect Channel Manager

Bellsouth Technology Solutions

June 1996 – 2001 • 5 years

Florida

Volunteer Experience

Disaster Recovery Advisory Council

Bay Harbor Islands, Florida

group 20 • group 35 • 2 yrs • month Disaster • group 10 • group 10 • group 10

Personal help for this great cause

Ronald McDonald House Charities of Fort Lauderdale

group 20 • Present • years • month Social Service

I try and make an effort to come out and support this group a couple of times personally or with other co-workers at ATT

Skills & Endorsements

Join LinkedIn to see John's skills, endorsements, and full profile

Join now

Courses

AT&T Mobility

- 60+ Certifications at ATT/Bellsouth, Microsoft, Research in Motion, Blackberry, Microsoft and The Novorfall Group and External Vendors
- Wireless Internet from IP to UMTS LTE and Beyond

AT&T IoT

- Achieving Peak Performance
- Navigating Through Change

Bellsouth Technology Solutions

- SPIN Situation Problem Implication Need

Honors & Awards

LinkedIn

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AT&T

2011

Top Regional producers across all metrics.
San Francisco

Sell 2 Excell 2012

AT&T

2011

Regional Sales Leader Mobile Applications in Solutions Florida. Las Vegas Run through the warehouse.

Mobile Application Sales Leader Signature Group 2008

AT&T

2008

Access to Management Milestones 2004

Bellsouth

2004

Circle of Excellence**Mobile Application Regional Sales Lead Signature Group 2007**

AT&T

Languages**English**

Full professional proficiency

Spanish

Full professional proficiency

Recommendations

A preview of what LinkedIn members have to say about John:

I worked with John for 3 years in his role as a Mobility Applications Consultant, during that time I worked with several of his peers as well as their leadership and...

[See more](#)

John is a dynamic, energetic and inspiring sales leader. His can do attitude combined with his technical expertise helps customers find the right solution for their...

[See more](#)

Sign up to see who recommended John

View John Corral's full profile to:

- See who you know in common
- Get introduced
- Contact John Corral directly

[View John's Full Profile](#)

Not the John you're looking for? [View more](#)



THE ADVANCED PSYCHOTHERAPY INSTITUTE

1045 Kane Concourse - Suite 215
Bay Harbor Island, Florida 33154

BACKGROUND SUMMARY:

Doctor of Philosophy in Pastoral Psychology
Master of Science degree in Counseling and
Development with extensive professional
experience in Family Counseling and
Addiction Treatment. Facilitating individual
couple, group and family psychotherapy.
Participating in program development,
implementation and training. Presentation of
educational lecture. Workshops for private
industry and federal agencies. EAP Services.
Disaster/Trauma Debriefing.

PROFESSIONAL EXPERIENCE:

1987 to
Present

Private Practice
Population Treated: DSM IV Diagnosis,
individual, couples, family, children and
groups. Educational lectures and stress
reduction workshops. EAP Services, Debriefings.

1990 to
Present

Behavioral/Factors, inc. - Consultant
P.O. Box 47114
Washington, D.C. 20050-7114
Contact: Teri Ancellotti, Ph.D.
1-800-421-6371
Population Treated: Employee Assistance
assessments, employee and supervisory
orientation for Federal employees;
short-term psychotherapy, crisis
intervention, critical incident debriefing.
Educational lectures.

1992 to
Present

BellSouth Telecommunications - Consultant
431 N.W. 197th Avenue
Pembroke Pines, Florida 33029
Contact: David McCampbell, L.M.H.C, CEAP
(954) 436-3830
Population Treated: Employee Assistance
assessment and referral services,
supervisory consultation and training,
critical incident debriefing.

1990 to
1992

The Shores Center
North Miami Community Mental Health Center
Miami, Florida 33138
Contact: Doris G. Reichert, L.C.S.W.
(520) 760-6656
Population Treated: DSM IV Diagnosis
Psychotherapy with individuals, families,
children and groups. DUI groups and out-
patient chemical dependency treatment.
Community outreach and lectures with focus
on parenting and stress reduction skills.

1987 to
1990

Mount Sinai Medical Center
Addiction Treatment Program
Miami Beach, Florida 33140
Contact: John C. Eustace, M.D., Medical Director
(305) 273-7772
Population Treated: Inpatient and Outpatient
chemical dependency individual and group
psychotherapy. Family group psychotherapy.
Program Development, implementation and training.

EDUCATIONAL
BACKGROUND:

Ph.D., Pastoral Psychology
The Evangelical Episcopal University,
Elpis Theological Seminary
20954 S.W. 85th Passage
Miami, Florida 33189
Contact Person: John Hope, Sr., Ph.D.
(305) 251-2360

M.S., Mental Health Counseling
Minor: Marriage and Family Therapy
St. Thomas University
Miami, Florida 33054

B.S., Business Administration
Major: Management
Florida Memorial College
Miami, Florida 33054

Certificate of Completion
Chemical Dependency Training Program
Broward Community College
Fort Lauderdale, Florida 33301

Hypnosis Training and Certification
Richard P. Maulion, M.D.
The Rose Institute School of Hypnosis
Ft. Lauderdale, Florida 33316

LICENSES: State of Florida L.M.H.C. MH#2420

CERTIFICATIONS:

National Certified Counselor #31005
Master Addiction Counselor #31005
Certified Employee Assistance Professional #028574
Certified Clinical Hypnotherapist #1428
Certified Substance Abuse Professional
Registered Traumatologist

FOREIGN

LANGUAGES: Fluent in Spanish and understands Swedish

PUBLIC

APPEARANCES: Guest speaker on local Spanish television and
radio talk shows, in which stress management
and recovery from addictions were featured.

REFERENCES: Upon request

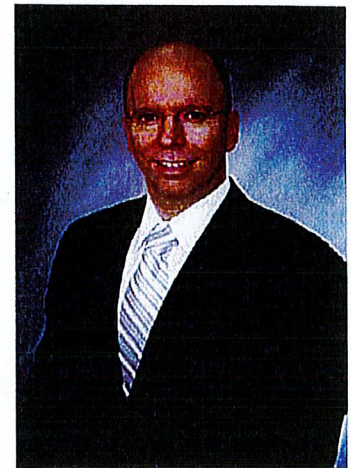


GIVNER
— LAW GROUP —

J. JOSEPH GIVNER

jgivner@givnerlawgroup.com

J. Joseph Givner is a trial and transactional attorney whose work is devoted to complex commercial matters. He is A/V rated by Martindale Hubbell®, the highest available rating and has been recognized by The Best Lawyers in America® and Florida Super Lawyers. Mr. Givner was also a finalist for Dealmaker of the year in Corporate Finance through the Daily Business Review. Over his twenty seven years of practice, Mr. Givner has represented a wide range of clients including publicly traded corporations, private companies and individuals. Mr. Givner who is fluent in Spanish, is engaged regularly by both foreign and domestic clients.



Mr. Givner has brought and defended claims in a broad spectrum of commercial areas including, among others: real estate, corporate, shareholder disputes, franchising, duty free transactions, construction disputes, securities, commodities, labor and employment, insurance, contracts, the Uniform Commercial Code, products liability, and zoning.

Mr. Givner has represented clients and negotiated agreements throughout the world in a wide array of commercial transactions including mergers and acquisitions, private placements, financings, real estate development, partnerships, joint ventures, corporate organizations, employment, non-competition, purchase and sale of commercial and residential real estate, leases, concession agreements, franchises, and the licensing of software and other intellectual property.

Mr. Givner is a member of the Dade County Bar, American Bar, North Dade Bar, Florida Bar, the United States District Court for the Southern District of Florida and the United States Court of Appeals for the Eleventh Judicial Circuit. He is also a sponsor of the Entrepreneurs' Organization South Florida Chapter.

Mr. Givner graduated with honors from Columbia University in 1986 and received his law degree with honors from Harvard Law School in 1989. Following graduation, Mr. Givner served as law clerk for the Honorable Sydney M. Aronovitz, United States District Judge for the Southern District of Florida. After his clerkship, Mr. Givner joined the Miami law firm of Bilzin Sumberg Dunn Price & Axelrod LLP where he became a shareholder and practiced complex commercial litigation, real estate and corporate law for 10 years. In 1999, Mr. Givner established Jacob J. Givner, P.A., in 2006 formed the law firm of Higer Lichter & Givner, LLP, and in 2016 changed the entity name to Givner Law Group, LLP.

Edward Kazanjian

10350 West Bay Harbor Drive, 8 TUV | 305-582-9659 | Edjoy@aol.com

February 1, 2019

Marlene M. Siegel, CMC
Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Dear Marlene:

In 2006 my wife and I moved to Bay Harbor from Miami Beach. Our daughters, Dena and Melissa Willman had apartments on the Island. We fell in love with the community immediately. Over the past few years, I have watched with great interest the development and growth of the Island.

My professional career has been in commercial real estate development. I recently liquidated my holdings and find I have some free time. I would like to offer to assist on any committee you think would be appropriate.

Sincerely,
Eddie Kazanjian

EDWARD KAZANJIAN

10350 West Bay Harbor Drive, Apartment 8 TUV, Bay Harbor Islands, Florida

Email edjoy@aol.com Phone 305582-9559

I have been a resident and property owner in Bay Harbor Islands for the past 14 years. My daughters and their families live on the Island. My grandsons both attend Ruth K. Broad Elementary.

EXPERIENCE

1981 TO 2016

PRESIDENT, WELLINGTON REALTY

A real estate company with holdings in Boston, MA and Pompano, FL. Specializing in small commercial warehouses and office space.

- Building from concept to completion, land acquisition, zoning, permitting, architectural design, building construction and tenant lease negotiation.
- Property management.
- Commercial office condo formation and management.
- Code compliance.

1997 – PRESENT

BOARD MEMBER, CONDO BOARD

- LA COSTA CONDOMINIUM MIAMI BEACH 1997 TO 2005
- ISLAND POINTE CONDOMINIUM, BAY HARBOR ISLANDS 2006- PRESENT

EDUCATION

MAY 1967

SOUTH HAMPTON COLLEGE LONG ISLAND UNIVERSITY

BA BUSINESS ADMINISTRATION

SKILLS

- Negotiated the settlement of lawsuits and
- Negotiated the sale of four homes for the condo
- Property Management, the ongoing delivery of the candidate to finish
- Budget Oversight
- Building Renovations

Greg Lehman
9302 E Bay Harbor Drive, Apt 204
Bay Harbor Islands, FL 33154
(952) 381-7308
gglehma@gmail.com

September 11, 2018

To Whom It May Concern:

I read about the need to fill vacancies in the Sustainability and Resiliency Committee in a recent copy of the Bay Harbor Islands newsletter. I would like to volunteer for the Sustainability and Resiliency Committee.

I am interested in the well-being of our community. I have been to the Bay Harbor Islands city hall regarding inquiries into how to clean some of the debris and detritus from Indian Creek. I have experience being on two different school boards simultaneously. I will be a volunteer at the beach cleanup in Surfside this Saturday through the International Intercoastal Cleanup organization. I am taking classes in Surfside's Citizen's Police Academy. I sent an email earlier today to inquire to the Bay Harbor Islands city hall to determine if the Town Hall meetings can be attended by members of the public. I am a registered voter.

In my background, in addition to the school board positions, I have also been a project and team leader at work, I was an active member of a committee of an organization that I used to volunteer with, for 16 years. I have an MBA, during which I lead group presentations and an large improvement consultation project for a local community charity.

My resume, which is attached to my email, contains additional information on my experience and skills. I can be reached any time at my cell phone number: (952) 381-7308.

Sincerely,

Greg Lehman

Gregory Lehman

Bay Harbor Islands, FL 33154
www.linkedin.com/in/greg-lehman-86248435

(952) 381-7308
gglehma@gmail.com

EXPERIENCE:

Berkley Technology Underwriters *Technology Support Specialist*

Minneapolis, Minnesota
March 2015 – present

- Support workstations, applications, mobile, VoIP telephony, audio visual and facilities.
- Administrate workstations with PowerShell 4.0. Write and execute commands.
- Update SharePoint production data with SQL Server Management Studio 2016 query scripts.
- Fine-tune, test, customize, update, troubleshoot workstation builds and application settings.
- Manage workstation and software upgrade projects. Maintain project deadlines.
- Research and implement solutions to unresolved software and hardware issues.
- Utilize ServiceNow (ITIL) for incident and problem ticket research and resolution
- Maintain, update and improve OneNote knowledgebase and software licensing documentation.

Children's Hospitals and Clinics, Children's Health Network *Medical Call Center Representative – Team Lead*

Edina, Minnesota
August 2000 – present

- Serve as Medical Representative Team Lead. Resolve data input issues as they arise.
- Lead, train, advise, correct and teach medical representatives and nurses.
- Accurate input of data from incoming calls medically sensitive, page client staff.
- Assign medically sensitive severity code to incoming calls and escalate per guidelines.

Independent School District #272 *School board member, publicly elected*

Eden Prairie, Minnesota
January 2016 –present

- Represent, lead, and serve the stakeholders of Eden Prairie schools.
- Write new policies and monitor existing policies.
- Work on community engagement, policy and board development committees and projects.
- Supervise and work with the school district superintendent and administrative staff.
- Monitor district finances, student performance. Use of Robert's Rules of Order.
- Minnesota Chapter 13D Open Meeting Law. Governance management. Apply state law.
- Consult with district staff regarding needs. Volunteer, participate in school functions and events.
- Use BoardBook.org website to access business meeting documentation.

Intermediate School District #287 *Board member, representing the Eden Prairie school district*

Plymouth, Minnesota
January 2018 –present

- Represent the Eden Prairie school district's interests, as a stakeholder.
- Monitor existing policies, district finances and student performance.
- Supervise and work with the school district superintendent and administrative staff.
- Minnesota Chapter 13D Open Meeting Law. Governance management. Apply state law.
- Use BoardBook.org website to access business meeting documentation.

Hennepin County *Desktop Support Specialist Tier II*

Minneapolis, Minnesota
November 2013 –February 2015

- Troubleshoot and resolve escalated software and hardware issues.
- Assist Information Security and Developers and business line support with long-term solutions.
- Train users on proper use of Windows 7 laptops, and upgraded applications.
- Project work upgrading workstations from XP to Windows 7 company-wide.
- Wireless device troubleshooting and configuration.
- Serve as liaison between end users and business line IT staff.
- Enforce company technology policies.

Infotree - Eaton *Infrastructure Support Contractor*

Eden Prairie, Minnesota
September 2013 – November 2013

- Administer VPN and wireless support; remote site support and connectivity troubleshooting.
- Manage, workstation documentation and tracking with ITSM product Remedy.
- Manage workstation software updates and patching with Microsoft SCCM.
- Administer workstations using NetIQ DRA AD administrator. Run reports.
- Upgrade workstations operating systems, edit and manage BIOS settings.
- Manage workstation inventory and data transfers.
- Administer CutePDF, Outlook, Communicator and CAD applications support.

U.S. Bancorp / Syncada LLC*Infrastructure Engineer / Project Coordinator/ IT Generalist*

Minneapolis, Minnesota

November 1998– August 2013

- Application, desktop, server, remote workstation and telephony support.
- Project coordinator for telephony site conversion projects, vendor contact, schedule meetings.
- Perform VPN and wireless support, remote site support and connectivity troubleshooting.
- Install, configure, maintain and repair PC, laptop, server, printer and video equipment.
- Troubleshoot connectivity issues on routers, switches, LAN/WAN, PC, server, printer, LAN.
- Re-image PC's using DOS tools, image batch files, Ghost, Winserver, CMF, AD, Marimba, Internet, PXE builds and using physical media.
- Perform connectivity troubleshooting on circuits through the MPOP, punch-blocks and WAO's.

SKILLS:

ITIL, PowerShell 4.0, Outlook, SQL Server Management Studio 2016, SharePoint, Cisco AnyConnect, Bitlocker, OneNote, DameWare, Cisco Jabber, Duo Security, Active Directory, Windows, mobile and tablet support, executive support, eCentaurus, Avaya One-X, Microsoft Office, ServiceNow, VoIP.

EDUCATION:

Augsburg College - Minneapolis, Minnesota. MBA, International Business. August 2013.

Augsburg College - Minneapolis, Minnesota. BA, International Business, MIS, German. May 1994.

Minneapolis Community & Technical College – Minneapolis, Minnesota. Spanish, Portuguese.

St Mary's University – Minneapolis, Minnesota. Project Management, Finance 2005 – 2006.

CERTIFICATIONS:

ITIL v3 Foundation, CompTIA A+, CompTIA Network+, Novell CNE and Novell CNA v4 and 5.

**VOLUNTEER
ACTIVITIES:**

<i>Eden Prairie school district #272, various schools and functions</i>	<i>2005 – present</i>
<i>Feed My Starving Children</i>	<i>2005 – present</i>
<i>Knollwood Christian church trustee, missions committee, mission trips</i>	<i>2003 – Present</i>
<i>Eden Prairie high school, career roundtable speaker</i>	<i>2015 – 2018</i>
<i>The Colony at Eden Prairie, assisted living</i>	<i>2017</i>
<i>Matter (health recycling non-profit)</i>	<i>2017</i>
<i>Eden Prairie high school, intramural soccer referee</i>	<i>2016 – 2017</i>
<i>Samaritan's Purse, Operation Christmas Child package assembly</i>	<i>2014 – 2015</i>
<i>Project for Pride in Living</i>	<i>2014 – 2015</i>
<i>Eden Prairie Soccer Club, Eden Prairie Soccer Association</i>	<i>2011 – 2012</i>
<i>Habitat for Humanity, US Bank's A Brush with Kindness program</i>	<i>2003 – 2011</i>

Marlene Siegel

From: Vincent Martino <vmartinobhi@gmail.com>
Sent: Wednesday, May 30, 2018 8:15 PM
To: Marlene Siegel
Cc: Stephanie Bruder
Subject: Sustainability & Resiliency Committee

Dear Marlene,

I would like to be a part of the new S&R Committee.

Please consider this as my formal request.

As the former Chair of the Environmental Committee I am very excited about our town's new committee and look forward to hearing back from you regarding my interest to serve.

Please let me know if a resume is a requirement to be considered for the committee and I will be happy to email you one.

Kind regards,

Vincent Martino
1050 93rd Street, 7H
305-333-9218

Sent from my iPhone

Total Control Panel

[Login](#)

To: msiegel@bayharborislands-fl.gov [Remove](#) this sender from my allow list
From: vmartinobhi@gmail.com

You received this message because the sender is on your allow list.

Email disclosure: Please note: Florida has a very broad public records law. Most written communications to or from local officials regarding town business are public records, and are available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

Sabina Sara Osman

9655 West Broadview Dr. • Miami Beach, FL 33154

(786)-925-9475 • sabina@unlitter.org

EDUCATION

Masters of Science, Business Management

Hough Graduate School of Business, *University of Florida*, Gainesville, Florida

Bachelor of the Arts: Sustainability Studies

University of Florida, Gainesville, Florida

Minors: Climatology & Meteorology, Anthropology

PROFESSIONAL EXPERIENCE

Entrepreneur, UNLITTER LLC

- Organized over 50 events in a 4 month span in order to spread environmental consciousness
- Implemented programs to reduce waste at local bars and restaurants in Gainesville, Florida
- Established project management teams to institute various dimensions of “unlitter”
 - Unlitter Yourself, Unlitter Society, & Unlitter the Planet

Sustainability Intern, Perry Ellis International, Gainesville, FL

- Instituted programs to reduce carbon footprint in offices, warehouses, retail store, and throughout the manufacturing and shipping processes.
- Assisted in communications and education sustainability efforts through recycling trainings for employees, spreading environmental awareness via bulletins and posters, employee engaging activities, etc.

Climatology Research Assistant, University of Florida, Gainesville, FL

- Research was presented in San Francisco in April 2016 at the Association of American Geographers Conference
 - Paper submitted for review and publishing to Climate Research, a renowned environmental journal.
- Utilized ArcGIS to classify anomaly maps with different degrees of drought and performed spatial analysis calculations on regions with similar drought conditions in order to highlight key impacted areas.

Ethnographic Research Assistant, Fiji Islands

- Assessed the socioeconomic effects of tourism on indigenous Fijian culture by conducting research through formal interviews and participant observation.

Volunteer, Pacific Science Institute, Maui Hawaiian Islands

LEADERSHIP EXPERIENCE

Surf Club Vice President, University of Florida, Gainesville, FL

- Managed an annual budget, organized fundraisers, created and sold club merchandise

LANGUAGES – CERTIFICATIONS – AWARDS

- Fluent in Hebrew & conversational Spanish; Familiar with GIS (Global Information Systems), Certified PADI Rescue Diver
- 2018 Champion of Change Award, University of Florida Office of Sustainability
- 2017 Female Student Athlete of the Year, University of Florida

INTERESTS

- Sustainability, Renewable Energy, Waste Reduction, Surfing

**SUSTAINABILITY &
RESILIENCY COMMITTEE
2019 - 2021**

**NEW INTERESTED
RESIDENTS
INFORMATION**

Silvia Brownlow
1085 98 TH ST. APT 3
Bay Harbor Islands, FL 33154

July 18, 2019

To Marlene M. Siegel
Bay Harbor Town Hall

Dear Marlene, I am submitting this letter with the intention of being elect it to serve on a Citizen Committee as a volunteer in our town.

I will be willing to participate in; "Parks and Recreation" or "Sustainability and Resiliency".

I am excited by the idea of working in Community Projects and helping the local because since I move to this town I felt in love with this beautiful island and with the people who live in it. Everyone is being very welcoming, open mind it and nice with me since I move less than 6 month ago.

I would like to have the opportunity to give back to the community that was given to me.

My skills and qualifications I think would benefit the town in a variety of ways.

Here are some of my Highlights:

- I speak Spanish, English and Italian.
- I experience living in different places with different cultures.
- I am very flexible.
- Good team worker.
- Love to brain storm.
- I am very creative.
- Think out of the box.
- I believe in process not in perfection.

My hobbies are: listen audiobooks, travel, cook and paint mandalas.

I would be glad to share my mandalas techniques doing classes for kids or adults.
Free. That is my passion.

I enclose my resume with three letters of recommendation.

I look forward to arranging time to meet you in person and discuss any question/s
you have.

If you have any questions, please reach me at 925-3394759.

Silvia Brownlow

Silvia Brownlow
925-3394759
s.brownlow@icloud.com

HIGHLIGHTS OF QUALIFICATION

- Bilingual Spanish and English
- Excellent case management skills
- Ability to handle multiple tasks
- Extensive experience working with diverse population
- Developmentally disabled adult care

PROFESSIONAL EXPERIENCE

COUNSELOR/CASE MANAGER

- 1-Conducted intakes and assessments.
- 2- Responsible for referring clients to other agencies/resources.
- 3- Facilitated support groups.
- 4- Provided group and individual counseling.

CHILD DEVELOPMENT

- 1-Develop curriculum and age appropriate activities for preschool.
- 2-Work directly with families and states to ensure the well-being of the child.
- 3-Conducted home visits.
- 4-Planned daily projects and activities.

PROGRAM COORDINATION

- 1-Responsible for community outreach and program coordination with agencies.
- 2-Planned group and recreational activities for disabled clientele.
- 3- Maintain accurate records/documentation.

EMPLOYMENT HISTORY

- 2007-2009 Preschool teacher, La Petite Academy, San Ramon, Ca
2000-2004 Counselor/Job coach for disabled, Fox vocational Services, San Francisco, CA.
1998-2000 Pregos, San Francisco, CA
1990-1992 Social Work, Servicio de acogida infantil, Barcelona, Spain.
1985-1992 Preschool teacher, Colegio Sagrado Corazon, Barcelona, Spain.

VOLUNTEER HISTORY

- 2012-2013 Montevideo elementary School, Library Aid teacher, San Ramon, CA.
2011-2012 Montevideo elementary School, supervisor in the Cafeteria and kids playground.
1992-1993 La Raza Information Center, San Francisco, Ca.

EDUCATION

- Social Work Degree, Escuela universitaria de Barcelona, Spain.
Preschool Teacher Degree, Colegio Sagrado Corazon, Barcelona.
High School Certificate, San Francisco.
Equivalency Degree of social Work on USA, for Counsel of Social work education, Virginia 2004
Community College San Francisco, 54 Units
Diablo Valley College, 15 Units, Early Childhood Education.
California State, East Bay, addiction Studies, 12 units.

Marlene Siegel

From: Silvia Brownlow <s.brownlow@icloud.com>
Sent: Thursday, July 18, 2019 12:55 AM
To: Marlene Siegel
Subject: 3 recommendations letters

Hello , my name is Silvia Brownlow, I just send you my Resume. This is for a volunteer position that I am interested. Thank you.

You will receive my interest letter before the deadline.
Have a great day.

Please, if you have any questions call me at (925) 339-4759.
Sincerely:

Silvia Brownlow



San Ramon Valley Unified School District
Montevideo School
Sharon Keeton, Principal

13000 Broadmoor Drive • San Ramon, CA 94583 • (925) 803-7450 • (Fax) (925) 828-1727

March 23, 2012

To Whom It May Concern:

This letter is being written to acknowledge the volunteer work of Silvia Brownlow at Montevideo Elementary School.

Mrs. Brownlow has been a lunchtime supervisor in our cafeteria and on our playground two times a week during this past year. She interacts well with children in that capacity, and we have appreciated her volunteer efforts at our school. When other volunteer opportunities arise, Mrs. Brownlow is very willing to help out at school.

Sincerely,

A handwritten signature in black ink that reads "Denys Voorhees". The signature is written in a cursive, flowing style.

Denys Voorhees, Office Manager

FOX VOCATIONAL SERVICES

1100 Geneva Avenue, San Francisco, CA 94112

Telephone: (415) 587-4015

Fax: (415) 587-5240

Re: BROWNLOW, Silvia

To whom it may concern:

The following is verification of Ms. Silvia Brownlow's employment duties at Fox Vocational Services.

Ms. Brownlow's job title is Counselor/Job Coach. On a daily basis she supervises and teaches a group of three developmentally disabled adults job and community integration skills. She develops each client's Individual Service Plan (ISP) which addresses work, community integration, and self-care goals; she keeps daily records ranging from attendance to data collection, as well as program/progress notes; she writes an annual evaluation on each of her clients; she works closely with each of her client's residential service provider, whether a family member or a licensed professional; she participates in a multidisciplinary team approach to meeting her clients' needs; she develops, implements, and coordinates each client's monthly activities identified as necessary to meet those needs; and she maintains effective working relationships with each of her client's social workers. Ms. Brownlow also provides a bilingual, bicultural approach to working with her Spanish-speaking clients and their families.


HILARY GOLD, M.P.A.

Executive Director

July 2001

DIABLO VALLEY COLLEGE

321 Golf Club Road, Pleasant Hill, California 94523

DVC (925) 685-1230

June 15, 2011

To Whom It May Concern,

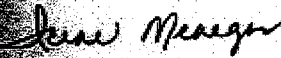
It is a pleasure to recommend Silvia Brownlow, a student of mine this past semester in my English 95A class, College Level Writing for Students in Addiction Studies. Silvia is a conscientious, hard-working student who is very self-directed and genuinely interested in learning. She was an asset in class, asking good questions and participating enthusiastically in group discussions and class activities. She didn't hesitate to ask for help from others in her group or from me when she needed it, and she was most willing to assist other students when they needed help.

English 95A is an intensive four-unit class that is designed to help mature students, returning to college after a significant absence, gain the reading, writing and study skills necessary to succeed in college. The class is associated with a certificate program that trains students who wish to become counselors for people who struggle with addiction. For most students in the class, this is the first college English class they have ever taken. The heavy workload is difficult for all students and overwhelms about thirty percent of them who have to drop the class because they are unable to keep up with the demands of the course. In thirteen weeks, students are required to read several essays along with one full-length work and to write several analytical essays that range from two to six pages in length. During class, students work in small groups to discuss materials they have read and to provide assistance for each other in the revising process of their essays. Students' written work is evaluated on the basis of their analytical reasoning ability, the organization and development of their essays, as well as on the grammatical and syntactical proficiency of their writing. In addition to the reading and writing assignments, students are required to complete an online study skills program independently.

Silvia was the only non-native English speaker in this class. Nevertheless, she performed very well, keeping up with all the assignments and earning above average scores on them. Although she had difficulty using the computer to write her assignments, download class work from our website, and complete the online modules, she persevered and made significant improvement. And even though writing in English at this advanced level was difficult for her, Silvia put in the time and effort necessary to succeed despite the heavy demands of other classes and her many responsibilities outside of school. As a result of her hard work, Silvia's writing showed a great deal of improvement, and she has become much more comfortable writing at this level of English. Her final essay and final exam both show how much she has progressed, each showing considerable insight, depth of thought and fluency. She is well-prepared for the courses that she will take to complete the program and the Associate of Arts degree.

During the term, Silvia came to see me and called me on several occasions to discuss her work, so I got to know her more than some other students who prefer to remain more distant. She is warm, bright, and compassionate. She is well-suited to a career working with others since she has a very giving nature. She is very responsible and a pleasure to work with. I recommend her enthusiastically and without reservation. She will be an asset to any group she joins.

Sincerely,



Irene Menegas,
English Professor
Diablo Valley College
imenegas@dvc.edu

To Whom It May Concern,

Sylvia Brownlow has been working at La Petite Academy since September 25, 2007 to June 10, 2009. She has been working with our toddlers as well as ages 2-12. She is a reliable and punctual employee and helps out where needed. During our morning and closing circle times Sylvia taught the children Spanish. We will surely miss her and all she does for our academy.

Should you need any further assistant please feel free to contact me.

Sincerely,



*Tara Thompson
Academy Director*

Marlene Siegel

From: Silvia Brownlow <s.brownlow@icloud.com>
Sent: Thursday, July 18, 2019 1:10 AM
To: Marlene Siegel
Subject: Nami California

Nami California stands for Nacional Alliance on mental Health . The last couple years, 2017 and 2018 I have been involved in this organization helping the community to understand the illness and breaking the stigma. I help families giving support specially in a group basis. Showing them what resources were available.

Attached is a Pilot Course that I attend and I certificare of appreciate for my services and contribution.

I thought that you may use that information.

Sincerely:

Sílvia Brownlow



Sent from my iPhone

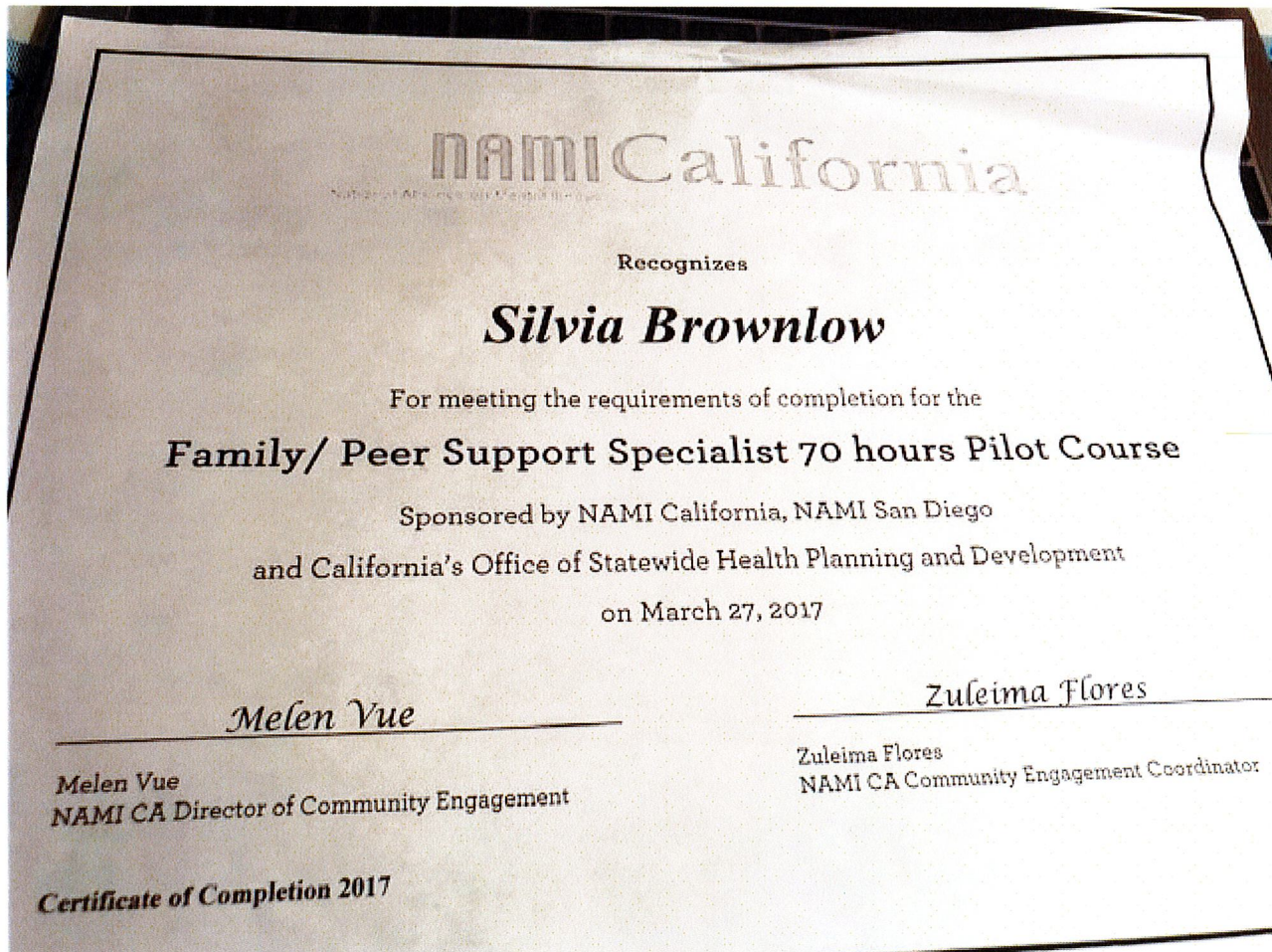
Marlene Siegel

From: Silvia Brownlow <s.brownlow@icloud.com>
Sent: Thursday, July 18, 2019 1:15 AM
To: Marlene Siegel
Subject: Peer support Specialist course

I am sorry, I forgot to adjust the Nami California course in my last email.

Thank you

Silvia Brownlow's



Sent from my iPhone

From: [Marlene Siegel](#)
To: [Eric Rappaport](#)
Cc: [Alba Chang](#)
Subject: FW: Resilience Committee
Date: Tuesday, July 30, 2019 4:26:51 PM
Attachments: [image005.png](#)
[image006.png](#)

Good afternoon.

I spoke to you some time ago about your interest in joining the above committee. I never received your resume. If you are still interested please send me your resume or letter of interest (if you don't have one) explaining your experience and qualifications.

If you are no longer interested, please respond to this email and let me know.

Thank you.

Marlene M. Siegel, CMC
Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Office: 305-866-6241
Fax: 305-866-4863
E-mail: msiegel@bayharborislands-fl.gov
Website: <http://www.bayharborislands-fl.gov>
 <https://www.facebook.com/msiegelbhi>

Virtually nothing is impossible in this world if you just put your mind to it and maintain a positive attitude. Lou Holtz

From: Marlene Siegel
Sent: Wednesday, February 27, 2019 4:19 PM
To: 'Eric Rappaport' <ezrapp@gmail.com>
Cc: Alba Chang <achang@bayharborislands-fl.gov>
Subject: RE: Resilience Committee

Thank you. It's good to hear from you and have your contact information. Should a spot become available, I will contact you.

Could you send me your resume so that I have it on-file to use in case there's a vacancy?

Thanks again.

Marlene M. Siegel, CMC
Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Office: 305-866-6241
Fax: 305-866-4863
E-mail: msiegel@bayharborislands-fl.gov
Website: <http://www.bayharborislands-fl.gov>
 <https://www.facebook.com/msiegelbhi>

Virtually nothing is impossible in this world if you just put your mind to it and maintain a positive attitude. Lou Holtz

From: Eric Rappaport <ezrapp@gmail.com>
Sent: Wednesday, February 27, 2019 2:33 PM
To: Marlene Siegel <msiegel@bayharborislands-fl.gov>
Subject: Resilience Committee

Hi Marlene,

It was good speaking with you in your office last Friday in regards to the newly formed BHI Resilience Committee. I am able to volunteer if needed and interested to learn more about the parameters and responsibilities of this committee.

Thank You - Eric Rappaport

Total Control Panel

[Login](#)

To: msiegel@bayharborislands.net

Message Score: 1
My Spam Blocking Level: High

High (60): **Pass**
Medium (75): **Pass**
Low (90): **Pass**

From: ezrapp@gmail.com

[Block](#) this sender
[Block](#) gmail.com

This message was delivered because the content filter score did not exceed your filter level.

Email disclosure: Please note: Florida has a very broad public records law. Most written communications to or from local officials regarding town business are public records, and are available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

AGENDA ITEM REPORT

August 12, 2019

ITEM NUMBER: 3.

ITEM: Approval of the April 8th, 2019 Organizational Meeting.

DESCRIPTION:

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
 Marlene Siegel, Town Clerk

ATTACHMENTS

1. 4-8-19 Org Meeting DRAFT

**TOWN OF BAY HARBOR ISLANDS
MINUTES OF AN ORGANIZATIONAL MEETING**

An Organizational Meeting of the Town Council was held on Monday April 8th, 2019 at 7:03 p.m. in the Council Chambers. Upon roll call the following members responded:

Mayor Stephanie Bruder	
Vice Mayor Joshua Fuller	Council Member Jordan Leonard
Council Member Kelly Reid	Council Member Isaac Salver
Council Member Elizabeth Tricoche	Council Member Robert Yaffe

Item 1. Distribution of Annual Salaries to the Town Council.

ACTION: Council Member Leonard made a motion to donate the Town Council Annual Salaries to the Ruth K. Broad K-8 Center Parent Teacher Association. Vice Mayor Bruder seconded the motion and it passed unanimously.

Item 2. Acceptance of the Certification of Elections presented by the Town Clerk as Supervisor of Elections and Canvassing Board Member.

ACTION: Council Member Leonard made a motion to accept the Certification of Elections as presented. Mayor Bruder seconded the motion and it passed unanimously.

Item 3. Administration of Oath of Office to the newly elected Council Members. the Oath of Office will be administered by Deputy Town Clerk, Alba Chang.

Deputy Town Clerk Chang administered the Oath of Office to newly elected Council Members Isaac Salver and Robert Yaffe.

Item 4. Selection of a Mayor by the Town Council

ACTION: Council Member Leonard made a motion to select Council Member Bruder as Mayor. Council Member Tricoche seconded the motion and it passed unanimously.

Item 5. Selection of a Vice Mayor by the Town Council.

ACTION: Mayor Bruder made a motion to select Council Member Fuller as Vice Mayor. Council Member Leonard seconded the motion and it passed unanimously.

Item 6. Administration of Oaths of Office to the Mayor and Vice Mayor. These oaths will be administered by Deputy Town Clerk, Alba Chang.

Deputy Town Clerk Chang administered the Oath of Office to Mayor Stephanie Bruder and Vice Mayor Joshua Fuller.

Item 7. Consideration and Approval of a Resolution re-appointing the Town Clerk and Deputy Town Clerk. The resolution reflects the current appointments of Marlene M. Siegel and Alba L. Chang.

ACTION: Council Member Yaffe made a motion to approve the re-appointments of the Town Clerk and the Deputy Town Clerk. Council Member Leonard seconded the motion and it passed unanimously.

Item 8. Consideration and Approval of a Resolution re-appointing the Town Attorney and Assistant Town Attorneys. The current resolutions reflect the current appointment of Craig B. Sherman as Town Attorney, with Drew B. Sherman and Frank Simone as Assistant Town Attorneys.

Council Member Yaffe requested for the item be deferred to the May Regular Council Meeting and asked for Town Attorney to update the retainer agreement.

Item 9. Administration of oaths of office to the Town Clerk, Deputy Town Clerk, Town Attorney and Assistant Town Attorneys. These oaths will be administered by the Mayor.

Mayor Bruder administered the Oath of Office to Deputy Town Clerk Chang.

Item 10. Consideration and Approval of a request by Miami Dade County League of Cities to designate a Director and an alternate Director to serve on the Board of Directors for a period of one year.

ACTION: Council Member Salver made a motion to designate Council Member Yaffe as the Director and Council Member Tricoche as the Alternate Director. Vice Mayor Fuller seconded the motion and it passed unanimously.

There being no further business to discuss meeting was adjourned at 7:14p.m.

MAYOR

ATTEST

TOWN CLERK

AGENDA ITEM REPORT

August 12, 2019

ITEM NUMBER: 4.

ITEM: Consideration and Approval of a **resolution** authorizing the Town Manager to enter into a Statewide Mutual Aid Agreement with the Florida Division of Emergency Management to provide emergency aid and assistance in the event of a disaster or emergency. Enclosed is a copy of the agreement.

DESCRIPTION:

The proposed Mutual Aid Agreement with the Florida Division of Emergency Management is to provide emergency aid and assistance in the event of a disaster or emergency. This agreement is in effect for one year and shall automatically renew each year after its execution.

Enclosed is a copy of the resolution and Statewide Mutual Aid Agreement.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
 Juan C Jimenez, Town Manager

ATTACHMENTS

1. Resolution FEM - MAA
2. 2018 FEM -MAA Letterhead Update 19

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE A STATEWIDE MUTUAL AID AGREEMENT WITH FLORIDA DIVISION OF EMERGENCY MANAGEMENT TO PROVIDE EMERGENCY AID IN THE EVENT OF A DISASTER.

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivision within the State; and

NOW THEREFORE, be it resolved by the Town Council of the Town of Bay Harbor Islands that:

Section 1. In order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster, the Town Manager is hereby authorized to execute the Statewide Mutual Aid Agreement with the Florida Division of Emergency Management.

Section 2. If any provision, section, phrase or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

Section 3. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

PASSED and ADOPTED this 12th day of August 2019.

STEPHANIE BRUDER
MAYOR

ATTEST:

MARLENE M. SIEGEL
TOWN CLERK



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS
Governor

JARED MOSKOWITZ
Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT (“Division”) and the local government signing this Agreement (the “Participating Parties”). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).

B. The “Division” is the Division of Emergency Management

C. The “Participating Parties” to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The “Requesting Parties” to this Agreement are Participating Parties who request assistance during an emergency.

E. The “Assisting Parties” to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The “State Emergency Operations Center” is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The “Comprehensive Emergency Management Plan” is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The “State Coordinating Officer” is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The “Period of Assistance” is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B) , or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
County Attorney

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
City Attorney

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

STATE OF FLORIDA SCHOOL DISTRICT,

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY, STATE OF FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

SPECIAL DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

BOARD OF TRUSTEES OF

AUTHORITY, STATE OF FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

TRIBAL COUNCIL OF THE

TRIBE OF FLORIDA

By: _____
Council Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Council

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

COMMUNITY DEVELOPMENT DISTRICT,
STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

Date: _____

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: Miami-Dade County

Mailing Address: 9300 NW 41st Street, Miami, FL 33178

Authorized Representative Contact Information

Primary Authorized Representative

Name:	<u>Frank Rollason</u>		
Title:	<u>Emergency Management Director</u>		
Address:	<u>9300 NW 41st Street, Miami, FL 33178</u>		
Day Phone:	<u>(305) 468-5403</u>	Night Phone:	<u>(786) 578-3802</u>
Facsimile:	<u>(305) 468-5401</u>	Email:	<u>frank.rollason@miamidade.gov</u>

1st Alternate Authorized Representative

Name:	<u>Charles Cyrille</u>		
Title:	<u>Division Director</u>		
Address:	<u>9300 NW 41st Street, Miami, FL 33178</u>		
Day Phone:	<u>(305) 468-5406</u>	Night Phone:	<u>(305) 310-9101</u>
Facsimile:	<u>(305) 468-5401</u>	Email:	<u>cyrille@miamidade.gov</u>

2nd Alternate Authorized Representative

Name:	<u>Nixsa Serrano</u>		
Title:	<u>Operations Bureau Manager</u>		
Address:	<u>9300 NW 41st Street, Miami, FL 33178</u>		
Day Phone:	<u>(305) 468-5410</u>	Night Phone:	<u>(786) 338-3348</u>
Facsimile:	<u>(305) 468-5401</u>	Email:	<u>nixsa.serrano@miamidade.gov</u>

*****PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR*****

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B

PART I**TO BE COMPLETED BY THE REQUESTING PARTY**

Date:		Time:		HRS		Mission No:	
		(local)					
Point of Contact:		Telephone No:			E-mail address:		
Requesting Party:				Assisting Party:			
Incident Requiring Assistance:							
Type of Assistance/Resources Needed (use Part IV for additional space)							
Date & Time Resources Needed:				Location (address):			
Approximated Date/Time Resources Released:							
Authorized Official's Name:			Signature:				
Title:		Agency:					

PART II**TO BE COMPLETED BY THE ASSISTING PARTY**

Contact Person:		Telephone No:		E-mail address:	
Type of Assistance Available:					
Date & Time Resources Available		To:			
Location (address):					
Approximate Total cost for mission:	\$				
Travel: \$	Personnel: \$	Equipment & Materials: \$	Contract Rental: \$		
Logistics Required from Requesting Party	Yes ☐	(Provide information on attached Part IV)			No ☐
Authorized Official's Name:		Title:			
Date:		Signature:		Local Mission No:	

PART III**TO BE COMPLETED BY THE REQUESTING PARTY**

Authorized Official's Name:		Title:	
Signature:		Agency:	

PART IV

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B (continued)

MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION

FEMA's SCHEDULE OF EQUIPMENT RATES

**DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY**

RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, DC 20472

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES
DECLARED BY THE PRESIDENT ON OR AFTER SEPTEMBER 1, 2017.

FEMA Code ID		Equipment Description					
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	2017 Rate
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	\$1.51
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	\$8.84
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	\$11.14
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	\$18.39
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	\$30.47
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	\$48.71
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	\$92.88
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	\$96.96
8040	Ambulance			to 150		hour	\$28.00
8041	Ambulance			to 210		hour	\$40.50
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$4.43
8051	Board, Message			to 5	Trailer Mounted.	hour	\$11.61
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	\$2.14
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	\$4.30
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	\$3.16
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	mounting hardware. Add this rate to tractor rate for total	hour	\$34.28
8064	Hydraulic Post Driver					hour	\$35.10
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	\$169.40
8066	Auger	Horizontal Directional Boring Machine	50 X 100			hour	\$31.95
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine				hour	\$36.97
8070	Automobile			to 130	Transporting people.	mile	\$0.535
8071	Automobile			to 130	Transporting cargo.	hour	\$12.32
8072	Automobile, Police			to 250	Patrolling.	mile	\$0.535
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$15.69
8075	Motorcycle, Police					mile	\$0.505
8076	Automobile - Chevy Trailblazer	6 or 8 cl		285 to 300		hour	\$22.00
8077	Automobile - Ford Expedition	Fire Command Center				hour	\$19.00
8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre		6.5-7.5		hour	\$8.20
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre		7.6-8.6		hour	\$8.50
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre		9.0-10.0		hour	\$8.51
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre		12-14.0		hour	\$9.00
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre		15-17		hour	\$9.40

8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre		18-20		hour	\$10.20
8086	All Terrain Vehicle (ATV)	Engine 400cc, 4-Wheel; 25" tyre		26-28		hour	\$11.64
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	\$12.40
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre		38-40		hour	\$13.20
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre		44-46		hour	\$14.00
8110	Barge, Deck	Size	50'x35'x7.25'			hour	\$49.10
8111	Barge, Deck	Size	50'x35'x9'			hour	\$58.70
8112	Barge, Deck	Size	120'x45'x10'			hour	\$109.50
8113	Barge, Deck	Size	160'x45'x11"			hour	\$133.75
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	\$317.54
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	\$358.65
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	\$569.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$1,094.24
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	\$31.00
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	\$31.95
8126	Swamp Buggy	Conquest		360		hour	\$39.25
8129	Compactor -2-Ton Pavement Roller	2 ton				hour	\$28.25
8130	Boat, Row				Heavy duty.	hour	\$1.44
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$12.00
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$16.50
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	\$217.20
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	\$267.35
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$325.35
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	\$358.50
8140	Boat, Tug	Length	16 Ft	to 100		hour	\$42.60
8141	Boat, Tug	Length	18 Ft	to 175		hour	\$62.55
8142	Boat, Tug	Length	26 Ft	to 250		hour	\$78.95
8143	Boat, Tug	Length	40 Ft	to 380		hour	\$196.50
8144	Boat, Tug	Length	51 Ft	to 700		hour	\$271.85
8147	Boat, Inflatable Rescue Raft	Zodiac				hour	\$1.10
8148	Boat, Runabout	1544 lbs	11 passenger capacity	190-250		hour	\$62.55
8149	Boat, removable engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	\$1.50
8150	Broom, Pavement	Broom Length	72 In	to 35		hour	\$24.50
8151	Broom, Pavement	Broom Length	96 In	to 100		hour	\$27.60
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18	Add Prime Mover cost for total rate	hour	\$6.20
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20	Add Prime Mover cost for total rate	hour	\$20.77
8157	Sweeper, Pavement			to 110		hour	\$76.70
8158	Sweeper, Pavement			to 230		hour	\$96.80
8180	Bus			to 150		hour	\$20.95
8181	Bus			to 210		hour	\$25.45
8182	Bus			to 300		hour	\$38.35
8183	Blower	Gasoline powered Toro Pro Force		27		hour	\$15.37
8184	Back-Pack Blower			to 4.4		hour	\$1.50
8185	Walk-Behind Blower			13		hour	\$6.50
8187	Chainsaw	20" Bar, 3.0 cu in				hour	\$1.40
8188	Chainsaw	20" Bar 5.0 cu in				hour	\$2.45
8189	Chainsaw	20" Bar 6.0 cu in				hour	\$2.65
8190	Chain Saw	Bar Length	16 In			hour	\$1.70
8191	Chain Saw	Bar Length	25 In			hour	\$3.45
8192	Chain Saw, Pole	Bar Size	18 In			hour	\$1.25
8193	Skidder	model 748 E		to 173		hour	\$52.70
8194	Skidder	model 648 G11		to 177		hour	\$104.30
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$115.35
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$129.35
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$136.30

8198	Bruncher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	\$187.75
8199	Log Trailer	40 ft				hour	\$9.90
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	\$8.60
8201	Chipper, Brush	Chipping Capacity	9 In	to 65	Trailer Mounted.	hour	\$16.86
8202	Chipper, Brush	Chipping Capacity	12 In	to 100	Trailer Mounted.	hour	\$24.31
8203	Chipper, Brush	Chipping Capacity	15 In	to 125	Trailer Mounted.	hour	\$35.00
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hour	\$50.10
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	\$161.89
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	\$97.00
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate.	hour	\$127.40
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	\$166.20
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	\$145.00
8220	Compactor			to 10		hour	\$15.10
8221	Compactor, towed, Vibratory Drum			to 45		hour	\$31.70
8222	Compactor, Vibratory, Drum			to 75		hour	\$22.30
8223	Compactor, pneumatic, wheel			to 100		hour	\$26.00
8225	Compactor, Sanitation			to 300		hour	\$92.75
8226	Compactor, Sanitation			to 400		hour	\$152.30
8227	Compactor, Sanitation			535		hour	\$249.75
8228	Compactor, towed, Pneumatic, Wheel		10000 lbs		Include prime mover rate	hour	\$17.00
8229	Compactor, towed, Drum Static		20000 lbs		Include prime mover rate	hour	\$15.80
8240	Feeder, Grizzly			to 35		hour	\$22.20
8241	Feeder, Grizzly			to 55		hour	\$32.45
8242	Feeder, Grizzly			to 75		hour	\$64.25
8250	Dozer, Crawler			to 75		hour	\$51.30
8251	Dozer, Crawler			to 105		hour	\$38.30
8252	Dozer, Crawler			to 160		hour	\$93.74
8253	Dozer, Crawler			to 250		hour	\$149.75
8254	Dozer, Crawler			to 360		hour	\$201.10
8255	Dozer, Crawler			to 565		hour	\$311.80
8256	Dozer, Crawler			to 850		hour	\$294.10
8260	Dozer, Wheel			to 300		hour	\$61.00
8261	Dozer, Wheel			to 400		hour	\$94.10
8262	Dozer, Wheel			to 500		hour	\$178.65
8263	Dozer, Wheel			to 625		hour	\$239.60
8269	Box Scraper	3 hitch attach for tractor; 2007 Befco				hour	\$3.50
8270	Bucket, Clamshell	Capacity	1.0 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$4.62
8271	Bucket, Clamshell	Capacity	2.5 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$8.73
8272	Bucket, Clamshell	Capacity	5.0 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$13.10
8273	Bucket, Clamshell	Capacity	7.5 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$22.40
8275	Bucket, Dragline	Capacity	2.0 CY		Does not include Clamshell & Dragline	hour	\$3.96
8276	Bucket, Dragline	Capacity	5.0 CY		Does not include Clamshell & Dragline	hour	\$9.90
8277	Bucket, Dragline	Capacity	10 CY		Does not include Clamshell & Dragline	hour	\$14.10
8278	Bucket, Dragline	Capacity	14 CY		Does not include Clamshell & Dragline	hour	\$18.65
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$18.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$34.20
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$52.70
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$153.00

8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$264.50
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$223.70
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$455.00
8287	Excavator	2007 model Gradall XL3100 III		184		hour	\$105.46
8288	Excavator	2003 model Gradall XL4100 III		238		hour	\$113.20
8289	Excavator	2006 model Gradall XL5100		230		hour	\$88.80
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	\$4.80
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	\$13.00
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	\$18.50
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	\$24.00
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	\$51.40
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gwwr lbs	99.9		hour	\$27.90
8307	Fork Lift Material handler	Diesel, CAT TH460B		99.9		hour	\$30.15
8308	Fork Lift Material handler	Diesel, CAT TH560B		99.9		hour	\$35.80
8309	Fork Lift Accessory	2003 ACS Paddle Fork				hour	\$3.46
8310	Generator	Prime Output	5.5 KW	to 10		hour	\$3.35
8311	Generator	Prime Output	16 KW	to 25		hour	\$7.45
8312	Generator	Prime Output	43 KW	to 65		hour	\$15.00
8313	Generator	Prime Output	100 KW	to 125		hour	\$34.95
8314	Generator	Prime Output	150 KW	to 240		hour	\$50.00
8315	Generator	Prime Output	210 KW	to 300		hour	\$62.45
8316	Generator	Prime Output	280 KW	to 400		hour	\$80.40
8317	Generator	Prime Output	350 KW	to 500		hour	\$90.50
8318	Generator	Prime Output	530 KW	to 750		hour	\$153.30
8319	Generator	Prime Output	710 KW	to 1000		hour	\$222.00
8320	Generator	Prime Output	1100 KW	to 1500	Open	hour	\$349.00
8321	Generator	Prime Output	2500 KW	to 3000		hour	\$533.75
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	\$403.30
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	\$511.22
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	\$495.80
8325	Generator	Prime Output	40KW	60		hour	\$14.80
8326	Generator	Prime Output	20KW	40		hour	\$13.32
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	\$43.30
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	\$46.50
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	\$67.50
8350	Hose, Discharge	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	\$0.15
8351	Hose, Discharge	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	\$0.24
8352	Hose, Discharge	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	\$0.60
8353	Hose, Discharge	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	\$0.60
8354	Hose, Discharge	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	\$0.90
8355	Hose, Discharge	Diameter	16 In		Per 25 foot length. Includes couplings.	hour	\$1.70
8356	Hose, Suction	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	\$0.30
8357	Hose, Suction	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	\$0.35
8358	Hose, Suction	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	\$1.15
8359	Hose, Suction	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	\$1.10
8360	Hose, Suction	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	\$1.70
8361	Hose, Suction	Diameter	16 In		Per 25 foot length. Includes couplings.	hour	\$3.15
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	\$14.66

8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	\$34.30
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	\$68.10
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	\$101.30
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	\$120.00
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	\$20.10
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	\$36.90
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	\$35.50
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	\$43.85
8394	Loader, Wheel	Bucket Capacity	4 CY	to 200		hour	\$59.30
8395	Loader, Wheel	Bucket Capacity	5 CY	to 250		hour	\$64.00
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	\$104.00
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	\$124.50
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	\$171.40
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	\$33.73
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft			hour	\$3.05
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft	11		hour	\$4.00
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	\$12.70
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	\$19.60
8419	Breaker, Pavement Hand-Held	Weight	25-90 Lbs			hour	\$1.10
8420	Breaker, Pavement			to 70		hour	\$57.45
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	\$85.85
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	\$116.60
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	\$4.60
8430	Paver, Asphalt, Towed				Does not include Prime Mover.	hour	\$12.40
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	\$73.76
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	\$95.10
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	\$126.80
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment.	hour	\$209.65
8436	Pick-up, Asphalt			to 110		hour	\$96.85
8437	Pick-up, Asphalt			to 150		hour	\$135.00
8438	Pick-up, Asphalt			to 200		hour	\$93.50
8439	Pick-up, Asphalt			to 275		hour	\$204.00
8440	Striper	Paint Capacity	40 Gal	to 22		hour	\$16.20
8441	Striper	Paint Capacity	90 Gal	to 60		hour	\$22.90
8442	Striper	Paint Capacity	120 Gal	to 122		hour	\$42.60
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	\$78.60
8446	Striper, Walk-behind	Paint Capacity	12 Gal			hour	\$4.00
8447	Paver accessory -Belt Extension	2002 Leeboy Conveyor Belt Extension			crawler	hour	\$32.50
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft		Include Grader for total cost	hour	\$28.00
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft		Include Grader for total cost	hour	\$32.90
8452	Plow, Truck Mntd	Width	to 15 Ft		Include truck for total cost	hour	\$24.35
8453	Plow, Truck Mntd	Width	to 15 Ft		With leveling wing. Include truck for total cost	hour	\$40.80
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	\$7.35
8456	Spreader, Sand	Mounting	Dump Body			hour	\$10.45
8457	Spreader, Sand	Mounting	Truck (10yd)			hour	\$13.15
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	\$6.00
8469	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	\$7.25
8470	Pump	Centrifugal, 8M pump	2" - 10,000 gal/hr.	to 4.5	Hoses not included.	hour	\$6.10
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr.	to 6	Hoses not included.	hour	\$6.75
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr. pump	to 10	Hoses not included.	hour	\$7.99
8473	Pump			to 15	Hoses not included.	hour	\$10.30
8474	Pump			to 25	Hoses not included.	hour	\$13.60
8475	Pump			to 40	Hoses not included.	hour	\$16.65
8476	Pump	4" - 40,000 gal/hr.	4" - 40,000 gal/hr.	to 60	Hoses not included.	hour	\$27.10

8477	Pump			to 95	Hoses not included.	hour	\$32.00
8478	Pump			to 140	Hoses not included.	hour	\$41.50
8479	Pump			to 200	Hoses not included.	hour	\$49.90
8480	Pump			to 275	Does not include Hoses.	hour	\$66.85
8481	Pump			to 350	Does not include Hoses.	hour	\$82.00
8482	Pump			to 425	Does not include Hoses.	hour	\$96.60
8483	Pump			to 500	Does not include Hoses.	hour	\$114.00
8484	Pump			to 575	Does not include Hoses.	hour	\$133.30
8485	Pump			to 650	Does not include Hoses.	hour	\$154.70
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$11.38
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$20.54
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$39.00
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600Lbs	81 Ft -100 Ft. Ht.		Add this rate to truck rate for total lift and truck rate	hour	\$39.50
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Ht.	to 15	Articulated, Telescoping, Scissor.	hour	\$8.95
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Ht.	to 30	Articulated, Telescoping, Scissor.	hour	\$16.10
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Ht.	to 50	Articulated, Telescoping, Scissor.	hour	\$29.26
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft. Ht.	to 85	Articulated and Telescoping.	hour	\$55.65
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft. Ht.	to 130	Articulated and Telescoping.	hour	\$70.15
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75"x155", 40Ft Ht.	to 80	2000 Lbs Capacity	hour	\$28.95
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs		Include truck rate for total cost	hour	\$14.90
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs		Include truck rate for total cost	hour	\$22.40
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs		Include truck rate for total cost	hour	\$36.50
8499	Pump - Trash-Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	\$7.55
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$38.70
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$66.90
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	\$90.00
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	\$178.60
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	\$243.20
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	\$7.20
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	\$12.00
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	\$25.10
8513	Saw, Rock			to 100		hour	\$33.50
8514	Saw, Rock			to 200		hour	\$63.00
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs			hour	\$1.66
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs			hour	\$1.84
8521	Scraper	Scraper Capacity	16 CY	to 250		hour	\$107.15
8522	Scraper	Scraper Capacity	23 CY	to 365		hour	\$155.50
8523	Scraper	Scraper Capacity	34 CY	to 475		hour	\$270.00
8524	Scraper	Scraper Capacity	44 CY	to 600		hour	\$265.70
8540	Loader, Skid-Steer	Operating Capacity	1000 Lbs	to 35		hour	\$14.15
8541	Loader, Skid-Steer	Operating Capacity	2000 Lbs	to 65		hour	\$37.00
8542	Loader, Skid-Steer	Operating Capacity	3000 Lbs	to 85		hour	\$36.05
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	\$34.60
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	\$94.00
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	\$142.50
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	\$154.80
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$2.80
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	\$14.10
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	\$234.00
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	\$255.00
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	\$284.00

8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	\$3.45
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	\$22.15
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	\$29.50
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	\$38.60
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	\$47.77
8580	Distributor, Asphalt	Tank Capacity	500 Gal		burners, insulated tank, and circulating spray bar.	hour	\$14.76
8581	Distributor, Asphalt	Tank Capacity	1000 Gal		burners, insulated tank, and circulating spray bar. Include	hour	\$21.30
8582	Distributor, Asphalt	Tank Capacity	4000 Gal		burners, insulated tank, and circulating spray bar. Include	hour	\$30.15
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	\$41.60
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	\$83.20
8590	Trailer, Dump	Capacity	20 CY		Does not include Prime Mover.	hour	\$11.36
8591	Trailer, Dump	Capacity	30 CY		Does not include Prime Mover.	hour	\$13.10
8600	Trailer, Equipment	Capacity	30 Tons			hour	\$14.15
8601	Trailer, Equipment	Capacity	40 Tons			hour	\$15.50
8602	Trailer, Equipment	Capacity	60 Tons			hour	\$18.85
8603	Trailer, Equipment	Capacity	120 Tons			hour	\$28.35
8610	Trailer, Water	Tank Capacity	4000 Gal		with sump and a rear spraybar.	hour	\$13.50
8611	Trailer, Water	Tank Capacity	6000 Gal		with sump and a rear spraybar.	hour	\$16.55
8612	Trailer, Water	Tank Capacity	10000 Gal		with sump and a rear spraybar.	hour	\$19.20
8613	Trailer, Water	Tank Capacity	14000 Gal		with sump and a rear spraybar.	hour	\$23.77
8614	Truck- Water Tanker	1000 gal. tank		175		hour	\$33.35
8620	Tub Grinder			to 440		hour	\$95.35
8621	Tub Grinder			to 630		hour	\$143.65
8622	Tub Grinder			to 760		hour	\$183.60
8623	Tub Grinder			to 1000		hour	\$322.00
8627	Horizontal Grinder	Model HG6000		630		hour	\$57.36
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	\$47.00
8629	Stump Grinder	24" grinding wheel		110		hour	\$45.00
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Does not include Prime Mover.	hour	\$14.00
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime	hour	\$19.80
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Does not include Prime Mover.	hour	\$29.25
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	\$14.10
8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	\$20.80
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	\$29.45
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	\$239.85
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	\$92.33
8638	Rake	Barber Beach Sand Rake 600HDr, towed				hour	\$15.40
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt		125		hour	\$34.30
8640	Trailer, Office	Trailer Size	8' x 24'		Cargo Size 16ft	hour	\$1.95
8641	Trailer, Office	Trailer Size	8' x 32'		Cargo Size 24ft	hour	\$2.30
8642	Trailer, Office	Trailer Size	10' x 32'		Cargo Size 20ft	hour	\$2.65
8643	Trailer	Haz-Mat Equipment trailer	8'x18'			hour	\$37.75
8644	Trailer, Covered Utility Trailer	(7' X 16')				hour	\$5.65
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	\$29.45
8646	Trailer, Dodge	32' flatbed water				hour	\$27.90
8650	Trencher			to 40	Wheel Mounted. Chain and Wheel.	hour	\$16.30

8651	Trencher			to 85	Wheel Mounted. Chain and Wheel.	hour	\$24.70
8654	Trencher accessories	2008 Griswold Trenchbox				hour	\$1.90
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	\$12.00
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	\$37.45
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	\$41.25
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 Ft		alignment attachment. Include truck rate	hour	\$34.15
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 Ft		alignment attachment. Include truck rate	hour	\$54.66
8680	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	\$82.35
8684	Truck, Fire	100 Ft Ladder				hour	\$100.00
8690	Truck, Fire	Pump Capacity	1000 GPM			hour	\$68.00
8691	Truck, Fire	Pump Capacity	1250 GPM			hour	\$72.25
8692	Truck, Fire	Pump Capacity	1500 GPM			hour	\$78.90
8693	Truck, Fire	Pump Capacity	2000 GPM			hour	\$81.40
8694	Truck, Fire Ladder	Ladder length	75 FT			hour	\$117.10
8695	Truck, Fire Ladder	Ladder length	150 FT			hour	\$142.75
8696	Truck, Fire	No Ladder		330	Rescure Equipment	hour	\$93.47
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200		hour	\$20.60
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275		hour	\$35.00
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	to 300		hour	\$27.10
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380		hour	\$44.70
8708	Trailer, semi	48ft to 53ft, flat-bed, freight, two axle	50,000+ gvw			hour	\$8.45
8709	Trailer, semi	enclosed 48 ft to 53 ft, two axles	50,000+ gvw			hour	\$9.50
8710	Trailer, semi	28ft, single axle, freight	25,000 gvw			hour	\$9.70
8711	Flat bed utility trailer	6 ton				hour	\$3.10
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY		Truck Mounted.	hour	\$24.80
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY		Truck Mounted.	hour	\$31.30
8714	Vactor	800 Gal Spoils/400 Gal Water	500/800 gal	49		hour	\$82.75
8715	Truck, Hydro Vac	model LP555DT				hour	\$18.00
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code 8811	hour	\$51.25
8717	Truck, Vacuum	60,000 GVW		400		hour	\$74.20
8719	Litter Picker	model 2007 Barber			towed by tractor	hour	\$9.60
8720	Truck, Dump	Struck Capacity	8 CY	to 220		hour	\$48.90
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour	\$60.77
8722	Truck, Dump	Struck Capacity	12 CY	to 400		hour	\$67.70
8723	Truck, Dump	Struck Capacity	18 CY	to 400		hour	\$75.50
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450		hour	\$121.20
8725	Truck, Dump	Struck Capacity	14 CY	to 400		hour	\$77.80
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	\$48.50
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	\$55.90
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor			Powered by Solar System	hour	\$3.00
8734	Attenuator, safety	that can stop a vehicle at 60 mph				hour	\$5.50
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph				hour	\$3.85
8736	Truck, tow	1987 Chevy Kodiak 70		175		hour	\$27.70
8744	Van, Custom	Special Service Canteen Truck		350		hour	\$18.00
8745	Van, step	model MT10FD		300		hour	\$21.25
8746	Van-up to 15 passenger	light duty, class 1		225-300		hour	\$20.00
8747	Van-up to 15 passenger	light duty, class 2		225-300		hour	\$20.15
8748	Van-cargo	light duty, class 1		225 - 300		hour	\$22.25
8749	Van-cargo	light duty, class 2		225-300		hour	\$22.25
8750	Vehicle, Small			to 30		hour	\$6.40
8753	Vehicle, Recreational			to 10		hour	\$2.80
8755	Golf Cart	Capacity	2 person			hour	\$3.75
8761	Vibrator, Concrete			to 4		hour	\$1.60
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	\$3.10

8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$6.80
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	\$10.00
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$13.76
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	\$28.70
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	\$50.00
8788	Container & roll off truck	30 yds				hour	\$23.05
8789	Truck, Tractor	1997 Freightliner F120		430		hour	\$54.90
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	\$42.40
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	\$46.00
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	\$52.75
8794	Truck, freight	Enclosed w/lift gate. Medium duty class 5	gvwr 16000-19500 Lbs			hour	\$23.25
8795	Truck, backhoe carrier	Three axle, class 8, heavy duty	over 33000Lbs			hour	\$34.50
8796	Truck, freight	Enclosed w/lift gate. Heavy duty, class	7, 26,001 to 33,000 lbs gvwr			hour	\$31.00
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gvwr			hour	\$32.00
8799	Truck,	Tilt and roll back, three axle. class 8 heavy duty	over 33,001+ gvwr			hour	\$40.60
8800	Truck, Pickup				When transporting people.	mile	\$0.54
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	160		hour	\$12.30
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	\$17.65
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	\$19.85
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	\$22.25
8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle	300		hour	\$23.10
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		hour	\$13.40
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	\$20.80
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	\$22.85
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	\$26.40
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$26.75
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$27.50
8820	Skidder accessory	2005 JCB Grapple Claw				hour	\$1.75
8821	Forklift, accessory	2005 ACS Grapple Bucket				hour	\$1.50
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	\$52.26
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	\$115.00
8824	Skidder	model Cat 525B		up to 160		hour	\$62.90
8825	Skidder	40K lbs- model Cat 525C		161 and up		hour	\$118.77
8840	Truck, service	fuel and lube	up to 26,000 gvwr	215-225		hour	\$38.65
8841	Truck, fuel	2009 International 1,800 gal. storage tank		200		hour	\$30.50
8842	Mobile Command Trailer	(8' X 28') with 7.5 KW Generator				hour	\$14.66
8843	Mobile Response Trailer	(8' X 31') with 4.5 KW Generator?				hour	\$13.60
8844	Mobile Command Center	(unified) (RV) Ulitimaster MP-35	43 FT Long with Generator	400		hour	\$75.00
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long	340		hour	\$31.00
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340		hour	\$19.25
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equiped Mobile Command Center	48-Ft Long			hour	\$29.45
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	\$48.90
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator				hour	\$52.00
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260		hour	\$45.50
8851	Mobile Command Van	1990- Ford Econoline- Communication Van		230		hour	\$41.00
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	\$65.30
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	\$45.00

8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	\$96.20
8870	Light Tower	Terex/Amida AL 4000. with (4) 500 watt lights	w/10kw power unit	13.5		hour	\$10.68
8871	Light Tower	2004 Allmand				hour	\$6.30
8872	SandBagger Machine	(Spider) automatic		4.5		hour	\$48.75
8900	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206B3		420		hour	\$474.00
8901	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206BR		420		hour	\$496.00
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	\$582.00
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	\$596.00
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	\$780.00
8905	Helicopter	Model Bell 407 EMS- Ambulance		250		hour	\$626.00
8906	Piper-Fixed wing	Model Navajo PA-31		310		hour	\$456.00
8907	Piper-Fixed wing	PA-31-350, Navajo Chieftn twin engine		350		hour	\$487.00
8908	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	\$2,945.00
8909	Helicopter	Model UH-A (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	\$5,504.00
8910	Boeing Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	\$10,750.00
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	\$621.00
8912	Helicopter- light utility	Model Bell 206L- 7 seater	7-Seaters	420	Passenger Aircraft	hour	\$596.00
8913	Helicopter	Model Bell-206L4		726		hour	\$576.00
8914	King Air 200 Turboprop Aircraft	Blackhawk King Air B200XP61		669		hour	\$1,316.00
8915	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		850		hour	\$697.00
8916	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	\$1,075.00
8917	Aerostar Piston Aircraft	Aerostar 601P		290		hour	\$447.00
8943	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead/Underground Wire Pulling Machine	hour	\$19.85
8944	Wire Tensioning Machine	3000 Lbs			Overhead Wire Tensioning Machine	hour	\$14.50
8945	Aerial Lift	model 2008 Genie Scissor Lift				hour	\$6.30

AGENDA ITEM REPORT

August 12, 2019

ITEM NUMBER: 5.

ITEM: Consideration and Approval of a Resolution of the Town Council updating the Title VI program plan as required by Miami-Dade Transit and the Federal Transit Administration as part of the grant agreement which funded the Town's bus shelters.

DESCRIPTION:

As part of the grant agreement with Miami-Dade County Transit and the Federal Transit Administration, which funded the purchase and installation of the town's bus shelters, each municipality is required to update and adopt a Title VI Plan. The plan was originally adopted in June 2015 and needs to be submitted again with updates. The attached plan was developed by staff with the assistance of Miami-Dade County Transit.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1. Resolution - Title VI Update
2. ADA Facilities Survey with comments - 8-12-19 Agenda

RESOLUTION NO. ____

A RESOLUTION OF THE MAYOR AND THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ADOPTING TITLE VI PLAN UPDATE FOR THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Bay Harbor Islands (the “Town”) was a sub-recipient of the American Recovery and Reinvestment Act (ARRA) Economic Stimulus Grant funding from the Federal Transit Administration; and

WHEREAS, three (3) bus shelters were provided for the Town via ARRA funds; and

WHEREAS, FTA requires the sub-recipient have a Title VI plan which complies with the federal requirements outlined in FTA 4702.1B; and

WHEREAS, the Town Administration has prepared and proposed the attached “Title VI Program for the Town of Bay Harbor Islands” which complies with the federal requirements outlined in FTA 4702.1B and has been reviewed by Miami-Dade Transit Office of Civil Rights and Labor Relations and the Town Administration with no comments; and

WHEREAS, the Mayor and Council desire to comply with the requirements of federal law otherwise and to that end adopted the Title VI Program Plan June 8th, 2015 with the approval of Resolution No. 2048; and

WHEREAS, the plan is required to be updated every three (3) years to comply with FTA and Miami Dade Transit requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AS FOLLOWS:

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

Section 2. Approval. The Title VI Program Plan Update for the Town of Bay Harbor Islands, attached hereto as Exhibit “A”, is hereby adopted.

Section 3. Implementation. The Town Manager or his/her designee is hereby authorized to take such action as may be necessary to implement the provisions of this resolution.

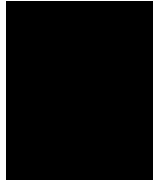
Section 4. Effective Date. This Resolution shall become effective immediately upon the date of its passage and adoption herein.

PASSED AND ADOPTED this 12 day of August, 2019.

MAYOR

ATTEST:

TOWN CLERK



JEFFERY GROSS / ASSOCIATES / ARCHITECTS PA

AMERICANS WITH DISABILITIES ACT FACILITIES SURVEY

Property Name: Town of Bay Harbor Islands
Address of Property: Various
Bay Harbor Islands, Florida

1816 Sherman St. Hollywood, Florida 33020 954-925-3964

License Number # AA C000460

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Authorization

Ms. Victoria Motola, of Town of Bay Harbor Islands, contacted this office regarding an Americans with Disabilities Act Study. On September 8th 2011, a walk through of the Town Facilities was made, after which this report was prepared.

Methodology

Visual inspections of the public access areas, of the Town's building and facilities exteriors and interiors, were services, programs and activities. as outlined in 28 CFR 35, were conducted. Conditions were documented and a chart was prepared showing the observed item, its corresponding Federal American with Disability Act Accessibility Guideline (ADAAG) number a description of the item and the priority the item has, based on Federal guidelines 1991 Standards for Accessible Design, to improve the condition. Where applicable the Florida Accessibility Code for Building Construction was referenced (FACBC). An appendix of possible modification items is also referenced and included. Note must be taken that if any items are modified on or after March 15th, 2012, the 2010 Federal Standards for Accessible Design and the 2012 FACBC, must be followed.

The ADAAG is a complex and ambiguous set of guidelines, which have not been defined by the courts and are subjective and open to interpretation. The conclusions contained in this report represent the Consultant's best judgment and professional opinion only relative to the interpretation of the ADA. Accordingly, the Consultant cannot warranty any specific interpretation or outcome of a claim brought under the ADA.

Third Party Use

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GENERAL

Looking at a whole the Town of Bay Harbor Islands, has done a lot of barrier removal and accommodation made over the last few years. At most locations, barrier removals were noted and recorded. Additional items which could be added to the Town's plan are listed below.

1) Town Hall – Clerks Office

In the town hall, in the Clerks Office, the following barrier removal items were found to exist:

1. An accessible parking space has been placed close to the entrance of the Town Hall and Annex Building..
2. Exterior entrance door is electrically operator for automatic use.
3. A lower counter section was found which measured at least 36 inches wide and less than 36 inches high.
4. The door to the City Clerks office is 36 inches wide for a clear opening exceeding 32 inches.
5. Doors have lever handles installed which do not require pinching and twisting.

The following items could be added to the plan:

Item No.	ADAAG#	REQUIREMENT DESCRIPTION	OBSERVED CONDITION	P	Correction Schedule
1	4.2.4.1	Clear space of 30 inches wide by 48 inches long is required at all accessible elements	Clear space is blocked by an existing glass case. to lower counter	2	Completed 2012
2	7.2(2)	Service counters to be at least 36 inches wide with a maximum of 36 inches in height	A portion of the main counter in the Clerks office is 36 inches and 36 inches wide but is blocked by a removal top.	2	Completed 2012
3	4.13.3 & 4.13.5	Gate shall meet all applicable specifications of 4.13. Doorways shall have a minimum clear opening of 32 inches with the door open 90 degrees.	Gate to enter office area is 29 ½ inches wide.	2	Town is currently in the planning stages of a major remodeling/renovation of Town Hall which will address all outstanding ADA issues. Project completion expected by the end of 2022.
4	4.13.5	Doorways shall have a minimum clear opening of 32 inches with the door open 90 degrees.	Doors to all offices, other than the City Clerk, provide less than 32 inches of clear opening.	2	Town is currently in the planning stages of a major remodeling/renovation of Town Hall which will address all outstanding ADA issues. Project completion expected by the end of 2022.



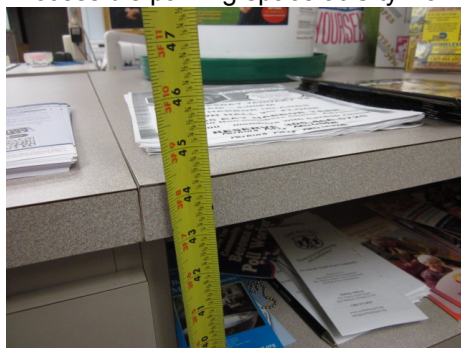
Accessible parking space at City Hall



Automatic doors at Clerks Office



Lowered Clerk office counter



Clear lower shelf and remove top



Relocate glass case for clear space



Gate to office area less than 32 inches

2) Town Hall – Police Station

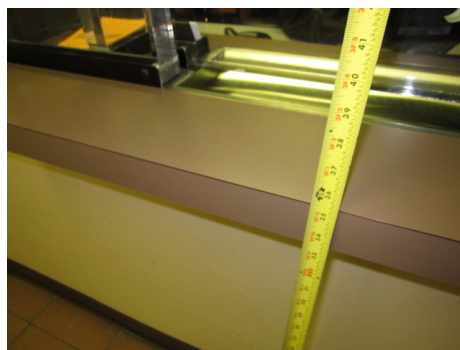
In the town hall, in the Police Station, the following barrier removal items were found to exist:

1. Exterior entrance door is electrically operator for automatic use.
2. A lower counter section was found which measured at least 36 inches wide and less than 36 inches high.

Item No.	ADAAG#	REQUIREMENT DESCRIPTION	OBSERVED CONDITION	P	Correction Schedule
5	4.13.5	Doorways shall have a minimum clear opening of 32 inches with the door open 90 degrees.	Holding room and cells have less than a 32 inch clear door opening	2	Town is currently in the planning stages of a major remodeling/renovation of Town Hall which will address all outstanding ADA issues. Project completion expected by the end of 2022.
6	4.13.5	Doorways shall have a minimum clear opening of 32 inches with the door open 90 degrees.	Doors to Chiefs and detectives office, provide less than 32 inches of clear opening.	2	Town is currently in the planning stages of a major remodeling/renovation of Town Hall which will address all outstanding ADA issues. Project completion expected by the end of 2022.
7	4.13.9	Door hardware shall be easy to grasp with one hand and does not require tight grasping, tight pinching or twisting.	Hardware on the door to Chiefs and detectives office, are round and require twisting or tight pinching.	2	Completed 2012



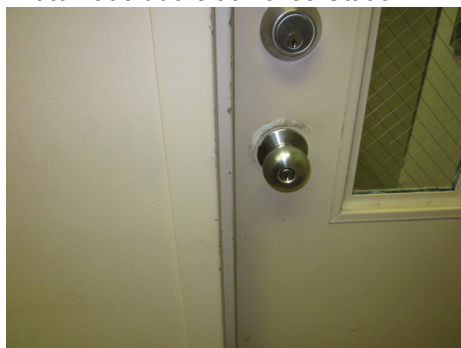
Automatic doors at Police Station



36 inch high counter at police station



36 inch wide counter at Police Station



Hardware requires tight pinching



Doors provide less than 32 inches clear



Doors provide less than 32 inches clear

3) Town Hall – Building Department

In the town hall, in the Building Department, the following barrier removal items were found to exist:

1. Exterior entrance door is electrically operator for automatic use.
2. Doors have lever handles installed which do not require pinching and twisting.
3. A lower counter section was found which measured at least 36 inches wide and less than 36 inches high.
4. A conference room with a 32 inch clear door opening and an accessible table exists

The following items could be added to the plan:

Item No.	ADAAG #	REQUIREMENT DESCRIPTION	OBSERVED CONDITION	P	Correction Schedule
8	7.2(2)	Service counters to be at least 36 inches wide with a maximum of 36 inches in height	A portion of the main counter in the Building Department is 36 inches and 36 inches wide but is blocked by a removal top. The top needs to be removed when needed by a disabled patron.	2	Completed 2012
9	4.13.3 & 4.13.5	Gate shall meet all applicable specifications of 4.13. Doorways shall have a minimum clear opening of 32 inches with the door open 90 degrees.	Gate to enter office area is 31 ½ inches wide.	2	Completed 2012
10	4.13.9	Door hardware shall be easy to grasp with one hand and does not require tight grasping, tight pinching or twisting.	Hardware on the door to Conference Room and Building Department Directors office are round and require twisting or tight pinching.	2	Town is currently in the planning stages of a major remodeling/renovation of Town Hall which will address all outstanding ADA issues. Project completion expected by the end of 2022.

11	4.13.5	Doorways shall have a minimum clear opening of 32 inches with the door open 90 degrees.	Doors to Building Department Directors office, provide less than 32 inches of clear opening.	2	Town is currently in the planning stages of a major remodeling/renovation of Town Hall which will address all outstanding ADA issues. Project completion expected by the end of 2022.
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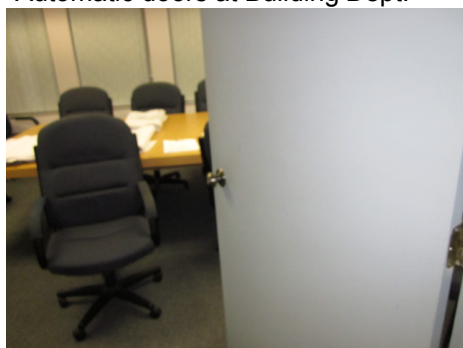
Automatic doors at Building Dept.



Removal counter insert at Building Dept.



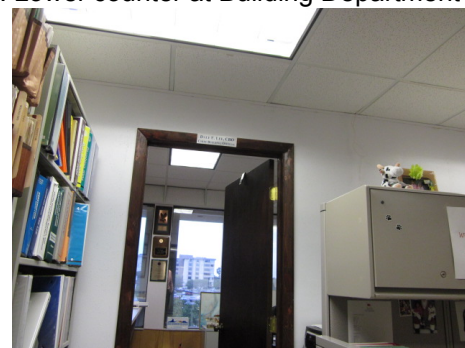
Lower counter at Building Department



Hardware requires tight pinching conference



Gate to offices less than 32 inches clear



Door to Chief's office

4) Town Hall – Council Chambers

In the town hall, in the Council Chambers, the following barrier removal items where found to exist:

1. Exterior entrance door has an automatic operator.
2. There is a 36 inch high by 36 inch wide podium with a microphone.

The following items could be added to the plan:

Item No.	ADAAG#	REQUIREMENT DESCRIPTION	OBSERVED CONDITION	P	
12	28 CFR 35	Provide accommodations to disabled if requested.	None	2	



Lower power door operator with push buttons

5) Town Hall – 2nd Floor Toilets

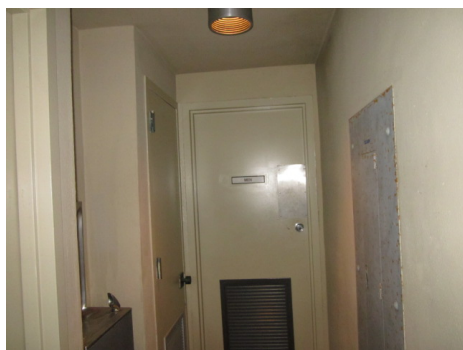
In the town hall, in the 2nd Floor Toilets, the following barrier removal items were found to exist:

1. Faucets which do not require twisting or pinching have been installed.
2. Lavatory top is 32 inches above the floor.
3. Soap and paper towel dispenser s are mounted to accessible heights.
4. Toilet room entrance hardware is accessible.

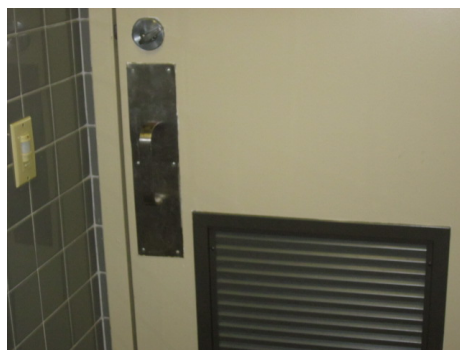
The following items could be added to the plan:

Item No.	ADAAG#	REQUIREMENT DESCRIPTION	OBSERVED CONDITION	P	Correction Schedule
13	4.30	Signs shall be mounted on the latch side of the door, 60 inches to the centerline of the door with Braille	Signs are mounted on the doors and do not have Braille	3	To be completed in 0-1 year
14	4.13.6	Maneuvering clearances at doors shall be as figure 25.	The corridor width leading to the women's toilet room entrance door is 39 inches wide while 42 inches is required by figure 25(b)	3	To be completed in 5-10 years
15	4.13.5	Doorways shall have a minimum clear opening of 32 inches.	Toilet room entrance doors provide a 31 1/2 inches wide clear entrance.	3	To be completed in 1-2 years
16	11-4.13.11	The maximum force for pushing or pulling open a door shall be exterior hinged doors: 7.5 lbf. (FACBC)	Opening force of toilet room entrance doors is 12 pounds.	3	To be completed in 0-1 year
17	4.13.6	Maneuvering clearances at doors shall be as figure 25.	Offset at on toilet room entrance door is less than 18 inches required by figure 25(a)	3	To be completed in 2-5 years
18	4.19.4	Pipes under lavatories shall be insulated.	Pipes below lavatories are not insulated.	3	To be completed in 0-1 year
19	4.19.6	Lavatory mirrors shall be mounted with the bottom edge of the reflecting surface higher than 40 inches above the finish floor.	Reflective surface of mirror at lavatory is 40 3/4 inches above the floor	3	To be completed in 2-5 years
20	Figure 30	If possible an "30A" type stall shall be installed.	Restroom stall is "30 B" type, 36 inches by 64 inches, which is acceptable, if a "30 A type can not be installed.	3	To be completed in 2-5 years
21	4.32.4.	Baby changing unit to be at reach limits 28 to 34 inches above the floor	Baby changing unit at 41" above floor	3	To be completed in 0-1 year
22	FACBC 11-17.5	Toilet stall doors shall be self closing	Accessible toilet stall door is not self closing	3	To be completed in 2019

23	4.17.6	Grab bars complying with the length and positioning shown in Figure 30 shall be provided.	No rear or side grab bars are present	3	To be completed in 2019
24	4.16.3	The height of water closet shall be 17 to 19 inches measured from the floor to the top of the seat.	Toilet seat is only 16 inches above the floor.	3	To be completed in 2019
25	4.2.4.1	The minimum clear space required to accommodate a wheel chair is 30 inches by 48 inches	Toilet seat cover dispenser is above toilet with no clear space to approach it.	3	Completed in 2012
26	4.16.6	Toilet paper and seat cover dispensers shall be installed as shown in figure 29(b)	The toilet paper holder and seat cover dispenser are not at the prescribed location	3	Completed in 2012
27	4.27.3	Cloth hooks to be at 48 inch reach limits	Cloth hook in stall is at 70 inches above the floor	3	Completed in 2012
28	4.2.4.2	Urinal screens shall be 30 inches wide when screen is 24 inches or less deep	Urinal screen is 26 inches wide and 16 inches deep	3	Urinals were removed in 2014
29	4.18.2	Urinal shall have an elongated rim at a maximum of 17 inches above the floor.	Lip of urinal is 24 inches above the floor	3	Urinals were removed in 2014
30	4.18.4	Flush controls shall be mounted no more than 44 inches above the floor	Urinal flush valve is 53 inches above the floor	3	Town is currently in the planning stages of a major remodeling/renovation of Town Hall which will address all outstanding ADA issues. Project completion expected by the end of 2022.
31	4.15.2	Drinking fountain spouts shall be no higher than 36 inches above the floor	Drinking fountain spout is 43 inches above the floor	4	Town is currently in the planning stages of a major remodeling/renovation of Town Hall which will address all outstanding ADA issues. Project completion expected by the end of 2022.
32	4.15.5(1)	Drinking fountains shall have knee space	No knee space exists	4	Town is currently in the planning stages of a major remodeling/renovation of Town Hall which will address all outstanding ADA issues. Project completion expected by the end of 2022.
33	4.1.3(10)	One accessible drinking fountain shall be provided to those who have difficulty bending or stooping.	No high drinking fountain exists	4	Town is currently in the planning stages of a major remodeling/renovation of Town Hall which will address all outstanding ADA issues. Project completion expected by the end of 2022.



Clear opening of entrance doors 31 1/2"



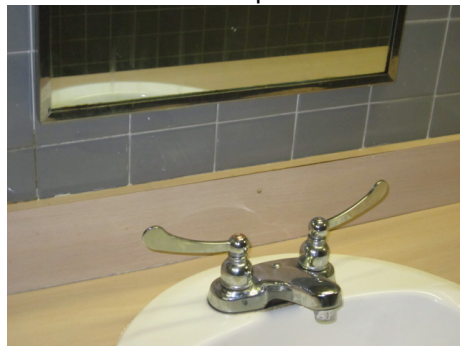
No 18 inch offset on pull side



Lavatory counter at 32 inches above floor



No insulation on lavatory pipes



Lavatory handles do not require pinching



Mirror 40 1/2 inches above floor



Urinal lip at 25 inches above floor



Urinal Flush valve at 53 inches



Baby changing station at 41 1/2"



No grab bars, dispensers not reachable



Cloth hook 70 inches high



No high drinking fount. Spout at 43"

6) Town Hall – 1st Floor Toilets

In the town hall, in the 1st Floor Toilets, the following barrier removal items were found to exist:

1. Two toilet rooms have been constructed with many accessibility features.

The following items could be added to the plan:

Item No.	ADAAG#	REQUIREMENT DESCRIPTION	OBSERVED CONDITION	P	
34	4.32.6	Toilet room sign mounting location shall be so that a person may approach without standing within the swing of a door.	Toilet room entrance sign is on door.	3	Restroom remodeled in 2015
35	4.30.6	Toilet room sign Mounting height shall be 60 inches above the finish floor to the centerline of the sign.	Toilet room entrance sign is 64 ½ inches from the ground to it's centerline.	3	Restroom remodeled in 2015
36	4.13.11	The maximum force for pushing or pulling open a door exterior hinged doors: 7.5 lbf.	Opening force of toilet room entrance doors is 12 pounds.	3	Restroom remodeled in 2015
37	4.19.2	Lavatory knee and toe clearance shall comply with Fig. 31	Knee space under women's lavatory is 28 ½ inches at rim and 8 inches back from lip is 25 ½ inches.	3	Restroom remodeled in 2015
38	4.32.4.	Baby changing unit to be at reach limits 28 to 34 inches above the floor	Baby changing unit at 41" above floor	3	Restroom remodeled in 2015
39	Figure 30	Centerline of toilet to side wall shall be 18 inches	Centerline of women's toilet is 20 inches and men's toilet is 18 ½ inches	3	Restroom remodeled in 2015
40	4.16.6	Toilet paper dispenser shall be installed as shown in figure 29(b)	The toilet paper dispenser is not at the prescribed location	3	Restroom remodeled in 2015



Entrance door sing on door



Toilet tissue dispenser not at prescribed



Toilet to side wall not 18 inches

7) Town Hall – Annex Building

In the town hall, in the Annex Building, the following barrier removal items where found to exist:

1. Exterior entrance door has an low power automatic operator with push buttons.
2. There are 36 wide doors to offices with lever handles.

The following items could be added to the plan:

Item No.	ADAAG#	REQUIREMENT DESCRIPTION	OBSERVED CONDITION	P	Correction Schedule
41	4.3.7	Cross slope of an accessible route shall not exceed 2%(1:50)	Cross slope near entrance door of the Annex Building exceeds 2%	1	Town is currently in the planning stages of a major remodeling/renovation of Town Hall which will address all outstanding ADA issues. Project completion expected by the end of 2022.

42	7.2(2)	Service counters to be at least 36 inches wide with a maximum of 36 inches in height	A portion of the main counter in the Annex Building is 43 inches.	2	Town is currently in the planning stages of a major remodeling/renovation of Town Hall which will address all outstanding ADA issues. Project completion expected by the end of 2022.
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Entrance door has low power opener



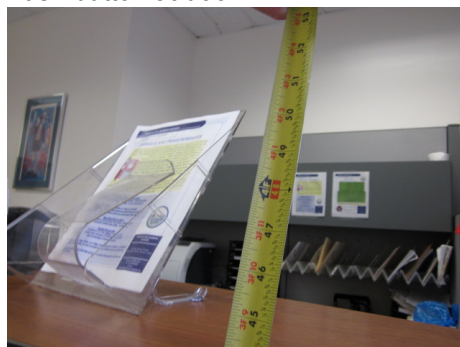
Push button at door



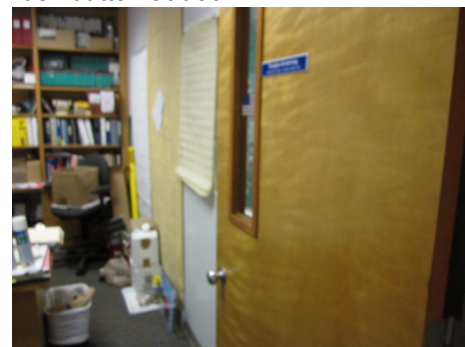
Push button at door



Counter above 36 inches high



Counter above 36 inches high



Doors require twisting

8) Tennis Courts

At the tennis courts, the following barrier removal items were found to exist:

1. Exterior entrance gate is 36 inches wide.

The following items could be added to the plan:

Item No.	ADAAG#	REQUIREMENT DESCRIPTION	OBSERVED CONDITION	P	
43	4.7.	Ramp shall have a maximum running slope of 1 in 12 (8.33%)	The entrance ramp from the sidewalk to the North gate tennis courts has a 20.1% running slope	1	Tennis courts will be remodeled in 2019
44	4.13.6 and Figure 25	Gates shall have a level maneuvering space	The North gate to the tennis courts has a 20.1% running slope and the West gate has a 4.4% cross slope at the gate maneuvering space	1	Tennis courts will be remodeled in 2019
45	4.13.9.	Gate hardware shall be of a type that does not require tight pinching or grasping	North and West gate to the tennis courts requires tight pinching or grasping	1	Tennis courts will be remodeled in 2019
46	4.13.6 and Figure 25.	Gates shall have an offset of 18 inches on the pull side of the gates.	The North gate to the tennis courts has a 20.1% running slope and the West gate has a 4.4% cross slope at the gate maneuvering space	1	Tennis courts will be remodeled in 2019

47	4.1.3(7)(c).	Accessible entrances shall be available at the same time and non accessible entrances	The School South gate to tennis courts could be closed during non school hours while the North gate could be open during those hours.	1	Tennis courts will be remodeled in 2019
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North Gate



North gate ramp running slope 20.1%



North gate offset pull side 12 inches



Both gates hardware requires pinching



School gate could block access



Cross slope at West gate 4.4%



Cross slope at West gate 4.4%



Offset at West gate 8 inches

9) Park and Parking lot – 92nd Street (Dog Park)

In the park and parking lot at the 92nd street Dog Park, the following barrier removal items were found to exist:

1. Two accessible parking spaces exist with signage.
2. Accessible gates with 32 inches clear width.
3. Accessible benches with side clear spaces for companions.
4. Accessible routes throughout the park.

The following items could be added to the plan:

Item No.	ADAAG#	REQUIREMENT DESCRIPTION	OBSERVED CONDITION	P	
48	4.1.3	At least one accessible route shall connect facility	No accessible route from Northeast street corner or East to park.	1	To be completed in 2019
49	4.13.6 and Figure 25	Gates shall have a level maneuvering space	The gate at the accessible parking spaces has a bollard, which reduces the level maneuvering space to 38 inches.	1	To be completed in 2019
50	4.13.9.	Gate hardware shall be of a type that does not require tight pinching or grasping	Gates tight pinching or grasping to open.	1	To be completed in 2019
51	4.13.6 and Figure 25	Gates shall have a level maneuvering space	The gate at the Northwest corner next to the parking lot entrance has a running slope of 5% in the maneuvering space.	1	To be completed in 2019
52	4.7.	Curb ramps to have a maximum cross slope of 2%	Curb ramp at Northwest corner next to parking lot entrance has a 4% cross slope.	1	To be completed in 2019
53	4.32	Fixed or built in seating shall be accessible	Picnic table is not accessible.	4	To be completed in 2019



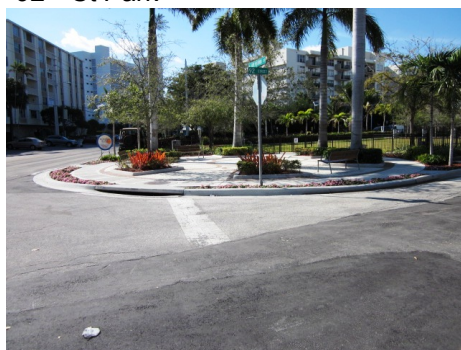
92nd St Park



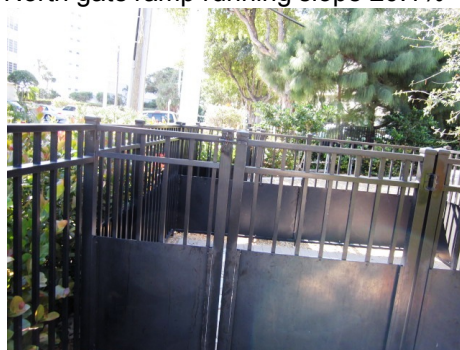
North gate ramp running slope 20.1%



North gate offset pull side 12 inches



No access from Northeast corner



Gate hardware pinching and grasping



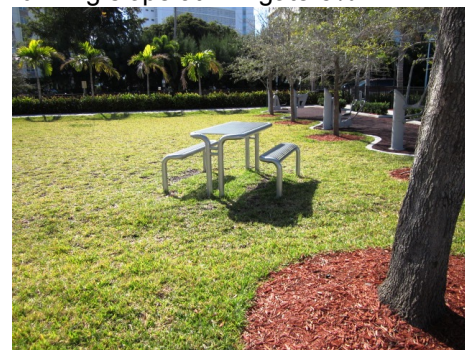
Running slope at NW gate 5%



Running slope at NW gate 5%



Cross slope NW curb ramp 4%



No access to picnic table

10) Park – 98th Street (Passive and Dog Park) No Parking

In the passive and dog park at 98th Street, the following barrier removal items were found to exist:

1. Accessible gates with 32 inches clear width.
2. Accessible routes throughout the park.

The following items could be added to the plan:

Item No.	ADAAG#	REQUIREMENT DESCRIPTION	OBSERVED CONDITION	P	
45	4.2.4.1	Accessible parking shall be provided per ADAAG 4.1.2(5)(a)	No accessible parking is provided for the park.	1	Completed in 2015
55	4.13.6 and Figure 25.	Gates shall have an offset of 18 inches on the pull side of the gates.	Both gates to the dog park and passive park, lack the maneuvering space on the gate pull side.	1	Completed in 2015
56	4.13.7.	Gates in series shall have a minimum of 48 inches between two hinged gates.	The series gates to the dog park do not have 48 inches between the two hinged gates.	1	Completed in 2015
57	4.13.9.	Gate hardware shall be of a type that does not require tight pinching or grasping	Gates tight pinching or grasping to open.	1	Completed in 2015
58	4.32 and figure 45	Fixed or built in seating shall be have clear floor space for a wheel chair	Bench does not have clear space for wheel chair.	4	Completed in 2015
59	4.32	Fixed or built in seating shall be accessible	Picnic table is not accessible	4	Completed in 2015
60	4.1.2(3) & 4.1.3(13)	Accessible elements shall be on the accessible route and within reach limits	Trash can and dog waste disposal units are not in reach areas	4	Completed in 2015



No accessible parking provided



Gate offset less than 18 inches



Gate offset less than 18 inches



Gates in series



Series gates 48 inches required



No companion seating at bench



Picnic table not accessible



Trash can and dog waste disposal

11) West Island – North Passive Park

In the West Island North passive park, the following barrier removal items were found to exist:

1. A curb ramp has been installed from the street to the park.

The following items could be added to the plan:

Item No.	ADAAG#	REQUIREMENT DESCRIPTION	OBSERVED CONDITION	P	
61	4.3.8	Changes in level in accessible routes shall not exceed ¼ inch stepped or ½ inch beveled 1:2	Lip at bottom and top of curb ramp is in excess of ¼ inch stepped or ½ inch beveled 1:2	1	Completed in 2012
62	4.3.7	Cross slopes on accessible routes shall not exceed 2%	Platform at top of ramp has a cross slope of 2.5%	1	Completed in 2012
63	4.32	Fixed or built in seating shall be accessible	Park bench is not accessible	4	Completed in 2012
64	4.1.2(3) & 4.1.3(13)	Accessible elements shall be on the accessible route and within reach limits	Trash can, mail box and dog waste disposal units are not in reach areas	4	Completed in 2012



Curb ramp provided



Changes in level



Changes in level



Dog waste station



Mail Box



Bench not accessible

12) West Island – South Passive Park

In the West Island South passive park, the following barrier removal items were found to exist:

1. A curb ramp has been installed from the street to the park.

The following items could be added to the plan:

Item No.	ADAAG#	REQUIREMENT DESCRIPTION	OBSERVED CONDITION	P	
65	4.2.4.1	Accessible parking shall be provided per ADAAG 4.1.2(5)(a)	No accessible parking is provided for the park.	1	Completed in 2012
66	4.32	Fixed or built in seating shall be accessible	Park Bench is not accessible	4	Completed in 2012
67	4.1.2(3) & 4.1.3(13)	Accessible elements shall be on the accessible route and within reach limits	Trash can and dog waste disposal units are not in reach areas	4	Completed in 2012



No accessible parking provided



Bench not accessible



Dog waste station

13) West Island - Tot lot

In the West Island Tot lot, the following barrier removal items were found to exist:

1. A curb ramp has been installed from the street to the park.
2. Accessible play ground surfacing has been installed
3. Accessible routes have been installed throughout the park.

The following items could be added to the plan:

Item No.	ADAAG#	REQUIREMENT DESCRIPTION	OBSERVED CONDITION	P	
68	4.13.6 and Figure 25.	Gates shall have an offset of 18 inches on the pull side of the gates.	Both gates to the dog park and passive park, lack the maneuvering space on the gate pull side.	1	Completed in 2012
69	4.13.9.	Gate hardware shall be of a type that does not require tight pinching or grasping	Gates tight pinching or grasping to open.	1	Completed in 2012
70	4.32	Fixed or built in seating shall be accessible	Two picnic table is not accessible	2	Completed in 2012
71	240-2010 Standard	2010 Standard require playground equipment to be accessible	Upper level of playground equipment is not accessible per 2010 Standard		To be completed in 2020
72	4.15.5 Figure 27	Drinking fountain requires 27 inches of knee space per figure .	Drinking fountain does not have clearances per figure 27	4	To be completed in 2020
73	4.1.3(10)	A high drinking fountain is required for those who have difficulty bending or stooping.	No high water drinking fountain exists	4	To be completed in 2020



Park entrance



Gate hardware not accessible



Playground equipment



Picnic tables not accessible



Offset pull side of gate



No high drinking fountain

14) Parking Lot – 103rd Street – 28 parking spaces

The following items could be added to the plan:

Item No.	ADAAG#	REQUIREMENT DESCRIPTION	OBSERVED CONDITION	P	
74	4.2.4.1	2 accessible parking spaces shall be provided per ADAAG 4.1.2(5)(a) for 28 total parking spaces.	No accessible parking is provided for this parking lot.	1	To be completed in 2018
75	4.3	Accessible route required to parking	No accessible route provided	1	To be completed in 2019
76	4.1.2(3) & 4.1.3(13)	Accessible elements shall be on the accessible route and within reach limits	Dog waste disposal units is not in reach areas	4	Completed in 2012



Parking provided



Driveway not accessible



Dog waste station

15) Parking Lot – 102nd Street – 56 parking spaces (Lay up yard)

The following items could be added to the plan:

Item No.	ADAAG#	REQUIREMENT DESCRIPTION	OBSERVED CONDITION	P	
77	4.2.4.1	3 accessible parking shall be provided per ADAAG 4.1.2(5)(a) for a 56 parking space total.	No accessible parking is provided for this parking lot	1	Private Property/Not Town Property
78	4.3	Accessible route required to parking	No accessible route provided	1	Private Property/Not Town Property



Parking Lot currently building used as construction staging area

16) Parking Lot – 100th Street and E Bay Harbor Drive – 28 Spaces

The following items could be added to the plan:

Item No.	ADAAG#	REQUIREMENT DESCRIPTION	OBSERVED CONDITION	P	
79	4.2.4.1	Two accessible parking shall be provided per ADAAG 4.1.2(5)(a) for 28 total parking spaces.	No accessible parking is provided for this parking lot.	1	To be completed in 2018
80	4.3	Accessible route required to parking	No accessible route provided	1	To be completed in 2019
81	4.1.2(3) & 4.1.3(13)	Accessible elements shall be on the accessible route and within reach limits	Trash can, newspaper, mail box and dog waste disposal units are not in reach areas	4	Completed in 2012



No accessible parking provided



Mail box not accessible



Dog waste station



Benches not accessible



Newspapers not accessible



No accessible path

17) Parking Garage – 95th Street & West Bay Harbor – 431 Spaces

In the garage, the following accessibility items were found to exist:

1. 9 accessible parking spaces, which are what is required for per ADAAG 4.1.2(5)(a) a total parking of 431 parking spaces
2. 2 accessible elevators.
3. Accessible doors at accessible routes.
4. curb ramps at the first floor level.

The following items could be added to the plan:

Item No.	ADAAG#	REQUIREMENT DESCRIPTION	OBSERVED CONDITION	P	
82	4.3.7	Nowhere shall the cross slopes of an accessible routes exceed 1:50 (2%)	On the accessible route from the one existing accessible parking space access aisle on level 2, the cross slope is 5%	1	To be completed in 2-5 years

83	4.3.7	Nowhere shall the cross slopes of an accessible routes exceed 1:50 (2%)	On the accessible routes, from the eight existing accessible parking spaces, on floors 3 and 4, to the elevators, have a cross slope which ranges from 1:23 (4.4%) & to 1:16 (6.4)%	1	To be completed in 2019
84	FACBC 11-4.6.2(1)	All spaces shall be on an accessible route no less than 44 inches wide.	On the 8 accessible parking spaces on floors 3 and 4, the accessible route to the elevator, is less than 44 inches when a car is parked in the adjacent space.	1	Completed in 2012
85	4.13.8	Door thresholds shall not exceed ¼ inch step and ½ inch beveled 1:2	The thresholds at the 1 st floor exterior doors exceed ¼ inch step and ½ inch beveled 1:2	1	To be completed in 2019
86	4.3.7	Nowhere shall the cross slopes of an accessible routes exceed 1:50 (2%)	The front public sidewalk has a cross slope which ranges from 1:23 (4.4%) & to 1:16 (6.4)%	1	To be completed in 2019
87	4.3.7	Nowhere shall the cross slopes of an accessible routes exceed 1:50 (2%)	The accessible path from the North west rear elevator exit does not lead to an accessible route.	1	To be completed in 2019



18) Parking Lot – 95th Street – 66 spaces

The following items could be added to the plan:

Item No.	ADAAG #	REQUIREMENT DESCRIPTION	OBSERVED CONDITION	P	
88	4.2.4.1	3 accessible parking spaces shall be provided per ADAAG 4.1.2(5)(a) for 54 total parking spaces.	No accessible parking is provided for this parking lot	1	To be completed in 2018



Lot entrance



Lot entrance



Lot area

19) Parking Lot – 97th Street & W. Bay Harbor Drive – 27 spaces

The following items could be added to the plan:

Item No.	ADAAG #	REQUIREMENT DESCRIPTION	OBSERVED CONDITION	P	
89	4.2.4.1	3 accessible parking spaces shall be provided per ADAAG 4.1.2(5)(a) for 27 total parking spaces.	No accessible parking is provided for this parking lot	1	To be completed in 2018



No accessible parking provided



Mail box not accessible



Mail box not accessible

20) Parking Lot – North Service Alley Bay Harbor Terrace

In the Parking Lot, North service Alley, Bay Harbor Terrace, the following barrier removal items were found to exist:

1. Four accessible parking space has been placed.
2. Curb ramps have been installed
3. Accessible routes have been built.

The following items could be added to the plan:

Item No.	ADAAG#	REQUIREMENT DESCRIPTION	OBSERVED CONDITION	P	
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90	4.3.8	Maximum change in elevation on an accessible route is ¼ inch stepped or ½ inch beveled 1:2	At the accessible aisle and side walk junction of the behind 1077 and 1005, a one inch step occurs	Private Property
91	4.6.3	Maximum slope of accessible parking spaces and access aisles shall be 2%(1:50)	Accessible parking spaces behind 1077 and 1077 have cross slopes exceed 2.4%. Accessible parking space behind 1077 has a running slope exceeding 3%. And the access aisle behind 1077 has a running slope of 2.4%.	Private Property
92	4.7.6	Curb ramps shall not be built up in the accessible parking space access aisle.	Curb ramps are built up in access aisles behind 1077 and 1065	Private Property



North entrance



West view



Accessible parking provided 1065



Accessible parking provided 1065



Accessible parking provided 1025



Accessible parking provided 1021

21) Causeway – Administration Office

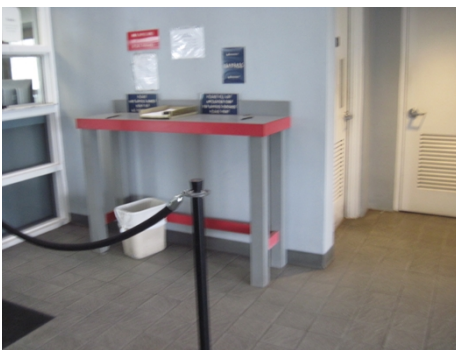
In the Causeway Administration Office, the following barrier removal items were found to exist:

1. An accessible parking space and access aisle exists at this facility.
2. Curb ramps have been constructed.
3. An accessible ramp leads from the parking lot to the office space.
4. Accessible features exist in the restrooms.

The following items could be added to the plan:

Item No.	ADAAG #	REQUIREMENT DESCRIPTION	OBSERVED CONDITION	P	
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93	4.6.3	Accessible parking spaces shall have a 60 inch wide access aisle	Both accessible parking spaces do not have a accessible access aisle	1	Building and Parking facilities were demolished in 2014
94	4.7.2	Running slopes of curb ramps shall not exceed 8.333%(1:12)	Running slope of east curb ramp to accessible parking space has a 9.8% running slope.	1	Building and Parking facilities were demolished in 2014
95	4.7.7	Curb ramps shall have detectable warnings	None of the curb ramps at this facility have detectable warnings.	1	Building and Parking facilities were demolished 2014
96	4.8.4	Landings of ramps shall be level	Bottom landing of ramp has a 3.8% running slope	1	Building and Parking facilities were demolished 2014
97	4.8.5(1)	Ramps handrails gripping surface shall be continuous, 34 to 38 inches above the ground	Ramp handrail gripping surface is not continuous	1	Building and Parking facilities were demolished 2014
98	4.835 (2)	Ramp handrails shall extend at least 12 inches beyond the end of the ramp at top and bottom	No handrail extensions exist	1	Building and Parking facilities were demolished 2014
99	7.2(2)	Service counters to be at least 36 inches wide with a maximum of 36 inches in height	The counter in the Causeway Building is 42 inches.	2	Building and Parking facilities were demolished 2014
100	4.30	Signs shall be mounted on the latch side of the door, 60 inches to the centerline of the door with Braille	Signs are mounted on the doors and do not have Braille		Building and Parking facilities were demolished 2014
101	11-4.13.11	The maximum force for pushing or pulling open a door shall be exterior hinged doors: 7.5 lbf. (FACBC)	Opening force of toilet room entrance doors is 12 pounds.	2	Building and Parking facilities were demolished 2014
102	Figure 30	If possible an "30A" type stall shall be installed.	Restroom stall is "30 B" type, 36 inches by 64 inches, which is acceptable, if a "30 A type can not be installed.		Building and Parking facilities were demolished 2014
103	4.16.4	Side grab bars shall start a 12 inches from rear wall	Side grab bar does not start 12 from rear wall		Building and Parking facilities were demolished 2014
104	4.25.3	Hook shall be a maximum of 48 inches above the ground.	Toilet stall hook is above 48 inches	3	Building and Parking facilities were demolished 2014
105	4.16.6	Toilet paper and seat cover dispensers shall be installed as shown in figure 29(b)	The toilet paper holder and seat cover dispenser are not at the prescribed location	3	Building and Parking facilities were demolished 2014



Counter at 42"



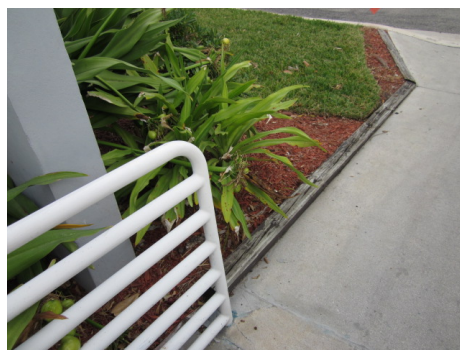
Railing not continuous



Ramp landing not level



Ramp railing with no extension



Ramp railing with no extension



No access aisles



Seat cover dispenser too high

22) Causeway – Service Station

In the Causeway Service Station, the following barrier removal items were found to exist:

1. There are four accessible parking spaces at this facility.
2. The restroom has accessible features.

The following items could be added to the plan:

Item No.	ADAAG #	REQUIREMENT DESCRIPTION	OBSERVED CONDITION	P	
106	4.6.3	Accessible parking spaces shall have a 60 inch wide access aisle	The two east accessible parking spaces do not have a accessible access aisle	1	To be completed in 2019 by tenant
107	4.7.2	Running slopes of curb ramps shall not exceed 8.333%(1:12)	Running slope of east curb ramp to accessible parking space has a 9.8% running slope.	1	To be completed in 2019 by tenant
108	4.30	Signs shall be mounted on the latch side of the door, 60 inches to the centerline of the door with Braille	Signs are mounted on the doors and do not have Braille	3	To be completed in 2019 by tenant
109	11-4.13.11	The maximum force for pushing or pulling open a door shall be exterior hinged doors: 7.5 lbf. (FACBC)	Opening force of toilet room entrance doors is 12 pounds.	2	To be completed in 2019 by tenant
110	4.19.2	Lavatory knee and toe clearance shall comply with Fig. 31	Lavatory is pedestal mount type and does not have knee space under it.	3	To be completed in 2019 by tenant
111	4.19.6	Lavatory mirrors shall be mounted with the bottom edge of the reflecting surface higher than 40 inches above the finish floor.	Toilet room mirror is mounted above 40 inches..	3	To be completed in 2019 by tenant
112		Paper towel dispenser shall be within reach limits	Paper towel dispenser is above reach limits	3	To be completed in 2019 by tenant

113		Soap dispenser is to be within reach limits	Soap dispenser is above reach limits	3	To be completed in 2019 by tenant
114	4.16.5	Water closet flush valves shall be mounted on the wide side of the toilet.	The waster closet flush control is on the narrow side of the fixture.	3	To be completed in 2019 by tenant
115	4.17.6	Water closet not mounted installs shall comply with 4.26 and figure 29. The grab bar behind the toilet shall be 36 inches minimum, 42 inch minimum on the side shall be mounted 12 inches from the back wall.	No rear grab bar exists at the toilet. Side grab bar is 6 inches from rear wall.	3	To be completed in 2019 by tenant
116	4.16.3	The height of water closet shall be 17 to 19 inches measured form the floor to the top of the seat.	Toilet seat is only 16 inches above the floor.	3	To be completed in 2019 by tenant
117	4.16.2	Clear floor space for water closets, not in stalls, shall comply with figure 28	Center line of toilet of side wall is 30 inches	3	To be completed in 2019 by tenant
118	4.16.6	Toilet paper dispensers shall be installed as shown in figure 29(b)	The toilet paper holder is not at the prescribed location	3	To be completed in 2019 by tenant



No access aisle No access aisle



No knee space



Toilet paper dispenser needs relocation



Door offset



No rear grab bar

End of Report

AGENDA ITEM REPORT

August 12, 2019

ITEM NUMBER: 6.

ITEM: Consideration and Approval of a **resolution** to accept a grant from the Florida Department of Environmental Protection in the amount of \$70,000 to conduct a Flood Vulnerability Assessment. Enclosed is a copy of the resolution and grant agreement.

DESCRIPTION:

The Town was awarded a grant by the State of Florida Department of Environmental Protection in the amount of \$70,000 to conduct a Flood Vulnerability Assessment. The assessment will allow for the development of adaptation strategies to address impacts from increasing sea levels.

The project will consist of two (2) stages which will include the Flood Assessment and the adaption strategies.

Enclosed is a copy of the resolution and Grant Agreement.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
 Juan C Jimenez, Town Manager

ATTACHMENTS

1. FDEP- Proposed Resolution
2. Complete Agreement FDEP

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA; AUTHORIZING THE
TOWN MANAGER TO EXECUTE AN AGREEMENT, WITH
THE FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION TO ACCEPT A STATE GRANT TO PERFORM A
FLOOD VULNERABILITY ASSESSMENT.**

WHEREAS, the Town of Bay Harbor Islands consist of three Islands located within Biscayne Bay and northern Miami Dade County; and

WHEREAS, the impact of changes in the environment, specifically to the water that surrounds the islands has made taking action a necessity; and

WHEREAS, to plan for future needs of the community and its residents, the Town must consider the changing environment, including sea level rise, and the effects it may have on the community; and

WHEREAS, street flooding within the Town limits has not been a concern in the recent past, the Town has acknowledged that rising sea levels and increased rainfall have the potential to disrupt drainage systems by lowering their capacities, inundating roadways, parking lots, and other low-lying areas,

WHEREAS, the Town was awarded a grant by the Florida Department of Environmental Protection in the amount of \$70,000 to conduct a Flood Vulnerability Assessment.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Town Council of the Town of Bay Harbor Islands as follow:

Section 1. The Town Manager is authorized to execute a grant agreement with the State of Florida Department of Environmental Protection to perform a Flood Vulnerability Assessment.

Section 2. If any provision, section, phrase or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

Section 3. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

PASSED and ADOPTED this 12th day of August 2019.

MAYOR

ATTEST:

TOWN CLERK

**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): **Sea Level Impact Assessment and Strategies** Agreement Number: **R1905**

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

Grantee Name: **Town of Bay Harbor Islands** Entity Type: **Local Government**
Grantee Address: **9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33145** FEID: **F59-6000273** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **June 30, 2020**

4. Project Number: **R1905** Project Location(s): **Town of Bay Harbor Islands, FL**
(If different from Agreement Number)

Project Description: **Complete FVA that allows for the development of adaptation strategies to address impacts from increasing sea levels.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$70,000.00	☒ State ☐ Federal	CSFA #37.098	\$70,000.00
	☐ State ☐ Federal		
	☐ Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$70,000.00

6. Department's Grant Manager Name: Whitney Gray or successor Address: 3900 Commonwealth Blvd. MS235 Tallahassee, FL 32399 Phone: 850-245-2098 Email: Whitney.Gray@FloridaDEP.gov	Grantee's Grant Manager Name: JC Jimenez or successor Address: 9665 Bay Harbor Terrace Bay Harbor Islands, FL 33145 Phone: 305-866-6241 Email: jcjimenez@bayharborislands-fl.gov
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

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

Town of Bay Harbor Islands

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

LEGAL REVIEWING ENTITY

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**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; and/or (3) 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. 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:
- e. https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf.
- 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. 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.
- h. 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.
- i. 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.
- j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- k. 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 \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 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.

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 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory 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. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory 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. 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.

25. 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.

26. 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/>).

27. 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 §200.330 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.

28. 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.

29. Independent Contractor.

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

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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. R1905**

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 to Complete FVA that allows for the development of adaptation strategies to address impacts from increasing sea levels. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are no 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 fixed price 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>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☐	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall 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 minimum limits shall be \$200,000 for each person and \$300,000 for each occurrence.

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 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.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

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

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Additional Terms.

None.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: R1905**

ATTACHMENT 3

Project Title: Sea Level Impact Assessment and Strategies

Grantee Contact Information:

Organization Name: Town of Bay Harbor Islands
Authorized Signer for the Organization: JC Jimenez
Title: Town Manager
Address: 9665 Bay Harbor Terrace
City: Bay Harbor Islands
Zip Code: 33145
Area Code and Telephone Number: (305) 866-6241
E-mail Address: jcjimenez@bayharborislands-fl.gov

Grant Manager Contact Information:

Organization Name: JC Jimenez
Title: Town Manager
Address: 9665 Bay Harbor Terrace
City: Bay Harbor Islands
Zip Code: 33145
Area Code and Telephone Number: (305) 866-6241
E-mail Address: jcjimenez@bayharborislands-fl.gov

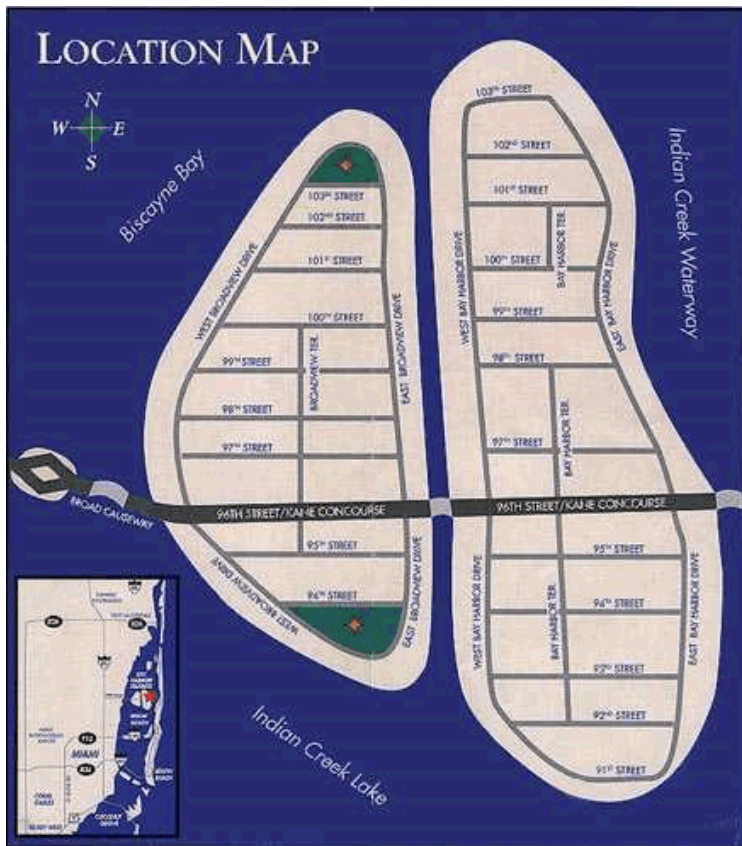
Fiscal Agent Contact Information:

Organization Name: Melissa Cruz
Title: Finance Director
Address: 9665 Bay Harbor Terrace
City: Bay Harbor Islands
Zip Code: 33145
Area Code and Telephone Number: (305) 866-6241
E-mail Address: mcruz@bayharborislands-fl.gov

FEID No.: 596000273

DUNS No.: 081822603

PROJECT LOCATION: The project will take place within the Town of Bay Harbor Islands, FL. The community of 5,600 is comprised of two islands (253 total acres) in coastal northern Miami-Dade County.



WORK PLAN

1. **Project Summary:** Complete FVA that allows for the development of adaptation strategies to address impacts from increasing sea levels.

2. **Project Description:**

The Town of Bay Harbor Islands consist of two islands located within Biscayne Bay and northern Miami Dade County. The small community is densely populated, and both islands are completely developed with both residential and commercial uses. The impact of changes in the environment, specifically to the water that completely surrounds the islands has made taking action a necessity. While the Town has made flood prevention a priority with installation of check valves and recent upgrades to the outfall systems, the potential of rising sea levels poses a significant risk.

To plan for future needs of the community and its 5,000+ residents, the Town must consider the changing environment, including sea level rise, and the effects it may have on the community. Though street flooding within the Town limits has not been a concern in the recent past, the Town has acknowledged that rising sea levels and increased rainfall have the potential to disrupt drainage systems by lowering their capacities, inundating roadways, parking lots, and other low-lying areas.

The proposed project will consist of a combination of data collection, analysis and public engagement. The scope of work will consist of two phases (tasks) including the following:

- **Flood Vulnerability Assessment**
 1. Data Collection and Review
 2. Community Engagement
 3. Flood Risk Modeling
 4. Assessment Final Report
- **Adaption Strategies**
 1. Community Engagement
 2. Adaption Strategies Final Report
- **Comprehensive Plan Amendments**

The main goal of the project is to further assist the community in making calculated and collaborative decisions with stakeholders in its future planning efforts.

To complete the project, the Town will engage a consultant that has proven experience in completing this work and can demonstrate the knowledge of the unique issues that face the community and the region. The selected firm will be expected to be experts in the fields of climate science, sea level rise, meteorology and engineering. They will be tasked with using the latest methods associated with geospatial data and analytics including high-resolution online cloud-based technology to assess and quantify specific, annualized flooding risks at regional and property levels.

3. **Project Need and Benefit:**

Over the last decade the Town has implemented numerous stormwater improvement projects to protect against flooding. As sea levels continue to rise, rain events present increased drainage issues for not only roadways and parking areas but low lying residential and commercial structures. With the island Town being surrounded by water and almost built-out, effectively moving stormwater will continue to be a challenge. The completion of the proposed project will provide the following benefits for the community:

- Identification of most vulnerable areas to flooding

- Establish a baseline of data that can be used for future planning efforts
- Increase awareness of potential risks and actions needed through community engagement
- Establish immediate and long-term strategies and actions that lessen the potential impacts of sea level rise.

The project will further the priority areas identified as part of the RPG program. With the Town having a Coastal Element as part of their adopted Comprehensive Plan, the development of vulnerability assessment using reliable data that includes multiple sea level rise scenarios will meet the intent of Priority No. 1. In addition, the completion of a written report that was developed with public engagement meet the intent of this priority. The project will also include development of comprehensive plan amendments for an update of the Coastal Management Element to meet the “Peril of Flood” statute.

The Town will be able to complete the project before the grant period deadline of April 30, 2020. Within one month of executing the grant agreement the Town will have engaged a consultant to complete the work. The anticipated length of the project including all three tasks is 11 months.

4. **Budget Summary:** Allowable budget categories and costs for this project are listed in the table below.

FIXED PRICE	Grant Amount Awarded
AGREEMENT TOTAL	\$ 70,000

5. **Project Timeline:** All tasks are to be completed and submitted no later than the Deliverable due date listed in the table below. Request for any change must be submitted prior to the current deliverable due date listed in the project timeline. Request are to be sent via separate email to the Department’s Grant Manager, with the details of the request being made and the reason for the request.

PROJECT TIMELINE

Task No.	Task Title	Deliverable Due Date	Funding Amount
1	Flood Vulnerability Assessment	01/15/2020	\$45,000
2	Adaption Strategies Report	04/15/2020	\$20,000
3	Comprehensive Plan Amendments	04/30/2020	\$5,000
Total			\$70,000

6. **Performance Measure:** The Department’s Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description, to include any work being performed by any sub-contractor(s). Upon review and written acceptance by the Department’s Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal. All deliverable documents must be provided in an electronic downloadable format.
7. **Consequences for Non-Performance:** The Department will reduce each Task Funding Amount by 5% for every day that the Deliverable(s) is not received on the specified due date in the most recent Project Timeline, for the Agreement. Should a Change Order or Amendment be requested on the date of or after the most current Deliverable Due Date, the 5% reduction of that Task Funding Amount will be imposed until the date of the requested change is received, via email by the Department.

8. **Payment Request Schedule:** Grantee may submit a request for the Task Funding Amount to be paid using the Exhibit C, after all Deliverables for that Task have been approved by the Department. Request(s) for payment must include the Exhibit A showing 100% completion of that Task and must be submitted within 45 days of the Deliverable Due Date.

Or

Grantee may submit one request for the Grant Amount Awarded, by using the Exhibit C, after the project is 100% completed. The request for the Grant Amount Awarded, must include an Exhibit A showing 100% completion for all Tasks, and must be submitted within 45 days of the Deliverable Due Date.

TASKS & DELIVERABLES

Task # 1

A. Title: Flood Vulnerability Assessment

B. Description: Deliverable #1 will consist of the following activities:

1) Data Collection and Review

The consultant will compile the relevant information to understand the social, economic, and physical composition of the Town of Bay Harbor Islands and its historic experiences with flooding. The primary interests are critical infrastructure and facilities such as emergency response, and key ingress/egress corridors. This will include an understanding of the improvements to the stormwater conveyance systems within the Town are under way through the installation of new, larger outfall pipes. Information regarding the recent and proposed outfall improvements will be provided by the Town; specifically, the pipe sizes, elevations, locations and service areas will be required.

2) Community Engagement

Consultant will conduct meetings with Town staff to summarize and review the critical infrastructure within the Town limits, as well as to identify plans that may affect the flood vulnerabilities of the community. These plans may include changes to policy, infrastructure improvements, or additional community engagements.

Key components of resiliency planning include the promotion of engaged communities and identification of social dimensions. The consultant along with Town staff will hold a Town Hall style meeting to introduce the Project to the community stakeholders, gauge the existing perception of flooding vulnerability and risks held by community members, and collect relevant information from community members to serve as the bridge between the socioeconomic and physical climates.

3) Flood Risk Modeling

The consultant will utilize advanced geospatial modeling capabilities to predict and analyze current and future flooding due to tidal variations, storm surge, and groundwater conditions, compounded by sea level rise. This framework forecasts the probability of both tidal flooding and storm surge inundation on individual property parcels through the next 30 years (or longer, if desired by the Town). The model utilizes publicly available databases and best practices from NOAA and the USACE which are integrated with our geospatial analysis tools.

Three types of flood risk will be modeled as part of this analysis: (1) tidal or nonstorm flooding (often referred to as “nuisance flooding”) resulting from water levels rising

above land elevations; (2) storm surge flooding, which occurs from tropical cyclones (including hurricanes) making landfall near the Town; and (3) high groundwater coupled with heavy rainfall, which results in a reduced ground storage capacity and an overflow of stormwater runoff.

4) Flood Vulnerability Assessment Final Report

A Flood Vulnerability Assessment (FVA) Final Report will be completed by the consultant to provide a detailed analysis of flood vulnerabilities and flood risks to the Town of Bay Harbor Islands through the next 30 years (or longer, if desired by the Town), focused on the effects of sea level rise. The FVA Final Report will include discussions related to transportation, stormwater infrastructure, and other social and economic considerations as discussed with community stakeholders.

- C. Deliverable:** Advertisements, agendas, notes, sign-in sheets, and presentations from community engagement meetings; Flood Vulnerability Assessment Report (Hard Copy, Electronic Copy)

Task # 2

A. Title: Adaptation Strategies Report

B. Description: Deliverable #2 will consist of the following activities:

1) Community Engagement

Hold town hall style meetings to address sea level rise adaptation. These forums are a necessary measure for involving and educating the local community in any adaptation program. Consultant will host two (2) town hall style meetings with the community to include key personnel, including climate scientists, engineers, and floodplain managers for approximately three hours per meeting. The scheduling of the meetings will be coordinated with the town management. The format of the first town hall meeting will consist of a presentation of the study results conducted under Task I of this scope and a general discussion to garner feedback from the community.

The second town hall style meeting will be conducted following the completion of the Adaptation Strategies Final Report below and will outline various adaptation strategies that may be considered by the Town and the community. The format will be the same as the format outlined above, but the presentation will focus on adaptation rather than vulnerability. This forum will serve as the platform from which local officials and community stakeholders can collectively launch a plan to become a more resilient community.

2) Adaptation Strategies Final Report

The consultant will provide a final report to outline potential adaptation strategies available to the Town of Bay Harbor Islands to lessen the impacts of sea level rise. These common strategies will involve three basic components (1) Community Engagement, (2) Policy Review, and (3) Infrastructure Improvement.

The Adaptation Strategies Final Report will be designed to provide insight into the benefits of various adaptation measures relative to a “no adaptation” scenario. Adaptation strategies will be developed based on the findings of the Flood Vulnerability Assessment performed under Task I and the feedback received from the community during the first two town hall meetings completed as part of this task.

- C. Deliverable:** Advertisements, agendas, notes, sign-in sheets, and presentations from community engagement meetings; Adaptation Strategies Final Report (Hard Copy, Electronic Copy)

Task # 3

A. Title: Comprehensive Plan Amendments

B. Description: Deliverable #3 will be consist of the following activities:

1) Comprehensive Plan Amendment Drafts

Consultant will draft proposed comprehensive plan amendments from the information derived from Task No. 1 and No. 2. This will include data, community input and recommended strategies. The amendment will be in strike-through and underline format and satisfy the “Peril of Flood” requirements in Section 163.3178(2)(f), Florida Statutes. The updates will be developed in coordination with Florida Department of Economic Opportunity and will include at least:

- 4 examples each of strategies, principles, and related engineering solutions that reduce flood risk in coastal areas,
- 4 site development techniques that may reduce losses to the local government and property owners due to coastal flooding.

C. Deliverable: Comprehensive Plan Amendments (Hard Copy, Electronic Copy)

**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 \$750,00 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 www.cfda.gov

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

3 of 6

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 A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

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 A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2019/2020	37.098	Florida Resilient Coastal Program	\$70,000.00	100593
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

					Total Award	\$70,000.00	
--	--	--	--	--	-------------	-------------	--

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) [www.cfda.gov] 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.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR THE FLORIDA RESILIENT COASTLINES PROGRAM**

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity.
2. The following replaces paragraph 10., Status Reports, Attachment 1, Standard Terms and Conditions:
 - a. Quarterly Reports. The Grantee shall submit status reports quarterly 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 five (5) 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.
 - b. Final Project Report. The Grantee shall also submit a Final Project Report utilizing **Exhibit F, Final Project Report Form**, attached hereto and made a part hereof, along with the final quarterly progress report. If the Grant Work Plan requires a Final Report, the Grantee will report those expenditures to the Department in the Final Report, as required. A draft of the Final Project Report shall be submitted electronically to the Department's Grant Manager for approval. After approval by the Department's Grant Manager, one (1) electronic copy of the Final Project Report shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.
3. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3, Grant Work Plan; and all other attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Florida Resilient Coastlines Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of the Agreement end date and notify the Grantee in writing if determined ineligible.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under a grant or contract under a grant.
 - b. Any rights or copyright to which a grantee or a contractor purchases ownership with grant support.
5. Publications, Photographs, Audiovisuals & Signs. Publications, printed reports (other than the scientific, technical, or professional publications as identified in 7.c., below), audiovisuals (including videos, slides, and websites except that unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public) or similar materials must include the DEP logos (which can be found on the Department's website at <https://floridadep.gov/resilience> or by contacting the Department's Grant Manager for a copy) and the following statement on the cover or the first page:

"This (report/video/website/publication) was funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Resilient Coastlines Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line shall identify the month and year of the publication.

Exhibit A

This report is submitted in accordance with the reporting requirements of DEP Agreement No. R1905 and accurately reflects the activities associated with the project.

Date

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.	R1905		
Payment Request No.		Request Date:	
Grantee's Grant Manager Name:	JC Jimenez		
Grantee Name & Mailing Address for Payment:	Town of Bay Harbor Islands		
	9665 Bay Harbor Terrace		
	Bay Harbor Islands, FL 33145		
Task No.:		Total Amount(s) Requested:	
Performance Period - Date Range:			

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE (As authorized)	BUDGETED AMOUNT	AMOUNT OF THIS REQUEST	PAYMENTS RECEIVED	REMAINING AMOUNT
Salaries/Wages				\$ -
Fringe Benefits				\$ -
Indirect Cost				\$ -
Contractual (Subcontractors)				\$ -
Fixed Price				\$ -
TOTALS	\$ -	\$ -	\$ -	\$ -

GRANTEE CERTIFICATION

1. The disbursement amount requested is for allowable costs for the project described in Attachment 3 of the Agreement.
2. All costs included in the amount requested have been satisfactorily performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Grantee's Grant Manager's Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

DEPARTMENT OF ENVIRONMENTAL PROTECTION											
FLORIDA RESILIENT COASTLINES PROGRAM											
INSTRUCTIONS FOR COMPLETING											
EXHIBIT C											
GRANTEE: Enter the name of the grantee's agency.											
MAILING ADDRESS: Enter the address to which you want the state warrant (payment) sent.											
DEP AGREEMENT NO.: This is the number on your grant agreement that starts with R####.											
DATE OF REQUEST: This is the date you are submitting the report to DEP.											
TOTAL AMOUNT REQUESTED: This should match the amount on the "TOTAL AMOUNT" line for the "AMOUNT OF THIS CLAIM" column.											
GRANTEE'S GRANT MANAGER: This is the person identified as grant manager in the grant agreement.											
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.											
PERFORMANCE PERIOD: This is the beginning and ending date of the reporting period requesting reimbursement for.											
TASK NO.: Enter the number of the TASK for which you are requesting payment.											
GRANT EXPENDITURES SUMMARY SECTION:											
"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out for all listed tasks during the invoice period for which you are requesting reimbursement.											
This must be by budget category as in the currently approved budget in Attachment 3 (Project Work Plan), or amendment of your grant Agreement.											
Do not claim expenses in a budget category that does not have an approved budget.											
Do not claim items that are not specifically identified in the current Budget section of Attachment 3.											
NOTE: Shaded areas are auto calculated.											
Enter the total amount budgeted as approved in Attachment 3 in the "BUDGETED AMOUNT" line.											
Enter the amount of this request as approved in Attachment 3 in the "AMOUNT OF THIS REQUEST" line.											
Enter the total cumulative amount of this request and all previous payments on the "PAYMENTS RECEIVED" line.											
The amount for the "REMAINING AMOUNT" line, will automatically calculate and populate.											
GRANTEE CERTIFICATION: Must have the original signature of both the Grantee's Grant Manager and the Grantee's Fiscal Agent as identified in the grant agreement.											
Required Back-up Documentation for each Deliverable:											
Completed Exhibit C showing requested funds for payment.											
Completed Exhibit A (Progress Report) showing requested task to be 100% completed, for requested funds.											
Copies of all invoices to the Grantee.											
Proof of Payment (Copies of canceled checks, front and back or EFT verification) - Not required for Fixed Price Reimbursement Agreements.											
Other supporting documentation, as needed.											

CONTRACTUAL DETAIL

Complete one table per Task containing Contractual Reimbursement Requests

Add rows as needed for each table. Add tables as needed, if more than one task is included in this invoice.

Be sure to attached the original invoices to the Grantee, and proof of payment documents.

Formulas are included in some of the spreadsheet cells, denoted with "\$ - " .

Task Number:								
Contractual Services								
Performance Period or Date Completed	Sub-contractor Name	Description of Good/Services Provided	Sub- contractor Invoice Number	Sub- contractor Invoice Date	Amount Paid	Payment Method Used	Proof of Payment Provided	Amount Claimed
Contractual Total							\$	-

SALARY AND FRINGE DETAIL

Complete one table for each task containing Salary, Fringe, and Indirect Cost Reimbursement Requests
Add rows as needed for each table. Add tables as needed, if more than one task is included in this invoice.
Be sure to attached a copy of employee's pay stubs as proof of payment.
Formulas are included in some of the spreadsheet cells, denoted with "\$ - " .

Task Number:										
Salary										
Position Title	Employee Name	Performance Period or Date Completed	Total Hours Worked	Hourly Wage	Earned Amount	Total Amount Paid	Date Paid	Payment Type Used	Proof of Payment Provided	Amount Claimed
					\$ -					
					\$ -					
					\$ -					
TOTAL								\$ -	\$ -	\$ -
Fringe										
Position Title	Employee Name	Performance Period or Date Completed	Fringe Rate (% of Salary)	Fringe Amount		Total Amount Paid	Date Paid	Payment Type Used	Proof of Payment Provided	Amount Claimed
				\$ -						
				\$ -						
				\$ -						
TOTAL								\$ -	\$ -	\$ -
Indirect										
Description of Indirect Costs	Performance Period or Dates Utilized	Indirect Rate (% of Salary & Fringe)	Indirect Amount					Amount Claimed		
			\$ -							
TOTAL								\$ -		

EXHIBIT F

DEP AGREEMENT NO. R1905

Sea Level Impact Assessment and Strategies

Town of Bay Harbor Islands

Final Project Report



This report funded in part, through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Month & year

Final Project Report

Bay Harbor Islands Sea Level Impact Assessment and Strategies

Executive Summary

Methodology

Outcome

--

Further Recommendations

--

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**INSTRUCTIONS FOR COMPLETING
ATTACHMENT F
FINAL PROJECT REPORT FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with R####.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. Please limit final project report to no more than five pages. One electronic copy shall be submitted to the Department's Grant Manager, for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified on page 1 of this Agreement.

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Florida Department of Environmental Protection
EXHIBIT G
PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT No. R1905

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name _____

Address _____

City _____ State _____ Zip _____

Phone Number: (_____) _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or art work(s) being submitted and am 18 years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith ("the Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to, promotion of the Florida Department of Environmental Protection, including, but not limited to, through publications, websites, social media venues and advertisements and distributed to the media and in commercial products. The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns. I have read and understand the terms of this release.

Owner Signature: _____ Date: _____

Photo/Video/Audio/Artwork Recording Filename(s): _____

Location of photo/video/audio recording/artwork: _____

Name of Person Accepting Work Submission: _____

AGENDA ITEM REPORT

August 12, 2019

ITEM NUMBER: 7.

ITEM: Approval of inland marine insurance policy for the Shepard Broad Causeway Bridge for the year beginning July 15, 2019 to July 14, 2020 in the amount of \$110,039. Enclosed is a copy of a memorandum from Melissa Cruz, Assistant Town Manager/Finance Director.

DESCRIPTION:

I authorized renewal of the insurance policy on the Broad Causeway Bridge on July 15th to avoid a lapse in coverage (the policy year is July 15 to July 14). Public Risk Insurance Agency solicited eighteen carriers including the incumbent, AXIS Surplus Insurance Company. AXIS is rated A+ XV(Superior) by A.M. Best. The premium decreased from last year's \$133,539 to \$110,039. The policy provides the same coverage as the prior policy.

The market for insurance of this type is extremely limited. The League of Cities does not provide coverage for bridges. In the past, I have contacted the State of Florida Division of Risk Management and the Miami-Dade County Risk Management Division Property and Casualty Unit. The State of Florida Division of Risk Management does not have any programs to provide insurance or place coverage (e.g., by "piggy-backing") for units of local government. Miami-Dade County does not insure any of their bridges. I have attached a copy of the marketing summary provided by Public Risk Insurance Agency.

Covenants relating to the outstanding debt on the Causeway require that the causeway be insured.

It is requested that the Council approve my decision to renew our inland marine coverage for the ICW Bridge for the year beginning July 15, 2019 from AXIS Surplus Insurance Company for a total premium of \$110,039.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

This insurance coverage is included in the Town's FY 2019-2020 Budget.

BUDGET IMPACT:

Submitted By: Melissa Cruz, Finance Director

ATTACHMENTS

1. Bridge Insurance market summary 19-20

Property (Bridge) Market Summary

CARRIER	COVERAGE	NOTES / FEEDBACK
ACE	Incumbent	Quoted: See Proposal
AXIS	Clear	Quoted: See Proposal
AIG	Clear	Decline: Not competitive
ALLIANZ	Clear	Decline: Not competitive with Westchester
AMRISC	Clear	Decline: Causeway risks outside targeted classes of business
ARCH	Clear	Decline: class of business
ARROWHEAD	Clear	Decline: class of business
AWAC	Clear	Decline: No wind
BEAZLEY	Clear	Decline: class of business
COLONY (ARGO)	Clear	Decline: class of business
GENSTAR	Clear	Decline: Class of business
GREAT AMERICAN	Clear	Decline: No Wind & Flood
MARKEL	Clear	Decline: no primary wind
RSUI	Clear	Decline: class of business and tri county exposure
STARR – IM	Clear	Decline: Not competitive with Westchester
TRAVELERS	Clear	Decline: wind exposure
TRU INS - IM	Clear	Decline: No wind or flood on primary basis
XL – IM	Clear	Decline: Coastal exposure

AGENDA ITEM REPORT

August 12, 2019

ITEM NUMBER: 8.

ITEM: Consideration and Approval of a Memorandum of Understanding to implement the Nurse Enhancement Initiative for the 2019/2020 school year. Enclosed is a copy of the agreement and summary report.

DESCRIPTION:

The Memorandum of Understanding is to provide funding and implementation of the Nurse Initiative for the 2018/2019 School Year. The program helps provide onsite healthcare services for students who attend the Ruth K. Broad K-8 Center.

Enclosed is a copy of the Memorandum of Understanding and other supporting documents.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
2019 / 2020 Nurse Enhancement Initiative	8/5/2019	\$4,298.22	512-400049.000	Nurse Initiative	\$9,000.00

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. MOU Amend No. 2 Nurse_LCSW Initiative
2. LTC 294-2019 Nurse Enhancement Initiative Behavioral Health Services Aggregate Summary Report

**AMENDMENT NO. 2
TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR
ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND
THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC TO IMPLEMENT A
NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2019/2020**

Amendment No. 2 ("**Amendment**") is made and entered into this _____ day of _____, 2019, by and between the **City of Miami Beach, Florida**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139 ("**CITY**"), **North Bay Village ("NBV")**, the **Town of Bay Harbor Islands ("TBHI")**, the **Town of Surfside ("TS")**, **Bal Harbour Village ("BHV")**, and the **Miami Beach Chamber Education Foundation, Inc. ("MBCEF")** (collectively, the "**Parties**") to amend the Memorandum of Understanding entered into on May 17, 2018 ("**MOU**"), as amended by Amendment No. 1 to the MOU, dated December 24, 2018 (collectively, the "**MOU**"), as follows:

RECITALS

WHEREAS, the Parties have determined that a program to provide healthcare services to students attending underserved public schools is in the best interests of the health and public welfare of the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, and Bal Harbour Village (the "**Participating Municipalities**"); and

WHEREAS, following the Parties' determination that students at North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center (the "**Participating Schools**") did not have full-time on-site healthcare services and were, thus, underserved as compared to other public schools in the feeder pattern that falls within the City of Miami Beach, the Parties entered into a Memorandum of Understanding on August 19, 2013 for a Nurse Initiative, and another Memorandum of Understanding on April 23, 2014, to provide healthcare services to the **Participating Schools** during the 2013/2014 and the 2014/2015 School Years; and

WHEREAS, due to the success of Nurse Initiative during the 2013/2014 and 2014/2015 School Years, the Parties implemented an enhanced nurse initiative ("Nurse Enhancement Initiative") for the 2015/2016, 2016/2017, and the 2017/2018 School Years for the **Participating Schools** because the basic healthcare services previously funded in the Nurse Initiative by the **Participating Municipalities**, the **MBCEF**, and the Children's Trust, were provided by the Children's Trust via the new School Health Programs; and

WHEREAS, the Parties executed Amendment No. 1 to the MOU, dated December 24, 2018, extending the Nurse Enhancement Initiative for the Participating

Schools for the 2018-2019 School Year and adding an additional day of service at Ruth K Broad Bay Harbor K-8 Center; and

WHEREAS, the Nurse Enhancement Initiative established at the **Participating Schools** for the previous School Years was a success and the Parties wish to continue the Nurse Enhancement Initiative for the 2019/2020 School Year; and

WHEREAS, at the end of the 2018-2019 School Year, the Participating Municipalities unused program funds had the following:

- i) TBHI \$5,473.05
- ii) TS \$5,473.02
- iii) BHV \$5,473.02
- iv) NBV \$2,002.72
- v) CMB \$4,673.00; and

WHEREAS, the Participating Municipalities hereby agree to apply said unused funds for use from August 5th, 2019 to September 30th, 2019 for 9 weeks of service at each Participating School in the following amounts:

- i) TBHI \$1,659.27
- ii) TS \$1,659.27
- iii) BHV \$1,659.27
- iv) NBV \$1,350.00
- v) CMB \$3,150.00
 - a. \$900.00 for Treasure Island
 - b. \$2,250.00 for North Beach Elementary; and

WHEREAS, pursuant to paragraph 7 of the **MOU**, unused funds shall be used to offset the contribution of the Parties for the 2019-2020 School Year in the following amounts:

- i) TBHI \$3,813.78
- ii) TS \$3,813.78
- iii) BHV \$3,813.78
- iv) NBV \$652.72
- v) CMB \$1,523.00; and

WHEREAS, **MBCEF** shall provide funding to **TCT** for the 2019-2020 Nurse Enhancement Initiative in the amount of \$7,000.00; and

WHEREAS, the Parties wish to amend the Agreement by extending the term to include the months of August and September, 2020; and

WHEREAS, a Nurse Enhancement Initiative should be established at the Participating Schools for School Year 2019/2020 as herein provided and pursuant to a separate agreement to be entered into between **MBCEF** and **TCT**.

NOW, THEREFORE, in consideration of the mutual conditions and promises contained herein, the Parties agree to amend the **MOU** as follows:

1. ABOVE RECITALS.

The above recitals are true and correct and are incorporated as part of this Amendment.

2. MODIFICATIONS.

Paragraph 3 of the **MOU** is hereby deleted in its entirety and replaced with the following:

3. On or before October 31, 2019 the Participating Municipalities shall provide their proportionate share of funds for the 2019/2020 Nurse Enhancement Initiative to MBCEF, subject to budget approval by the Participating Municipalities, which funds MBCEF shall hold in escrow pending the execution of its agreement with TCT referenced in paragraph 1. The Participating Municipalities proportionate remaining share of funding for the 2019/2020 School Year shall be paid by October 31, 2019 in the following amounts for 44 weeks from October 1st, 2019 to June 5th, 2020, and August 1st, 2020 to September 30th, 2020:

- i) **CMB** shall provide funding in the amount of \$13,887.00;
- ii) **NBV** shall provide funding in the amount of \$5,947.28;
- iii) **TBHI** shall provide funding in the amount of \$4,298.22 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;
- iv) **TS** shall provide funding in the amount of \$4,298.22 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center; and
- v) **BHV** shall provide funding in the amount of \$4,298.22 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center.

4. RATIFICATION.

Except as amended herein, all other terms and conditions of the **MOU** shall remain in full force and effect. In the event there is a conflict between the provisions of this **Amendment** and the **MOU**, the provisions of this **Amendment** shall govern.

IN WITNESS THEREOF, the Parties hereto have executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

CITY OF MIAMI BEACH, a Municipal
Corporation of the State of Florida

By: _____
Rafael E. Granado, City Clerk

By: _____
Jimmy L. Morales, City Manager

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

R. E. Granado 6/10/19
City Attorney AM Date

ATTEST:

NORTH BAY VILLAGE, a Municipal
Corporation of the State of Florida

By: _____
Village Clerk

By: _____
Village Manager

Approved as to form and
Legal sufficiency

ATTEST:

TOWN OF BAY HARBOR ISLANDS, a Municipal
Corporation of the State of Florida

By: _____
Town Clerk

By: _____
Mayor/Town Manager

Approved as to form and
Legal sufficiency

ATTEST:

TOWN OF SURFSIDE, a Municipal
Corporation of the State of Florida

By: _____
Town Clerk

By: _____
Mayor/Town Manager

Approved as to form and
Legal sufficiency

ATTEST:

BAL HARBOUR VILLAGE, a Municipal
Corporation of the State of Florida

By: _____
Village Clerk

By: _____
Mayor/Village Manager

Approved as to form and
Legal sufficiency

ATTEST:

**MIAMI BEACH CHAMBER EDUCATION
FOUNDATION**

By: _____

By: _____

Approved as to form and
Legal sufficiency

OFFICE OF THE CITY MANAGER
NO. LTC # **294-2019**

LETTER TO COMMISSION

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: May 16, 2019

SUBJECT: Nurse Enhancement Initiative Behavioral Health Services Aggregate Summary Report

Key Metrics:

- **# of students served in 2018-19: 2,105**
- **Average percent increase from prior year: 49%**
- **# of psychosocial services provided in 2018-19: 5,426**
- **Average increase from prior year: 65%**

Please find attached aggregate summary report for the municipal funded Nurse Enhancement Initiative for Behavioral Health/Mental Health youth support services from August 2018 through April 2019 for North Beach Elementary, South Pointe Elementary, Fienberg Fisher K-8 Center, Biscayne Elementary, Treasure Island Elementary, Ruth K. Broad Bay Harbor K-8 Center, Nautilus Middle School, and Miami Beach Senior High School. For the 2016-17 school years, the initiative was enhanced to include behavioral health services (mental health services) to three (3) schools in the feeder pattern and was further expanded in the 2017-18 school year to an additional five (5) Miami Beach public schools.

Overall, 2,105 youth have received support services in the 2018-19 school year from the Licensed Clinical Social Worker (Social Worker) in all Miami Beach feeder public schools for 5,426 psychosocial issues an increase of 49% and 65%, respectively. The chart below shows the utilization of students by school and number of psychosocial services provided to date:

Behavioral Health Services Summary Report 8/21/2018 - 4/30/2019						
School	# of Students 2017-18	# of Students 2018-19	% Change	# of Psychosocial Services Provided 2017-18	# of Psychosocial Services Provided 2018-19	% Change
Treasure Island Elementary School	52	174	235%	293	362	24%
South Pointe Elementary School	115	303	163%	197	465	136%
North Beach Elementary School	126	254	102%	439	398	-9%
Biscayne Elementary School	111	176	59%	428	868	103%
Ruth K. Broad K-8 Center	84	85	1%	124	196	58%
Fienberg Fisher K-8 Center	277	216	-22%	381	482	27%
Nautilus Middle School	474	582	23%	1150	1934	68%
Miami Beach Senior High School	177	315	78%	284	721	154%
Total	1,416	2,105	49%	3,296	5,426	65%

The enhanced behavioral services include on-site access to a licensed clinical social worker to provide services including, but not limited to, the following:

- Academic Issues
- Attention Issues
- Anger Management
- Anxiety
- Attention Issues
- Disruptive Behavior
- Depression
- Stress Management
- Family Issues
- Growth Development

Below is the Social Worker schedule providing days of service for each feeder public school:

Social Worker	Title	Monday	Tuesday	Wednesday	Thursday	Friday
SW.5(Veronica Delgado)	MSW	Miami Beach Senior High	Ruth K. Broad K-8	Miami Beach Senior High	Ruth K. Broad K-8	BMC
SW1(Gabriel Lamas)	MSW	Fienberg Fisher K-8 Center	Miami Beach Senior High	Fienberg K-8 Center	Miami Beach Senior High	Fienberg Fisher K-8 Center
SW2(Tamar Oppenheimer)	LCSW	Nautilus Middle School	Biscayne Elementary	Nautilus Middle School	Nautilus Middle School	Biscayne Elementary
SW3(Jame Patrick Moore)	MSW	South Pointe Elementary	Treasure Island Elementary	South Pointe Elementary	North Beach Elementary	North Beach Elementary

Each school receives support through this initiative for the indicated number of days per week during the 2018-19 school year: Treasure Island Elementary one (1) day per week, North Beach Elementary two (2) days per week, Biscayne Elementary two (2) days per week, Ruth K. Broad K-8 Center two (2) days per week, South Pointe Elementary two (2) days per week, Fienberg Fisher K-8 Center three (3) days per week, Nautilus Middle School three (3) days per week, and Miami Beach Senior High School four (4) days per week.

Please contact me with any questions. Updates will be provided as information becomes available.

Attachments



MT/KGB/LDR

C: Executive Staff

Dr. Leslie Rosenfeld, Chief Learning Development Officer

Aggregate Summary Report
Encounters from 8/21/2018 through 4/30/2019

Social Worker Visit	
Social Worker Services	Total
Adaptive Behavior Assessment with Parent	31
Class Observation	185
Counseling - Crisis	24
Counseling - Family	153
Counseling - Group	28
Counseling - Post Crisis	48
Counseling - Student/Individual	1512
Depression Screening	5
Depression Screening Follow-Up	1
Home Visit Attempted - Complete	15
IEP/Staffing Team Meeting	3
Mental Health Screening	0
Prevention Program – Family	0
Prevention Program – Group	0
Prevention Program – Student/Individual	1
Psychosocial/Behavioral Assessment	3
School Support Team Meeting	56
Social History - In Development	9
Student Initial Background Screening	15
Student Services Team Meeting	15
Truancy Study Team Meeting	1
Total	2105
Psychosocial Problem	Total
Academic Issues	430
Aggression/Violence	60
Alcohol Usage	1
Anger Management	413
Anxiety	465
Attendance/Truancy	71
Attention Issues	370
Bereavement Issues	60
Bullying/Harrassment	89
Chronic Medical Problems	21
Crisis Intervention	16
Dating Issues	23
Depression	300
Disruptive Behavior	258

Aggregate Summary Report

Encounters from 8/21/2018 through 4/30/2019

Domestic Violence	31
Eating Disorder	2
Economic Issues/Basic Needs	58
Family Issues	517
Growth & Development	508
Healthy Lifestyle	149
Homelessness	5
Housing Issues	2
Identity Issues	3
Legal Issues	12
Neglect	37
Oppositional Defiant Behavior	51
Peer Issues	360
Personal Hygiene	13
Physical Abuse	14
Safety	101
Self Esteem	191
Sexual Abuse	12
Sexual Activity/Teen Pregnancy	3
Sleep Disorder	2
Somatic	7
Stress Management	730
Substance Abuse	15
Suicidal Ideation	24
Tobacco	2
Total	5426

Outcome Disposition

	Total
Ambulance/911/Emergency Called	2
Returned to Class	1742
Sent Home	21
Transported to ER	0
Total	1765

Referred To

	Total
Abuse Registry	8
Alternative Programs	6
Crisis Stabilization	5
Dental Care	0
Domestic Violence	0
Extracurricular Activities	5

Aggregate Summary Report
Encounters from 8/21/2018 through 4/30/2019

Guidance Counselor	150
Healthy Start	8
Homeless Assistance	3
Insurance Enrollment	0
MDCPS Region/District Office	0
Medical Provider	8
Mental Health Counseling	27
New Medical Provider	0
No Referral Needed	1510
School Administration	28
School Nurse	3
School Police	8
School Psychologist	3
School Speech Pathologist	0
Social Work Services	13
Substance Abuse Counseling	1
TRUST Specialist	0
Vision	2
Total	1788

Non-Visit Activities	
SW Activities	Total
Adaptive Behavior Assessment - Scoring	1
Behavior Assessments	0
Consult with External Mental Health	24
Consult with MD/Other Provider	9
Consult with Parent/Caregiver	215
Consult with School Staff	369
Home Visit Attempted-Complete	0
Home Visit Attempted-Incomplete	4
Kidcare Application	0
Other	36
Public Assistance	1
SW-Parent Letter	0
SW-Social History	15
SW-Student Services Intervention Plan	0
SW-Truancy Screening	1
Truancy Packet Completion	0
Total	675

AGENDA ITEM REPORT

August 12, 2019

ITEM NUMBER: 9.

ITEM: Consideration and Approval of a Memorandum of Understanding between the Town; Town of Surfside, and the Village of Bal Harbour to equally share the employee contribution for a new Part Time Employee to administer the Address Verification Plan at the Ruth K. Broad K-8 Center. Enclosed is a copy of the agreement.

DESCRIPTION:

On October 20018 the Town entered into an agreement with Miami Dade County Public School Board to implement the Address Verification Plan to ensure that only children who have a primary residence within the School's attendance boundaries attend the Ruth K. Broad K-8 Center. The School Board is requesting a \$10,000 contribution in order to fund a Part-Time employee who will administer the Address Verification Plan. The proposed Memorandum of Understanding is between the Town; Town of Surfside and the Village of Bal Harbour to equally share the employee contribution for a Part-Time employee. The employee contribution applicable to each municipality is in the amount of \$3,333.33

Enclosed is a copy of the Memorandum of Understanding.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This will require an appropriation for General Reserves Fund.

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. MOU School Board Part-time Employee - Bay Harbor Bal Harbour Surfside

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF SURFSIDE, THE
VILLAGE OF BAL HARBOUR, AND THE TOWN
OF BAY HARBOR ISLANDS**

This Memorandum of Understanding ("MOU") is entered into this _____ day of _____, 2019 by and between The Town of Surfside ("Surfside"), The Village of Bal Harbour ("Bal Harbour") and the Town of Bay Harbor Islands ("Bay Harbor Islands"). Surfside, Bal Harbour, and Bay Harbor Islands are collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, Surfside, Bal Harbour, and Bay Harbor Islands are municipalities located within Miami-Dade County that border each other; and

WHEREAS, children who are residents of Surfside, Bal Harbour, and Bay Harbor Islands attend Ruth K. Broad K-8 Center School ("School") which is located in Bay Harbor Islands; and

WHEREAS, Bay Harbor Islands executed a Program Grant Agreement for Town of Bay Harbor Islands Address Verification Plan ("Verification Plan") with the Miami-Dade County School Board ("School Board") in which, the School Board shall take certain efforts to ensure that only children who have a primary residence within the School's attendance boundaries attend the School; and

WHEREAS, the School Board informed Bay Harbor Islands that it requires an extra part-time employee to administer the Verification Plan and that the School Board requires a \$10,000.00 contribution in order fund its extra part-time employee ("Employee Contribution"); and

WHEREAS, the Parties wish to equally share the cost of the Employee Contribution as the part-time employee will benefit the children who reside within the School boundaries in Surfside, Bal Harbour, and Bay Harbor Islands and attend the School; and

WHEREAS, the Parties find that the adoption of this Memorandum of Understanding is in the best interest of the residents of Surfside, Bal Harbour, and Bay Harbor Islands.

NOW, THEREFORE, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Parties agree to equally share the Employee Contribution.
3. The Employee Contribution applicable to each Party is \$3,333.33¹
4. Bal Harbour, Bay Harbor Islands, and Surfside's obligations under this MOU are solely limited to their financial contribution of \$3,333.33, each. Nothing in this agreement permits, and Bal Harbour, Bay Harbor Islands, and Surfside do not have the ability to exercise, any control over

¹ The anticipated Employee Contribution of \$10,000.00 divided by 3 equals \$3,333.33.

any aspect of the employment, duties, tasks, responsibilities, operations, actions or inactions of any part-time (or full time) person(s) employed by the School Board. Under no circumstance shall this MOU provide the basis for any claim that: a) the part-time School Board employee is an employee or agent of Bal Harbour, Bay Harbor Islands, or Surfside; or b) Bal Harbour, Bay Harbor Islands, or Surfside are a "joint employer" of the School Board's part-time employee or are in any way responsible for the actions or inactions of the School Board's part-time employee. The School Board shall be solely responsible for the employment of the School Board's part-time employee and payment of salary, wages, and fringe benefits, if any, to the School Board's part-time employee. The School Board shall be solely responsible for any employment based claims made by the School Board part-time employee, including claims for the payment of salary, wages, fringe benefits, and for unlawful termination, and for any claims based on the employee's actions or inactions. Under no circumstance shall this MOU provide the basis for any Party to make a claim against any other Party for indemnification.

5. The Parties agree that this MOU represents the Parties' entire agreement and it cannot be amended or modified without the express consent of the Parties.
6. The Parties have had the opportunity to consult with legal counsel of their choosing.
7. The Parties signify their agreement with this MOU by affixing their signatures below.
8. This MOU shall become effective the date on which it is fully ratified by the Parties ("Effective Date"). The term of this MOU shall run concurrently with the term of the Verification Plan, a copy of which is attached hereto as Composite Exhibit "A."

Town of Bay Harbor Islands, Florida

By: _____
J.C. Jimenez, Town Manager

Date: _____

Town of Surfside, Florida

By: _____

Date: _____

Village of Bal Harbour, Florida

By: _____

Date: _____

AGENDA ITEM REPORT

August 12, 2019

ITEM NUMBER: 10.

ITEM: Consideration and approval of an ordinance on **second** reading amending Section 5-20 of the Town Code to require reimbursement to perform a traffic study in connection with a development application. This item was requested at a previous meeting by Council Member Leonard.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
 Jordan Leonard, Council Member

ATTACHMENTS

1. TC Staff Report May 27 2019
2. Ordinance Final Text Ch 5 Traffic Studies June 19 2019

**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor & Town Council
Town of Bay Harbor Islands

CC: J.C. Jimenez - Town Manager
Marlene Siegel, CMC – Town Clerk

From: Michael J. Miller, AICP
Consultant Town Planner

Date: June 3rd, 2019

Subject: Land Development Traffic Impact Analysis & Studies
Existing Town Regulations / Possible Amendments
Town of Bay Harbor Islands
MMPA Acct. No. 01-0702-0400

ISSUE

For many years the Town has required that new land development projects submit, as part of a Site Development Plan application, a “concurrency level of service (LOS)” Impact Analysis Report (IAR) analyzing expected impacts to potable water, sanitary sewer, drainage, solid waste, parks and recreation, transportation facilities (roads / mass transit / pedestrian), and schools in compliance with state law provisions. The Town has prepared a standardized IAR form where applicant’s “fill-in” the blanks for each type of infrastructure using the Town’s adopted LOS standards. Typically, Town staff / MMPA / other consultants review / sign-off on the IAR analysis submitted, including expected traffic generation impacts. In most instances, because almost all new development is on sites that were previously developed and generated some vehicular trips, the analysis looks at the former development impacts, provides an estimate of the expected vehicular trips to be generated by the new development, and the net increase / decrease. The same analysis is done for all types of infrastructure. On occasion, due to a change in zoning (PUD / other), the size of a proposed redevelopment project, or expected traffic circulation impacts, the Town’s administration has required the submittal of a full-scale Traffic Study prepared by the applicant. As to the review / acceptance of such studies the Town’s internal staff, MMPA staff (often our subconsultant Glen Hanks Engineering), or other traffic expert consultant have been retained by the Town for these full-scale Traffic Study reviews.

The Code currently has several provisions that require a developer to pay for the preparation of IAR traffic analysis / full-scale Traffic Studies / Parking Reduction Studies. In addition, the Code currently has provisions that require a developer to reimburse the Town for the cost of reviewing / processing / analyzing / preparing independent studies. Over the years when the Town has received full-scale Traffic Studies these Code provisions have been used to collect payment for Town reviews. Both the Town Attorney's office and MMPA agree on this and have opined on this matter.

A request has been made to re-review this matter and to possibly amend the Code to make it abundantly clear in as many places as possible that the developers must pay for the preparation of their IAR analysis and full-scale Traffic Studies (if required), the Town's review of such documents, and if necessary, if the Town requires that a full-scale independent Traffic Study be prepared, the developer must pay for that as well.

CONCLUSION AND RECOMMENDATION

MMPA has drafted some proposed new Code text to clarify this issue by adding language similar language found elsewhere in the Code into Chapter 5 (site plan submission). See the attached draft Ordinance, and copies of the Town's existing Code provisions.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S BUILDING AND CONSTRUCTION CODE TO MODIFY PROVISIONS RELATED TO THE CONTENTS OF A PRELIMINARY DEVELOPMENT PLAN APPLICATION, INCLUDING THE SUBMITTAL OF AN IMPACT ANALYSIS REPORT (IAR) DEMONSTRATING COMPLIANCE WITH THE TOWN ADOPTED LEVEL OF SERVICE (LOS) CRITERIA, SPECIFICALLY RELATED TO TRAFFIC IMPACTS; AMENDING SECTION 5-20 OF THE TOWN'S CODE OF ORDINANCES TO REITERATE THAT A TRAFFIC IMPACT LEVEL OF SERVICE ANALYSIS IS REQUIRED AS PART OF PRELIMINARY PLAN SUBMISSION; ADDING A NEW PROVISION IN SECTION 5-20 THAT AUTHORIZES THE TOWN MANAGER TO RETAIN AN ENGINEERING CONSULTANT TO PREPARE A FULL-SCALE TRAFFIC STUDY FOR CERTAIN MAJOR LAND DEVELOPMENT PROJECTS THAT ARE EXPECTED TO GENERATE A SIGNIFICANT AMOUNT OF NEW TRAFFIC OR MAY CREATE NEGATIVE NEIGHBORHOOD IMPACTS AT THE APPLICANT'S EXPENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands has adopted building and construction regulations, general land development regulations, and zoning regulations for the community over the years pursuant to the Florida laws, some of which require a demonstration of meeting specified concurrency standards prior to allowing land development to occur; and

WHEREAS, the Town Council periodically studies various land development trends and issues and amends the Code of Ordinances accordingly; and

WHEREAS, the Town has retained the services of professionals to periodically study land development activities and land development regulations, and to recommend strategies and/or Code modifications to address identified problems; and

WHEREAS, since the adoption of concurrency regulations the Town has required a trips analysis for smaller land development projects and occasionally has required full-scale Traffic Studies for larger land development projects, including provisions for the cost reimbursement to the Town of

reviewing developer submitted traffic studies or the preparation of separate traffic studies by consultants, and desires to modify the existing Code provisions; and

WHEREAS, the Town Council desires to amend the Town's Code of Ordinances to reiterate that said traffic analysis is required to be submitted with all new development applications at the applicant's expenses, and to add a provision that authorizes the Town Manager to retain an engineering consultant to prepare a full-scale Traffic Study for certain major land development project that are expected to generate a significant amount of new traffic or may create negative neighborhood impacts, and to require that applicants reimburse the Town for the preparation and review of independent traffic analysis / studies; and

WHEREAS, the Town Council held duly advertised public meetings to consider the proposed modifications to the Town's Code.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1: That the Town of Bay Harbor Islands Land Development Regulation Code is hereby amended to amend Section 5-20, to modify provisions related to the contents of preliminary development plans submitted to the Town, including analysis of traffic impacts from land development projects; as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 2: That is any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 3: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this ____ day of _____, 2019.

PASSED on Second Reading this ____ day of _____, 2019.

STEPHANIE BRUDER
Mayor

ATTEST:

MARLENE SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

Exhibit “A”

Amendments to the Town of Bay Harbor Islands Code of Ordinances

Chapter 5 entitled “Buildings and Construction”, in Article II entitled Planning and Zoning Board Approval, in Subsection 5-20 entitled “Contents of Preliminary Plan”, related to Traffic Impact Studies for land development projects.

CHAPTER 5

BUILDINGS AND CONSTRUCTION

ARTICLE II. PLANNING AND ZONING BOARD APPROVAL

Sec. 5-20. - Contents of preliminary plan.

For the purposes of this article, preliminary plans for a building shall consist of the following:

- (a) An artist's or architect's colored drawings of all sides of the structure as completed.
- (b) A landscape architect's colored drawings of the landscaping on all sides.
- (c) An architect's drawing of the parking area showing the parking spaces and a plot plan.
- (d) An architect's plans of representative floors of a multifamily building designating typical apartment layouts, or of the entire single-family unit.
- (e) A description and samples of all materials to be used.
- (f) An architect's official computation of the lot coverage of the proposed structure in conformance with town ordinances.
- (g) A series of colored aerial photographic representations (i.e., front/rear/sides) of the subject site with the proposed site improvements superimposed onto the subject site illustrating how the new proposed project relates to neighboring properties (scale/compatibility).
- (h) Color Renderings - A series of colored graphic architectural representations (i.e., front / sides / rear) illustrating how the new proposed project relates to neighboring properties.
- (i) Submittal of an Impact Analysis Report (IAR) demonstrating compliance with the adopted concurrency Level of Service (LOS) requirements listed in subsection 11-8.4 of the Town’s Code of Ordinances. The applicant shall pay for cost of preparing the IAR and be responsible for the Town’s cost of reviewing and processing said report, including Town staff and outside consultants deemed necessary by the Town.

(j) Traffic Impact Analysis - As part of the Impact Analysis Report (IAR) each application, unless specifically exempted, shall provide an estimate of the expected vehicular trips to be generated by the new development. The analysis shall include estimates for average daily trips, AM Peak Hour trips, and PM Peak Hour trips. If a previous land development project existed on the site, the analysis shall include a comparison of the trips generated by the previous development and new development, noting the estimated increase or decrease in trips. If deemed necessary by the Town Manager for a major development project, based on the quantity of expected trip counts or expected neighborhood impacts, the Town may require a full-scale Traffic Study, the contents of which shall comply with the minimum criteria on file with the Town. Such full-scale Traffic Study shall be prepared by a consulting engineer retained by the Town, at the applicant's full expense.

AGENDA ITEM REPORT

August 12, 2019

ITEM NUMBER: 11.

ITEM: Consideration and Approval of an ordinance on **first** reading amending Section 23-1 of the Town Code to modify the definition for swimming pools by adding hot tubs, Jacuzzi and spas. And amending Section 23-12(15) to modify regulations for swimming pools, by adding provisions for hot tubs, jacuzzi and spas. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

The proposed code amendment is brought for consideration by the Office of the Town Planner to clarify the Town Code as it relates to water amenities that are located near the setbacks. The ordinance includes a provision to further define "water amenities" such as hot tubs, Jacuzzi and spas. This amendment will not change the setback requirements or design criteria.

Enclosed is a copy of the proposed ordinance.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Michael Miller, Town Planner

ATTACHMENTS

1. BHI TC Staff Report LDR Update Spas July 25 2019
2. Ordinance - tubs -Draft Ordinance July 17 2019

**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor and Town Councilmembers
J.C. Jimenez – Town Manager
Town of Bay Harbor Islands

From: Michael J. Miller, AICP *MJM*
Consultant Town Planner

Date: July 25th, 2019

Subject: Town of Bay Harbor Islands
Proposed Zoning and Planning Code Revision
Swimming Pools / Hot Tubs / Spas / Jacuzzi / Similar Uses
MMPA Acct. No. 01-0702-0500A

ISSUE:

A few months ago, the Town received an application for an in-ground “spa” on a waterfront lot which was granted a permit. Recently when shop drawings / a stem wall survey came in I reviewed the plans and noted the location did not meet the minimum Code setbacks, in my opinion. The Town's Zoning Code has extensive regulations for swimming pools – but does not mention spas, hot tubs, jacuzzi and similar facilities. Over the years I have been involved in reviewing plans / permits for the Town we have treated all “water amenities” (pools / spas / hot tubs) the same as to setbacks and the other design criteria listed in the Code. Often, such features are integrated together. No swimming pool (water and side pool walls) is allowed in the 10' side setbacks in the RD single-family district. Swimming pools are allowed to within 5' of the rear lot lines (waterfront lot and dry lots). Decking surrounding those facilities can be located to within 5' of side / rear lot lines. Special regulations exist for corner lots. The spa that was granted a permit had a 6.5' side setback but exceeded the rear 5' setback. Of course, this caused a problem with the owner / contractor as initial construction had started. The Town's administration decided to let that permit stand – as the Town Code was silent as to spas. There is no proposed change to setbacks or the other design criteria – we just added “hot tubs, jacuzzi, spas” as permitted uses after the words “swimming pool” where applicable.

To address the Town's Code vagueness for these fairly typical features, it was suggested a Code amendment should be initiated to clarify this issue for similar future requests. As requested MMPA has prepared a draft Ordinance for your consideration. Please see the attached draft Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO SWIMMING POOLS, HOT TUBS, JACUZZI, AND SPAS; AMENDING SECTION 23-1 OF THE ZONING AND PLANNING CODE TO ADD NEW DEFINITIONS; AMENDING SECTION 23-12(15) OF THE ZONING AND PLANNING CODE TO MODIFY REGULATIONS FOR SWIMMING POOLS, BY ADDING PROVISIONS FOR HOT TUBS, JACUZZI AND SPAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council periodically studies various land development trends and issues and amends the Town's Land Development Regulations accordingly; and

WHEREAS, the Town Council has been advised of an issue related to hot tubs, jacuzzi, spas and similar facilities, has studied the current Zoning and Planning Code provisions of the Town, and find that certain modifications are necessary and desirable to clarify that certain accessory uses are permitted, and to establish locational and other design requirements, by modifying the current regulations for swimming pools, by adding provisions for hot tubs, jacuzzi, and spas; and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) of the Town to review the proposed modifications to the Town's Land Development Regulations; and

WHEREAS, the Town Council held duly advertised public hearings to consider the proposed modifications to the Town's Land Development Regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to modify Section 23-1 entitled Definitions to add new definitions, and to amend Section 23-12(15) to modify the existing regulations for swimming pools, by adding

provisions for hot tubs, jacuzzi and spas, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 2: That is any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 3: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this ____ day of _____, 2019.

PASSED on Second Reading this ____ day of _____, 2019.

STEPHANIE BRUDER
Mayor

ATTEST:

MARLENE M. SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT "A"

The Town of Bay Harbor Islands, Florida Code of Ordinances is hereby amended as follows:

CHAPTER 23

ZONING AND PLANNING

ARTICLE I. ZONING REGULATIONS

The following new Zoning Code Definitions are Adopted

Sec. 23-1. - Definitions.

For the purposes of this article, certain terms and words are herein defined. Words used in the present tense include the future; the singular number includes the plural, and the plural the singular; the words "used for" include the meaning "designed for"; the word "structure" includes the word "building"; the word "shall" is mandatory and not discretionary; the word "lot" includes the words "plot" and tract."

Hot Tub, Jacuzzi, or Spa. A large tub or small pool, typically designed for more than one person and often heated, water-filled enclosure, permanently constructed below the level of the surrounding land or above surface, designed, used and maintained for hydrotherapy, relaxation or pleasure.

Swimming Pool. A water-filled enclosure, permanently constructed, having a depth of more than eighteen (18) inches below the level of the surrounding land, used and maintained for swimming.

Swimming Pool, Hot Tub, Jacuzzi or Spa Decks. A landscaped and/or surfaced area surrounding a swimming pool, hot tub, jacuzzi, or spa at grade level. Such decking can have multiple levels.

The following new Zoning Code Provisions are Adopted

Sec. 23-12. – General provisions.

(15) Projections into setback areas:

(g) Swimming pools, hot tubs, jacuzzi, or spas may be constructed on any waterfront or non-waterfront lot with following restrictions:

i. Swimming pools, hot tubs, jacuzzi, or spas may be constructed on waterfront lots on the side which abuts the water with the following restrictions:

a. They must not exceed two feet above finish grade.

- b. They must not be closer than five feet to the seawall.
 - c. They must not be constructed in the side yard setback areas.
- ii. Swimming pools, hot tubs, jacuzzi, or spas may be constructed on waterfront lots on the side or sides which abut the street with the following restrictions:
 - a. They must not exceed two feet above finish grade.
 - b. They must not be closer than 20 feet to the rear lot line.
 - c. They must not be constructed in the side yard setback areas.
- iii. Swimming pools, hot tubs, jacuzzi, or spas may be constructed on non-waterfront lots on the side or sides which abut the street with the following restrictions:
 - a. They must not exceed two feet above finish grade.
 - b. They must not be closer than 20 feet to the front yard lot line.
 - c. They must not be constructed in the side yard setback areas.
- iv. Swimming pools, hot tubs, jacuzzi, or spas may be constructed on non-waterfront lots in the rear yard setback with the following restrictions:
 - a. They must not exceed two feet above finish grade.
 - b. They must not be closer than five feet to the rear yard lot line.
 - c. They must not be constructed in the side yard setback areas.
- v. Swimming pools, hot tubs, jacuzzi, or spas and equipment may be constructed in setback areas with the following restrictions:
 - a. Swimming pools, hot tubs, jacuzzi, or spas and pool equipment must not be closer than five feet to the side or rear yard lot line.
 - b. [Reserved.]
 - c. Swimming pool, hot tub, jacuzzi, or spa equipment must be screened from sight from adjacent property and from the street when viewed from ground level.

vi. Except for the foregoing permitted construction and restrictions, no swimming pools, hot tubs, jacuzzi, or spas or pool equipment may be constructed in any setback area.

PPvii. All swimming pools, hot tubs, jacuzzi, or spas to be constructed in areas abutting a street shall be screened from the street by a wall or fence and landscaping so that the pool cannot be seen from the street. Further, there shall be full compliance with all provisions of the town's ordinances regulating fences and walls.

viii. The construction of swimming pool, hot tub, jacuzzi or spa decks shall be subject to prior approval by the town manager or the planning and zoning board. Plans showing the location of new or replacement decks shall be provided to the building department prior to issuance of a permit. A sample of the decking material will be required when submitting an application.

ix. No portion of a swimming pool, hot tub, jacuzzi, or spa deck shall be placed closer than five feet to a side or rear lot line. No portion of a swimming pool, hot tub, jacuzzi, or spa deck shall be placed in the minimum front yard setback area.

x. Notwithstanding the above restrictions, a swimming pool, hot tub, jacuzzi, spa and/or swimming pool decking may be constructed in a street side yard of a corner lot in the RD Single-family district and RM-2 Multi-family district with the following restrictions:

a. Swimming pools, hot tubs, jacuzzi, or spas, and swimming pool decking shall not be closer than five feet to the street side lot line.

b. Swimming pools, hot tubs, jacuzzi, or spas, swimming pool equipment and swimming pool decking shall be screened from sight from adjacent property and from the street when viewed from ground level pursuant to the provisions of subsection vii above.

c. The street side yard is the yard area of a corner lot other than the yard that the front of the building faces. If a building is placed on a corner lot in an angled configuration the town will designate the front and street side yards. Swimming pools, hot tubs, jacuzzi, or spas, and swimming pool decking shall not be placed in front yard areas on corner lots.

AGENDA ITEM REPORT

August 12, 2019

ITEM NUMBER: 12.

ITEM: Approval of a 3 year contract award to Christmas Designers for Holiday Lighting and Decorations Design and Display Services in the amount of \$70,000 per year. Staff is also recommending the extra option for an additional cost of \$9,650. Enclosed is a copy of the proposed designs and other supporting documents.

DESCRIPTION:

The Town's contract with Plant Professionals, Inc. for holiday decorations expired in 2018. In May, the Town publicly advertised Request for Proposals (RFP) No. BC-153: Holiday Lighting and Decorations Design and Display Services. Submissions were due on June 11, 2019 and a total of 4 proposals were received.

The four bidders were:

Christmas Designers: \$70,000 per year

Plant Professionals: \$69,754.96

Miami Christmas Lights: \$69,895.21

All Seasons Imports: \$69,900

Staff Recommends awarding the contract to Christmas Designers, Inc. in the amount of \$70,000 per year. Staff also recommends approving the additional option in the amount of \$9,650 to provide decorations for the monument walls on the West Island.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The annual cost of the proposed contract including the additional option is \$79,650. The budgeted amount for this service is \$80,000. This item is charged to the causeway fund.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Holiday Lighting and Decoration Services	9/2/2019	\$79,650.00	541.5-400044.000	BC 153 - Holiday Lighting Decoration and Display Services	\$80,000.00

Submitted By: Juan C Jimenez, Town Manager

ATTACHMENTS

1. Evaluation Sheets - Siegel - Armstrong - Choute
2. Christmas Designers
3. Miami Christmas Lights
4. Plant Professionals
5. All Seasons Imports

BC-153 Holiday Lighting and Decorations Design and Display Services				
Company Name	Miami Christmas Lights	Christmas Designers	Plant Professionals	All Seasons Imports
Proposed Price	\$69,895.21	\$70,000.00	\$69,754.96	\$69,900.00
Experience of Proposer (20 pts)	20	20	20	20
Experience of Personnel (20 pts)	10	10	10	10
Proposed Design (30 pts)	20	30	10	15
Cost (20 pts)	19	17	20	18
Workload	10	10	10	10
References	10	10	10	10
Total Score	89	97	80	83

Evaluator: Marlene Siegel

Additional Comment: Recommend the additional option for Area 8 - Monument Signs on the West Island

BC-153 Holiday Lighting and Decorations Design and Display Services				
Company Name	Miami Christmas Lights	Christmas Designers	Plant Professionals	All Seasons Imports
Proposed Price	\$69,895.21	\$70,000.00	\$69,754.96	\$69,900.00
Experience of Proposer (20 pts)	20	20	20	20
Experience of Personnel (20 pts)	10	10	10	10
Proposed Design (30 pts)	25	30	20	10
Cost (20 pts)	19	17	20	18
Workload	10	10	10	10
References	10	10	10	10
Total Score	94	97	90	78

Evaluator: Douglas Armstrong

BC-153 Holiday Lighting and Decorations Design and Display Services				
Company Name	Miami Christmas Lights	Christmas Designers	Plant Professionals	All Seasons Imports
Proposed Price	\$69,895.21	\$70,000.00	\$69,754.96	\$69,900.00
Experience of Proposer (20 pts)	20	20	20	20
Experience of Personnel (20 pts)	10	10	10	10
Proposed Design (30 pts)	20	30	10	10
Cost (20 pts)	19	17	20	18
Workload	10	10	10	10
References	10	10	10	10
Total Score	89	97	80	78

Evaluator: Regine Choute



**Christmas
Designers**

Masters Of Commercial Decorating

**Town of Bay Harbor Islands
RFP: BC-153**

TAB 2: PROPOSAL

www.ChristmasDesignersfl.com

3124 NW 16th Terrace, Pompano Beach FL, 33064 ♦ (800) 432-5139 ♦ (954) 973-4225

TOWN OF BAY HARBOR ISLANDS

Holiday Program Proposal



Christmas Designers
Celebrating 40 years of service
1979-2019

www.ChristmasDesignersFL.com

3124 NW 16th Terrace, Pompano Beach FL, 33064 © (800) 432-5139 © (954) 973-4225

TOWN OF BAY HARBOR ISLANDS HOLIDAY PROGRAM PROPOSAL

AREA 1 – CENTER MEDIAN 1



For each of the eleven (11) Royal Palms, we will wrap the trunks with eighteen (18) Warm White Commercial Connect LED 70 light 4" spacing light sets.

198	LED 70 light 4" spacing light sets CC Warm White	\$ 5,940.00
	Equipment Charge	\$ 968.00

For each of the nine (9) Ligustrum Trees, we will wrap the trunks with ten (10) Warm White Commercial Connect LED 70 light 4" spacing light sets and scatter throughout the foliage with thirty (30) Warm White LED Scatter Sets.

90	LED 70 light 4" spacing light sets CC Warm White	\$ 2,700.00
270	LED Scatter Sets Warm White	\$ 6,210.00

TOTAL AREA 1	\$ 15,818.00
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2019-2021 20190330 JC/JT 6.10.2019

AREA 2 – CENTER MEDIAN 2

For each of the ten (10) Royal Palms, we will wrap the trunks with eighteen (18) Warm White Commercial Connect LED 70 light 4" spacing light sets.

180	LED 70 light 4" spacing light sets CC Warm White	\$ 5,400.00
	Equipment Charge	\$ 880.00

For each of the nine (9) Ligustrum Trees, we will wrap the trunks with ten (10) Warm White Commercial Connect LED 70 light 4" spacing light sets and scatter throughout the foliage with thirty (30) Warm White LED Scatter Sets.

90	LED 70 light 4" spacing light sets CC Warm White	\$ 2,700.00
270	LED Scatter Sets Warm White	\$ 6,210.00

TOTAL AREA 2 **\$ 15,190.00**

AREA 3 – CENTER MEDIAN 3



For each of the five (5) Robellini Palms, we will wrap the trunks with five (5) Warm White Commercial Connect LED 70 light 4" spacing light sets.

For each of the ten (10) Alexander Palms, we will wrap the trunks with three (3) Warm White Commercial Connect LED 70 light 4" spacing light sets.

For each of the three (3) Queen Palms, we will wrap the trunks with five (5) Warm White Commercial Connect LED 70 light 4" spacing light sets.

55	LED 70 light 4" spacing light sets CC Warm White	\$ 1,650.00
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TOTAL AREA 3 **\$ 1,650.00**

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2019-2021 20190330 JC/JT 6.10.2019

AREA 4 – CENTER MEDIAN 4

For each of the five (5) Robellini Palms, we will wrap the trunks with two (2) Warm White Commercial Connect LED 70 light 4" spacing light sets.

For each of the twenty (20) Alexander Palms, we will wrap the trunks with three (3) Warm White Commercial Connect LED 70 light 4" spacing light sets.

For each of the five (5) Queen Palms, we will wrap the trunks with five (5) Warm White Commercial Connect LED 70 light 4" spacing light sets.

95	LED 70 light 4" spacing light sets CC Warm White	\$ 2,850.00
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TOTAL AREA 4		\$ 2,850.00
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AREA 5 – BROAD CAUSEWAY ENTRANCE



In the Center Median when entering Town of Bay Harbor Islands, we will install one (1) 40'6"W x 6'H LED Season Greetings Sign with a total of five (5) Giant LED Sail Displays, reaching up to a total height of 30'.

1	40'6"W x 6'H LED Season Greetings Sign w/5 - LED Giant Sails	\$ 10,500.00
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For each of the eleven (11) Royal Palms, located by the Entrance to Bay Harbor Islands, we will wrap the trunks with sixteen (16) Warm White Commercial Connect LED 70 light 4" spacing light sets.

176	LED 70 light 4" spacing light sets CC Warm White	\$ 5,280.00
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TOTAL AREA 5		\$ 15,780.00
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2019-2021 20190330 JC/JT 6.10.2019

AREA 6 – GOVERNMENT CENTER



For each of the three (3) Ligustrum Trees, we will wrap up into the foliage's with twelve (12) Warm White Commercial Connect LED 70 light 4" spacing light sets.

We will also install four (4) 4' LED Cascade Branch and three (3) 2.3' LED Polestar in the foliage.

For the one (1) Hedge, next to the Entrance walkway, we will scatter throughout with twenty-five (25) Warm White LED Hedge Sets.

36	LED 70 light 4" spacing light sets CC Warm White	\$ 1,152.00
12	4' LED Cascade Branch	\$ 600.00
9	2.3' LED Polestar	\$ 378.00
25	LED Hedge Sets Warm White	\$ 300.00

On the front of the Building, we will install one (1) LED Happy Holidays Sign.

On top of the Building, we will install one (1) 21' LED Tree of Lights.

For the each of the ten (10) Windows, we will uplight using one (1) Wall washer.

1	LED Happy Holidays Sign	\$ 2,500.00
1	21' LED Tree of Lights	\$ 3,600.00
10	Wall washers	\$ 2,500.00

We will also outline the Building, as shown in artwork above, with a total 400' of C7 12" spacing green cord light line with Warm White LED bulbs.

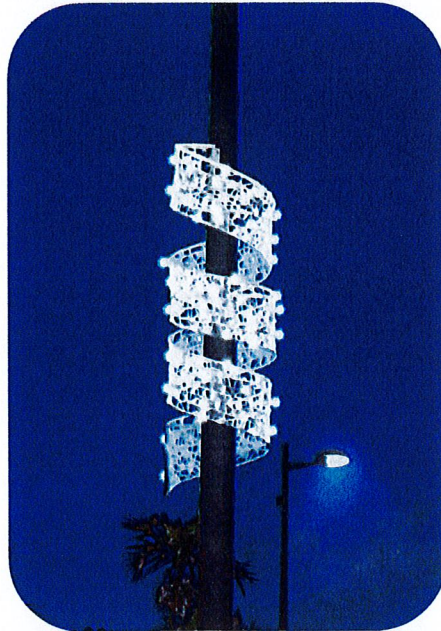
400'	C7 12" spacing green cord w/Warm White LED bulbs	\$ 2,200.00
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TOTAL AREA 6

\$ 13,230.00

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2019-2021 20190330 JC/JT 6.10.2019

AREA 7 – LIGHT POLES



For each of the twenty (20) Tall Light Poles along Kane Concourse in front of the Retail stores, we will install one (1) 59" LED Ribbon Pole Décor.

20	59" LED Ribbon Pole Décor	\$ 10,500.00
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TOTAL AREA 7		\$ 10,500.00
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2019-2021 20190330 JC/JT 6.10.2019

**RENTAL COST RECAP
TOWN OF BAY HARBOR ISLANDS
HOLIDAY PROGRAM**

Area 1 – Center Median 1	\$ 15,818.00
Area 2 – Center Median 2	\$ 15,190.00
Area 3 – Center Median 3	\$ 1,650.00
Area 4 – Center Median 4	\$ 2,850.00
Area 5 – Broad Causeway Entrance	\$ 15,780.00
Area 6 – Government Center	\$ 13,230.00
Area 7 – Light Poles	\$ 10,500.00
Subtotal	\$ 75,018.00
<i>Multi-Year Discount</i>	<i>(\$ 5,018.00)</i>
TOTAL TOWN OF BAY HARBOR ISLANDS PER SEASON	\$ 70,000.00

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2019-2021 20190330 JC/JT 6.10.2019

TOWN OF BAY HARBOR ISLANDS HOLIDAY PROGRAM PROPOSAL

OPTIONAL ADDITION

AREA 8 – MONUMENT SIGNS



Behind each of the two (2) Monument Signs, we will install a total of four (4) Giant LED Sail Displays, reaching up to a total height of 30'.

For each of the total six (6) Royal Palms, three by each of the two Bay Harbor Islands Monument Signs, we will wrap the trunks with twelve (12) Warm White Commercial Connect LED 70 light 4" spacing light sets.

8	Giant LED Sail Display	\$ 7,070.00
72	LED 70 light 4" spacing light sets CC Warm White	\$ 2,160.00
	Equipment Charge	\$ 240.00

For each of the two (2) Monument Walls, we will outline along the top with 20' C7 12" spacing white cord light line with Warm White LED bulbs.

40'	C7 12" spacing white cord w/Warm White LED bulbs	\$ 200.00
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TOTAL AREA 8	\$ 9,650.00
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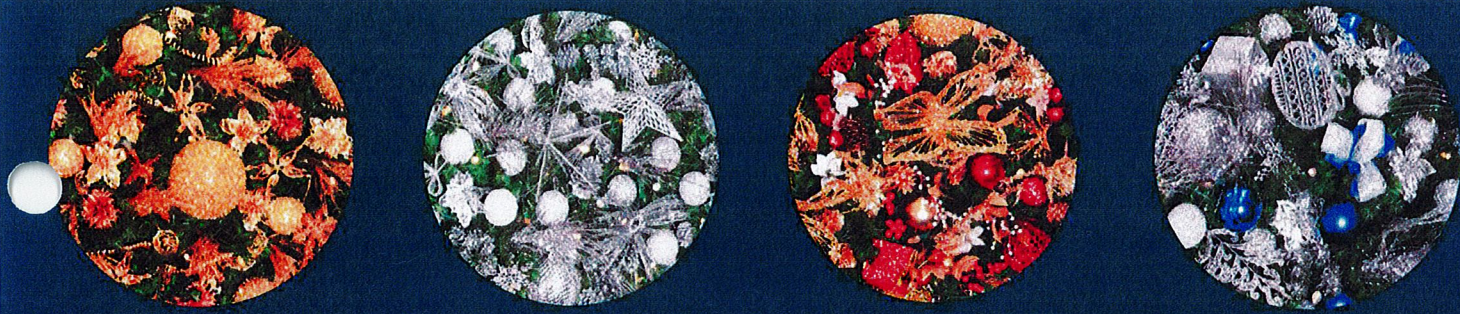
2019-2021 20190330 JC/JT 6.10.2019

Causeway Entrance Opt.1

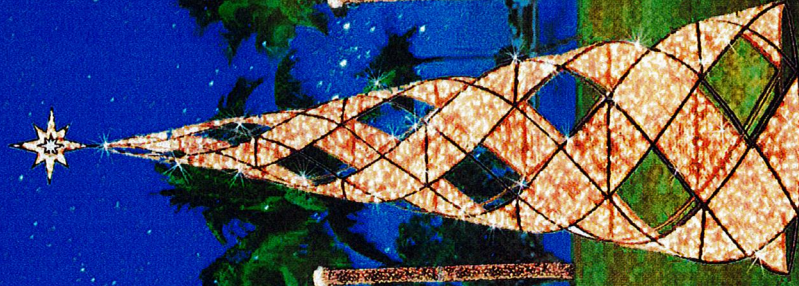


Renderings are concept only. Actual production may deviate from art

MIAMI CHRISTMAS LIGHTS



Causeway Entrance Opt.2



Renderings are concept only. Actual production may deviate from art

MIAMI CHRISTMAS LIGHTS

Center Median #1



MIAMI CHRISTMAS LIGHTS

Renderings are concept only. Actual production may deviate from art

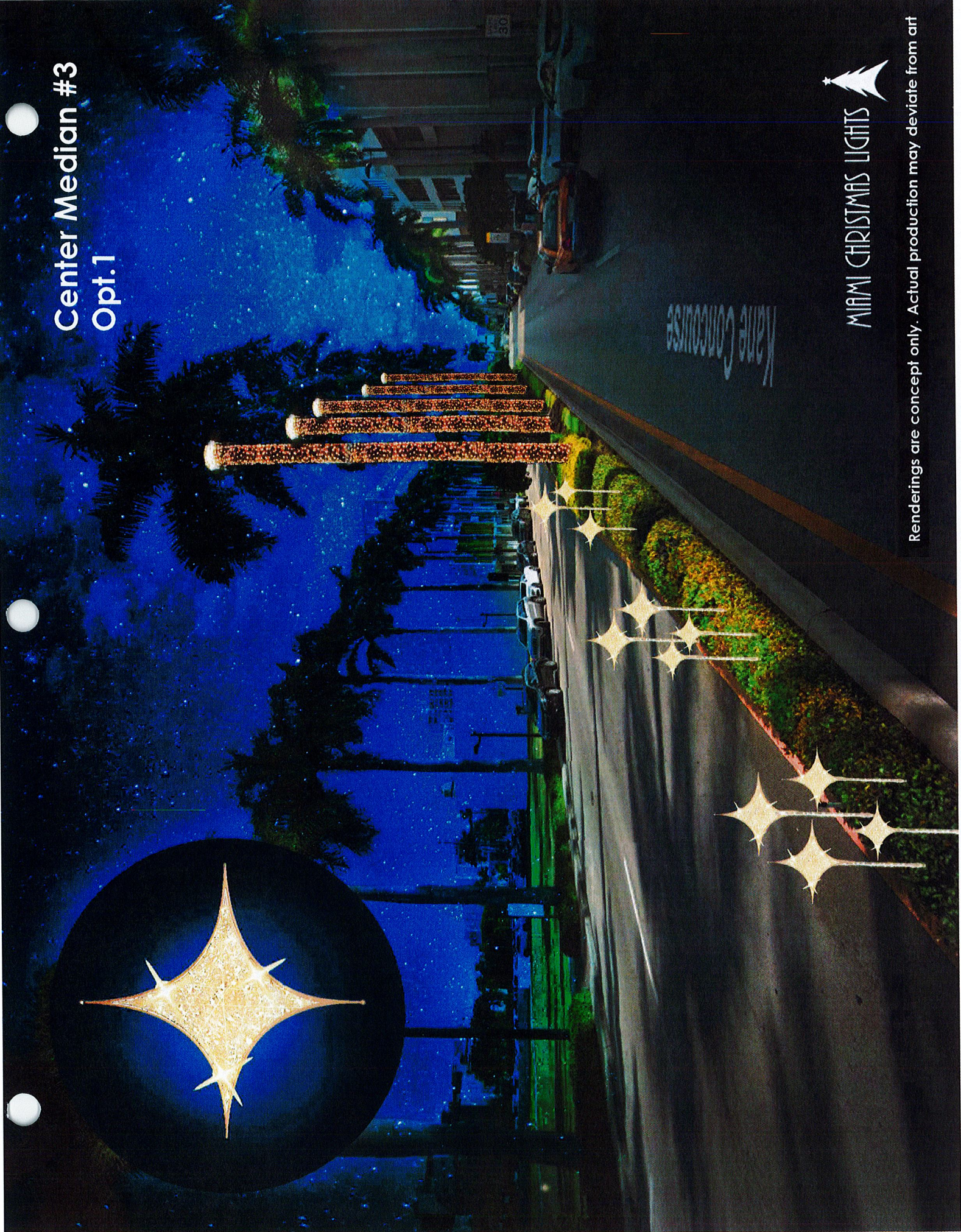
Center Median #2



MIAMI CHRISTMAS LIGHTS

Renderings are concept only. Actual production may deviate from art

Center Median #3 Opt.1



MIAMI CHRISTMAS LIGHTS

Renderings are concept only. Actual production may deviate from art

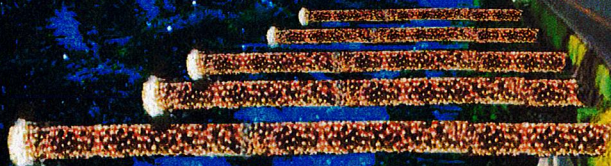
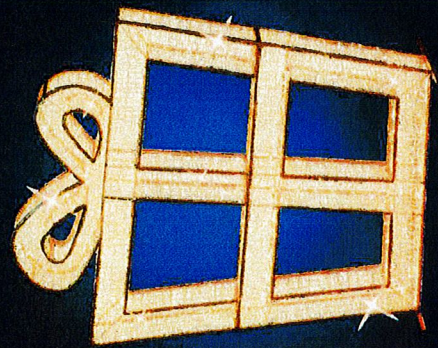
Center Median #3
Opt.2



MIAMI CHRISTMAS LIGHTS

Renderings are concept only. Actual production may deviate from art

Center Median #3
Opt.3



Kane Concourse

MIAMI CHRISTMAS LIGHTS

Renderings are concept only. Actual production may deviate from art

Center Median #4
Opt.1

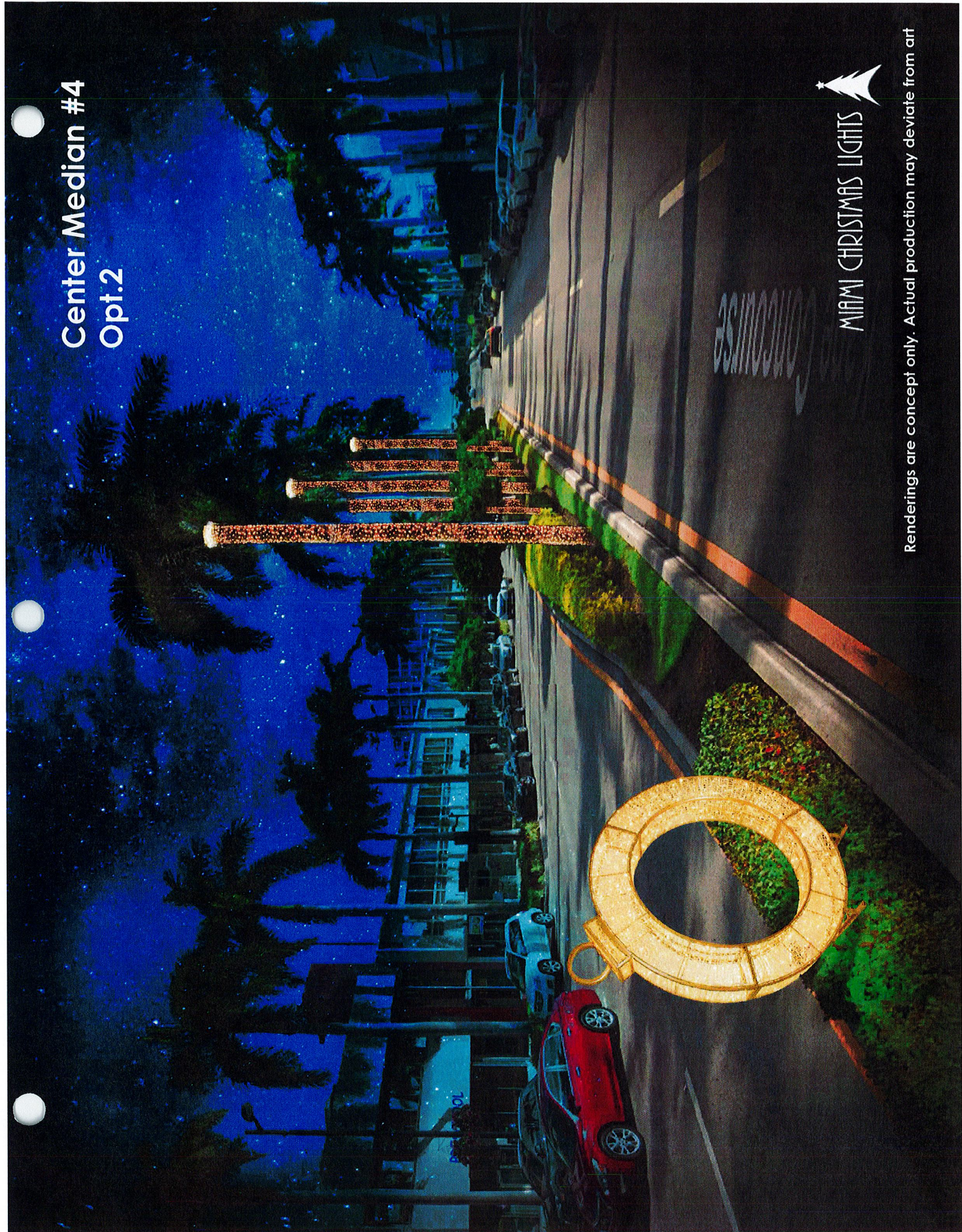


MIAMI CHRISTMAS LIGHTS



Renderings are concept only. Actual production may deviate from art

Center Median #4 Opt.2



Miami Christmas Lights

Renderings are concept only. Actual production may deviate from art

Center Median #4
Opt.3



MIAMI CHRISTMAS LIGHTS

Renderings are concept only. Actual production may deviate from art

Pricing

MIAMI CHRISTMAS LIGHTS



Miami Christmas Lights
1330 West Ave - Suite 2012
Miami Beach, FL 33139

ESTIMATE

Ph: 305.432.2225
info@miamichristmaslights.com
miamichristmaslights.com

Customer Information

Town of Bay Harbor Islands
J.C. Jimenez
1067 Kane Concourse
Bay Harbor Islands, FL 33154
Ph: 305-866-6241
Em: jcjimenez@bayharborislands.net
Budget: \$ 70,000.00

Proposal Information

Estimate #: 19-90
Proposal Date:
Decision Date: 06/14/2019
Desired Install Date: 09/01/2019
Desired Removal Date: 01/06/2020
Contract Expire Date: 2021
Deposit Method:

Item	Qty	Price	Total
Causeway Entrance	0	\$ 0.00	\$ 0.00
25°53'19.0"N 80°08'52.1"W			
Install patented co-axial LED warm white harness on 35' grand palm in center median grass area. Power to be supplied by Customer.	12	\$ 1,253.93	\$ 15,047.16
Wrap top 18" of Grand palm with intense Warm White LED "crown" of lights. Maximum of 10 strings of lights will be used per tree.	12	\$ 300.00	\$ 3,600.00
Install Christmas Tree at Causeway Entrance location. Each option presented has the same cost.	1	\$ 7,000.00	\$ 7,000.00
Median #1	0	\$ 0.00	\$ 0.00
25°53'11.3"N 80°08'16.6"W			
Install co-axial 4" spaced warm white LED 5MM light string on 15' slender palm in center median	24	\$ 117.22	\$ 2,813.28
Median #2	0	\$ 0.00	\$ 0.00
25°53'11.5"N 80°08'08.8"W			
Install co-axial 4" spaced warm white LED 5MM light string on 15' slender palm	15	\$ 117.22	\$ 1,758.30
Median #3	0	\$ 0.00	\$ 0.00
25.886684, -80.132249			
Install patented co-axial LED warm white harness on 35' grand palm	10	\$ 1,253.93	\$ 12,539.30
Wrap top 18" of Grand palm with intense Warm White LED "crown" of lights. Maximum of 10 strings of lights will be used per tree.	10	\$ 300.00	\$ 3,000.00
1 decor option. All options are the same costs. Units per option are reflected in the rendering	1	\$ 5,000.00	\$ 5,000.00
Median #4	0	\$ 0.00	\$ 0.00
25.886768, -80.130315			
Install patented co-axial LED warm white harness on 35' grand palm	11	\$ 1,253.93	\$ 13,793.23
Wrap top 18" of Grand palm with intense Warm White LED "crown" of lights. Maximum of 10 strings of lights will be used per tree.	11	\$ 300.00	\$ 3,300.00
Install co-axial 4" spaced warm white LED 5MM light string on 10' slender palm	8	\$ 90.33	\$ 722.64
1 decor option. All options are the same costs. Units per option are reflected in the rendering	1	\$ 5,000.00	\$ 5,000.00
Sub Total			\$ 73,573.91
Government Discount - Discount			\$ 3,678.70
Adjustment			\$ 0.00
Grand Total			\$ 69,895.21
DEPOSIT AMOUNT DUE			\$ 34,947.61

Prices include all materials, which are supplied by Miami Christmas Lights and remain the property of Miami Christmas Lights, installation, maintenance, and removal. Customer is only responsible to supply adequate power sources. If Customer is providing any materials, that will be noted in the Notes section.

Notes

Lights to be installed after September 1st. Decor to be installed after November 1st. Display to be fully operational on date agreed to annually between MCL and Town of Bay Harbor Islands.

Power

Outlet Location:
Circuit Breaker Location:
Integrated Timers: No Timer Hours: N/A
Other Notes: TBD

Insurance

Miami Christmas Lights carries \$3,000,000/\$4,000,000 commercial liability and \$1,000,000 workers compensation insurance. For copies of either policy, please ask your sales representative.

Terms and Conditions

By my signature below, I certify that I have read and agree to the provisions set forth in this invoice and to the Miami Christmas Lights Standard Terms and Conditions posted at www.miamichristmaslights.com/termsandconditions.pdf which are incorporated by reference herein. A deposit of 50% of the total estimate is required to reserve the installation time slot. Miami Christmas Lights will not begin any work until deposit is received. Agreement expires after 2021 season.



145 SW 3 Avenue
Homestead, FL 33030
(305)-259-0503 Phone
(305)-245-0308 Fax
Info@plantprofessionals.com

Broad Causeway



*base not pictured



*Royal Palms will receive burst lighting only. Coconut Palms will receive trunk lighting and burst lighting.



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Residential Island



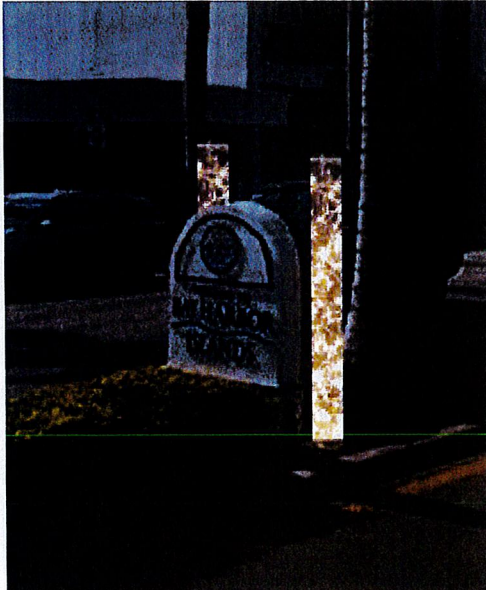


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Downtown Island



*Center Royal Palms to receive trunk lighting and burst lighting



*2 for monument sign. Each piece of art will have 4 pieces per. 10 pieces total.



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Pole Mounts





Plant Professionals, Inc.
145 SW 3rd Avenue
Homestead, FL 33030 US
305-259-0503
plantprofessionals@yahoo.com
www.plantprofessionals.com

ESTIMATE

ADDRESS

Juan C. Jimenez
Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

SHIP TO

Juan C. Jimenez
Bay Harbor Islands
Kane Concourse
Byay Harbor Islands, FL
33154

ESTIMATE # 3439

DATE 06/11/2019

QTY	LOCATION	RATE	AMOUNT
	Broad Causeway		
3	Spiral warp Washingtonia Palms - LED 5mm warm white miniature lights from base of trunk to fronds - LED 5mm blue lights installed beneath fronds for burst effect - Burst to be about 12"-18" - Green wire, 6" spacing between bulbs - 4"- 6" spacing between wraps	396.00	1,188.00
11	Install Burst on Royal Palms - LED 5mm green lights installed at top of grey wood - Burst to be about 18" - Green wire, 6" spacing between bulbs - Tightly wrapped to gain burst effect	90.00	990.00
10	Spiral warp Coconut Palms - LED 5mm warm white miniature lights from base of trunk to fronds - LED 5mm blue and green lights installed beneath fronds for burst effect (alternating palms) - Burst to be about 12"-18" - Green wire, 6" spacing between bulbs - 4"- 6" spacing between wraps	330.00	3,300.00
1	Tower Tree with Custom Base - 20' Grand Teton Tower Tree (or similar) - 4' custom made base beneath tree - LED warm white miniature lights in tree - TO be installed after turn around on hill	14,355.50	14,355.50
	Residential Island		
8	Spiral warp Roebelinii Palms - LED 5mm warm white miniature lights from base of trunk to fronds - LED 5mm blue and green lights installed beneath fronds for burst	40.00	320.00

QTY	LOCATION	RATE	AMOUNT
	effect (alternating palms) - Burst to be about 8" - Green wire, 6" spacing between bulbs - 4"- 6" spacing between wraps		
32	Spiral warp Adonidia Palms - LED 5mm warm white miniature lights from base of trunk to fronds - LED 5mm blue and green lights installed beneath fronds for burst effect (alternating palms) - Burst to be about 12" - Green wire, 6" spacing between bulbs - 4"- 6" spacing between wraps	140.00	4,480.00
7	Spiral warp Queen Palms - LED 5mm warm white miniature lights from base of trunk to fronds - LED 5mm blue and green lights installed beneath fronds for burst effect (alternating palms) - Burst to be about 12" - Green wire, 6" spacing between bulbs - 4"- 6" spacing between wraps	180.00	1,260.00
	Downtown Island		
21	Spiral warp Royal Palms (center median) - LED expandable lights installed from base of trunk to grey wood - LED 5mm blue and green lights installed at top of grey wood for burst effect (alternating palms) - Burst to be about 18" - Black high grade wire - Year round rated lights - Closed coupling connections - 4"- 6" spacing between wraps	849.90	17,847.90
10	Monument Sign and Art Work Accents - 6' x 4" clear cylinders with lights - LED Invisilite Light Strings - Phasing effect (minor twinkling effect)	65.00	650.00
	Pole Mounts		
18	Small Light Poles - Downtown island only - LED Xanthe 'Gift Box' Pole Mount - Warm white lights on box framing - Blue Bow - 3.5' OA minimum - Installed at top of pole facing direction of traffic for best viewing	252.82	4,550.76
24	Large Light Poles - Downtown island, residential island, and bridge connecting residential and downtown island - LED Icarus 'Scroll with Bow' Pole Mount - Warm white lights on scroll - Green Bow - 5' OA minimum - Installed at top of pole near power source and pacing direction of traffic for best viewing	313.60	7,526.40

QTY	LOCATION	RATE	AMOUNT
24	Large Light Poles - Downtown island, residential island, and bridge connecting residential and downtown island - LED Astraeus '3D Triple Star' Pole Mount - Warm white lights - 5' OA minimum - Installed at top of pole near power source and pacing direction of traffic for best viewing	553.60	13,286.40

Price Per Season

TOTAL

\$69,754.96

Thank You

Accepted By

Accepted Date



June 10, 2019

The City of Bay Harbor Island

RFP NO BC-153 Holiday Lighting and Decorations Design and Display Services

Provide their best design concept for a holiday lighting and decoration display for the Town along the Shepard Broad Causeway / 96th Street / Kane Concourse and Town Hall.

Shepard Broad Causeway west of turn around.

16' decorated LED Tree

1- 6' lit 3D LED gift box

1- 8' lit 3D LED star

1- Or 7' 3D ornament

11- royal palms lit with 5mm LED lights

9- palms lit with 5mm LED lights

East Entrance sign(s)

Northside

2- 24" pole mounted LED lit Snowflakes

1- 48" pole mounted LED lit Snowflake

Southside

2- 24" pole mounted LED lit Snowflakes

1- 48" pole mounted LED lit Snowflake

Town Hall

Building wrap in C9 LED lights 12" Spacing

2- 20' palm tree wrap

Net Lights for Bushes

2 tree trunk wrap

1- 7' 3D LED lit Deer



96th Street/Kane Concourse

West Bay Harbor to Bay Harbor

59 -30' Royal Palm Tree lit with 5mm white LED lights

Median Island

6- 24" pole mounted LED lit snowflakes

1- 7' 3D LED lit Deer or Ornament of you choice

Bay Harbor to East Bay Harbor

50- 30' Royal Palm Trees lit with 5mm white LED lights

Median Island

6- 24" pole mounted LED lit snowflakes

1- 7' 3D LED lit Deer or Ornament of your choice

Median Island welcome sign

2- 24" pole mounted LED lit snowflake

1- 48" pole mounted LED lit snowflake

1. 1 year rental based on 3 year contract
2. All displays items are the property of All Seasons Imports and are for the exclusive use of the Town of Bay Harbor
3. All Seasons Imports with provide 24/7 maintenance.
4. All exterior lighting will be warm white LED with watertight coaxial connections.

Total cost per year \$69,900.00 including delivery, set up and take down.

9820 NW 77th Ave. Hialeah Gardens, FL 33016 • Phone: 305 558 5352 • Fax: 305 823 1106
WWW.THECHRISTMASPALCE.COM

Ref
2

4.7



9820 NW 77th Avenue

Hialeah Gardens, FL 33016

#(305) 558-5352

Bmerrill@thechristmaspalace.com

jknipts@aol.com

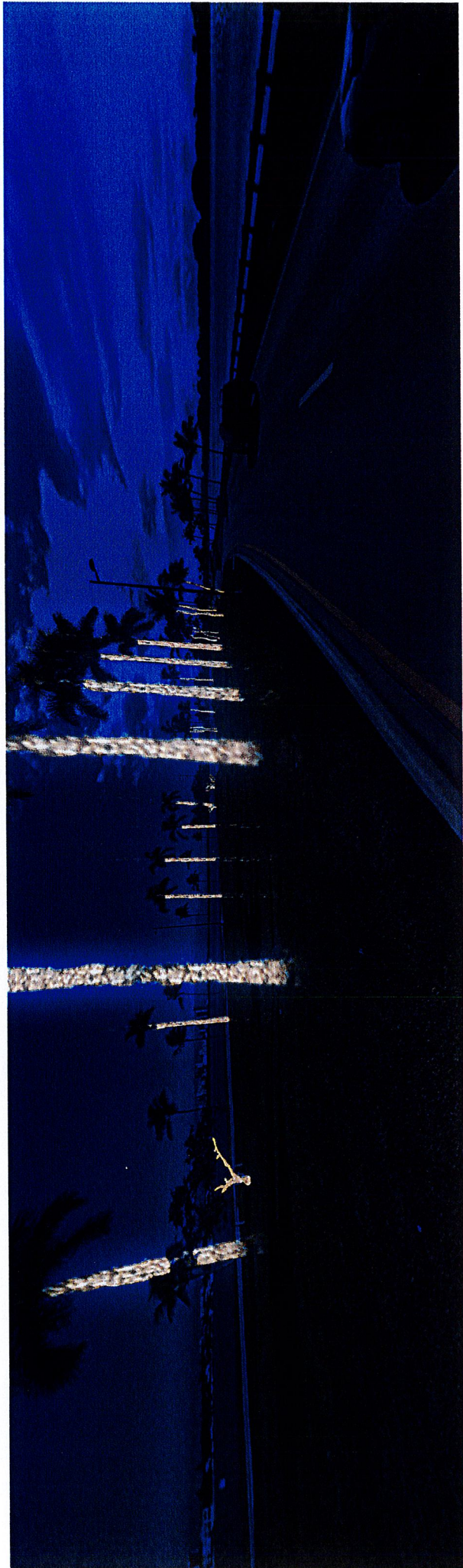
Bay Harbor Islands 2019



Shepard Broad Causeway



West Median



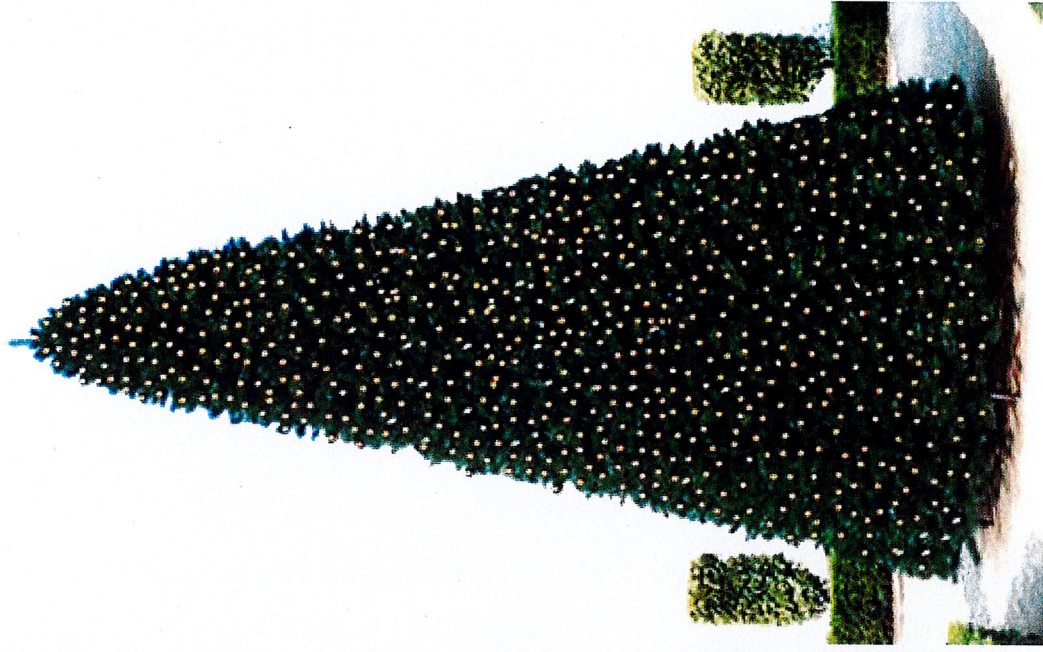
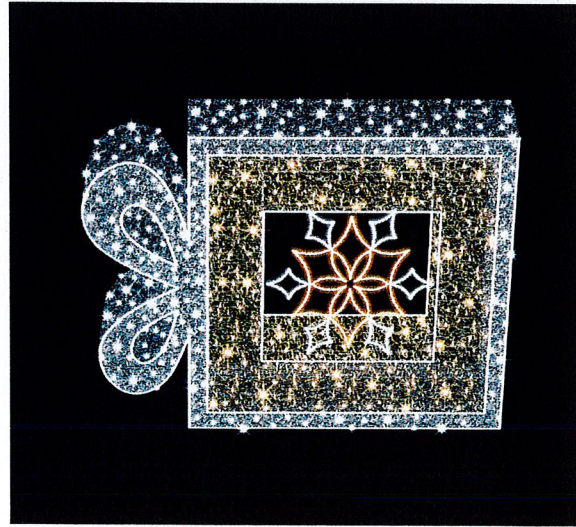
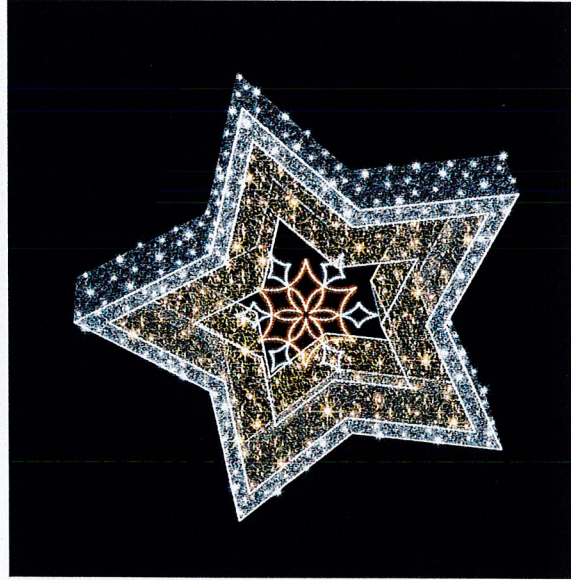
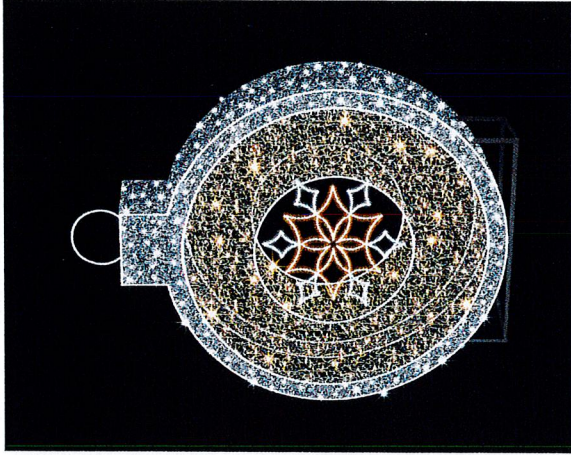


Turn About

- 1- 16 Foot Tree/LED
- 1- 71 Inch 3D Gift Box/LED
- 1- 90.5 Inch 3D Star/LED
- 1- 79 Inch 3D Ornament/LED



Components





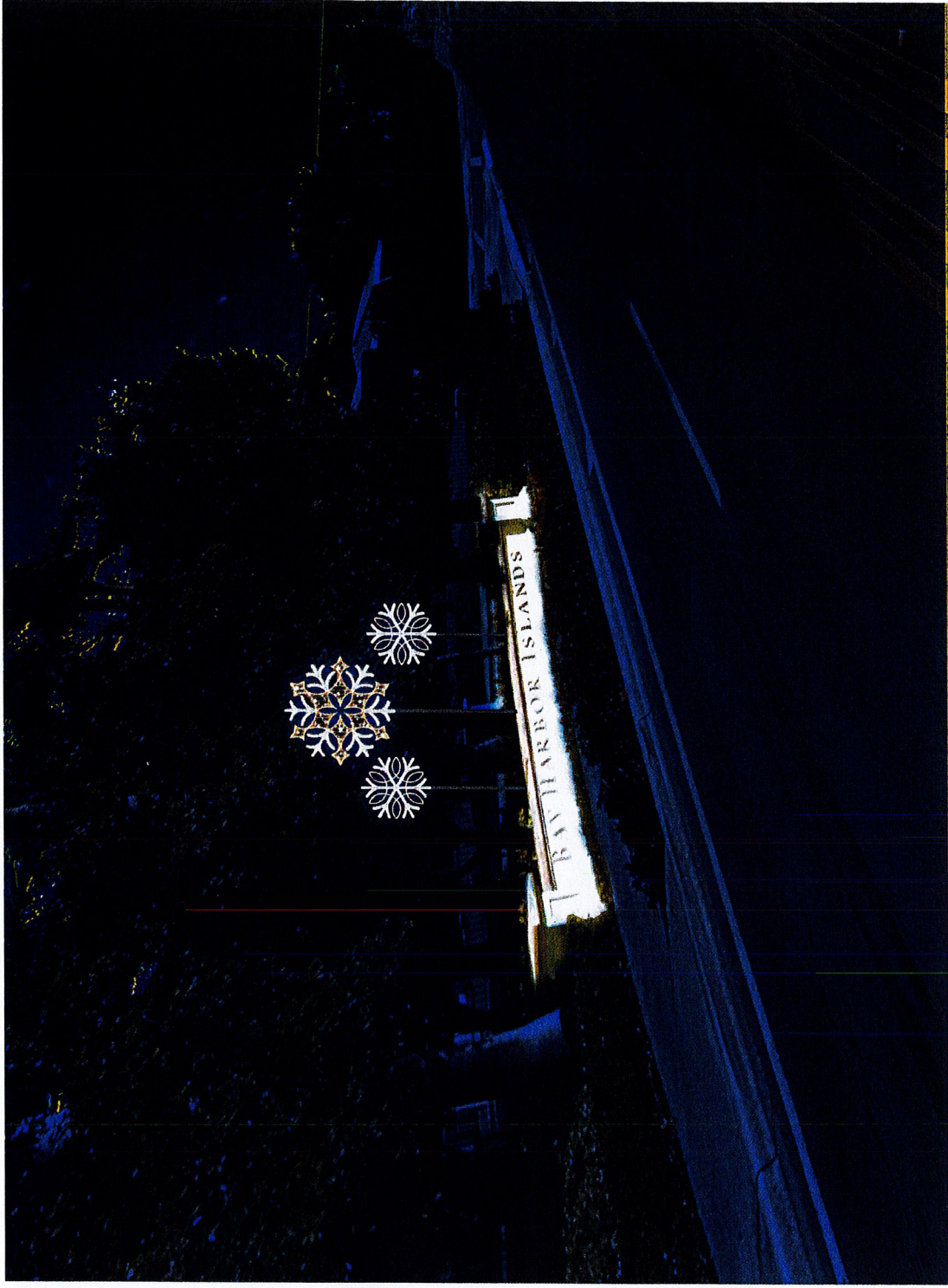
96 Street/ Kane Concourse



North Entrance Sign North Side

2- 24 Inch Snowflake/LED
(Pole Mounted)

1- 48 Inch Snowflake/LED
(Pole Mounted)





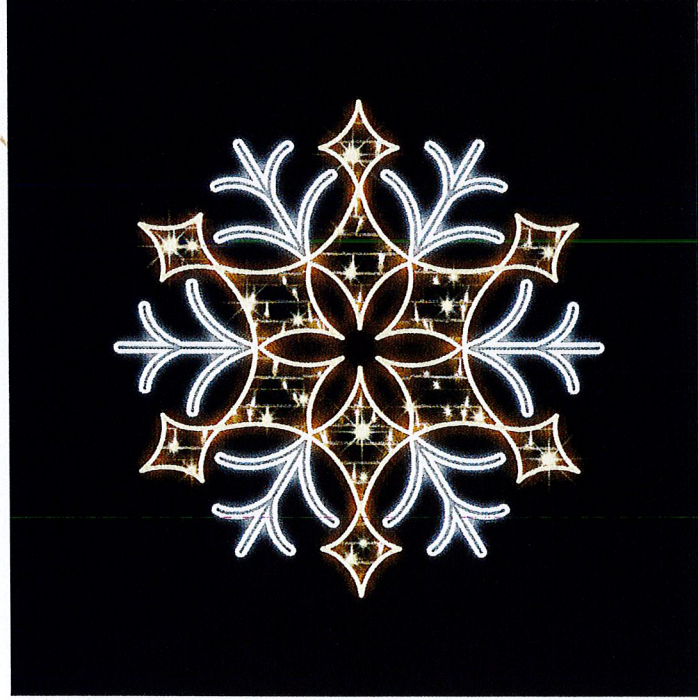
South Entrance Sign South Side

2- 24 Inch Snowflake/LED
(Pole Mounted)
1- 48 Inch Snowflake/LED
(Pole Mounted)

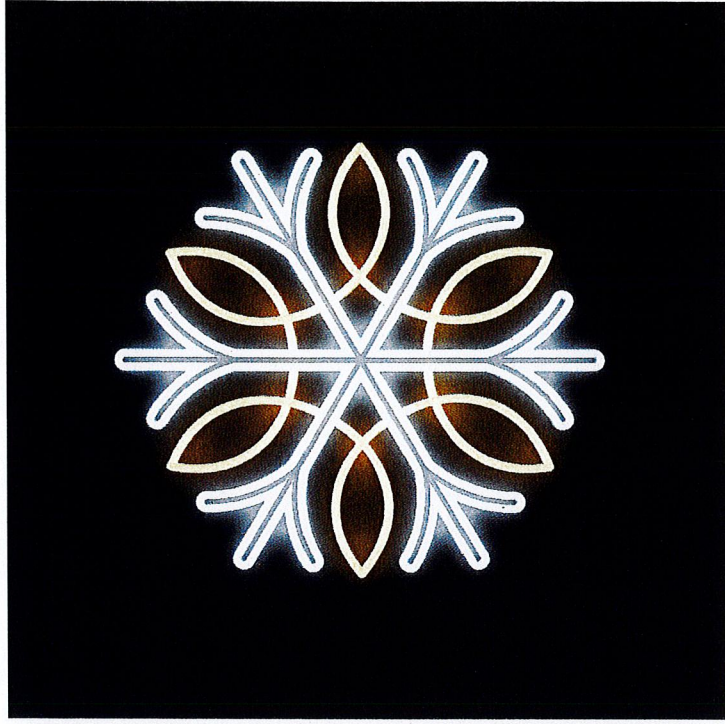


Components

48 Inch

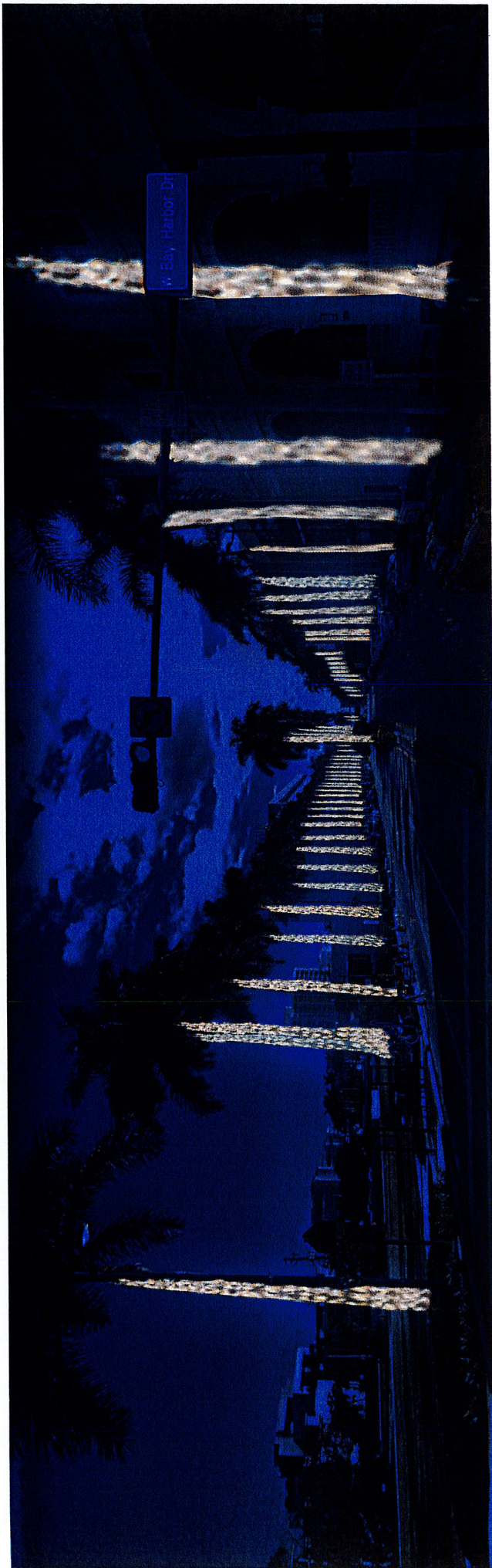


24 Inch





96th Street & West Bay Harbor Drive Street View



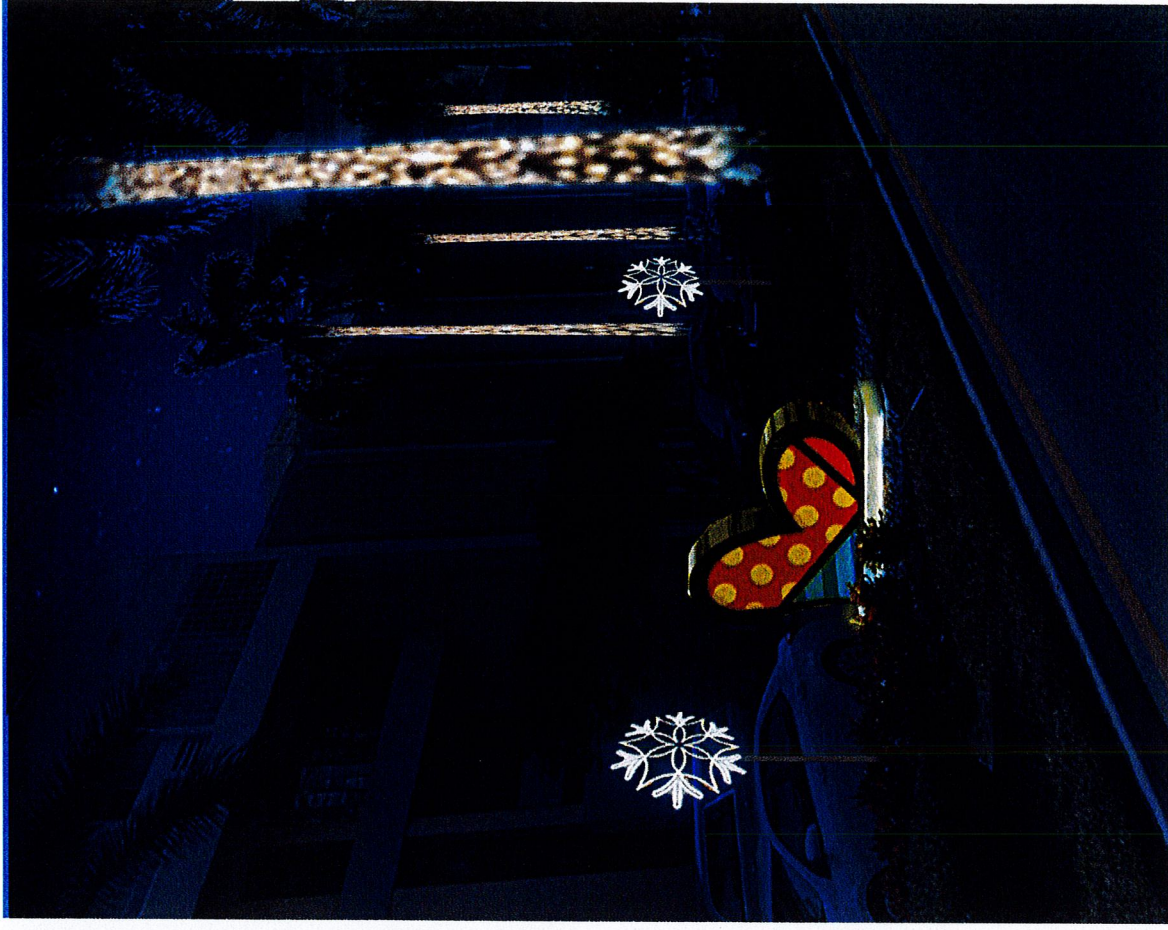


**Median Island- Heart
West Bay Harbor Drive- Bay Harbor Terrace
Point of View #1
6- 24 Inch Snowflakes/LED (Pole Mounted)**

+

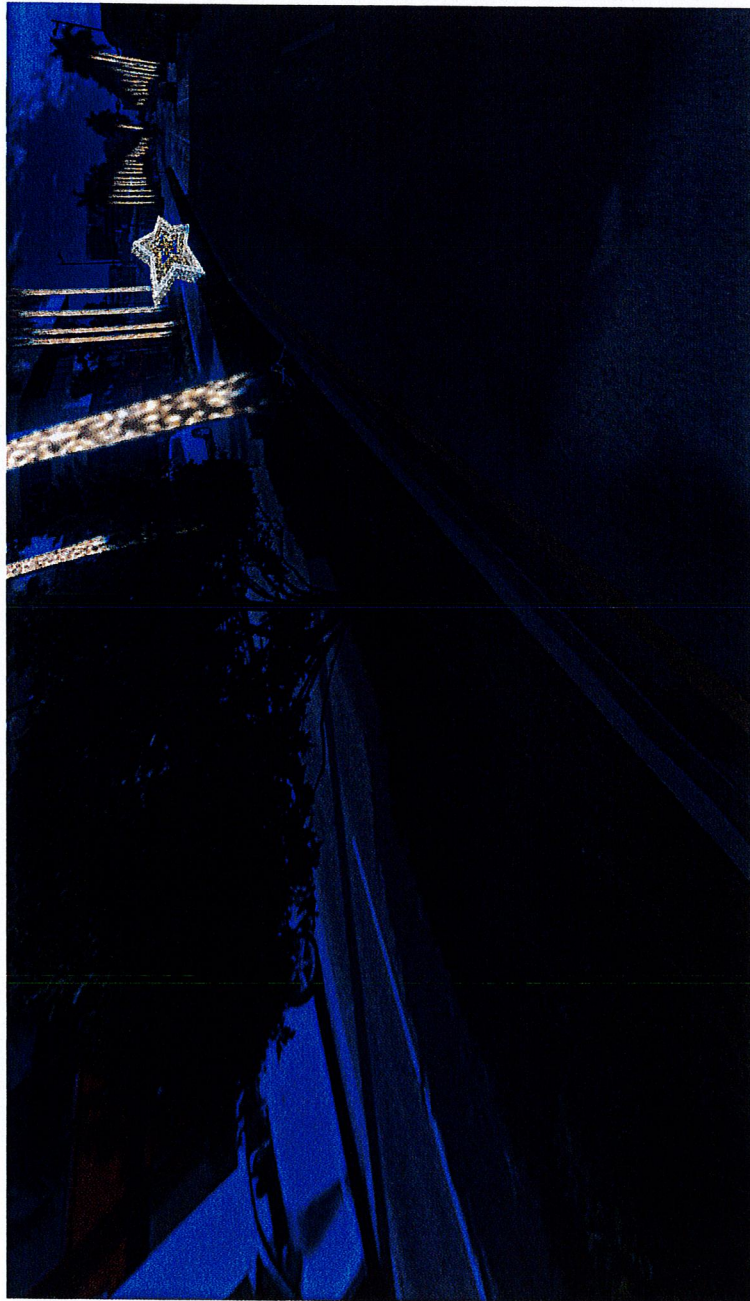
Three Options/Choose One:

- 1- 79 Inch 3D DEER/LED**
- 1- 71 Inch 3D Gift Box/LED**
- 1- 90.5 Inch 3D Star/LED**



**Median Island
West Bay Harbor Drive- Bay Harbor Terrace
Terrace
Point of View #2**

**Option #1
Star**



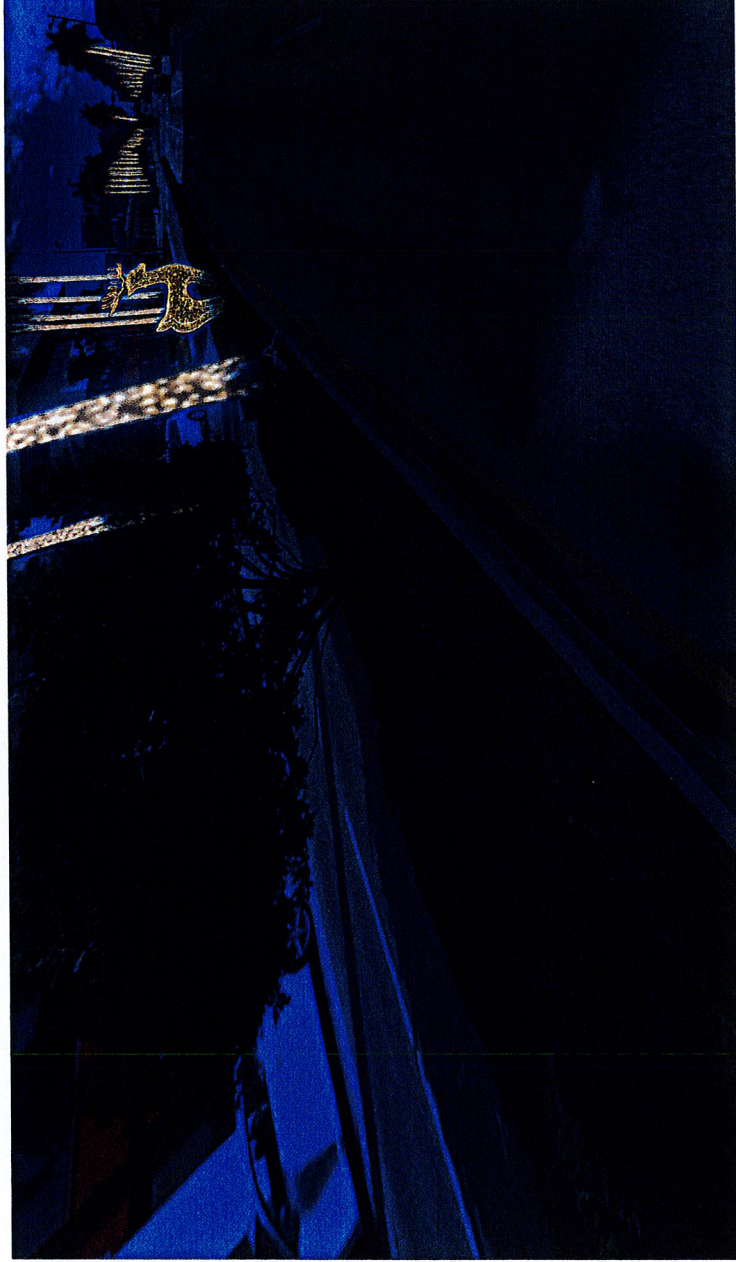


**Median Island
West Bay Harbor Drive- Bay Harbor Terrace Terrace
Point of View #2**

**Option #2
Gift Box**



**Median Island
West Bay Harbor Drive- Bay Harbor Terrace Terrace
Point of View #2**

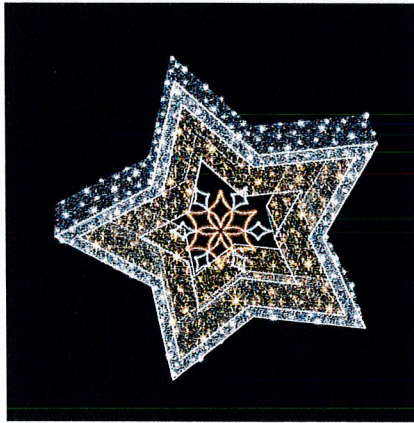


**Option #3
Deer**

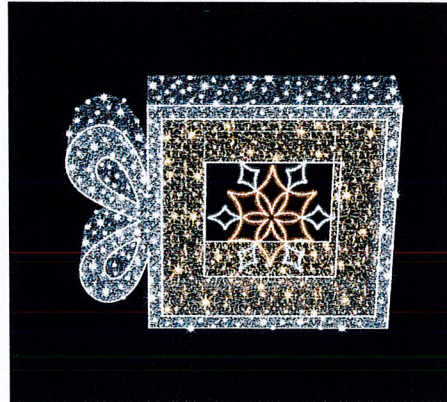


Components

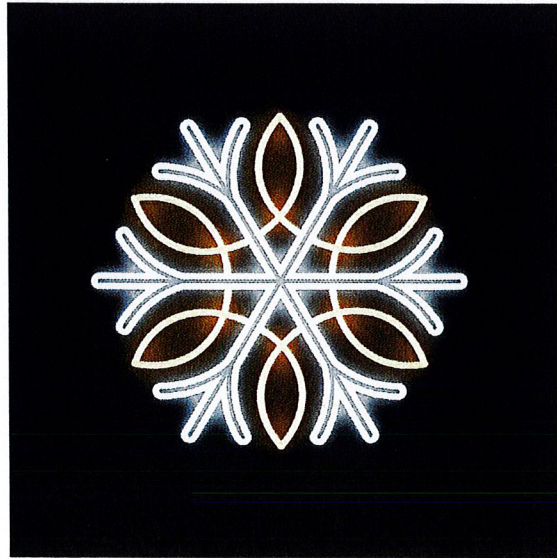
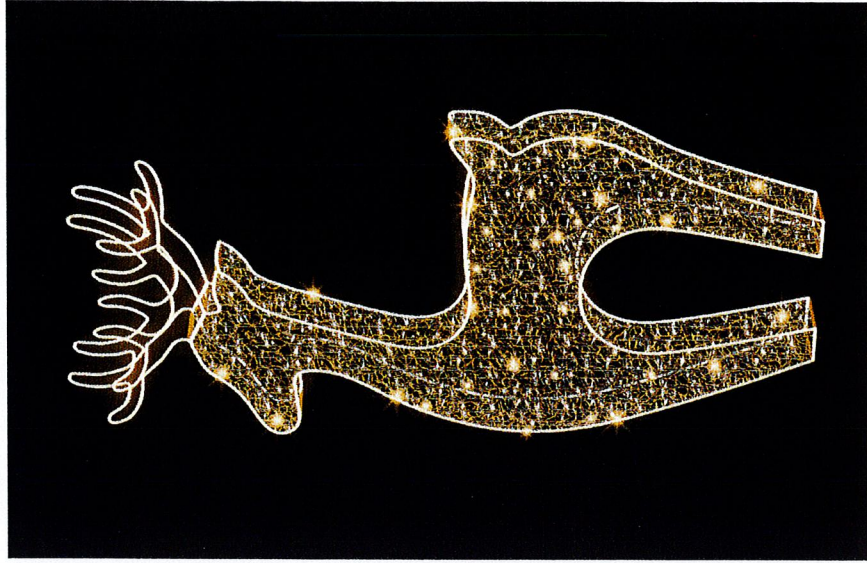
Option #1



Option #2



Option #3





96th Street & Bay Harbor Terrace Street View





**Median Island- Love
Bay Harbor Terrace- East Bay Harbor Drive
6- 24 Inch Snowflakes/LED (Pole Mounted)
1- 90.5 Inch 3D Star/LED**

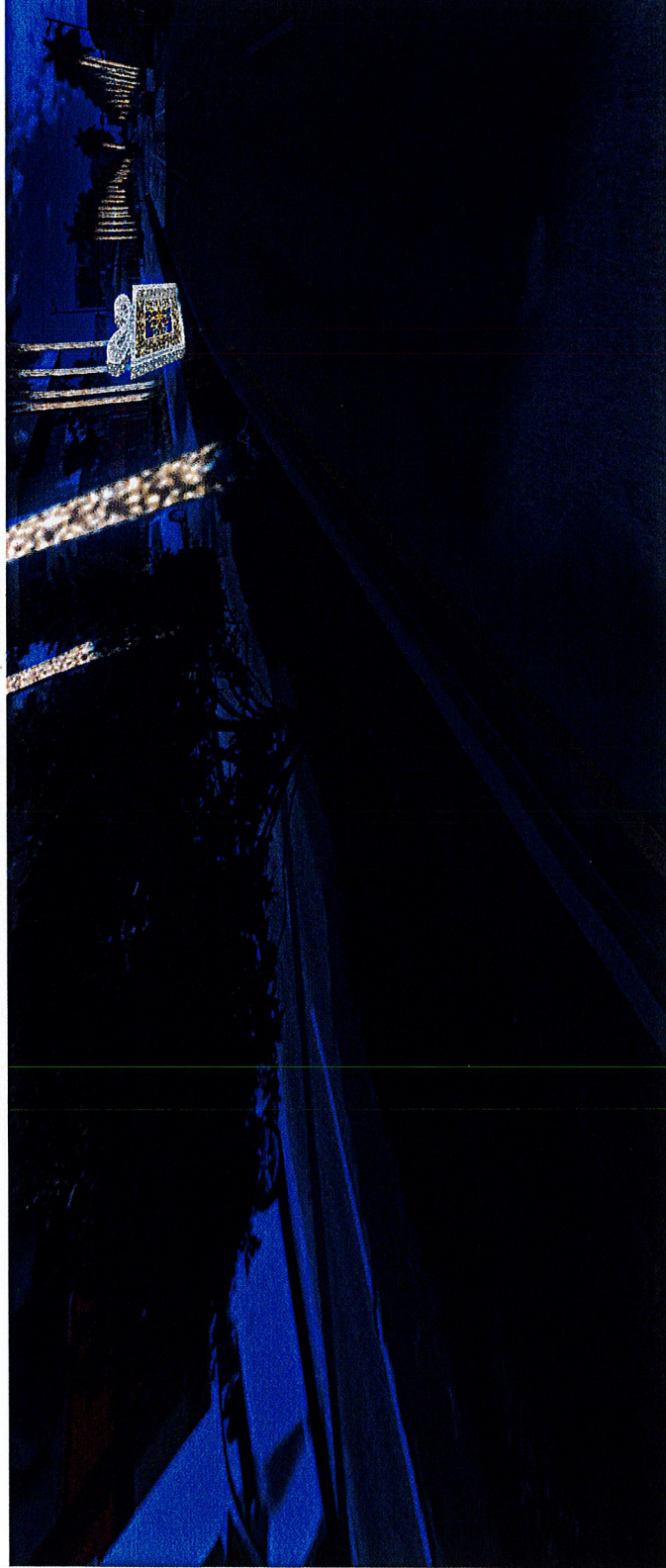
Option #1





**Median Island- Love
Bay Harbor Terrace- East Bay Harbor Drive
6- 24 Inch Snowflakes/LED (Pole Mounted)
1- 71 Inch 3D Gift Box/LED**

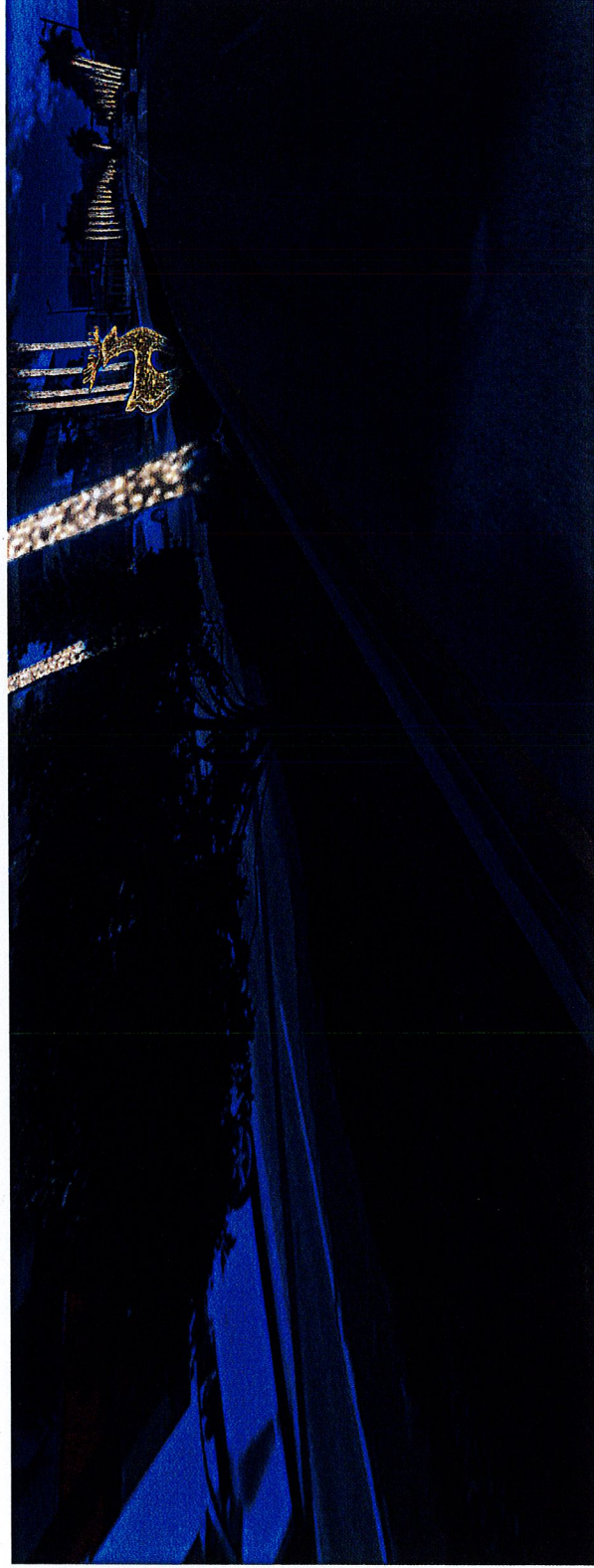
Option #2





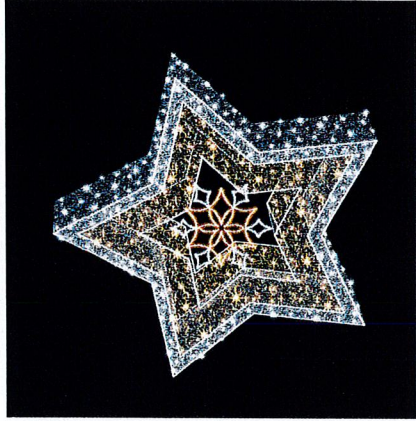
**Median Island - Love
Bay Harbor Terrace - East Bay Harbor Drive
6- 24 Inch Snowflakes / LED (Pole Mounted)
1- 79 Inch 3D DEER / LED**

Option #3



Components

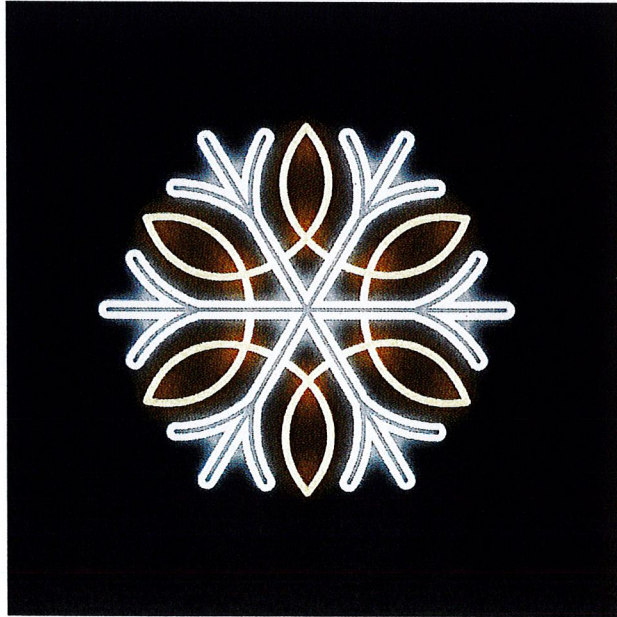
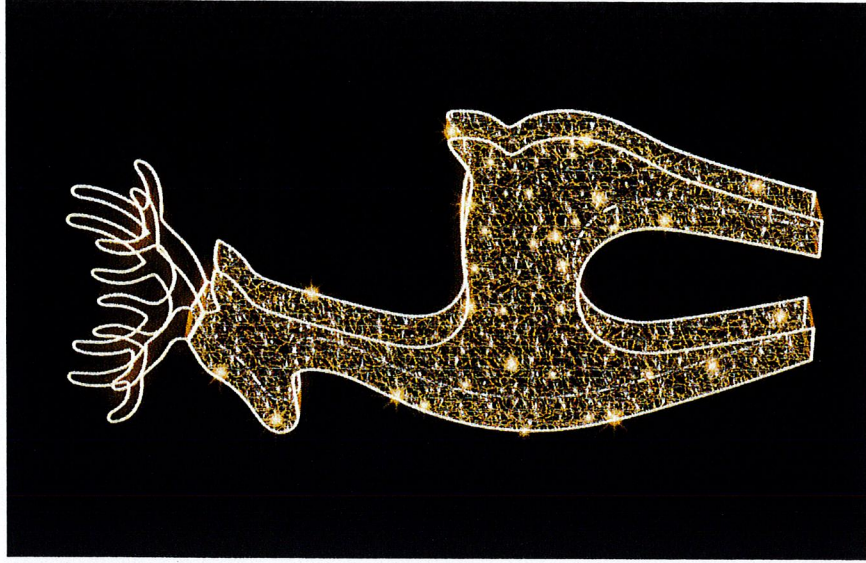
Option #1



Option #2



Option #3

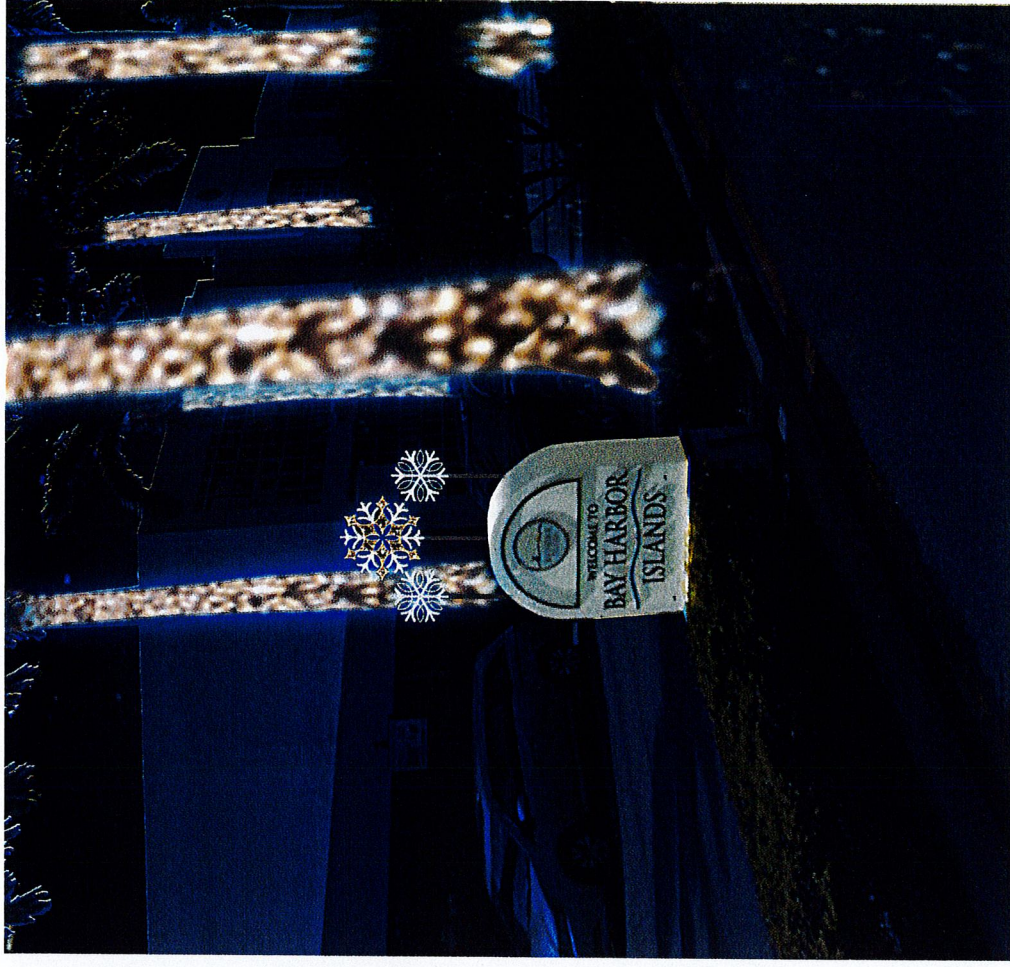




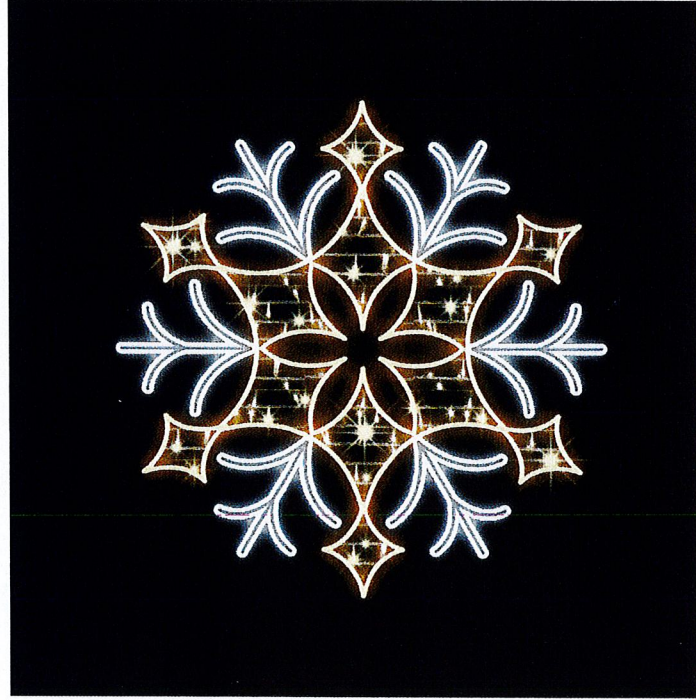
**Median Island- Welcome Sign
East Bay Harbor Drive - Bay Harbor Terrace**

**2- 24 Inch Snowflake/LED
(Pole Mounted)**

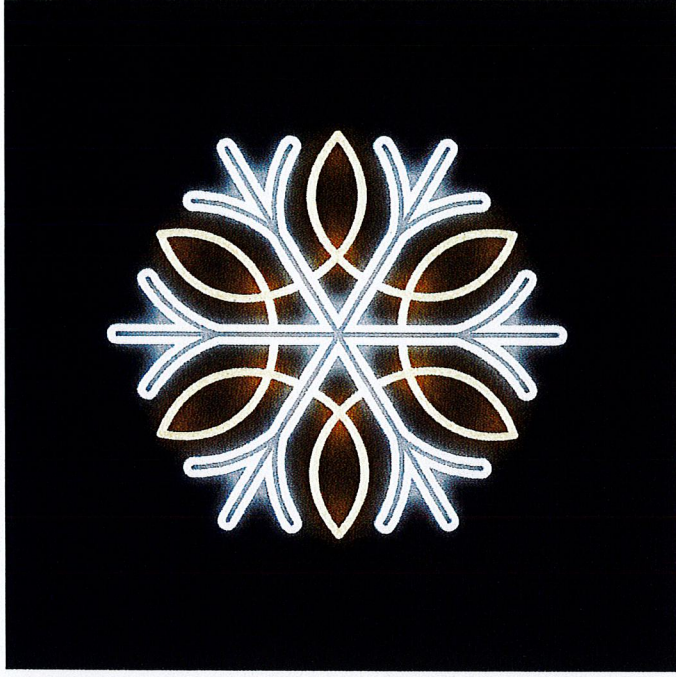
**1- 48 Inch Snowflake/LED
(Pole Mounted)**



48 Inch



24 Inch



Components

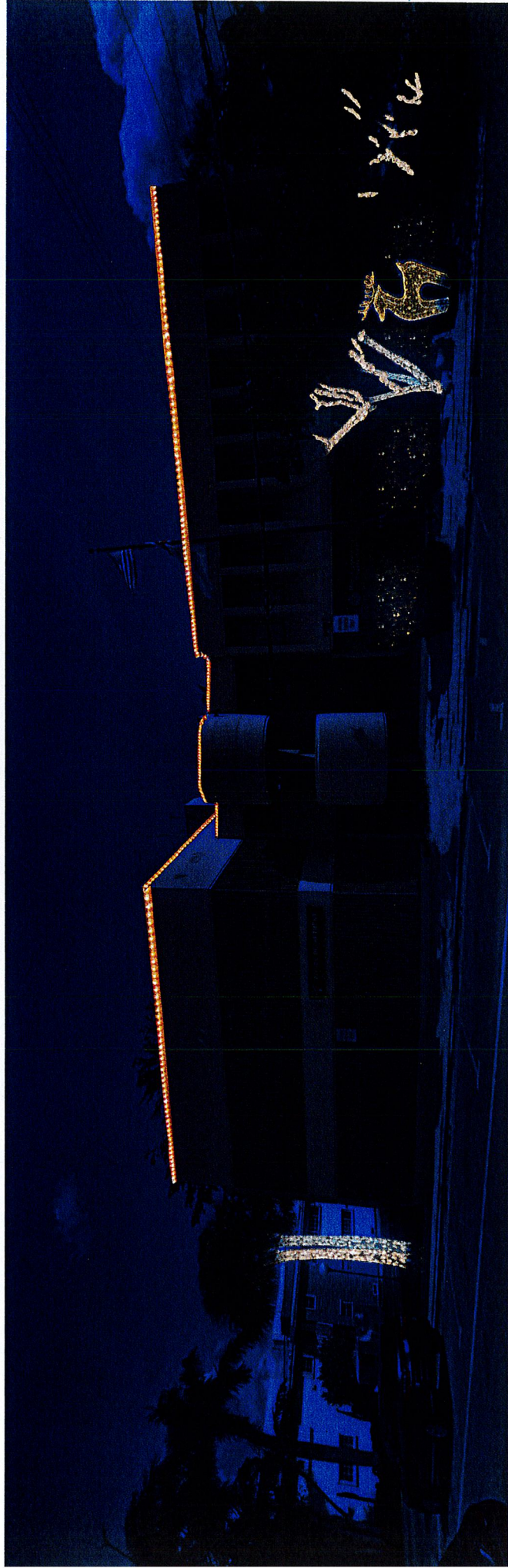


Town Hall



Bay Harbor Terrace

Building Wrapped in C9 LED Lights
2- Palm Trunk Wraps/LED
4- LED Net Lights for Bushes
2- Tree Trunk Wraps/ LED
1- 79 Inch 3D DEER/LED



AGENDA ITEM REPORT

August 12, 2019

ITEM NUMBER: 13.

ITEM: Consideration and Approval of a proposal from Rep Services, Inc. in the amount of \$228,600.63 for materials and construction services to add two (2) shade structures; new flexible surfacing and a new tree fort play feature at the Tot Lot Park. The Town will "piggyback" off a Clay County, Florida contract for the services. Enclosed is a copy of the proposal and other supporting documents.

DESCRIPTION:

The Town Council recently directed the Town Manager to obtain a proposal to place a shade structure over the swing set area, replace the existing flexible surface, and install a new piece of playground equipment resembling a tree fort in the Tot Lot Park. Enclosed is a proposal from Rep Services, Inc. in the amount of \$207,818.75 (inclusive of construction costs), a rendering of the proposed new tree fort play feature with a 24' x 24' x 14' shade structure, and a site plan showing the placement of the new feature within the Tot Lot. The site plan does not show the shade structure over the swing set; however, a 30' x 30' x 14' installed shade structure is included in the proposal.

Staff is also requesting a 10 percent contingency (\$20,781.88) to cover possible unforeseen costs; repair or modification of the existing park fencing and entry gate; costs incurred for the modification of the existing irrigation system, and replacement of the existing landscaping disturbed by the construction process. This will bring the total of this request to \$228,600.63.

A bidding process is not necessary since the Town will be "piggybacking" from a March 2019, Clay County, Florida contract for Various Equipment and Amenities for Parks and Playgrounds. Details are included within the attached documentation. Staff requests Council approval to award the contract to Rep Services, Inc.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The Town has collected \$755,963.00 in Park Impact Fees from new developments which shall be used to pay for this project.

The total project cost is \$228,600.63.

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Assistant Public Works Director
Juan C Jimenez, Town Manager

ATTACHMENTS

1. REP SERVICES COST PROPOSAL
2. EXAMPLE RENDERING OF NEW TREE FORT AND SHADE STRUCTURE
3. UPDATED SITE MAP SHOWING NEW PLAY EQUIPMENT AND BOTH SHADE STRUCTURES



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@rep-services.com

CGC1508223

Page 1 of 4

Please mail POs, contracts and checks to:

Rep Services, Inc.

581 Technology Park, STE 1009

Lake Mary, FL 32746-7127

Proposed To: Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Attn: Douglas Armstrong

Ship To: TBD at a later date

Attn:

Bill To: Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Attn: Douglas Armstrong

Project No: 15959 **Project Name:** Bay Harbor Islands **Project Contact:** Douglas Armstrong
Proposal No: 15959.09 **Proposal Name:** Bay Harbor Islands-Opt 3 **Project Location:** 9620 West Broadview Drive
Proposal Date: 7/26/2019 **Proposal Expires:** 11/1/2019 Bay Harbor Islands, FL 33154
Project County: Miami-Dade

For Questions Contact: Jacqui Rohrborn ☎ 407-915-7860 ✉ jacqui@rep-services.com
Sales Consultant: Debbie Levine ☎ 561-353-0980 ✉ debbie@rep-services.com

Opt/Rev: C/4 **Printed:** 7/26/19 - JR

Vendor: Landscape Structures **Proj Drawings:** 15959-2-4 570110

Class	Part No	Qty	Description	Unit Price	Ext Price
Play Equipment w/Tree Roof and Hip Shade					
Climbers	PB111812A-001	1 EA	Headform Set	0.00	0.00
	PB169318F-001	1 EA	Wood Plank Wiggle Ladder 72"Deck w/Recycled Wood-Grain Handholds DB	1,495.00	1,495.00
	PB169320B-004	1 EA	Log Stepper 48" Deck w/2 Recycled Wood-Grain Handholds 1 Handloop DB Only Left Handhold	5,760.00	5,760.00
	PB169322A-001	1 EA	Discovery Tree Climb w/Aluminum Post w/Roof DB Only	17,475.00	17,475.00
Decks	PB111228A-001	2 EA	Square Tenderdeck	930.00	1,860.00
	PB121948A-001	2 EA	Kick Plate 8"Rise	105.00	210.00
	PB121949A-001	1 EA	Tri-Deck Kick Plate 8"Rise	150.00	150.00
	PB122197A-001	2 EA	90° Triangular Tenderdeck	785.00	1,570.00
	PB169321A-001	1 EA	Tree Stump Transfer Module 48"Dk (DB Only)	6,665.00	6,665.00
Enclosures	PB169319A-001	1 EA	Recycled Wood-Grain Lumber Panel	1,125.00	1,125.00
Motion & More Fun	PB111362A-001	1 EA	Talk Tube 40' Tubing Kit PB	195.00	195.00
	PB111363A-001	1 EA	Talk Tube At Grade Mounted DB Only	465.00	465.00
Posts	PB111403A-001	2 EA	182"Alum Post For Roof DB	405.00	810.00
	PB111404B-001	1 EA	140"Alum Post DB	340.00	340.00
	PB111404C-001	1 EA	132"Alum Post DB	335.00	335.00
	PB111404D-001	1 EA	124"Alum Post DB	320.00	320.00
	PB111404I-001	1 EA	84"Alum Post DB	250.00	250.00
Roofs	PB211190D-001	1 EA	Tree House Roof w/o Stack and w/o Kids Only sign	2,825.00	2,825.00
Signs	IP182503C-001	1 EA	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury	0.00	0.00
Slides & Gliders	PB124863F-028	1 EA	SlideWinder2 72"Dk DB 3 Left	3,220.00	3,220.00
	PB169317B-004	1 EA	Firepole w/Recycled Wood-Grain Handholds 64"Dk DB	1,365.00	1,365.00
Product Subtotal:					\$46,435.00
Discount per the Clay County Contract #18/19-2				2.00%	(\$928.70)
Discounted Product Total:					\$45,506.30
4 Sets of Signed & Sealed Engineering:					\$1,600.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 8,655 lbs Freight Charge:					\$4,680.00
Landscape Structures Total:					\$51,786.30

Vendor: LSI SkyWays **Proj Drawings:** 15959-2-4 570111

Class	Part No	Qty	Description	Unit Price	Ext Price
Hip Shade Structure Opt 3 Over Play Equipment					
Shade	IP227369H-001	1 EA	SkyWays Hip 24'x24' Shade 14' Roof Height w/Rapid Release	8,165.00	8,165.00

Product Subtotal:					\$8,165.00
Discount per the Clay County Contract #18/19-2					2.00% (\$163.30)
Discounted Product Total:					\$8,001.70
4 Sets of Signed & Sealed Engineering:					\$1,700.00
Freight: Prepaid	Ship Method: Best Way	FOB: Destination	Weight: 880 lbs	Freight Charge:	\$3,799.90
LSI SkyWays Total:					\$13,501.60

Vendor: LSI SkyWays	Proj Drawings: 15959-2-1	569392
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Class	Part No	Qty	Description	Unit Price	Ext Price
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Shade over Swings

Shade	IP227371H-001	1 EA	SkyWays Hip 30'x30' Shade 14' Roof Height w/Rapid Release			11,565.00	11,565.00
Product Subtotal:							\$11,565.00
Discount per the Clay County Contract #18/19-2						2.00%	(\$231.30)
Discounted Product Total:							\$11,333.70
4 Sets of Signed & Sealed Engineering:							\$1,700.00
Freight: Prepaid	Ship Method: Best Way	FOB: Destination	Weight: 1,360 lbs	Freight Charge:			\$3,653.00
LSI SkyWays Total:							\$16,686.70

Vendor: Vitriturf	Proj Drawings: VIT	570106
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Class	Part No	Qty	Description	Unit Price	Ext Price
Surfacing	BAYHARBOR-PIP	1,050 EA	EPDM Poured in Place Safety Surfacing. 25% Black/75% Blue at 6' CFH and a 2.5" thickness.	13.36	14,028.00
	BAYHARBOR-PIP REPLACEMENT	3,425 EA	EPDM Poured in Place Safety Surfacing. 25% Black/75% Blue at 8' CFH and a 3.5" thickness.	14.67	50,244.75

				Product Subtotal:	\$64,272.75
				Discount per the Clay County Contract #18/19-2	2.00% (\$1,276.75)
				Discounted Product Total:	\$62,996.00
Freight: Prepaid	Ship Method: Best Way	FOB: Destination	Freight Charge:	Included	
				Vitriturf Total:	\$62,996.00

Vendor: RSI Installer	570127
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Item	Qty	Description	Unit Price	Ext Price
PERMIT FILING	1 EA	Labor charge for Licensed Contractor to file for building permit from the appropriate jurisdiction. NOTE: Permit Fees charged by the jurisdiction will be prepaid and invoiced separately and may require a change order to your Purchase Order or Contract.	975.00	975.00
STORAGE	1 EA	Storage Container for (1) month during installation	700.00	700.00
TRASH REMOVAL	1 LT	Trash removal from jobsite	850.00	850.00
DEMO	1 LT	Demolition Existing Whimsey Rider	775.00	775.00
DEMO	3,425 SF	Demolition Existing Poured in Place Surfacing	3.00	10,275.00
DEMO	196 SF	Demolition concrete footer under Whimsey Rider to allow for shade footing	3.90	764.40
SITE WORK	975 SF	Site work preparing site for surfacing.	1.65	1,608.75
INS-CON FT	4 EA	Install concrete footing(s) for 24x24 SkyWays Shade Structure over Play Equipment	650.00	2,600.00
INS-SKY	1 LT	Equipment Installation - LSI SkyWays 24x24 Hip Shade Structure over Play Equipment	6,315.00	6,315.00
INS-LSI	1 LT	Equipment Installation - Landscape Structures Drawing 15959-2-4 included Tree Roof	16,385.00	16,385.00
INS-SURFACING SUBBASE	975 SF	Install subbase for surfacing	2.60	2,535.00
INS-CON CURB	55 LF	Installation of concrete curbing w/rebar (6"x6")	26.00	1,430.00
OTHER	600 EA	Construction Fence	13.80	8,280.00
INS-CON FT	4 EA	Install concrete footing(s) for 30x30 SkyWays Shade Structure over Swings	830.00	3,320.00
INS-SKY	1 LT	Equipment Installation - LSI SkyWays 30x30 Shade Structure over Swings	5,185.00	5,185.00

RSI Installer Total:	\$61,998.15
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Vendor: Waste Management Inc. of Florida	565892
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Item	Qty	Description	Unit Price	Ext Price
DUMPSTER - 20	1 EA	Dumpster 22' Long x 8' wide x 4.5' high, 6 ton limit	850.00	850.00

General Terms of Sale and Proposal Summary

Net 30

Product:	\$132,837.70
Installation:	\$62,848.15
Freight:	\$12,132.90
Proposal Total:	\$207,818.75

Notes

The Clay County Contract #18/19-2 provides a 2% discount on LSI product. The maximum price for installation is 50% of the product price. (Installation does not include site prep, slabs, footings or engineering).

The Clay County Contract #18/19-2 provides a 2% discount on LSI SkyWays product. The maximum price for installation is 75% of the product price. (Installation does not include site prep, slabs, footings or engineering).

The Clay County Contract #18/19-2 provides a 2% discount on VitriTurf product. Installation is included in the price of the product.

Basis of Proposal Pricing valid through 11/01/2019

Our proposal is based upon your email request.

Estimated project completion schedule

(This schedule starts when all needed information to direct engineering has been gathered.)

4 Weeks: Engineering

4 Weeks+/- Permitting, finishes, etc..

8 Weeks Longest manufacturing lead time. (Typical for scheduling.)

1 Week Shipping

5 Weeks Installation of equipment and surfacing

22 Weeks TOTAL WEEKS

Note that RSI is committed to do all it can to meet the needs of your project.

To be provided by the customer, as applicable:

- Permit Fees assessed by the Building Dept.
- Site Plan or Survey (Building Dept may require signed and sealed plans)
- Soils testing
- Tree Survey
- Security

Scope of Proposal

Please note the vendor requirements itemized below.

Landscape Structures:

When placing an order, please select colors from those shown on pages 262-269 of the catalog.

Protective surfacing material must have a critical height value to meet the maximum fall height for the equipment and be accessible (ref. ASTM F3101).

SkyWays Shade by LSI:

SkyWays units are designed to meet Florida Building Code 6th Edition (2017). The high-density polyethylene fabric is flame retardant conforming to NFPA 701 and ASTM E84 per FBC 3105.3.1. Note that the fabric is to be removed by the owner should winds exceed 75MPH.

Vitriturf Poured in Place Surfacing:

This quotation is for material, freight and installation.

Owner or Owner's contractor is responsible for:

- Accuracy of project dimensions and product quantities prior to ordering. Please specify product depth and color when ordering.
- Security of the site during cure time (typically 48 hours).

Installation:

Unless otherwise noted, the following items are to be **PROVIDED BY CUSTOMER** prior to installation:

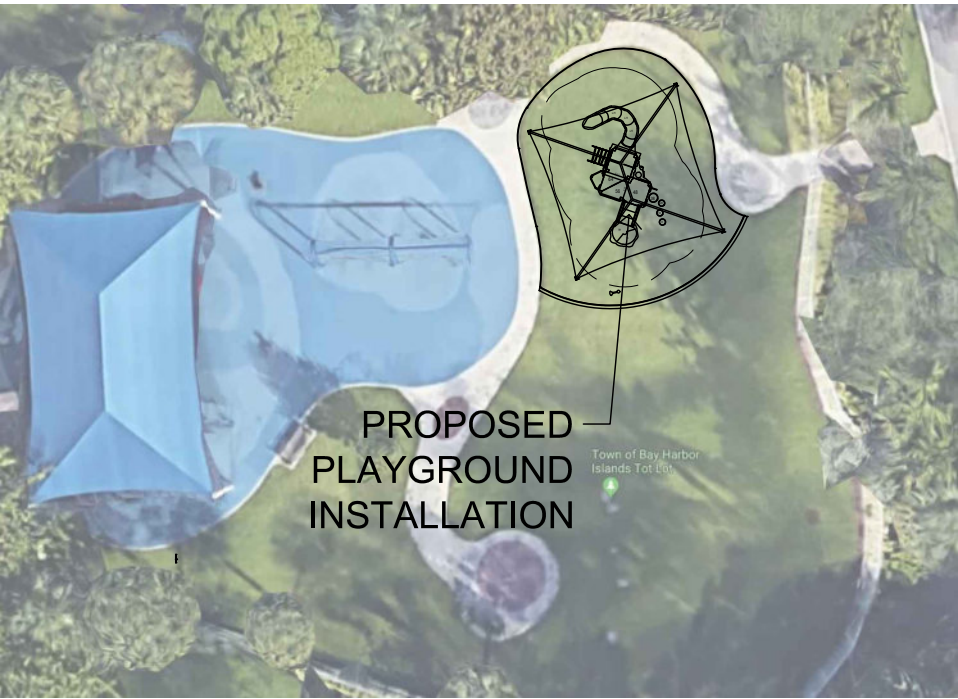
- ALL Site work completed - excavation, removal and grading to proper level prior to installer arrival.
- Site security to prevent theft or vandalism of equipment.
- Water and 110 Electric.
- Underground Utilities Located and Marked prior to installation.
- Does not include soil density or concrete testing

THIS PROPOSAL DOES NOT INCLUDE PERMIT FEES ASSESSED BY THE BUILDING DEPT. Those fees will result in additional charges.

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include, but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

The undersigned warrants that he/she is an authorized representative of the company noted and has the requisite authority to bind said company and/or principal. If any particular billing is not paid when due, all outstanding balances, regardless of prior terms, will become immediately due and owing upon demand. Interest on past due amounts will be assessed at 1 ½ % per month or the maximum interest rate permitted by applicable law, whichever is less. Should it become necessary for either party to this contract to institute legal action for enforcement of any provisions of this contract, the prevailing party shall be entitled to reimbursement for all court costs and reasonable attorney's fees incident to such legal action. The parties hereto agree that proper venue for any legal action in any way related to this contract shall be in Seminole County, FL.

Accepted By:



PROPOSED
PLAYGROUND
INSTALLATION

Town of Bay Harbor
Islands Tot Lot

SITE LOCATION MAP

NOT TO SCALE
*SEE SHEET P-2 FOR
SITE LOCATION MAP
ENLARGEMENT

SURFACING
1050 SF
POURED-IN-PLACE
6' MAXIMUM FALL HEIGHT
#57 STONE SUB-BASE
45 LF NEW CONCRETE CURB

TOTAL PLAY COMPONENTS: 7

NUMBER AND TYPES OF GROUND LEVEL PLAY COMPONENTS REQUIRED				
5-12 AGE AREA	TOTAL ELEVATED PLAY COMPONENTS	5		
	TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
	TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	5	REQUIRED	3
	TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	2	REQUIRED	2
	TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	2	REQUIRED	2
PLAYGROUND EQUIPMENT MEETS THE REQUIREMENTS OF FBC ACCESSIBILITY CODE, TABLE 240.2.1.2				

Δ WARNING
SURFACING AND PLAYSURFACES MAY
BECOME **HOT** AND CAUSE BURNS. CHECK
FOR HOT SURFACES PRIOR TO PLAYING ON
THE PLAYGROUND.

QTY. POST/ARCH LENGTHS

2	A	182"Alum Post For Roof DB
1	B	140"Alum Post DB
1	C	132"Alum Post DB
1	D	124"Alum Post DB
1	E	84"Alum Post DB

182503
WELCOME SIGN
(LSI PROVIDED)
5-12 YEARS

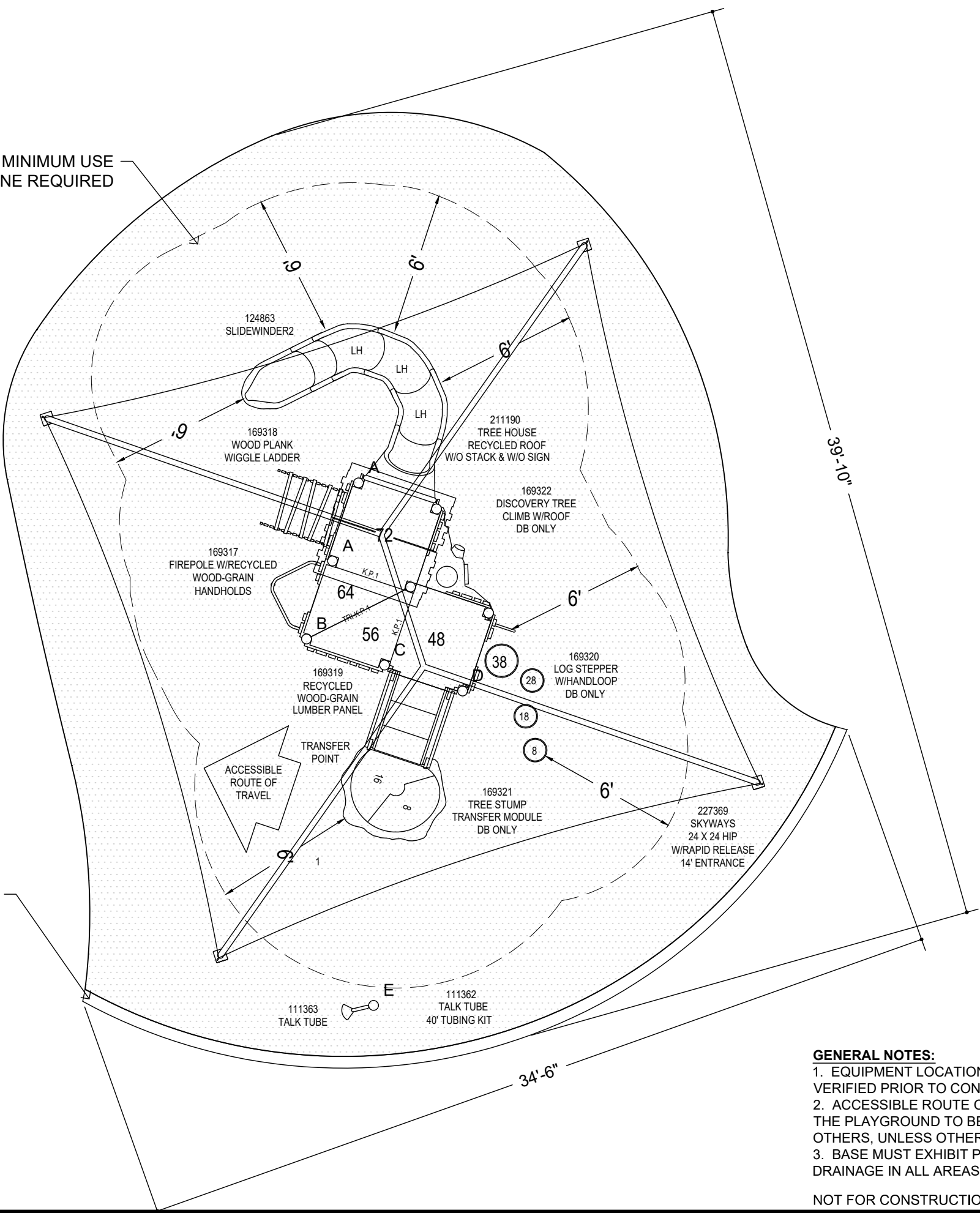
WELCOME SIGN
TO BE LOCATED IN
CONSULTATION
WITH OWNER



SCALE: 1" = 5'

MINIMUM USE
ZONE REQUIRED

45 LF NEW
CONCRETE
CURB



GENERAL NOTES:
1. EQUIPMENT LOCATION TO BE FIELD
VERIFIED PRIOR TO CONSTRUCTION
2. ACCESSIBLE ROUTE OF TRAVEL TO
THE PLAYGROUND TO BE PROVIDED BY
OTHERS, UNLESS OTHERWISE NOTED
3. BASE MUST EXHIBIT POSITIVE
DRAINAGE IN ALL AREAS

NOT FOR CONSTRUCTION

SHEET NO.
P-1
PAPER SIZE
B

RSI PROJ: 15959
DRAWING: 15959-2-4

Bay Harbor Islands

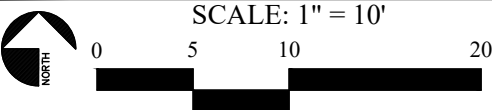
Bay Harbor Islands, FL



SURFACING
1050 SF
POURED-IN-PLACE
6' MAXIMUM FALL HEIGHT
#57 STONE SUB-BASE
45 LF NEW CONCRETE CURB

GENERAL NOTES:
1. EQUIPMENT LOCATION TO BE FIELD
VERIFIED PRIOR TO CONSTRUCTION
2. ACCESSIBLE ROUTE OF TRAVEL TO THE
PLAYGROUND TO BE PROVIDED BY OTHERS
3. BASE MUST EXHIBIT POSITIVE DRAINAGE
IN ALL AREAS

NOT FOR CONSTRUCTION



Site Location Map

Bay Harbor Islands

Bay Harbor Islands, FL

SHEET NO.
P-2
PAPER SIZE
B

RSI PROJ: 15959
DRAWING: 15959-2-4

Bay Harbor Islands

brown, leaf - olive FR Shade July 15, 2019 15069-2-3



*Custom products are shown as conceptual only. *Custom product manufacturing time for this project will be approximately 6 weeks from the time of LSI order acceptance.

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**landscape
structures**

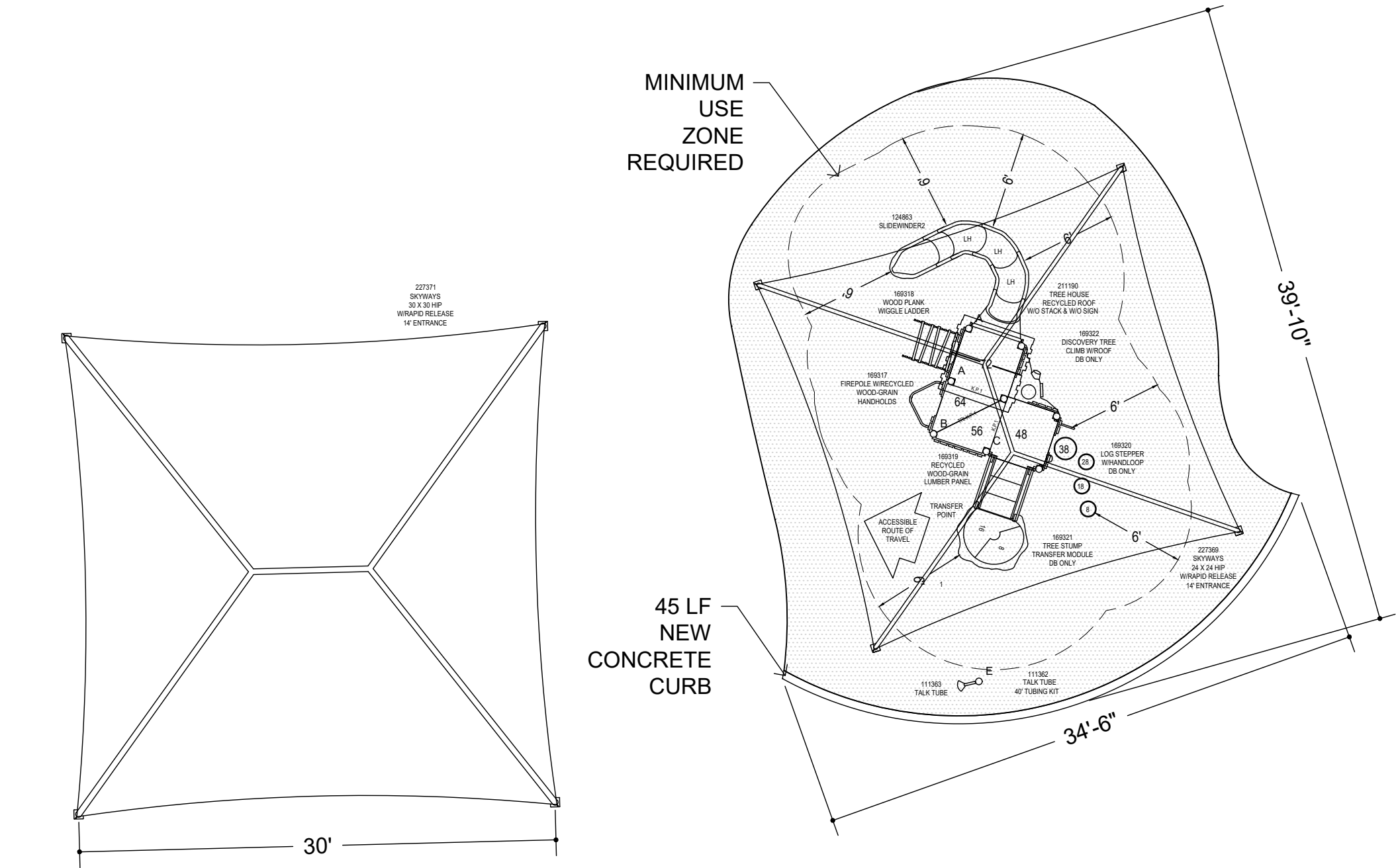


FOR A BETTER TOMORROW
WE PLAY TODAY
shapedbyplay.com

Proudly presented by:
Debbie Levine



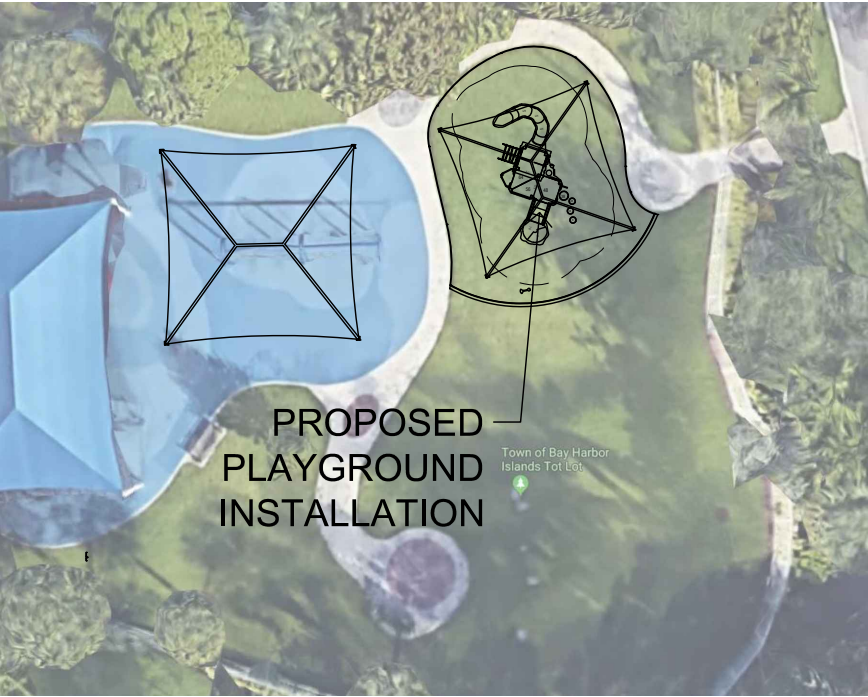
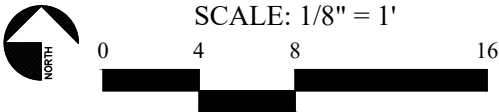
REP SERVICES, INC.
Experts at Play & Outdoor Spaces



QTY. POST/ARCH LENGTHS

- | | | |
|---|---|---------------------------|
| 2 | A | 182"Alum Post For Roof DB |
| 1 | B | 140"Alum Post DB |
| 1 | C | 132"Alum Post DB |
| 1 | D | 124"Alum Post DB |
| 1 | E | 84"Alum Post DB |

NOT FOR CONSTRUCTION



SITE LOCATION MAP

NOT TO SCALE
*SEE SHEET P-2 FOR
SITE LOCATION MAP
ENLARGEMENT

SURFACING

1050 SF
POURED-IN-PLACE
6' MAXIMUM FALL HEIGHT
#57 STONE SUB-BASE
45 LF NEW CONCRETE CURB

TOTAL PLAY COMPONENTS: 7

NUMBER AND TYPES OF GROUND LEVEL PLAY COMPONENTS REQUIRED				
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	TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
	TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	5	REQUIRED	3
	TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	2	REQUIRED	2
	TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	2	REQUIRED	2
PLAYGROUND EQUIPMENT MEETS THE REQUIREMENTS OF FBC ACCESSIBILITY CODE, TABLE 240.2.1.2				

WARNING

INSTALLATION OVER A HARD SURFACE
SUCH AS CONCRETE, ASPHALT, OR
PACKED EARTH MAY RESULT IN SERIOUS
INJURY OR DEATH FROM FALLS.

WARNING

SURFACING AND PLAYSURFACES MAY
BECOME HOT AND CAUSE BURNS.
CHECK FOR HOT SURFACES PRIOR TO
PLAYING ON THE PLAYGROUND.

GENERAL NOTES:

- EQUIPMENT LOCATION TO BE FIELD
VERIFIED PRIOR TO CONSTRUCTION
- ACCESSIBLE ROUTE OF TRAVEL TO
THE PLAYGROUND TO BE PROVIDED BY
OTHERS, UNLESS OTHERWISE NOTED
- BASE MUST EXHIBIT POSITIVE
DRAINAGE IN ALL AREAS

182503
WELCOME SIGN
(LSI PROVIDED)
5-12 YEARS

WELCOME SIGN
TO BE LOCATED IN
CONSULTATION
WITH OWNER

Revisions:		
#	Revision	Date
1	SHOW 30x30 SKY SHADE	7/31/19
Date:		7/31/2019
Project:		15959
Drawing:		15959-2-4-R1
Sheet:		P-1



SURFACING
1050 SF
POURED-IN-PLACE
6' MAXIMUM FALL HEIGHT
#57 STONE SUB-BASE
45 LF NEW CONCRETE CURB

GENERAL NOTES:
1. EQUIPMENT LOCATION TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION
2. ACCESSIBLE ROUTE OF TRAVEL TO THE PLAYGROUND TO BE PROVIDED BY OTHERS, UNLESS OTHERWISE NOTED
3. BASE MUST EXHIBIT POSITIVE DRAINAGE IN ALL AREAS

Revisions:		
#	Revision	Date
1	SHOW 30x30 SKY SHADE	7/31/19
Date: 7/31/2019		
Project: 15959		
Drawing: 15959-2-4-R1		
Sheet: P-2		

NOT FOR CONSTRUCTION



Site Location Map

Bay Harbor Islands

Bay Harbor Islands, FL

AGENDA ITEM REPORT

August 12, 2019

ITEM NUMBER: 14.

ITEM: Consideration and approval of Contract award BHI 201 to Miguel Lopez Jr. Inc. in the amount of \$42,895.00 to resurface and re-stripe the 100th Street Municipal Parking Lot. Enclosed is a copy of the Bid Evaluation Report and other supporting documents.

DESCRIPTION:

The Project to Resurface and Re-stripe the 100th Street Parking Lot, also known as BHI 201, was advertised on May 3rd 2019. Bids were due on May 30th 2019, at 3:00 P.M. and five (5) bids were received. Bids were evaluated to determine the lowest responsive bidder, and a report was prepared by the Town Engineer, R.L. Daniel, P.E. which is attached. Also attached are copies of the contract advertisement, bid results that were recorded at the bid opening and the sign in sheet of those who were present at the bid opening.

The report recommends contract award to the lowest bid that was received, from Miguel Lopez, Jr. Inc., in the amount of \$42,895.00. From the analysis that was performed, the bid from Miguel Lopez Jr. Inc., is competitive, and was lower than the next low bid by only \$1,222.60. Furthermore, the analysis shows that the total amount of the bid is sufficient to complete the work. The recommended bid is well within the budgetary allocation for fiscal 2018-2019.

Staff recommends to award the Contract BHI 201 "Resurfacing and Re-striping Parking Lot on 100th Street" to Miguel Lopez, Jr. Inc. in the amount of \$42,895.00.

It is further recommended that an amount of \$7,105.00 be approved as a Management reserve to cater for unknown risks.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The budget allocation in the 2018-2019 budget for this project was \$50,000.00.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Resurface and Re-stripe 100th Street Municipal Parking Lot	8/5/2019	50,000.00	545.0-400063.000	BHI 201 Resurfacing and Re-Striping 100 Street Parking Lot	\$50,000.00

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1. Bid Evaluation - BHI 201
2. Bid Closing - BHI 201 - 100 St Parking Lot 5-30-19

interoffice
MEMORANDUM

Randy Daniel



From: Randy L. Daniel, P.E. – Town Engineer

To: Juan C. Jimenez - Town Manager

Copy: Melisa Cruz – Finance Director
Patrick Prendergast – Director of Code Compliance
Doug Armstrong – Director of Public Works

Date: June 17, 2019

Subject: Bid Evaluation for BHI 201 “Resurfacing and Restriping Parking Lot on 100th Street”

Recommendation for Contract Award

1.0 BACKGROUND

Resurfacing Municipal Parking Lots is performed on a routine basis to ensure continued serviceability and to comply with new regulations regarding handicap parking.

The Project to Resurface the Municipal lot on 100th Street was advertised on May 3rd 2019 and bids were due on May 30th 2019. A mandatory pre-bid meeting was convened at Town Hall on May 23rd 2019, at 11:00 A.M, and six (6) contractors were in attendance. A site visit followed the pre-bid meeting.

Bids were opened publicly by the Assistant Town Clerk and the Building Department Permit Clerk. Three (3) contractors were present for the opening and a total of five (5) bids were received.

2.0 ANALYSIS OF BIDS

The bids received are illustrated in the Table 1 below.

TABLE 1: SUMMARY OF BID RESULTS

NO.	CONTRACTOR	BID AMOUNT	BID BOND
1	Miguel Lopez Jr. Inc	\$42,895.00	YES
2	H and R Paving Inc.	\$44,117.60	YES
3	Marvi Builders, LLC	\$56,800.00	YES

4	Metro Express Inc.	\$87,440.00	YES
5	Pavon Engineering	\$59,787.50	YES

The Bids ranged from a low of \$42,895.00, submitted by Miguel Lopez, Jr. Inc. to a high of \$87,440.00, from Metro Express Inc. A difference of \$44,545.00 separated the highest bid from the lowest.

The budget for this project is \$50,000.00.

The amount of \$1,222.60 separates the low bid from the 2nd low bid. The second low bid was submitted by H&R PAVING Inc. and is in the amount of \$44,117.60. A comparison of the bid items for these two bidders is illustrated in Table 2.

Table 2
Comparison of lowest two bids

No.	Bid Item Description	Miguel Lopez Jr. Inc.	H &R Paving
1	Maintenance of Traffic	\$1,000	\$1,000
2	Excavate failed base course to maximum depth 24" and replace with compacted Lime rock (95% Mod Proctor)	\$4,680.00	\$9.00
3	Remove and dispose of parking meter poles	\$660.00	\$4,950.00
4	Remove old asphalt	\$6,187.50	\$6,412.50
5	Bituminous Prime Coat	\$562.50	\$112.50
6	1-1/2" Asphaltic Concrete	\$15,525.00	\$14,062.50
7	Supply and install 6" x 72" concrete wheel stops	\$980.00	\$1,207.50
8	Radius Type "D" Curbing	\$1,800.00	\$1,800.00
9	4" Solid white stall marking	\$540.00	\$2,070.00
10	Regular handicap parking	\$460.00	\$693.60
11	Concrete Pad for Parking Meter	\$500.00	\$1,800.00
12	Contingency	\$10,000.00	10,000.00
	Total	\$42,895.00	\$44,117.60

From inspection of the numbers above it is seen that with the exception of bid items 2 and 3, the amounts tendered by these two contractors were relatively close.

In their bid H &R appeared to have assumed that base course repairs (item 2) would not be required and would be omitted from the Project Scope of Work. Therefore, they bid this item very low.

The amount submitted by H&R for item # 3 was \$4,290.00 more than the bid from Miguel Lopez Jr. Inc, and this bid item made H&R's bid the 2nd lowest.

The above analysis suggests that the low bid from Miguel Lopez Jr. Inc., is the lowest responsive bid.

3.0 DISCUSSION

As required in the bid documents, three (3) references were submitted by Miguel Lopez, Jr. Inc. to support his tender.

All three (3) references were contacted and all indicated that they were pleased with the performance of Miguel Lopez Jr. Inc.

4.0 BUDGET

This project was budgeted for fiscal 2018-2019, and the amount of \$50,000.00 was allocated.

The lowest responsive bid is in the amount of \$42,895.00 and is within the budgetary allocation.

5.0 RECOMMENDATION

It is recommended that the Contract for "Resurfacing and Restriping Parking Lot on 100th Street" BHI 201, be awarded to Miguel Lopez, Jr. Inc. in the amount of \$42,895.00.

CONTRACTORS REFERENCE CHECK

Contractor: Miguel Lopez Jr. Inc. Date: 7/17/19

Reference: CJM CONSTRUCTION Phone: 954-868-2277

Person Contacted: CHUCK MARCATELLO Title: OWNER

1. When did the Contractor perform the work? Started about 5 years ago
2. What work did the Contractor perform? Ongoing project in Pembroke Pines Asphalt, concrete ADA upgrades drainage
3. What was the approximate dollar amount of the work? \$ 5-6 Million
4. How long did the project take? 7 months
5. Did the Contractor complete the work according to schedule? Yes
If not, why not?
6. Did the Contractor work continuously until the work was finished? Yes
If not, why not?
7. Did the Contractor provide adequate on-site supervision? Yes
8. Did you, or anyone else have any complaints during the work? No
If so, what were they?
How did the Contractor resolve the complaints? N/A
9. Were you satisfied with the finished work. Yes
If not, why not?
10. Have you had any warranty issues? No
If yes, did the Contractor repair the problems quickly and properly?
If not, why not?
11. Did the Contractor pay his Subcontractors and/or suppliers on time? Yes
If not, why not?
12. Did any Subcontractor or supplier file a lien for non-payment by the Contractor?
If yes, please explain. No
13. Did the Contractor ever file a lien against your property for non-payment?
If yes, please explain. No

CONTRACTORS REFERENCE CHECK

Contractor: Miguel Lopez Jr. Inc. Date: 7/17/19

Reference: Hawkins Construction. Inc Phone: 727-741-5909

Person Contacted: Ed Brayman Title: Project Manager

1. When did the Contractor perform the work? Ongoing
2. What work did the Contractor perform? Underground Utilities and Asphalt
3. What was the approximate dollar amount of the work? \$ 2 Million
4. How long did the project take? Approximately 8 months
5. Did the Contractor complete the work according to schedule? Yes
If not, why not?
6. Did the Contractor work continuously until the work was finished? Yes
If not, why not?
7. Did the Contractor provide adequate on-site supervision? Yes
8. Did you, or anyone else have any complaints during the work? No
If so, what were they?
How did the Contractor resolve the complaints? N/A
9. Were you satisfied with the finished work. Yes
If not, why not?
10. Have you had any warranty issues? No
If yes, did the Contractor repair the problems quickly and properly?
If not, why not?
11. Did the Contractor pay his Subcontractors and/or suppliers on time? Yes
If not, why not?
12. Did any Subcontractor or supplier file a lien for non-payment by the Contractor?
If yes, please explain. No
13. Did the Contractor ever file a lien against your property for non-payment?
If yes, please explain. No

TOWN OF BAY HARBOR ISLANDS, FLORIDA
ADVERTISEMENT FOR BIDS

Sealed Bids for **Contract No. BHI 201 "Municipal Parking Lot on 100th Street - Resurfacing and Re-striping"** must be received by the Town Clerk, Town of Bay Harbor Islands at 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, up to 3:00 P.M. on May 30, 2019 at which time bids will be publicly opened and read aloud.

The nature and scope of this project is:

The work shall consist of, resurfacing and restriping of the Municipal Parking Lot on 100th Street. The entire lot is 11,250 SF and currently consists of 28 parking spaces in addition to the 5 off street spaces. The objective of the project is to replace the fatigued asphalt surface, provide efficient surface runoff and, reconfigure the parking spaces to meet code, maximize the lot and provide 2 handicap parking spaces with the requisite signage. There may also be a need for base course repairs, resulting from the weakened/porous asphalt.

The new configuration shall allow for a total of 33 regular spaces and 2 handicap spaces. The 5 off street parking spaces shall be maintained. The total number of spaces for the reconfigured lot is 35.

The work shall also include removal and replacement of existing wheel stops and removal and disposal of existing meter poles.

All sealed bids shall be delivered to the Town Clerk clearly marked:

TOWN OF BAY HARBOR ISLANDS
Contract No. BHI 201 "Municipal Parking Lot on 100th Street - Resurfacing and Restriping"

Contract Documents are on the Town's website at www.bayharborislands-fl.gov and may be downloaded and printed as required. Additional information may be obtained by calling 305-866-6241.

Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

A Prebid Meeting will be held on May 23rd 2019 at 11:00 A.M. at the Town of Bay Harbor Islands, 9665 Bay Harbor Terrace Bay Harbor Islands, FL 33154. **Attendance at this meeting is mandatory.**

The Town of Bay Harbor Islands reserves the right to waive any irregularities and to reject any and all bids.

Town of Bay Harbor Islands, Florida
Marlene M. Siegel, Town Clerk

Town of Bay Harbor Islands

BID CLOSING – SIGN IN SHEET

Thursday, May 30, 2019 @ 3:00PM

**BHI-201 “Resurfacing & re-striping of
Municipal Parking Lot on 100th Street**

NAME/COMPANY	MAILING ADDRESS	PHONE NUMBER AND FAX NUMBER	EMAIL
Alba Chang Deputy Town Clerk Town of BHI	9665 Bay Harbor Terrace, BHI, FL	305-866-6241	achang@bayharborislands- fl.gov
Pabon Engineering		305-972-8445	ecpabon@outlook.com
Miguel Lopez Jr inc	21005 Taffi St Pembroke Pines FL	954 749 7234	Miguel@Lopezinc.com
Ant Senti HER PAUNG, INC.	1955 NW 110 AVE MIAMI FL 33172	305 261 3005 305 592 6073	cert@hrpaung.com

NAME/COMPANY	MAILING ADDRESS	PHONE NUMBER AND FAX NUMBER	EMAIL
Lawrence Wentworth Bay Harbor Is. Town of	9665 Bay Harbor Terr Bay Harbor Is FL 33154	305 593 1786	lwentworth@ bayharborislands- fl.gov

TOWN OF BAY HARBOR ISLANDS

BID CLOSING

Thursday, May 30, 2019

BHI-201 Re-surfacing & Re-striping for

Municipal Parking lot on 100th Street

1.		Bid Bond	Bid Amount \$
Company Name Contractor Name Address/ Phone #	Miguel Lopez Jr Inc Asphalt Maintenance 21005 TAFT STREET Pembroke Pines, FL 33029 954-749-7234	✓	\$ 42,895. ⁰⁰
2.	Company Name Contractor Name Address/ Phone #	H & R Paving, Inc 1935 NW 110 Avenue Miami, FL 33172	✓ \$144,117.60
3.	Company Name Contractor Name Address/ Phone #	MARVI Builders, LLC 13150 NW Miami CT Miami, FL 33148	✓ \$156,800. ⁰⁰
4.	Company Name Contractor Name Address/ Phone #	Memo Express Inc 9442 NW 109 ST Medley, FL	✓ \$187,440. ⁰⁰

5.		Bid Bond	Bid Amount \$
Company Name Contractor Name Address/ Phone #	Pavon Engineering	✓	\$159,787.50
	13028 SW 128 3 rd		
	Miami, FL 33186		

6.			
Company Name Contractor Name Address/ Phone #			

7.			
Company Name Contractor Name Address/ Phone #			

8.			
Company Name Contractor Name Address/ Phone #			

9.			
Company Name Contractor Name Address/ Phone #			

AGENDA ITEM REPORT

August 12, 2019

ITEM NUMBER: 15.

ITEM: Consideration and Approval of Contract award BC 154 to Heavy Civil Inc. in the amount of \$1,067,846.40 for the Broad Causeway Corridor Enhancements Project. Enclosed is a copy of the bid report and other supporting documents.

DESCRIPTION:

This project is completely funded with Federal funds in the amount of one million, two hundred thousand dollars (\$1.2 M) through the Local Agency Program, which is administered by the Florida Department of Transportation (FDOT). The project was advertised on June 20 2019, and after a mandatory prebid conference was convened on June 28 2019 at 11:00 A.M., four (4) bids were received on the July 19, 2019 opening date. Four (4) bids were received and they ranged from a high of \$1,138,000.00 to a low of \$967,846.40. The Bid Evaluation Report was performed by the Town's Consultant Engineer, Calvin Giordano and Associates (CGA), and they have recommended the lowest bid as the lowest responsive bidder. A copy of the bid evaluation report that was prepared by CGA is attached.

Construction Engineering Inspection (CEI) Services associated with this Contract was approved last November, in favor of KCI Technologies Inc. (formerly Keith and Schnars) in the amount of \$165,082.50. This proposal was resubmitted to confirm their commitment to honor the original approved amount, and to update the record for the company name change. KCI Technologies Inc., on April 2 2019, had requested that approved contracts in the name of Keith and Schnars, P.A. be assigned to KCI Technologies, Inc.

Staff recommends to approve the recommendation to award Contract # BC 154 Broad Causeway Corridor Improvement Enhancements Project to Heavy Civil Inc. in the amount of nine hundred sixty seven thousand, eight hundred and forty six dollars and fifty cents (\$967,846.50) plus a \$100,000 contingency for a total amount of \$1,067,846.50.

A copy of the proposal dated 07/22/19 from KCI Technologies Inc. is attached. Also attached is the April 2nd 2019 Letter from KCI requesting the reassignment of contracts.

Copies of the Bid advertisement, Bid Opening sign in sheet and the Bid Results are attached.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Contract # BC 154 will be funded from a federal grant through the Local Agency Program. The Florida Department of Transportation has been authorized to administer the project funds, and will reimburse the Town for payments made by the Town to the Contractor. The total amount of the grant is \$1.2 million.

Funds will be budgeted in Fiscal 2019-2020 to finance construction activities.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Broad Causeway	10/1/2019	Broad Causeway		BC 154	\$1,067,846.50

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1. BC 154 Bid Reults
2. BC 154 KCI
3. Bid Evaluation Letter - Project BC 154
4. Bid Tabulation Qualifications Broad Causeway FM 439906_Signed

TOWN OF BAY HARBOR ISLANDS

BID CLOSING

Date - July 19th, 2019 - 3:00 PM

BC-154 BROAD CAUSEWAY CORIDOR ENHANCEMENTS PROJECT

1.

Bid Bond

Bid Amount \$

Company Name Contractor Name Address/ Phone #	HEAVY CIVIL INC.	✓	\$967,846. 40
	18158 NE 19 TH AVENUE		
	NORTH MIAMI BEACH, FL 33162		

2.

Company Name Contractor Name Address/ Phone #	FLORIDA ENGINEERING & DEVELOPMENT CORP.	✓	\$994,032. 60
	12076 NW 98 TH AVENUE		
	HIALEAH GARDENS, FL 33018		
	(305) 820-8333		

3.

Company Name Contractor Name Address/ Phone #	JVA ENGINEERING CONTRACTOR, INC	✓	\$988,394. 40
	6600 NW 32 ND AVE.		
	MIAMI, FL 33147		
	(305) 696-7902 Jose M. Alvarez		

4.

Company Name Contractor Name Address/ Phone #	V ENGINEERING & CONSULTING CORP.	✓	\$1,138,000. 00
	2929 SW 3 RD AVE., SUITE 340		
	MIAMI, FL 33129		
	(786) 420-5950		

Town of Bay Harbor Islands

BID CLOSING – SIGN IN SHEET

(7/19/2019) @ 3:00PM

BC-154
BROAD CAUSEWAY CORIDOR ENHANCEMENTS PROJECT

NAME/COMPANY	MAILING ADDRESS	PHONE NUMBER AND FAX NUMBER	EMAIL
Marlene Siegel Town Clerk Town of BHI	9665 Bay Harbor Terrace, BHI, FL	305-866-6241	Msiegel@bayharborislands-fl.gov
Aloixe Sosa Recording Secretary Town of BHI	9665 Bay Harbor Terrace, BHI, FL	305-866-6241	asosa@bayharborislands-fl.gov
Heavy civil	18158 NE 19TH Ave N-Miami Beach 33162	786-320 5223	Rudy@Heavycivil inc.com
Carlos Montego JVA Engineering	6600 NW 32ave Miami, FL 33147	305-696-7902 (Phone) 305-696-7903 (Fax)	AC@jvaengineering.com

NAME/COMPANY	MAILING ADDRESS	PHONE NUMBER AND FAX NUMBER	EMAIL
Florida Engineering & Dev.	12076 NW 98 Ave. Hialeah Gdns, FL, 33018	305-810-8333 305-810-9341	raul@floridaengineering.net
V-Engineering & Consulting	2929 SW 3rd Ave Miami, FL 33129	786-420-5950	justin@veccorp.net

INVITATION TO BID

Issue Date: June 20, 2019

All interested parties are hereby notified that the Town of Bay Harbor Islands (the "Town") is accepting sealed bids for the Project **"BROAD CAUSEWAY CORIDOR ENHANCEMENTS PROJECT,"** Project, No. **BC - 154.**

Work under this Project includes furnishing materials, labor, tools, equipment, management, supervision and incidentals necessary to construct the improvements shown on the plans. Such improvements include, but are not limited to, milling & resurfacing, widening of the roadway on Broad Causeway from N. Bayshore Drive to W. Broadview Drive to accommodate a buffered bike lane in both directions, associated pavement markings and signage for the buffered bike lane and shared lanes, and replacement of an existing pedestrian rail on the waterway bridge, located on the Broad Causeway from E. Broadview Drive to W. Bay Harbor Drive.

The Project is partially being funded with federal funds through the Local Agency Program. The Federal Highway Administration (FHWA) has given authority to the Florida Department of Transportation (FDOT) to approve Project development and construction administration in some instances. The Town as a Local Agency must follow state and federal policies and standards when utilizing federal funds for projects provided through FDOT.

Florida Department of Transportation pre-qualified contractors will be required and used to perform this Project. A contractor desiring to bid for the performance of any construction contract located on the National Highway System (NHS) or the State Highway System (SHS) in excess of \$250,000 must be certified by the Florida Department of Transportation as qualified in accordance with Section 337.14(1), Florida Statutes and Rule 14-22, Florida Administrative Code. Any bid for the performance of any construction contract in excess of \$250,000 submitted by a contractor not certified by the Florida Department of Transportation as qualified shall be declared "IRREGULAR" and will be REJECTED. The contractor shall be FDOT pre-qualified under Rule 14-22, F.A.C. in the following work classes:

- 8. Electrical Work (includes roadway, bridge and runway lighting)
- 10. Flexible Paving (includes limerock, shell base and other optional base courses, soil-cement base, mixed-in-place bituminous paving, bituminous surface treatments and stabilizing).
- 11. Grading (includes clearing and grubbing, excavation, and embankment).
- 12. Grassing, Seeding and Sodding
- 28. Pavement Marking (includes delineators, traffic stripe painting, and thermoplastics).
- 29. Roadway Signing
- 40. Other Work (Handrails & Milling)

Bid documents may be examined and picked up at Town Hall, 9665 Bay Harbor Terrace, Bay Harbor, Florida 33154, and copies may be obtained free of charge. Documents may also be downloaded from the Town's website at www.bayharborislands-fl.gov

Bid Security in the amount of five percent (5%) of the Total Bid Price must accompany the Bid in accordance with the Instructions to Bidders.

A mandatory **Pre-Bid Conference** will be held on June 28, 2019, at 11:00 A.M., at the Town Manager's office located at 9665 Bay Harbor Terrace, Bay Harbor Islands, 33154 Florida. Site visits and inspections will immediately follow the Pre-Bid Conference.

All bids must be submitted in sealed envelopes to the Town Clerk on or before July 19, 2019, at 3:00 P.M., local time (the "Bid Submittal Deadline"). Immediately thereafter, Bids will be opened publicly and read aloud. The Town assumes no responsibility for Bids not properly marked. **Any Bids received after the Bid Submittal Deadline will not be accepted.**

The Town reserves the right to reject any or all bids and to waive informalities, except timely submission of bids, in any bids received, to re-advertise for bids or to take any other such actions that may be deemed in the best interests of the Town.

Town of Bay Harbor Islands, Florida
Marlene M. Siegel, Town Clerk



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ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

6500 N. Andrews Avenue • Fort Lauderdale, FL 33309 • Phone 954-776-1616

Date: July 22, 2019

J.C. Jimenez, ICMA-CM
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Town of Bay Harbor Islands Professional Engineering & Architectural Services
CEI Services – Work Order # 3
Project Description – Broad Causeway Corridor Enhancements
FDOT FM # 439906-1-58-01

Dear Mr. Jimenez:

Per your request and information provided, KCI Technologies, Inc. (Formerly Keith and Schnars, P.A.) has reviewed the proposed plans and conducted site visit(s) for the referenced project. The following is in response to the Town's request for proposal.

KCI, Inc. proposes to provide construction engineering management and inspection services for the Broad Causeway Corridor Enhancements project.

- KCI will perform a preliminary pre-construction site review for preparation of the requested proposal. KCI will perform and document a pre-construction conference.
- KCI estimates the construction duration for the construction operations to be 210 days' total (180 days to substantial completion with an additional 30 days to final completion). *This duration will be finalized once the Construction Contract is awarded to ensure that Contractor days bid is consistent with the CEI's estimate.*
- KCI will ensure that this Local Agency Program (LAP) project's specifications are based on the LAP Big Four and follow all requirements in the LAP Checklist for CEI contracts (form 525-010-44).
- It shall be the CONSULTANT'S responsibility to administer, monitor, and inspect the construction such that the project is constructed in reasonable conformity with the plans, specifications and special provisions for the construction contract. Observe the Contractor's work to determine progress and quality of work. Identify deficiencies, report significant deficiencies and direct the contractor to correct them. Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance to contract documents. Maintain detailed accurate records of the Contractor's daily operations and of any significant events that affect the work.
- Qualified Consultant employees shall monitor and inspect Contractor's Work Zone Traffic Control Plan and any modifications to the plan.

Employee-Owned Since 1988

- Perform sampling and field testing of component materials and completed work in accordance with construction contract documents, as required. Provide daily surveillance of the Contractor's Quality Control activities and perform sampling and laboratory testing of materials and completed work items for verification and acceptance. Documentation and record keeping on sampling and testing shall be submitted to the City.
- Verify the contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project.
- Analyze the Contractor's Schedule, revisions and updates for compliance with the contract documents, construction phasing and MOT sequences.
- Coordinate with all other public, private and/or governmental agencies activities involved in the completion of the construction project.
- Analyze problems that arise on the project and any proposals submitted by Contractor. Work to find resolutions to these issues and process the necessary documentation.
- Monitor, inspect and document utility construction for conformance with Utility Agency's Standards. Facilitate coordination and communication between utility agency's representatives, City Officials and the Contractor.
- Ensure and monitor Construction Contract compliance with Equal Employment Opportunity (EEO), Disadvantage Business Enterprises (DBE) and Wage Rate special provisions, policies and procedures.
- For close out of this project, KCI will prepare a notebook and CD with all the records on the project and submit to the City within 30 days of project date of final acceptance.

The following are the descriptions for CEI personnel requirements.

DESCRIPTION OF CEI POSITIONS

CEI Project Administrator/Contract Support Specialist - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the Department's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

CEI RESIDENT COMPLIANCE LAPIT SPECIALIST - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

CEI INSPECTOR - High school graduate or equivalent plus two (2) years' experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, or an

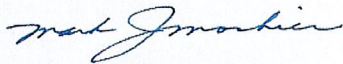
Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications and certifications within one year.

The attached spreadsheets are our fee estimate and staffing estimate required for funding of Work Order # 3.

KCI will provide these services included in this assignment from pre-construction through project close out.

This requested Work Order # 3 is to be considered a lump sum amount of \$165,082.50.

Sincerely,
KCI Technologies, Inc.



Mark J. Moshier, P.E.
Practice Leader

APPROVED:

_____ **Date:** _____
J. C. Jimenez, ICMA-CM



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6500 N. Andrews Avenue • Fort Lauderdale, FL 33309 • Phone 954-776-1616

April 2, 2019

Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Dear: J. C. Jimenez, Town Manager

Re: Continuing Services Professional Services Engineering Agreement – Executed
October 23, 2017 - Request for Town of Bay Harbor Island Approval of Contract
Assignment from Keith and Schnars, P.A. (K&S) to KCI Technologies, Inc. (KCI)

We would like to request that the active K&S contracts and task work orders with the Town be assigned to KCI in accordance with the attached Assignment and Assumption Agreement signed by each company on January 1, 2019. On the same date, KCI acquired all of the assets of K&S as well as hired all of its employees.

For your information, Federal Employer Identification Numbers are as follows:

K&S 59-1406307
KCI 52-1604386 (W-9 attached)

Our records indicate that there is currently one active contract (if your records show others, we respectfully request that all be assigned): Continuing Services Agreement between Town of Bay Harbor Islands and Keith & Schnars for Professional Engineering Services signed on October 23, 2017.

If you require any further information to assist with the assignment please do not hesitate to contact the undersigned at 954-776-1616.

Kind regards,

Mark J. Moshier, PE
Regional Practice Leader

Enclosures

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August 2, 2019

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Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

Randy L. Daniel, MSc, P.E., Town Engineer
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

RE: Broad Causeway Corridor Enhancement
Evaluation of Bidders
FM #439906-1
CGA Project No. 17-9537

Dear Mr. Daniels,

An Invitation to Bid (ITB) for the Town of Bay Harbor Islands (Town) Broad Causeway Corridor Enhancement Project was advertised on June 20, 2019, resulting in four bids received and opened on July 19, 2019. This letter provides an evaluation of the bid submittals. The bids were reviewed for mathematical correctness, thoroughness of completion of forms, license requirements, and qualifications. In addition, bidder references were contacted.

The apparent low bidder is Heavy Civil Inc. at \$967,846.40. Their bid was mathematically correct and included the required bid forms. The evaluation of their qualifications is noted as follows. CGA reached out to Heavy Civil Inc.'s references, who were able to speak to their responsiveness, ability to meet schedule and budget, and the work experience required to work on complex projects. Heavy Civil Inc did not meet all the listed FDOT pre-qualification work classes listed on pg. 1 of the ITB; however, this does not make them non-responsible because none of the other bidders met all the work categories. It should be noted that Heavy Civil Inc., is FDOT prequalified in work classes 10, 11 & 12 and can meet the requirement to self-perform 40% of the work. Also, Heavy Civil Inc. does not have a State of Florida General Contractor's license, submitting a Miami Dade license number instead. Page 24 of 63 says a copy of this license shall be provided 10 days prior to award but since having a state general contractor's license is not an FDOT pre-qualification requirement, this requirement can be waived by the Town, per pg. 2 of the ITB, and the contractor considered responsible.

Based on the evaluation information noted above for the bid submittals and the bid criteria, Heavy Civil Inc. can be considered the apparent, lowest responsible bidder.

If you have any questions or require additional information, please do not hesitate to contact me at 954-921-7781 or at JMartinetti@cgasolutions.com.

Sincerely,

Jenna Martinetti, P.E.
Assistant Director

Calvin, Giordano, and Associates

SUMMARY OF BID PROPOSALS RECEIVED
FOR: Town of Bay Harbor Islands

BID OPENING: 7/19/19 Prepared by Calvin, Giordano & Associates, Inc.

I hereby certify that the following is a true
summary of proposals received:

BC-154 Broad Causeway Corridor Enhancement Project

Signature

DESCRIPTION	QUANT.	UNIT	Heavy Civil Inc.		Florida Engineering & Development Corp.		JWA Engineering Contractor, Inc.		V Engineering & Consulting Corp.	
			UNIT PRICE	TOTAL ITEM AMOUNT	UNIT PRICE	TOTAL ITEM AMOUNT	UNIT PRICE	TOTAL ITEM AMOUNT	UNIT PRICE	TOTAL ITEM AMOUNT
I. General Conditions										
1 Maintenance of Traffic	1	LS	\$98,000.00	\$98,000.00	\$89,250.00	\$89,250.00	\$57,300.00	\$57,300.00	\$115,000.00	\$115,000.00
2 Clearing & Grubbing	1	LS	\$52,000.00	\$52,000.00	\$2,000.00	\$2,000.00	\$22,300.00	\$22,300.00	\$5,000.00	\$5,000.00
3 Mobilization/Demobilization	1	LS	\$68,000.00	\$68,000.00	\$82,100.00	\$82,100.00	\$90,800.00	\$90,800.00	\$56,900.00	\$56,900.00
4 Testing	1	LS	\$7,000.00	\$7,000.00	\$6,700.00	\$6,700.00	\$33,000.00	\$33,000.00	\$1,000.00	\$1,000.00
Subtotal General Conditions				\$225,000.00		\$180,050.00		\$203,400.00		\$177,900.00
II. Roadway										
5 Asphalt Removal	899	SY	\$4.30	\$4,405.10	\$9.30	\$8,360.70	\$12.30	\$11,057.70	\$45.00	\$40,455.00
6 Adjust Rim and Manhole to Grade	5	LF	\$700.00	\$3,500.00	\$651.00	\$3,255.00	\$900.00	\$4,500.00	\$450.00	\$2,250.00
7 Replace Rim	1	EA	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$600.00	\$600.00
8 Regular Excavation	2,311	EA	\$23.75	\$54,886.25	\$24.10	\$55,695.10	\$9.75	\$22,532.25	\$40.00	\$92,440.00
9 Subsoil Excavation Allowance	50	SY	\$75.00	\$3,750.00	\$26.00	\$1,300.00	\$24.60	\$1,230.00	\$1.00	\$50.00
10 Mill Existing Roadway Avg Depth 2"	10,525	LF	\$4.00	\$42,100.00	\$3.80	\$39,995.00	\$3.70	\$38,942.50	\$4.00	\$42,100.00
11 2" Superpave Asphalt Concrete	1,500	LF	\$139.00	\$208,500.00	\$148.50	\$222,750.00	\$138.75	\$208,125.00	\$285.00	\$397,500.00
12 6" Limerock Base	2,503	LF	\$20.25	\$50,685.75	\$15.60	\$39,046.80	\$25.00	\$62,575.00	\$26.00	\$65,078.00
13 12" Stabilized Subgrade	2,503	LF	\$12.00	\$30,036.00	\$16.30	\$40,798.90	\$7.50	\$18,772.50	\$32.00	\$80,096.00
14 20" Stabilized Subgrade	992	EA	\$21.00	\$20,832.00	\$25.10	\$24,899.20	\$33.80	\$33,529.60	\$35.00	\$34,720.00
15 Existing Roadway (Asphalt, Limerock Base and Stabilized Subgrade) To Be Reconstructed	300	EA	\$54.00	\$16,200.00	\$57.60	\$17,280.00	\$57.60	\$17,280.00	\$48.00	\$14,400.00
16 48" High ADA Handrail	320	EA	\$481.00	\$153,920.00	\$689.50	\$220,640.00	\$547.50	\$175,200.00	\$250.00	\$80,000.00
17 Green Colored Thermoplastic	216	EA	\$200.00	\$43,200.00	\$23.00	\$4,968.00	\$165.25	\$35,694.00	\$12.00	\$2,592.00
18 Existing Roadway (Asphalt and Base Course) To Be Reconstructed	352	EA	\$78.00	\$27,456.00	\$117.00	\$41,184.00	\$118.50	\$41,712.00	\$44.00	\$15,488.00
Subtotal Roadway				\$660,471.10		\$722,672.70		\$672,950.55		\$667,769.00
III. Pavement Markings and Signage										
19 Single Post Sign, F&I, Up To 12 SF	20	AS	\$400.00	\$8,000.00	\$400.00	\$8,000.00	\$385.50	\$7,710.00	\$275.00	\$5,500.00
20 Single Post Sign, Remove	12	AS	\$57.00	\$684.00	\$11.50	\$138.00	\$11.00	\$132.00	\$175.00	\$2,100.00
21 Sign Sign, Remove	6	AS	\$29.00	\$174.00	\$11.50	\$69.00	\$11.00	\$66.00	\$175.00	\$1,050.00
22 Single Sign, F&I	4	EA	\$200.00	\$800.00	\$345.00	\$1,380.00	\$330.00	\$1,320.00	\$225.00	\$900.00
23 Retro-Reflective Pave. Markers (BI-DIR White/Red)	112	EA	\$6.00	\$672.00	\$4.00	\$448.00	\$3.90	\$436.80	\$6.00	\$672.00
24 Retro-Reflective Pave. Markers (BI-DIR Yellow/Yellow)	8	EA	\$6.00	\$48.00	\$4.00	\$32.00	\$3.90	\$31.20	\$5.00	\$40.00
25 Thermoplastic, STD, White, Shared Bike	22	EA	\$460.00	\$10,120.00	\$460.00	\$10,120.00	\$550.80	\$12,117.60	\$375.00	\$8,250.00
26 Performed Tape, White, Message (Bike)	9	EA	\$230.00	\$2,070.00	\$345.00	\$3,105.00	\$430.00	\$3,870.00	\$250.00	\$2,250.00
27 Performed Tape, White, Arrow (Bike)	9	EA	\$230.00	\$2,070.00	\$345.00	\$3,105.00	\$410.00	\$3,690.00	\$175.00	\$1,575.00
28 Thermoplastic, STD, White 2-4 Dotted Guideline 6"	932	LF	\$1.05	\$978.60	\$1.20	\$1,118.40	\$1.10	\$1,025.20	\$2.00	\$1,864.00
29 Thermoplastic, STD, White, Skip, 6" (10-30)	3,734	LF	\$1.05	\$3,920.70	\$1.20	\$4,480.80	\$1.10	\$4,107.40	\$1.00	\$3,734.00
30 Thermoplastic, STD, Open Graded Asphalt Surfaces, White Solid 6"	7,601	LF	\$1.05	\$7,981.05	\$1.20	\$9,121.20	\$1.10	\$8,741.15	\$1.00	\$7,601.00
31 Thermoplastic, STD, Open Graded Asphalt Surfaces, Yellow Solid 6"	4,371	LF	\$1.05	\$4,589.55	\$1.20	\$5,245.20	\$1.15	\$5,026.65	\$1.00	\$4,371.00
32 Thermoplastic, STD-OP, White, Solid, 8"	335	LF	\$1.40	\$469.00	\$1.50	\$502.50	\$1.40	\$469.00	\$2.00	\$670.00
33 Thermoplastic, STD-OP, White, Solid, 18"	57	LF	\$3.10	\$176.70	\$5.00	\$285.00	\$4.30	\$245.10	\$2.00	\$114.00
34 Thermoplastic, STD-OP, Yellow, Solid, 18"	11	LF	\$1.50	\$16.50	\$5.00	\$55.00	\$4.30	\$47.30	\$2.00	\$22.00
35 Roadside Flashing Beacon Assembly, F&I, Solar Power	1	AS	\$15,100.00	\$15,100.00	\$19,250.00	\$19,250.00	\$18,300.00	\$18,300.00	\$4,606.00	\$4,606.00
Subtotal Pavement Markings and Signage				\$57,870.10		\$66,455.10		\$67,335.40		\$45,319.00
IV. Electrical										
36 Relocate Existing Light Pole	1	LS	\$4,500.00	\$4,500.00	\$10,500.00	\$10,500.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00
Subtotal Electrical				\$4,500.00		\$10,500.00		\$15,000.00		\$5,000.00
V. Landscape										
37 Modify Existing Irrigation	1	LS	\$5,700.00	\$5,700.00	\$1,150.00	\$1,150.00	\$5,500.00	\$5,500.00	\$9,000.00	\$9,000.00
38 Turf / Sod- St. Augustine "Floratum" (Harmonization Areas)	22,008	SF	\$0.65	\$14,305.20	\$0.60	\$13,204.80	\$1.10	\$24,208.80	\$1.50	\$33,012.00
Subtotal Landscape				\$20,005.20		\$14,354.80		\$29,708.80		\$42,012.00
Total Base Bid Price (Total of Bid Items I Through V)				\$967,846.40		\$994,032.60		\$988,394.75		\$1,138,000.00

Bid Qualifications

Bid Security in the form of Bid Bond	YES	*	*	*
Bid Bond form	YES	*	*	*
Contractor's Qualification Statement	YES	*	*	*
Florida Trench Safety Act	YES	*	*	*
OSHA Standard Forms	YES	*	*	*
Non-Collision Affidavit	YES	*	*	*
References	YES	*	*	*
State General Contractor Licensed	NO - but provided Miami-Dade Contractor license number (E1400280)	YES	YES	YES
Mathematical Correctness	YES	YES	Small rounding error	YES
Acknowledgement of Addenda	YES	YES	YES	YES
FDOT Pre-Qualified	See Below**	See Below**	See Below**	See Below**

*NOTE - A COMPLETE QUALIFICATION EVALUATION FOR THE NON-LOW BIDDERS WAS NOT COMPLETED. A "BLANK" SPACE DOES NOT INDICATE THAT THE INFORMATION WAS NOT PROVIDED BY THE BIDDER.

**FDOT Pre-Qualifications:

8. Electrical Work	YES	NO	YES	NO
10. Flexible Paving	YES	YES	YES	NO
11. Grading	YES	YES	YES	NO
12. Grassing, Seeding, and Sodding	YES	YES	YES	NO
28. Pavement Marking	NO	YES	YES	NO
29. Roadway Signing	YES	YES	YES	NO
40. Other Work (Handrails & Milling)	NO	PARTIAL (handrail, no milling)	NO	NO

AGENDA ITEM REPORT

August 12, 2019

ITEM NUMBER: 16.

ITEM: Discussion requested by Council Member Leonard and co-sponsored by Council Member Reid to prohibit single use plastic bags. Enclosed is a copy of ordinance from the Village of Bal Harbour.

DESCRIPTION:

The proposed legislation is to prohibit the single use of plastic bag. This was previously requested by Council Member Reid at the May Regular Council Meeting. Enclosed is a copy of the ordinance from the Village of Bal Harbour that prohibits the use, sale and distribution of single use plastics bags within their jurisdiction.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Jordan Leonard, Council Member
Kelly Reid, Council Member

ATTACHMENTS

1. BH Ordinance - Plastic Bags

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

AN ORDINANCE AMENDING CHAPTER 11 "NUISANCES," ARTICLE I "IN GENERAL" OF THE VILLAGE'S CODE OF ORDINANCES TO CREATE SECTION 11-5 "PROHIBITED USE OF SINGLE USE PLASTICS" UNDER THE BRIDGE AND ON THE JETTY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Issue:

Should the Village Adopt this Ordinance on Second Reading?

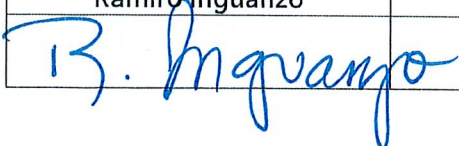
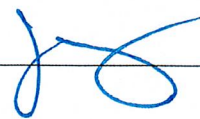
Item Summary/Recommendation:

This Ordinance was heard on First Reading at the May 21, 2019 Council meeting and passed unanimously. This item was a result of a discussion held during the Single-Use Plastics Ordinance (2019-620) passed unanimously on second reading at the April 16, 2019 Council meeting which amends the Village Code to create definitions for Single-Use Plastics, and to prohibit the use, sale or distribution of single-use plastics in the commercial establishments in Bal Harbour Village. Ordinance 2019-620 also regulates all Village-owned properties, including Village Hall, as well as other Village facilities and properties, including the park and beach. Exceptions to Ordinance 2019-620 include: medical or dental facilities; the school district or county, state, or federal governmental entities; and where a reasonable accommodation is needed by an individual due to a medical or physical condition, or for a religious belief. The Village Council desires to further its efforts to protect the environment by specifically prohibiting use of Single-Use Plastics in the fenced area under the Herman B. Fultz bridge and on the jetty east of the cut-walk to the eastern edge of the jetty, which are public properties open to the water where single-use plastics are likely to fall or blow into the water. The proposed Ordinance would apply the same definitions, exceptions and provisions for enforcement and penalties as the Ordinance 2019-620. The Code would be amended as follows:

Section 11-5. Prohibited use of Single Use Plastics. It shall be unlawful for any person to carry Single Use Plastics as defined in Section 9-1 onto the jetty and in the fenced observation area beneath the Herman Foulk bridge. The exceptions of Section 9-3(b) and the enforcement and penalties described in Section 9-3(c) apply to this prohibition.

The civil penalty for carrying any of the single-use plastics set forth in this Ordinance on the jetty will be \$25.00 and will be added to the schedule of penalties set forth in Section 2-191(b) of the Village Code and will be enforced through the Special Master process.

APPROVAL OF THIS ORDINANCE IS RECOMMENDED.

Assistant Village Manager		Village Manager
Ramiro Inguanzo		Jorge M. Gonzalez
		

AGENDA ITEM _____

BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: June 18, 2019

SUBJECT: AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 11 "NUISANCES," ARTICLE I "IN GENERAL" OF THE VILLAGE'S CODE OF ORDINANCES TO CREATE SECTION 11-5 "PROHIBITED USE OF SINGLE USE PLASTICS" UNDER THE BRIDGE AND ON THE JETTY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

RECOMMENDATION

The Administration recommends approval of this Ordinance.

BACKGROUND

This Ordinance was heard on 1st Reading at the May 21, 2019 Council meeting and passed unanimously. This item was a result of a discussion held during the 1st Reading at the March 19, 2019 Council meeting for an Ordinance regarding the use of Single-Use Plastics by commercial establishments and at Village-approved events on Village property or in Village facilities. During the discussion of this item, Mayor Groisman offered that a ban on the individual use of plastics should also be in place on the jetty, similar to the Village Code's grandfathered regulations of polystyrene foam (Styrofoam) on the beach in Chapter 11. Because this proposal would require amending a different chapter of the Code than this Ordinance, it was agreed that it would be dealt with separately in the future.

The Single-Use Plastics Ordinance (2019-620) passed unanimously on second reading at the April 16, 2019 Council meeting. Ordinance 2019-620 amended the Village Code to create definitions for Single-Use Plastics, and to prohibit the use, sale or distribution of single-use plastics in the commercial establishments in Bal Harbour Village, and provides for a penalty. Ordinance 2019-620 also regulates all Village-owned properties, including Village Hall, as well as other Village facilities and properties, including the park and beach.

Exceptions to Ordinance 2019-620 include: medical or dental facilities; the school district or county, state, or federal governmental entities; and where a reasonable accommodation is needed by an individual due to a medical or physical condition, or for a religious belief.

Single-Use Plastics defined in Ordinance 2019-620 include: Single-Use Plastic Straw; Single-Use Plastic Bag; and Single-Use Plastic Flatware and Dinnerware.

Several venues in Bal Harbour Village have already begun to transition away from plastic products. Marriott International, which operates both the St. Regis Bal Harbour and the Ritz-Carlton Bal Harbor, plans to remove plastic straws and drink stirrers from all of its 6,500 hotels and resorts worldwide by July 2019. Both the St. Regis and the Ritz-Carlton have already eliminated plastic straws and are now using paper straws. Some restaurants in the Bal Harbour Shops, including Makoto, Carpaccio's, Le Zoo, and Zodiac have also already transitioned away from some plastic products, including straws, containers and to-go bags.

Ordinance 2019-620 takes full effect on October 1, 2019, in order to allow the Village Administration to conduct a public education campaign for an extended period of time and for vendors to exhaust their current inventory and to identify alternatives to single-use plastics. Following the Village's public education efforts, the Village shall provide for a 60-day written warning period (from October 1, 2019, through November 30, 2019), during which time written warnings shall be issued by the Village Code Compliance for violations of the Ordinance. Beginning on December 1, 2019, Code Compliance shall enforce Ordinance 2019-620. The Ordinance also gives the Village Manager the discretion to delay the enforcement beyond December 1, 2019 if needed.

ANALYSIS

The Village Council desires to further its efforts to protect the environment by specifically prohibiting use of Single-Use Plastics in the fenced area under the Herman B. Fultz bridge and on the jetty east of the cut-walk to the eastern edge of the jetty, which are public properties open to the water where single-use plastics are likely to fall or blow into the water. The proposed Ordinance would apply the same definitions, exceptions and provisions for enforcement and penalties as the Ordinance that passed on Second Reading on April 16, 2019.

The Code would be amended as follows by the proposed Ordinance:

Section 11-5. Prohibited use of Single Use Plastics. It shall be unlawful for any person to carry Single Use Plastics as defined in Section 9-1 onto the jetty and in the fenced observation area beneath the Herman Foulk bridge. The exceptions of Section 9-3(b) and the enforcement and penalties described in Section 9-3(c) apply to this prohibition.

The civil penalty for carrying any of the single-use plastics set forth in this Ordinance on the jetty will be \$25.00 and will be added to the schedule of penalties set forth in Section 2-191(b) of the Village Code and will be enforced through the Special Master process.

The attached (Attachment A) diagram shows the impacted area on the jetty east of the cut-walk to the eastern edge of the jetty. In addition, the impacted area also covers the entire fenced area under the Herman B. Fultz bridge leading to the western entrance of the cut-walk.

Single-Use Plastics defined in this Ordinance include:

Single-Use Plastic Straw means a straw or stirrer provided, sold, or distributed for the purpose of imbibing liquids or transferring a beverage from its container to the mouth of the drinker by suction or for the purpose of mixing a beverage, provided by a company or individual to a customer of a Commercial Establishment, typically at the point of sale, which is made predominantly of plastic derived from one or more of the following: petroleum, a biologically-based source (such as corn or other plants), or polystyrene, polypropylene, or polyethylene. A Plastic Straw does not include a straw that is made of non-plastic materials, such as paper, sugar cane, bamboo, or other similar materials, and does not apply to pre-packaged drinks.

Single-Use Plastic Bag means a bag provided by a company or individual to a customer of a Commercial Establishment, typically at the point of sale, for the purpose of transporting purchases, which is made predominantly of plastic derived from one or more of the following: petroleum, a biologically-based source (such as corn or other plants), or polystyrene, polypropylene, or polyethylene. This definition includes bags provided to a customer to transport items provided free of charge, including but not limited to, samples and informational materials.

Single-Use Plastic Flatware and Dinnerware means eating and serving utensils and plates, bowls, cups, and glasses provided by a company or individual to a customer of a Commercial Establishment, typically at the point of sale, made predominantly of plastic derived from one or more of the following: petroleum, a biologically-based source (such as corn or other plants), or polystyrene, polypropylene, or polyethylene. Single-Use Plastic Flatware and Dinnerware does not include flatware and dinnerware made of non-plastic materials, such as paper, sugar cane, bamboo, or other similar materials.

This prohibition shall not apply where a reasonable accommodation is needed by an individual due to a medical or physical condition, or for a religious belief.

The civil penalty for a violation would be \$25.

LEGAL CONSIDERATIONS

The validity of this Ordinance and of Ordinance 2019-620 as applied to the other regulated plastics depends on the outcome of the ongoing City of Coral Gables litigation, as discussed when Ordinance 2019-620 was considered. As of June 11, 2019, the Third DCA had still not ruled in that appeal. Opinions are released weekly each Wednesday.

CONCLUSION

Adoption of the proposed Ordinance would help contribute to a cleaner and safer environment by decreasing the use of single-use plastics, including single-use plastic straws, single-use plastic bags, and single-use plastic flatware and dinnerware, in an effort for these items to not become an environmental blight for Bal Harbour Village.

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 11 "NUISANCES," ARTICLE I "IN GENERAL" OF THE VILLAGE'S CODE OF ORDINANCES TO CREATE SECTION 11-5 "PROHIBITED USE OF SINGLE USE PLASTICS" UNDER THE BRIDGE AND ON THE JETTY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

WHEREAS, Bal Harbour Village ("Village"), a world renowned tourist destination, is committed to environmental conscientiousness, and declares that it is in the interest of the public health, safety, and welfare of its residents and visitors to reduce litter and pollutants on the lands and in the waters of the Village, and along its shores and beaches; and

WHEREAS, the Village has demonstrated its commitment by adopting Ordinance No. 2019-620 amending Chapter 9 of the Village Code of Ordinances ("Code") regarding use of Single Use Plastics by Commercial Establishments and at Village-approved events on Village property or in Village facilities; and

WHEREAS, Section 9-1 defines Single Use Plastics to include Single-Use Plastic Straws, Single-Use Plastic Bags, and Single-Use Plastic Flatware and Dinnerware, all as defined therein; and

WHEREAS, Ordinance No. 2019-620 establishes the reasons why Single Use Plastics are damaging to the environment, and expresses the Village's legislative intent on this subject; and

WHEREAS, the Village Council desires to further its efforts by specifically prohibiting use of Single-Use Plastics in the fenced area under the Herman B. Fultz bridge and on the jetty, which are public properties open to the water where Single Use Plastics are likely to fall or blow into the water; and

WHEREAS, the Village Council wants the definitions, exceptions and provisions for enforcement and penalties of Ordinance No. 2019-620 to apply to this Ordinance; and

WHEREAS, the City of Coral Gables has adopted a plastic bag prohibition, and in *Florida Retail Federation, Inc. and Super Progreso Inc. v. The City of Coral Gables*, Circuit Court of the Eleventh Judicial Circuit for Miami-Dade County, Florida (Case No. 2016-018370-CA-01), the Court held that Sections 403.708(9) and 403.7033 of the Florida Statutes, relating to plastic bags and packaging, are unconstitutionally vague; and

WHEREAS, the appeal from this decision has been argued in the Third District Court of Appeal (Case No. 3D-2017-562), but no opinion has been released and the effectiveness of the Circuit Court decision has not been stayed; and

WHEREAS, the Village Council finds that this Ordinance is necessary for the preservation and improvement of the environment, public health, safety and welfare of the Village's residents and visitors and future generations.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. Village Code Amended - Chapter 11. That Article I "In General" of Chapter 11 "Nuisances" of the Code of Bal Harbour Village, Florida, is hereby amended to create Section 11-5 "Prohibited use of Single Use Plastics" to read as follows:¹

Chapter 11 - NUISANCES

ARTICLE I. - IN GENERAL

* * * * *

Sec. 11-5. - Prohibited use of Single Use Plastics. It shall be unlawful for any person to

¹ Additions to existing Village Code text are shown by underline; deletions from existing Village Code text are shown by ~~striketrough~~. Changes between first and second reading are shown by highlighted double underline and ~~double striketrough~~ font.

carry Single Use Plastics as defined in Section 9-1 onto the jetty east of the seawall and in the fenced area beneath the Herman B. Fultz bridge. The exceptions of Section 9-3(b) and the enforcement and penalties described in Section 9-3(c) apply to this prohibition.

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code. That it is the intention of the Village Council, and it is hereby ordained that this Ordinance shall become and be made a part of the Bal Harbour Village Code; that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Conflict. That all Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions, or parts of resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon adoption on second reading. The Village Manager shall have the discretion to delay

the start of enforcement of this Ordinance beyond December 1, 2019 as he may deem necessary.

PASSED AND ADOPTED on first reading this ____ day of June, 2019.

PASSED AND ADOPTED on second reading this ____ day of _____, 2019.

Gabriel Groisman, Mayor



ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney