



**Town of Surfside
Regular Town Commission Meeting**

AGENDA

May 14, 2019

7 p.m.

**Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154**

Rule 7.05 Decorum. Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the commission shall be barred from further appearance before the commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the commission members present. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. Signs or placards may be disallowed in the commission chamber by the presiding officer. Persons exiting the commission chambers shall do so quietly.

Rule 6.05 Agenda. The good and welfare portion of the agenda set for 8:15 p.m. shall be restricted to discussion on subjects not already specifically scheduled on the agenda for discussion and debate. In no event shall this portion of the agenda be allotted more than 45 minutes with each speaker to be given no more than three minutes, unless by vote of a majority of the members of the commission present, it is agreed to extend the time frames. Likewise, commission members shall be restricted to speaking three minutes each unless an extension is granted in the same manner as set forth in the prior sentence.

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Town Clerk prior to engaging in lobbying activities per Town Code Sec. 2-235. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit community-based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance; and any person who only appears as a representative of a neighborhood, homeowners or condominium association without compensation for the appearance, whether direct or indirect or contingent, to express support of or opposition to any item.

Per Miami Dade County Fire Marshal, the Commission Chambers has a maximum capacity of 99 people. Once reached this capacity, people will be asked to watch the meeting from the first floor.

**** Denotes agenda items as "must haves" which means there will be significant impacts if the item is not addressed tonight. If these items have not been heard by 10 p.m., the order of the agenda will be changed to allow them to be heard.***

1. Opening

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Mayor and Commission Remarks – Mayor Daniel Dietch**
- E. Agenda and Order of Business Additions, deletions and linkages**
- F. Community Notes – Mayor Daniel Dietch**
- G. Recognition of Ms. Aletha Player, FPL Area Manager, External Affairs – Mayor Daniel Dietch**
- H. Introduction of Mr. Christopher Ferreira, FPL External Affairs Advisor – Guillermo Olmedillo, Town Manager**
- I. Proclamation Presentation Designating May as the Jewish American Heritage Month – Mayor Daniel Dietch Page 1**
- J. Code Enforcement Officers’ Appreciation Week Proclamation Presentation – Mayor Daniel Dietch Page 2**

2. Quasi-Judicial Hearings - None

- 3. Consent Agenda (*Set for approximately 7:30 p.m.*) All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request that an item be removed from the Consent Agenda and discussed separately. If the public wishes to speak on a matter on the consent agenda they must inform the Town Clerk prior to the start of the meeting. They will be recognized to speak prior to the approval of the consent agenda.**

A. Minutes – Sandra Novoa, MMC, Town Clerk Pages 3-16

- April 3, 2019 Town Commission Budget Workshop Minutes
- April 9, 2019 Regular Town Commission Meeting Minutes

***B. Town Manager’s Report – Guillermo Olmedillo, Town Manager Pages 17-63**

***C. Town Attorney’s Report – Weiss Serota, Town Attorney Pages 64 -67**

D. Committee Reports – Guillermo Olmedillo, Town Manager Pages 68 - 87

- January 7, 2019 Tourist Board Meeting Minutes
- January 16, 2019 Sustainability and Resiliency Committee Minutes
- March 7, 2019 Downtown Vision Advisory Committee Minutes
- March 11, 2019 Special Tourist Board Meeting Minutes
- March 28, 2019 Planning and Zoning Board Meeting Minutes
- April 1, 2019 Tourist Board Meeting Minutes

- E. A Resolution Urging Miami-Dade County League of Cities to Create a Committee Dedicated to the Protection and Conservation of the Biscayne Bay Ecosystem – Commissioner Tina Paul Pages 88 - 90**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA URGING THE MIAMI-DADE COUNTY LEAGUE OF CITIES TO CREATE A COMMITTEE DEDICATED TO THE PROTECTION AND CONSERVATION OF THE BISCAYNE BAY ECOSYSTEM, TO ADDRESS AND FORMULATE COMPREHENSIVE POLICIES ON REGIONAL ISSUES IMPACTING BISCAYNE BAY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- F. Approval of Proclamation for Code Enforcement Officers' Appreciation Week – Mayor Daniel Dietch Pages 901 - 92**

- G. Approval of Proclamation Designating May as the Jewish American Heritage Month – Mayor Daniel Dietch Pages 93 - 95**

4. Ordinances

(Set for approximately N/A p.m.) (Note: Good and Welfare must begin at 8:15)

A. Second Reading Ordinances

- 1. Prohibiting Hotels in H40 – Guillermo Olmedillo, Town Manager
[Linked to Item 9G] Pages 96 - 103**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-41, "REGULATED USES", TO CHANGE THE LIST OF PERMITTED, CONDITIONAL, AND PROHIBITED USES TO PROHIBIT HOTELS IN THE H-40 ZONING DISTRICT SOUTH OF 93RD STREET AND ADDRESS HOTEL ACCESSORY USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

(Set for approximately N/A p.m.) (Note: Good and Welfare must begin at 8:15)

B. First Reading Ordinances

- 1. Florida Friendly Landscape Ordinance - Guillermo Olmedillo, Town Manager Pages 104 - 129**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING ARTICLE VIII, "LANDSCAPE REQUIREMENTS," OF CHAPTER 90, "ZONING," OF THE TOWN'S CODE OF ORDINANCES BY ESTABLISHING FLORIDA-FRIENDLY LANDSCAPE REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Resolutions and Proclamations

(Set for approximately 8:30 p.m.) (Note: Depends upon length of Good and Welfare)

- A. Parking Utilization Analysis – Guillermo Olmedillo, Town Manager Pages 130 - 144**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NO. 121 WITH CALVIN GIORDANO & ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR A PARKING UTILIZATION STUDY; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

- B. Hurricane Cost Recovery – Guillermo Olmedillo, Town Manager Pages 145 - 227**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT FOR THE REIMBURSEMENT OF HURRICANE IRMA EXPENSES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

C. Additional Bigbelly Trash and Recycling Containers – Guillermo Olmedillo, Town Manager Pages 228 - 255

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AMENDMENT NO. 1 TO THE CONNECT SERVICES AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND BIGBELLY SOLAR, INC. FOR ADDITIONAL SOLAR POWERED TRASH/RECYCLE COMPACTION CONTAINERS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT TO THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

D. Suntrust Purchasing Card Agreement – Guillermo Olmedillo, Town Manager Pages 256 - 275

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A COMMERCIAL CARD AGREEMENT WITH SUNTRUST BANK; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

E. Appropriation of Resort Tax Fund Balance (Tourism Reserves) for the funding of Beach Renourishment Mitigation Plan – Guillermo Olmedillo, Town Manager Pages 276 - 313

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AMENDMENT TO THE FISCAL YEAR 2018-2019 TOURIST RESORT FUND ANNUAL BUDGET TO APPROPRIATE AND RELEASE RESERVES TO THE TOURIST BOARD PROMOTIONAL ACTIVITIES ACCOUNT IN THE AMOUNT OF \$140,000.00 FOR FUNDING OF A BEACH RENOURISHMENT MITIGATION PLAN; APPROVING THE BUDGET AMENDMENT, RELEASE OF THE FUNDS FROM RESERVES AND EXPENDITURE OF FUNDS; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- F. Fourth of July Fireworks – Guillermo Olmedillo, Town Manager
Pages 314 - 334**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH ZAMBELLI FIREWORKS MANUFACTURING CO. FOR THE TOWN'S FOURTH OF JULY FIREWORKS DISPLAY; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

- G. Miami-Dade County Environmental and Education Grant –
Guillermo Olmedillo, Town Manager Pages 335 - 341**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING LOGISTICAL SUPPORT FOR THE YOUTH ENVIRONMENTAL ALLIANCE (YEA) IN CONNECTION WITH THE MIAMI-DADE COUNTY ENVIRONMENTAL ENHANCEMENT AND EDUCATION GRANT PROGRAM FOR ENVIRONMENTAL EDUCATION FUNDING; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH YEA FOR SUCH PURPOSES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- H. Resolution Waiving Building Permit Fees for Additional
Sustainability Initiatives – Mayor Daniel Dietch Pages 342 - 345**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, WAIVING TOWN BUILDING PERMIT FEES AND REQUIRING EXPEDITED DEVELOPMENT AND REVIEW PROCESSES FOR SUSTAINABILITY PROJECTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- I. Global Payments Direct (OpenEdge) Credit Card Processing
Agreement - Guillermo Olmedillo, Town Manager Pages 346 - 360**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A CARD SERVICES AGREEMENT WITH GLOBAL PAYMENTS DIRECT, INC.; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

6. Good and Welfare (Set for approximately 8:15 p.m.)

Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.

7. Town Manager and Town Attorney Reports

Town Manager and Town Attorney Reports have been moved to the Consent Agenda –
Item 3.

All items on the Consent Agenda are considered routine or status reports by the Town

Commission and will be approved by one motion. Any Commission member may

request that an item be removed from the consent agenda and discussed separately.

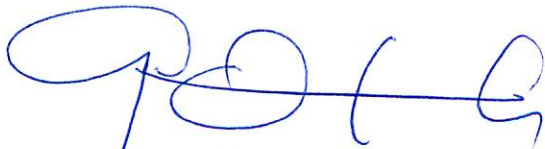
8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

- A. EpiPen – Commissioner Tina Paul Pages 361 - 380**
- B. Beach Renourishment Update [Verbal] - Guillermo Olmedillo, Town Manager**
- C. Downtown Vision Advisory Committee Parking Recommendation – Guillermo Olmedillo, Town Manager Pages 381 - 382**
- D. Charter Amendment Ballot Question Information and Deadlines – Guillermo Olmedillo, Town Manager Page 383**
- E. Code Compliance Resources – Mayor Daniel Dietch Pages 384 - 388**
- F. Single-Use Plastics Prohibition – Mayor Daniel Dietch Pages 389 - 405**
- G. Zoning in Progress – New Applications or Site Plans for Hotels in H40 Zoning District, South of 93rd Street - Guillermo Olmedillo, Town Manager [Linked to Item 4A1] Pages 406-409**

10. Adjournment

Respectfully submitted,



Guillermo Olmedillo
Town Manager

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-861-4863

EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT www.townofsurfsidefl.gov.

TWO OR MORE MEMBERS OF OTHER TOWN BOARDS MAY ATTEND THIS MEETING.

THESE MEETINGS MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATIONS MEDIA TECHNOLOGY, SPECIFICALLY, A TELEPHONE CONFERENCE CALL. THE LOCATION 9293 HARDING AVENUE, SURFSIDE, FL 33154, WHICH IS OPEN TO THE PUBLIC, SHALL SERVE AS AN ACCESS POINT FOR SUCH COMMUNICATION.



Jewish American Heritage Month Proclamation

WHEREAS, on April 20, 2006, President George W. Bush proclaimed that May would be Jewish American Heritage Month (JAHM), capping an historic achievement by an impressive group, led by the Jewish Museum of Florida and South Florida Jewish community leaders, which eventually resulted in congressional resolutions introduced by Rep. Debbie Wasserman Schultz (FL-23) and Sen. Arlen Specter (R-PA); and,

WHEREAS, JAHM recognizes the more than 360-year history of Jewish contributions to American culture and society, from sports, arts, music and entertainment and history, to medicine, business, science, government and military service. Across these fields, many Jewish Americans have contributed significantly to this Nation's struggle for freedom, justice and liberty, having helped bring about progress in all aspects of this Nation's values and character; and,

WHEREAS, many Jewish people who reached America did so after fleeing oppression, in some cases amid the most grim and gruesome of human experiences during the Holocaust, and did so with a hope of realizing the true promise of building a freer and more just America; and,

WHEREAS, many Jewish women and men made life-long commitments to confront the enemy of America's noblest goals: racism and oppression. They found solidarity in the Civil Rights Movement, in the fight for women's and LGBT rights, and in struggles which often mirrored the story of Exodus and the Jewish people's journey through the ages. Many Jewish people found America's best values in each of these causes, a demand for fairness, equality and justice; and,

WHEREAS, The rise in anti-Semitism demands that all Americans know the lessons of the Holocaust. We must recognize that there is an urgent imperative to continually combat prejudice before it firmly takes root. This recent re-emergence of violent anti-Semitism aimed at places of worship requires that we recommit, through action and solidarity, that an attack on the faith of one is an attack on the faith of all; and,

WHEREAS, JAHM celebrations include a unique annual theme, and past events have been held at the U.S. Capitol and the White House, and other federal sites, such as National Parks, the Library of Congress, and the National Gallery of Art. This year's theme provides a wonderful opportunity to recognize the American Jews who have helped create the images that represent important parts of our everyday life, from beloved children's books, graphic superhero novels, and daily comics and illustrations. These Jewish artists have been shaped by a Jewish experience and a truly American life, and memorialized and re-imagined the American imaginative landscape; and,

WHEREAS, throughout their work, one often finds a common thirst for freedom and justice, as many of these Jewish artists, writers and illustrators are adept at untangling our complicated world and synthesizing lessons and insights about it clearly and succinctly. For that, the world celebrates their work, and we hold their accomplishments up high;

NOW THEREFORE BE IT PROCLAIMED BY THE MAYOR AND THE CITY that the month of **MAY** 2019 shall be recognized as

JEWISH AMERICAN HERITAGE MONTH

In witness thereof I have hereunto set my hand this 9th day of April 2019.

Daniel Dietch, Mayor
Town of Surfside, Florida



PROCLAMATION

WHEREAS, Code Enforcement Officers provide for the safety, health and welfare of the citizens in this community through the enforcement of building, zoning, housing, animal control, fire safety, environmental and other codes and ordinances; and

WHEREAS, Code Enforcement Officers are often not credited for the jobs that they do in saving lives and improving neighborhoods; and

WHEREAS, every day, assisted by support and program staff, they attempt to provide quality customer service to the public for the betterment of the community; and

WHEREAS, too many times their efforts go unnoticed, even after code compliance has been accomplished due to their efforts and expertise; and

WHEREAS, Code Enforcement Officers are dedicated, well trained, and highly responsible individuals who take their jobs seriously and are proud of their department and the local government within which they serve; and

WHEREAS, the Florida Association of Code Enforcement (F.A.C.E.) has declared the first week of June be set aside by local government to honor and recognize their Code Enforcement Officers;

NOW, THEREFORE, I, Daniel Dietch, Mayor of the Town of Surfside, do recognize the week of June 3 through June 7, 2019, as

CODE ENFORCEMENT OFFICERS' APPRECIATION WEEK

in the Town of Surfside, Florida, in accordance with the statewide observance of the same and encourage citizens of the Town of Surfside to join this Commission in expressing appreciation for the dedication and outstanding service provided by the individuals who serve as our Code Enforcement Officers.

In witness thereof I have hereunto set my hand this 9th day of April 2019.

Daniel Dietch, Mayor
Town of Surfside, Florida



**Town of Surfside
Town Commission Budget Workshop
MINUTES
April 3, 2019
5:00 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 7:01 p.m.

B. Roll Call of Members

Town Clerk Novoa called the roll with the following members present: Mayor Dietch, Commissioner Karukin, and Commissioner Paul. Vice Mayor Gielchinsky and Commissioner Cohen were absent.

Vice Mayor Gielchinsky arrived at 5:32pm.

C. Pledge of Allegiance

Police Chief Yero led the pledge of allegiance.

2. FY 2020 Commission Direction Budget Workshop, Discussion and Direction for the FY 2020 Budget – Guillermo Olmedillo, Town Manager

Town Manager Olmedillo presented the item to the Town Commission and provided an overview of the purpose of the meeting.

Commissioner Paul spoke regarding the 11.5 percent increase in the Budget Summary provided. She would like to see them tailor back some of the things they have approved and believes this could be done if they can receive a status report of the items that have been previously budgeted for and not yet implemented. Town Manager Olmedillo reminded her that we are only halfway through the expenditures of this year. She stated she does not want to see the budget grow unnecessarily.

Commissioner Paul spoke about some of her priorities for fiscal year 2019-2020. She would like to see more beautification and clean streets. The 92nd street beach end should be fixed because it is creating an unsafe situation. She spoke about the new concrete benches not reflecting the beach town atmosphere. She would like to see if they can be changed to something more pleasant. She would like to see better coordination between the police department, code compliance department and the public works department. She also stated that we need more officers on Collins Avenue and in the residential area to keep our streets safe.

She spoke about resort taxes allocations and inquired if we are allocating enough funds for town facilities, beach maintenance, and beautification as required in the charter. She stated that the beach furniture has created a litter issue and it is not being addressed by the beach furniture operation. We should look into what is been allowed out there and who is responsible for the clean-up. The only persons who are doing clean-up are volunteers and residents. She would also like to know if a fee is collected on the beach furniture operations, how does the operation work and what percent goes to the Town. In summary, Commissioner Paul would like to see the budget reflect more safety, more beautification of the streets, clean up, updated signs and better coordination between the departments that protect the streets.

Commissioner Karukin spoke about the debt management policy he has been requesting for about a year. He would like the cost of maintaining all the committees which have been created that he has also been requesting for a long time. He would like to see each agenda item with a price tag attached in order to stay fiscally responsible. He is no longer in support of approving the Bigbelly Agreement. He would like to get the cost of all software maintenance and license fees the Town currently has. He would like an overview of how the new Code Compliance Department will look. He inquired about the five-year plan because he believes that the graphics included in the current one are hard to read. He would like to see the HR Director get an assistant.

Commissioner Paul supports Commissioner Karukin's opinion about the Big Belly agreement.

Mayor Dietch spoke about the improvement of the alleyways, 96th Street Park improvements, traffic mitigation, code compliance, and resiliency as his top priorities. He spoke about the update from the Town lobbyist and the opportunity to lower the water line that crosses between Biscaya and the rest of the Town. It is an incredible opportunity to try to obtain funds from the legislation, the Town has the matching funds to accomplish that project. The Mayor also spoke about the burying of the power lines.

Vice Mayor Gielchinsky arrived at 5:32 pm.

Vice Mayor Gielchinsky spoke about the improvements to 96th Street Park, resiliency, and the possibility of undergrounding the power lines even though he is not sure if the Town has all the information to make a decision. Town Manager Olmedillo stated that they are still working on it. Vice Mayor Gielchinsky inquired about the beach raking and the status of it. Town Manager Olmedillo stated that it would be better to wait until the renourishment of the beach. He will provide an update on the beach renourishment project during the April 9, 2019 Commission meeting. The Vice Mayor stated this was not a priority but he wanted to know the status.

The following members of the public spoke:

- Sasha Plutno
- Eliana Sazhauer
- Sheryl Goldberg
- Diana Gonzalez
- Sheryl Goldberg
- Diana Gonzalez

Commissioner Karukin referred to Mrs. Salzhauer’s comments regarding employees. He stated that he will always come to their defense and that he takes offense at the characterization of the staff as being ineffective and just interested in their pensions. He stated that the staff is the most hardworking and dedicated group of men and women that any Town can have and they are lucky to have them. He spoke about the median salary and the value of public service.

Mayor Dietch echoed Commissioner Karukin’s remarks by stating that the comments were offensive to him and that the employees who were present there and the people they represent who provide the essential services everyday to this community are incredible.

Town Manager Olmedillo invited everyone to continue to send comments and input through emails and requested the Town Commission to confirm that they are available to attend the meeting dates proposed.

3. Adjournment

There being no further business, Commissioner Karukin made a motion to adjourn. The meeting adjourned at 5:59pm.

Respectfully submitted,

Accepted this _____ day of _____, 2019.

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk



**Town of Surfside
Regular Town Commission Meeting
MINUTES
April 9, 2019
7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 7:08 p.m.

B. Roll Call of Members

Town Clerk Novoa called the roll with the following members present:

Mayor Daniel Dietch, Commissioner Michael Karukin, Vice Mayor Daniel Gielchinsky and Commissioner Barry Cohen. Commissioner Tina Paul was absent.

C. Pledge of Allegiance

Chief Yero led the Pledge of Allegiance

D. Mayor and Commission Remarks – Mayor Daniel Dietch

Vice Mayor Gielchinsky spoke about the legislature proposed cuts to Medicaid disbursements to providers that treat children diagnosed with autism (ASD).

E. Agenda and Order of Business Additions, deletions and linkages

Vice Mayor Gielchinsky made a motion to add a new item as 9F to speak about the Planning and Zoning Board request about the Freeboard.

Mayor Dietch pulled items 3G and 3H from the consent agenda as they required approval due to presentations and to move item 9D to after consent and to defer item 9C.

The motion was made by Vice Mayor Gielchinsky, received a second from Commissioner Karukin and all voted in favor.

F. Community Notes – Mayor Daniel Dietch

Commissioner Karukin spoke regarding the beach renourishment and the Tourist board approved an item regarding transportation to a pop-up beach for residents and visitors. He stated that the Tourist Board debated on two locations, one close to the north side and the other by the south side. Commissioner Karukin toured both locations and approves the locations for the pop-up beach.

Mayor Dietch spoke regarding Seymor Gelber and requested a moment of silence in honor of Mr. Gelber who passed away at the age of 99.

Commissioner Karukin also spoke regarding Mr. Gelber and the type of man he was.

Mayor Dietch congratulated Police Officer of the month, Officer Duran.

Mayor Dietch spoke regarding the annual Water Conversation event.

Mayor Dietch announced the hosting of the beach cleanup on April 13, 2019 at the Community Center.

Mayor Dietch spoke regarding the different events taking place in the Town. All these events and information can be found on the Town's website.

Vice Mayor Gielchinsky read an article stating that Airbnb is rescinding its plan to bar listings in the Israeli bank.

G. Miami- Dade County Fire Rescue 2018 Annual Report Presentation –
Miami-Dade County Fire Chief Dave Downey

Mayor Dietch introduced Miami-Dade County Fire Chief Dave Downey who presented the Annual Report to the Town Commission and presented to the Commission a plaque with the Miami-Dade County Fire Department logo.

Vice Mayor Gielchinsky asked some questions which were answered.

Mayor Dietch took a moment of privilege and read Miami- Dade Fire Chief Dave Downey's biography and presented him with the Key to the Town.

H. Presentation of the Town Commission Annual Salary - Guillermo Olmedillo, Town Manager

Town Manager Guillermo Olmedillo gave a presentation of the Commission annual salary. Each member of the Town Commission was presented with their one-dollar annual check.

I. Arbor Day Proclamation Presentation - Mayor Daniel Dietch

Mayor Dietch read the proclamation into the record and presented it to Randy Stokes, Public Works Director.

J. Municipal Clerks Appreciation Week Presentation to Town Clerk Sandra Novoa, MMC - Mayor Daniel Dietch

Mayor Dietch read the proclamation into the record. He presented the proclamation to Town Clerk Sandra Novoa and commended her for her service to the Town.

2. Quasi-Judicial Hearings

3. Consent Agenda (*Set for approximately 7:30 p.m.*)

**Item 3F, 3G and 3H were pulled and heard before adoption of the consent agenda items.

Commissioner Karukin made a motion to approve the consent agenda. The motion received a second from Vice Mayor Gielchinsky. The motion carried 3-1 with Commissioner Cohen voting in opposition.

A. Minutes – Sandra Novoa, MMC, Town Clerk
Approved on Consent

- March 12, 2019 Regular Town Commission Meeting Minutes

***B. Town Manager's Report – Guillermo Olmedillo, Town Manager**
Approved on Consent

***C. Town Attorney's Report – Weiss Serota, Town Attorney**
Approved on Consent

D. Committee Reports – Guillermo Olmedillo, Town Manager
Approved on Consent

- February 25, 2019 Parks and Recreation Committee Minutes
- February 28, 2019 Planning and Zoning Board Minutes

E. Approval to Modify the Parking Meter Rate to a Variable Rate Based System – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN ON-STREET VARIABLE PARKING RATE IN THE BUSINESS DISTRICT ON HARDING AVENUE FOR WEEKDAYS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on Consent

F. Resolution in Opposition to House Bill 1383 and Senate Bill 1720, Bert J. Harris Act – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, OPPOSING FLORIDA HOUSE BILL 1383 AND SENATE BILL 1720 RELATING TO PROPERTY RIGHTS AND BERT J. HARRIS ACT CLAIMS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

The following speakers spoke on this item:
Sasha Plutno
Eliana Salzhauer

Approved on Consent

G. Arbor Day Proclamation Presentation and Resolution - Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN OF SURFSIDE ADOPTING A PROCLAMATION HONORING THE IMPORTANCE OF TREES FOR THE TOWN OF SURFSIDE'S COMMUNITY AND ENVIRONMENT AND ENCOURAGING THE PLANTING OF TREES; PROCLAIMING APRIL 26, 2019 IN THE TOWN OF SURFSIDE AS "ARBOR DAY"; PROVIDING APPROVAL AND AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

Item was pulled in order to approve prior to presentations.

Commissioner Karukin made a motion to approve. The motion received a second from Vice Mayor Gielchinsky and all voted in favor.

H. Municipal Clerks Appreciation Week Proclamation Approval - Mayor Daniel Dietch

Item was pulled in order to approve prior to presentations.

Commissioner Karukin made a motion to approve. The motion received a second from Vice Mayor Gielchinsky and all voted in favor.

4. Ordinances

(Set for approximately N/A p.m.) (Note: Good and Welfare must begin at 8:15)

A. Second Reading Ordinances

(Set for approximately 8:30 p.m.) (Note: Good and Welfare must begin at 8:15)

B. First Reading Ordinances

1. Florida Friendly Landscape – Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING ARTICLE VIII, "LANDSCAPE REQUIREMENTS," OF CHAPTER 90, "ZONING," OF THE TOWN'S CODE OF ORDINANCES BY ESTABLISHING FLORIDA-FRIENDLY LANDSCAPE REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title of the ordinance.

Town Manager Olmedillo presented the item to the Town Commission.

The following members of the public spoke on the item:

Sasha Plutno
Eliana Salzhauer
Phyllis Shamis

Town Manager Guillermo Olmedillo addressed Ms. Salzhauer's comments and concerns and will have the Town's consultant sit with Ms. Salzhauer and address her concerns.

Mayor Dietch addressed the comments made by the public.

After some discussion Vice Mayor Gielchinsky made a motion to defer the item for one month. The motion received a second from Commissioner Cohen. The motion carried 3-1 with Commissioner Karukin voting in opposition.

2. **Ordinance Amending Chapter 34 “Environment” of The Town’s Code of Ordinances to Create Section 34-15, Within a New Division 5, “Sunscreen Products,” to Prohibit the Sale of Sunscreen Products Containing Oxybenzone or Octinoxate, or Both – Mayor Daniel Dietch**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING CHAPTER 34 “ENVIRONMENT” OF THE TOWN’S CODE OF ORDINANCES TO CREATE SECTION 34-15, WITHIN A NEW DIVISION 5, “SUNSCREEN PRODUCTS,” TO PROHIBIT THE SALE OF SUNSCREEN PRODUCTS CONTAINING OXYBENZONE OR OCTINOXATE, OR BOTH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Novoa read the title of the ordinance.

The following members of the public spoke on the item:

Shmuel Rubenstein
Eliana Salzhauer
Ben Jacobson
Raul Concepcion
Daniel Alvarez
Devorah Shagalov
Melissa Lazarus
Dr. Andrew Weinstein
Michael Abrouk
Brian Berman
Kurt Reynertson

Commission responded to the public’s comments.

Commissioner Karukin made a motion for discussion purposes. The motion received a second from Commissioner Cohen and all voted in favor.

After an extensive discussion Mayor Dietch made a motion to approve the ordinance. The motion died for lack of a second.

5. Resolutions and Proclamations

(Set for approximately 8:30 p.m.) (Note: Depends upon length of Good and Welfare)

A. Tree Giveaway - Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN EXPENDITURE FOR PURCHASE OF TREES FROM LUKE'S LANDSCAPING IN CONNECTION WITH THE TOWN'S TREE GIVEAWAY PROGRAM; AUTHORIZING AN EXPENDITURE NOT TO EXCEED \$30,250.00; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title into the record.

Vice Mayor Gielchinsky made a motion to approve. The motion received a second from Commissioner Cohen and all voted in favor.

B. Autism Awareness Month and AHCA's Proposal to Cut Funding for ABA Services – Vice Mayor Daniel Gielchinsky

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA URGING THE STATE OF FLORIDA GOVERNOR AND THE LEGISLATURE TO REJECT CERTAIN PROPOSALS PROVIDING FOR A REDUCTION IN APPLIED BEHAVIORAL ANALYSIS ("ABA") SERVICES FOR AUTISTIC PERSONS BY THE AGENCY FOR HEALTH CARE ADMINISTRATION ("AHCA"); RECOGNIZING APRIL AS AUTISM AWARENESS MONTH IN THE TOWN OF SURFSIDE; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title into the record.

The following members of the public spoke on the item:

Eliana Salzhauer
Sasha Plutno

Vice Mayor Gielchinsky made a motion to approve. The motion received a second from Commissioner Karukin and all voted in favor.

6. Good and Welfare (Set for approximately 8:15 p.m.)

The following members of the public spoke on items that were not on the agenda.

Eliana Salzhauer spoke regarding the approval of the Eden Hotel project, the EpiPen item, water challenge and be more mindful of the impact on the environment.

Sasha Plutno spoke about the vehicles on the beach and the July 4th fireworks related to the sea turtle nesting.

Marcia Texeira spoke about the Town's commitment to the quality of life of the residents.

Justo (Andy) Atrio spoke about the conditions of the sea grape trees by the beach and provided pictures to the Commission.

Pamela O'Hagan spoke on behalf of Patricia Fowley regarding the Eden project.

Pamela O'Hagan spoke about the Eden Development.

Sheryl Goldberg spoke about the importance of the Eden Development reaching an agreement with their neighbors. She also spoke about the Downtown District and the stain on the sidewalks due to food droppings. She also spoke about the EpiPens and plastic bags in the supermarkets.

Uri Cohen spoke about the current prohibition of the use of leaf blowers.

Avital Atar spoke about issues that concern her that the parks are not in good condition or clean, no libraries and the fact that the Town is not family oriented. She spoke regarding the lack of enough sidewalks.

Mady Dawsdpon spoke regarding the lack of sidewalks, streets are not family oriented and the lack of enough lighting.

Ezzy Wasserman spoke about the ordinance that was passed banning leafblowers.

Phyllis Shamis spoke about the Eden project and asked the Commission to do anything that needs to be done to protect the O'Hagans and the Fowleys.

Diana Gonzalez spoke about the reconsideration on the water conservation and artificial grass prohibition projects in the Town.

Members of the Town Commission addressed some of the comments from the speakers.

7. Town Manager and Town Attorney Reports

Under item 3

8. Unfinished Business and New Business

No unfinished business or new business.

9. Mayor, Commission and Staff Communications

A. Beach Renourishment Presentation Update [*Verbal*] – Guillermo Olmedillo, Town Manager

Town Manager Guillermo Olmedillo gave a verbal update and presentation of the beach renourishment project.

Vice Mayor Gielchinsky asked about the projected start date of the renourishment project and explained what the project entailed including which portions of the beach will be closed.

Further discussion among Vice Mayor Gielchinsky and Town staff regarding the project and informing the residents and construction schedule.

Mayor Dietch requested the Town Clerk email the PowerPoint presentation to him.

B. Code Compliance Resources and Process – Guillermo Olmedillo, Town Manager

Town Manager Guillermo Olmedillo presented the item.

The following members of the public spoke on the item:

Sasha Plutno
Eliana Salzhauer
Diana Gonzalez
Phyllis Shamis

Commission and staff addressed some of the questions from the public.

Mayor Dietch recommended to hire two (2) part-time positions to concentrate on the beach and downtown areas and one (1) full-time administrative support position.

Discussion among the Commission and Town Manager continued, and the Commission requested the Town Manager to come back in a few months with an update.

Mayor Dietch made a motion to direct the Town Manager to hire two (2) part-time code compliance officers to concentrate on the beach and downtown areas and one (1) full-time administrative support personnel. The motion died for lack of second.

C. EpiPen Policy Discussion – Commissioner Tina Paul
Item was deferred.

D. Miami-Dade County Environmental Enhancement and Education Grant Opportunity – Mayor Daniel Dietch
Mayor Dietch introduced the item.

Commissioner Karukin made a motion to approve. The motion received a second from Vice Mayor Gielchinsky and all voted in favor.

E. Town Hall Meeting Recap - Mayor Daniel Dietch
Mayor Dietch gave an update and requested that the Town Hall meeting recap be published on the website and to update the formatting.

The following members of the public spoke on the item:
George Kousoulas

Vice Mayor Gielchinsky made a motion requesting staff to publish and update the formatting on the website. The motion received a second from Commissioner Karukin and all voted in favor.

F. Planning & Zoning Board Request for Give a Foot – Get a Foot Campaign/Freeboard – Vice Mayor Gielchinsky **ADD ON ITEM**
Vice Mayor Gielchinsky introduced the item.

Vice Mayor Gielchinsky requested to bring this item back for discussion at the next Commission meeting.

Town Manager Guillermo Olmedillo explained this concept and the process of approval prior to being sent to Miami-Dade County Elections Department.

Town Clerk Sandra Novoa advised the Commission on the qualifying dates, which are not available at this time and the requirements prior to adding a question on a ballot.

Vice Mayor Gielchinsky made a motion to extend the meeting for 30 minutes. The motion received a second from Commissioner Karukin. All voted in favor.

Further discussion took place among the Commission on this item.

The following members of the public spoke on the item:
Sasha Plutno
Eliana Salzhauer
George Kousoulas

Commissioner Cohen left at 11:15 p.m.

Vice Mayor Gielchinsky made a motion to direct the Town Clerk to speak with Miami Dade County Elections Department to determine the schedule for referendum items and to develop the specific language for the Commission's consideration at the May Commission meeting. The motion received a second from Commissioner Karukin. All voted in favor with Commissioner Cohen absent.

10. Adjournment

There being no further business to discuss before the Commission, the meeting adjourned without objection at 11:17 p.m.

Respectfully submitted,

Accepted this _____ day of _____, 2019.

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk



TOWN MANAGER'S REPORT

MAY 14, 2019

COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

- I. SEE CLICK FIX REPORT – Attachment “A”
- II. SOCIAL MEDIA (NEXTDOOR) REPORT – Attachment “B”
- III. DEVELOPMENT APPLICATION PROCESS (2009 – PRESENT) – Attachment “C”
- IV. DEVELOPMENT APPLICATIONS STATUS

A. 8851 Harding – The applicant has submitted plans for an 18 unit development. The DIC meeting was held on March 26, 2018. The DRG meeting was held on November 29, 2018. The Planning and Zoning Board meeting was held on January 31, 2019 and the board recommended approval to the Town Commission. The application is scheduled for the June 11, 2019 Commission Meeting.

B. 8995 Collins – A site plan was submitted on May 19, 2017. Three DRG meetings were held on June 19, 2017, August 24, 2017, and September 28, 2017. The DIC meeting was held on November 16, 2017. The application was heard at the February 22, 2018 Planning and Zoning Board meeting where it was deferred. Since, it has been deferred five times for different reasons, such as, revision of the traffic analysis, lack of quorum, and the applicant's request for a deferral. The application will be scheduled for a Town Commission meeting, once the Planning and Zoning Board issues its recommendation.

V. TOWN DEPARTMENTS

Code Compliance Division

A. Code Violation Cases: As of March 26, 2019, the total number of active, open cases being managed is 249; of these cases, 118 cases are still under investigation and

are working towards compliance; 3 cases are on-hold; 32 are in the Special Master hearing queue; 7 cases are in post-Special Magistrate action status; 4 cases have pending liens, and 85 cases have been issued liens and remain unpaid. Properties with unpaid liens are sent reminder letters on a quarterly basis.

B. Collected Civil Penalty Fines: Unresolved code compliance cases accrue fines until the code violation is resolved. After the violation is abated, then the property owners are notified to remit the fine amount due. In many cases, the fine amount is either paid, resolved via a settlement agreement, or referred to the Town's Special Master for a hearing and ruling on the fine amount due.

The following is a summary by fiscal year of the fine amounts collected:

- FY 18/19: Through April 25, 2019, 72 cases have paid/settled for a total collection of \$17,269
- FY 17/18: 92 cases have paid/settled for a total collection of \$29,576
- FY 16/17: 117 cases have paid/settled for a total collection of \$40,842
- FY 15/16: 152 cases paid/settled for a total of \$137,282

Finance Department

Monthly Budget to Actual Summary as of March 31, 2019 – *Attachment "D"*

Planning and Zoning Department

The Planning and Zoning Board has discussed the issue of adaptability to climate change in several of its meetings.

At the March 28th, 2019 meeting, the Board considered recommending a possible Charter amendment to address changing flood plains as a result of sea level rise.

Police Department

A. Police Department Statistics (April 1 - April 21, 2019):

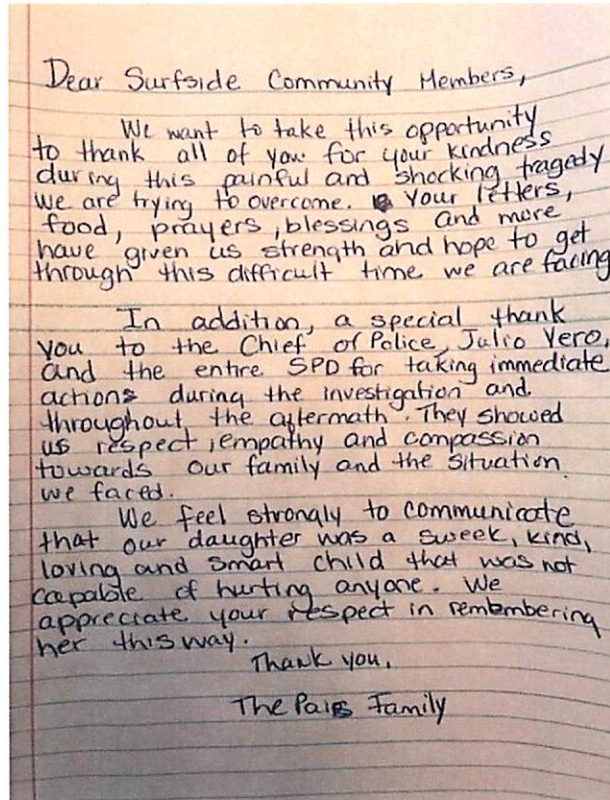
- Traffic Citations – 175
- Parking Citations – 460
- Arrests – 7
- Dispatch Events – 1,137
- Incident/Crime Reports- 59
- Suspicious Person Checks - 11

B. Special Notification

Officers responded to a call of a missing person on April 15, 2019 at 2306 hours. Upon

their arrival, the mother reported that she last saw her 18-year-old daughter on April 14, 2019 at 2200 hours. The mother stated that she had not heard from her daughter since and that was unusual behavior. An investigation ensued, which revealed the daughter had flown to the State of Colorado. On April 17, 2019, the daughter was found in Colorado deceased from a self-inflicted gun-shot wound.

In a touching hand written note, the family expressed their appreciation to the community, Chief Yero Julio, the Town of Surfside and the Surfside Police Department for their unrelenting support during this difficult time.



C. Traffic Mitigation Program Status Report

Public safety is the number one priority for the Town of Surfside. Along with public safety, quality of life is a focus of the Town. One element that impacts both public safety and quality of life is traffic. Traffic has increased significantly in recent years on Collins Avenue and Harding Avenue regionally as well as locally in Surfside. These roadways are major north/south thoroughfares for vehicles to avoid I-95 and Biscayne Boulevard traffic congestion. Lane closures at developments in Surfside and neighboring jurisdictions add to this traffic overcrowding. Drivers have learned they can avoid the backup on Collins Avenue and Harding Avenue by traveling west into the residential neighborhoods. There are no sidewalks in the single-family home areas of Surfside and with many families and children who play, walk and bike on the streets, traffic mitigation

strategies are continuous for the Town Commission and Staff in our goal to keep Surfside safe and enjoyable. In order to accomplish our goals Staff works in partnership with the State of Florida Department of Transportation and Miami-Dade County authorities who have jurisdiction over the roads in Surfside. The following chart illustrates and tracks the progress of this ongoing effort.

#	TIMEFRAME	INITIATIVES	STATUS	UPDATE(S)
Short Term (0 – 6 months)				
1.		New Speed Bumps	Re-Opened November 2018	<p>New speed bumps have been installed at the following locations:</p> <ul style="list-style-type: none"> • 8900 block of Abbott Avenue • 9100 block of Abbott Avenue • 9300 block of Abbott Avenue • 9500 block of Byron Avenue (second speed bump) <p>November/December 2018: new speed bump location in the 9400 block of Abbott Avenue being evaluated.</p> <p>The location of the speed bump was determined and installation scheduled for February 2019.</p> <p>During February 2019, new speed bumps were installed at the following locations:</p> <ul style="list-style-type: none"> • 9300 block of Abbott Avenue • 9400 block of Abbott Avenue • 9500 block of Carlyle Avenue <p>New speed bumps implementation is being evaluated for the 8800 block of Carlyle Avenue.</p>
2.		<u>Loop Detector Installation</u>	<u>In progress</u>	<p>CGA was authorized to move forward with the preparation of the bid documents for the traffic loops at three signalized intersections along Harding Avenue. CGA will need to provide updated scope of services and fee in order to provide traffic counts and traffic analysis at subject intersections (before and after traffic analysis) per commission request at 05-09-17 meeting.</p> <p>The east Stop Bar at 93 Street & Harding Avenue will be moved back.</p> <p>On August 8, 2017, CGA submitted their additional service agreement for completing the before and after traffic analysis at the signalized intersections along Harding Avenue that new traffic loops are being installed. At the</p>


			<p>Commission meeting where the Post Design Services contract was approved, the Mayor and Commission asked if CGA could do a before and after analysis in order to evaluate the change in traffic operations at these subject intersections. The traffic counts are currently scheduled for the 29th, 30th or 31st of August (second week of regular school).</p> <p>Loop detectors have been approved for Harding Avenue at 88th, 93rd and 94th Streets.</p> <p>On November 3, 2017, CGA submitted for review and approval Work Authorization No. 106 for Surfside Traffic Signal Modification – Traffic Analysis. The scope of the project includes Pre – Post Construction Analysis of four intersections on Harding Avenue at 88th, 93rd, 94th and 95th Streets. Total cost not to exceed \$14,200.62.</p> <p>On January 29, 2018, a Traffic Signal Modification Mandatory Pre-Bid Opening was held at 10:30 a.m. The Assistant Town Manager, CGA, Public Works and Police Department representatives attended. No bidders attended.</p> <p>On March 8, 2018, a Traffic Signal Modification Mandatory Pre-Bid Opening was held at 2:00 p.m. The Town has received two bids. The Public Works Department and CGA are evaluating the bids. Once the bids are evaluated and ranked, Town staff will present their recommendation for final bid selection and award to the Town Commission.</p> <p>In a letter dated April 16, 2018, reference Town of Surfside Traffic Signal Modifications ITB No. 2018-01 and CGA Project No. 15-8083, CGA Director of Construction Engineering, Robert McSweeney, provided an analysis of the two bids received for the Surfside Traffic Signal Modification Project and recommendation for award of Contract. Under Power Corp. was the apparent low bidder with a Base Bid of \$109,045.23. Upon review, they found the bid is complete and appropriate for the proposed work. In keeping with the Town to award a Contract to the most responsible and responsive bidder whose bid is in conformance with the Bidding Documents and is in the best interest of the Town, they recommend that the Town of Surfside award the contract for the referenced project to Under Power Corp.</p>
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			<p>At the June 12th, 2018 Commission Meeting, the Town Commission voted to approve the recommendation from CGA awarding the contract to Under Power Corp. The project is moving forward pending CGA Notice to Proceed and required permitting.</p> <p>CGA has collected traffic counts and completed intersection analysis at the Harding Avenue and 88th Street, Harding Avenue and 93rd Street, Harding Avenue and 94th Street and Harding Avenue and 95th Street intersections. Next step is to complete new traffic counts and intersection analysis once the traffic loops at all four intersections have been installed. This traffic analysis will be summarized in a memorandum.</p> <p>Public Works Department and CGA held a pre-con meeting. Contractor applied for County permit. A Notice to Proceed (NTP) will be given when contractor has permit. 30 to 45 days for completion after start.</p> <p>On 8-8-2018, the awarded contractor, Under Power Corporation, submitted the following permit applications to Miami Dade County:</p> <p>Permit No. 2018006371 – Harding Av & 88 St Permit No. 2018006374- Harding Ave & 93 St Permit No. 2018006373 – Harding Ave & 94 St</p> <p>On 8-21-2018, Miami-Dade Traffic Engineering Division provided comments on their already approved plans. They had asked for one of the pedestrian signal phases to be modified.</p> <p>On 8-22-2018, Under Power Corporation picked up 18 revised signed and sealed sets from CGA.</p> <p>On 8-23-2018, the revised plans were submitted to the County for permitting by the contractor. It seems that the County has a 12-day turn-around for these permits. Bob McSweeney has been keeping track of the County's review time and the contractor has kept CGA informed every step of this process.</p> <p>For Harding Avenue and 95th Street, CGA received an email from David Hayes (Miami-</p>
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			<p>Dade County) stating that they could not sign-off on the project because they needed revised plans to reflect the same pedestrian phase modifications requested at 88th Street, 93rd Street, and 94th Street. Revised plans for Harding Avenue and 95th Street will be submitted to Miami-Dade County on 8-27-2018.</p> <p>Under Power Corp., project manager Guillermo Vado, left the company on 09-14-18, and the new project manager is Eddie Macias e.macias@underpowercorp.com.</p> <p>GCA contacted FDOT Operations concerning the Construction Agreement renewal and loop material revision, and were referred to the FDOT Permits Department. GCA have a call/message into them, and will advise as to any potential delay once we have more information.</p> <p>On 11-27-18 a meeting was conducted with Town Administration, Public Works, Police Department, and CGA regarding the Loop Detector Installation. It was determined that the project can commence on 12-10-2018 and the work hours will be 8:00 AM – 6:00 PM, Monday-Friday. The Police Department will provide personnel to assist with lane closures. The contractor, Under Power Corp., was contacted and advised to provide a construction schedule, work plan narrative, and MOTs regarding the program prior to commencing work.</p> <p>Loop Detector installation work began the week of 12-17-2018 and FDOT advised that the contractor has a 90-day window to complete the work. Traffic advisories were emailed to residents and posted on the Town website regarding the construction work and anticipated lane closures on Harding Avenue. FDOT halted the installation to obtain additional permits. They were not able to perform directional drilling at the intersections. FDOT and the Town have a scheduled meeting on Thursday 01-31-2019 to discuss the new project timeline.</p> <p>As of February 2019, due to unforeseen field conditions encountered by Contractor, loop detection project construction drawings are being revised. The revised drawings will be submitted to FDOT for re-permitting since the changes require trenching of</p>
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				<p>roadway. Engineer of Record is currently working on construction drawings for re-submittal.</p> <p>According to the Town Public Works Department we are awaiting a cost on the Change Order.</p> <p><u>Public Works advised that an RFP will have to be re-issued as the contractor has withdrawn from the project.</u></p>
3.		<p>Install a crosswalk at 90th Street & Harding Avenue (north side) and <u>89th Street & Harding Avenue (north side)</u></p>	Open	<p>FDOT agreed to reconsider installing a traffic signal at the location, pending study (count). The Town installed traffic delineators designed to allow a left turn only onto Harding Avenue, preventing vehicles from traveling westbound across the intersection.</p> <p>The 200 block of 90th Street has been converted to one-way traffic eastbound only. This new traffic pattern has eliminated the hazard of vehicles traveling west across Harding Avenue at 90th Street where a curve hindered line of sight for drivers.</p> <p>No Turn on Red signage has been installed at 90th Street & Collins Avenue for vehicles traveling eastbound in the 200 block of 90th Street.</p> <p>Crosswalk markings (Thermoplastic) installation will be performed in February 2019.</p> <p>Crosswalk markings (Thermoplastic) installation was delayed until March 2019 to allow the new pavement to properly cure.</p> <p>Crosswalk markings (Thermoplastic) installation was completed at the 89th Street & Harding Avenue (north side) location in March 2019. The Crosswalk markings (Thermoplastic) installation at 90th Street & Harding Avenue (north side) is still pending with no definitive date set.</p>
4.		<p>Collins Ave and Harding Ave. Request for additional speed limit signs & pavement markings within Town of Surfside.</p>	Open	<p>Per Arturo Patulot, Traffic Operations D6, Florida Dept of Transportation (FDOT) 305-470-5303, arthuro.patulot@dot.state.fl.us:</p> <p>FDOT Traffic Operations office conducted a field review along the subject roadway segment from 88th to 96th streets both NB and</p>

		FDOT CTP 2018-03-0031		<p>SB directions and has decided to install five (5) additional posted speed limit signs 30 MPH and three (3) sets of pavement markings 30 MPH for better exposure and driver's compliance at the following locations:</p> <p>Collins Avenue facing Northbound traffic Two (2) additional 30 MPH speed limit signs (Right & Left of roadway) and 30 MPH pavement markings north of 90th Street One (1) additional 30 MPH speed limit sign (Right of roadway) north of 92nd Street Two (2) additional 30 MPH speed limit signs (Right & Left of roadway) north of 94th Street</p> <p>Harding Avenue facing Southbound traffic 30 MPH pavement markings for the three lanes across from existing speed limit sign south of 96th Street</p> <p>30 MPH pavement markings for the three lanes across from existing speed limit signs south of 92nd Street</p> <p>The proposed improvements will be completed by FDOT maintenance when workload and schedule permit. No anticipated completion dates were provided.</p> <p>FDOT was notified by email for an update on the status and Public Works is awaiting their response.</p> <p>Town Public Works advised that FDOT confirmed that a work order has been completed and pending a start date for the work.</p>
5.		Evaluate Sidewalk Options	Open	Town Commission approved a motion to continue to evaluate pedestrian safety options in Surfside.
6.		<p>95th Street & Harding Avenue (westbound), left Turn lane added.</p> <p>300 block of 95th Street (eastbound), right turn lane added.</p>	Closed	On 04-27-2017, the traffic lanes in the 200 block of 95th Street, between Collins Avenue and Harding Avenue were modified to improve the traffic flow. New lane pavement markers delineate the new vehicular traffic flow for westbound traffic on 95th Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes west of the alleyway with one lane designated for travel westbound only on 95 Street across Harding Avenue, and the other lane designated as a

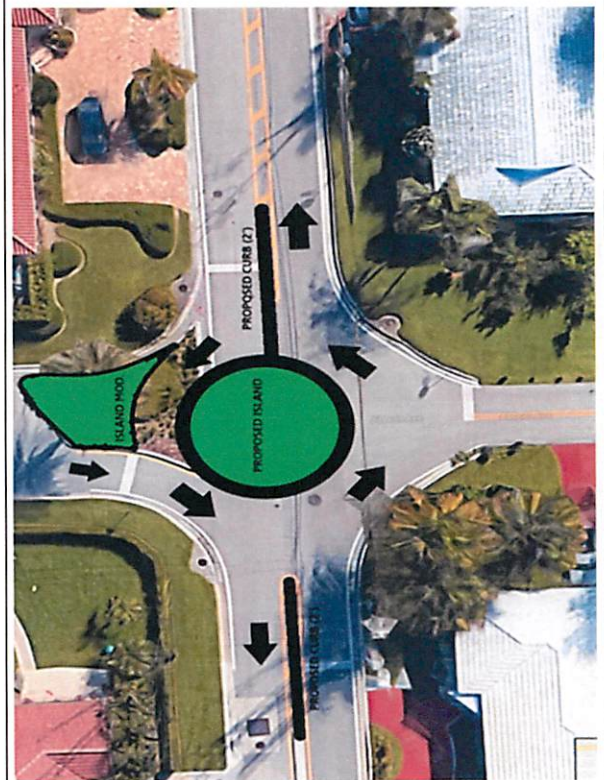
				<p>left turn only lane for vehicles turning southbound onto Harding Avenue. Three parking spaces on the North East side of 95 Street & Harding Avenue have been eliminated to allow for a westbound travel lane.</p> <p>As of 08-22-2017, the traffic flow in the 300 block of 95th Street, between Abbott Avenue and Harding Avenue, has been altered. The new lane pavement markers delineate the new vehicular traffic flow for eastbound traffic on 95th Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes east of the alleyway with one lane designated for travel eastbound only on 95th Street across Harding Avenue, and the other lane designated as a right turn only lane for vehicles turning southbound onto Harding Avenue. The loading zone at this location has been eliminated to allow for a right turn only lane. Please refer to the traffic diagram below.</p> 
7.		New Stop Signs at all intersections west of Harding Avenue	Closed	<p>Public Works installed stop signs at the following locations:</p> <ul style="list-style-type: none"> • 89th Street & Byron Avenue (east-west) • 90th Street & Abbott Avenue (east-west) • 90th Street & Carlyle Avenue (east-west) • 92nd Street & Abbott Avenue (east-west) • 92nd Street & Carlyle Avenue (east-west) <p>In September 2018, Public Works relocated the stop sign and stop bar at Carlyle Avenue and 90th Street (for Northbound traffic on Carlyle Avenue) 15 feet north to allow for an enhanced traffic sight cone at the intersection.</p>

				
8.		New Stop Bar Reflectors	Closed	<p>New Stop Bar Reflectors Installed</p> <p>In September 2018, Public Works conducted an inspection of the Stop Bar Reflectors and determined which reflectors were non-operational. The vendor will be replacing the non-operational reflectors under warranty.</p> <p>Public Works ordered 24 new reflectors that will be installed at the following locations:</p> <ul style="list-style-type: none"> • 90th Street and Froude (all directions) • 90th Street and Byron (all directions) • 90th Street and Abbott Avenue (East and West directions) • Yellow reflectors will be installed prior to the speed bumps in the 9500 block of Byron Avenue to alert drivers. <p>During November 2018 all non-operational Stop Bar Reflectors were replaced and are now functional. Additionally, new Stop Bar Reflectors were installed at the following locations:</p> <ul style="list-style-type: none"> • 90th Street and Froude (all directions) • 90th Street and Byron (all directions) • 90th Street and Abbott Avenue (East and West directions) • Reflectors will be installed prior to the speed bumps in the 9500 block of Byron Avenue to alert drivers.
9.		Revisit Street Closure <ul style="list-style-type: none"> ○ 94th Street / Abbott Avenue 	Closed	Town Commission approved a motion against revisiting this item.
10.		New Street Closure Byron Avenue (northbound) at 88 th Street	Closed	Requires study, Miami-Dade County and Miami Beach approval. On 11-29-17, Town Manager, Chief Allen and Public Works Director attended a meeting with

Miami-Dade County and City of Miami Beach administration regarding the closure of northbound traffic at 88th Street and Byron Avenue.

The above meeting resulted in a plan to add curbing to the 88th Street median extending it to Abbott Avenue. The result will prohibit drivers from executing illegal U turns disrupting the traffic flow and area residents which has been a continuous problem.

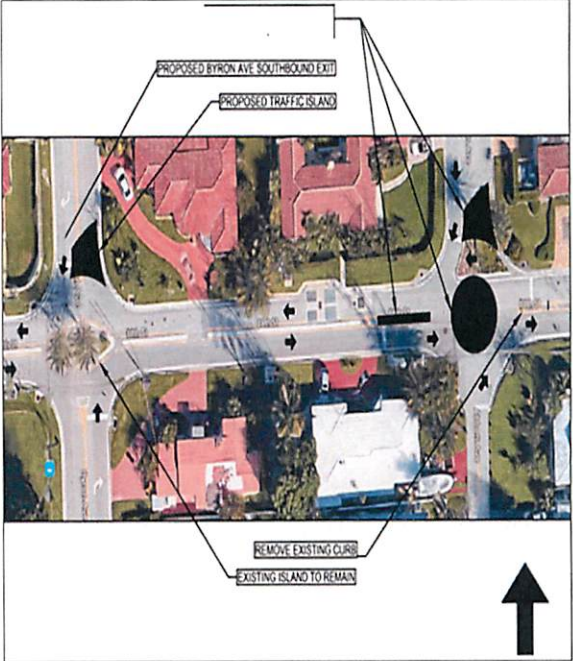
The following traffic modification Project has been developed to improve the traffic flow at 88th Street and Abbott Avenue.




Public Works completed the installation of the pictured vehicular traffic pattern at 88th Street & Abbott Avenue. On March 12, 2018, a 60-day testing period will begin before final approval.

The 60-day trial period before final approval continues. There have been no traffic accidents reported and no matters of concern have been brought to the attention of the Police Department.

At the Special Town Commission Meeting held May 22, 2018, the Town Commission approved the below traffic pattern design (Option A) for

				<p>88th Street and Abbott Avenue. A traffic circle at Abbott Avenue on 88th Street will allow traffic to flow east, west and south. Traffic islands on Abbott Avenue and Byron Avenue at 88th Street will prevent vehicles from traveling north on those avenues from 88th Street.</p>  <p>Public Works has begun work on the new traffic mitigation design on 88th Street & Abbott Avenue. The project is estimated to be completed by mid-July.</p> <p>Project completed.</p>
11.		<p>Install a centerline curb on 95th Street between Abbott and Byron Avenues</p> <p>○</p>	Closed	<p>Public Works installed delineators to deter trucks from traveling west on 95th Street.</p>
12.		<p>Eliminate Crosswalks on Collins (north) & Harding (south) Avenues</p>	Closed	<p>FDOT stated that eliminating crosswalks would hinder pedestrian travel and further study would be required before they can agree to that recommendation.</p>
13.		<p>Create Vehicular Circulation Plans for New Construction Projects Minimize lane closures</p>	Closed	<p>MOT's and circulation plans for new construction projects was a primary topic of discussion with FDOT and the surrounding jurisdictions representatives. A plan to improve the coordination of projects and to enhance communication by FDOT providing notice well in advance of all approved MOT's to the three</p>

				jurisdictions was agreed upon. The early notice system has shown an improvement.
14.	<p>Install traffic light at 96th Street & Abbott Avenue</p> <p>Eliminate left hand turn at 96th Street & Byron Avenue</p>	Closed	<p>Town Manager Olmedillo, Chief Allen, Captain Yero and Randy Stokes, from the Town and Eric Czerniejewsky from CGA, spent a few hours with Ramon Sierra, FDOT District 6. Several simulations were run, and the result is that the back-up traffic in the east bound direction made congestion worse on 96th Street. This will not allow the vehicles turning right from Byron to move, causing a longer back-up on Byron and creating additional congestion on Harding and Collins.</p> <p>FDOT will not eliminate the left turn at 96 Street & Byron Avenue.</p>	
15.	<p>Send demand letters to mapping companies</p> <ul style="list-style-type: none"> o Waze – Free Community-based GPS, Maps & Traffic Navigation App 	Closed	<p>The Town became a Participating Member of the Connected Citizens Program. This is the Town's effort to address in real-time reported accidents and improve navigation throughout the Town.</p>	
16.	<p>On-Street Parking Reconfiguration - 200 block of 90th Street</p>	Closed	<p>On Monday 10-08-18, Public Works advised that the 200 block of 90th Street On-Street Parking Reconfiguration would begin in October 2018, with Police/Parking Officers blocking off the street to complete the striping. Striping Reconfiguration diagram below.</p>  <p>On Monday 10-29-18, the striping and reconfiguration was completed.</p>	

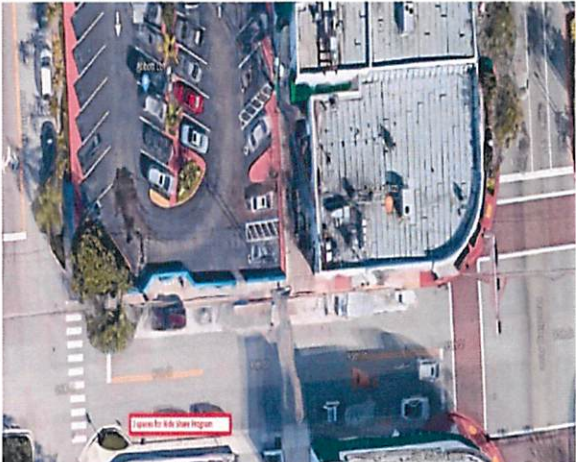
Intermediate Term (7-18 months)				
1.		<p>Design 91st Street Improvements</p> <ul style="list-style-type: none"> o Sidewalk, landscaping and buried utilities 	Open	Awaiting the study of walkability by FIU.
2.		<p>Create One-Way Streets 88th, 89th, 90th and 91st Street between Collins & Harding Avenues</p>	Closed	<p>A Town meeting was held July 18th, 2017, to present a new traffic pattern plan making 89th Street one-way only for westbound vehicular traffic from Collins Avenue to Hawthorne Avenue and 90th Street one-way only for eastbound vehicular traffic from Bay Drive to Collins Avenue.</p> <p>The Town Commission approved to conduct a test of a new streetscape design on 89th and 90th Streets, between Harding and Hawthorne. The test consists of creating a safe pedestrian path and a green area in what is currently the paved area of those streets. Because width of the street will be narrowed during the test, the streets will be changed to a one-way system, with 89th Street traffic moving from east to west and 90th Street traffic moving from west to east. The streets will be marked with paint to designate the pedestrian area as well as the green/parking area. The test is scheduled to begin in early December and run for a period of 60 days. At the end of the test period, staff will present a report to the Town Commission.</p> <p>The new streetscape testing was initiated December 14, 2017. The testing has gone smoothly with no incidents to report thus far. A main focus has been directed toward providing information, answering questions and educating residents and all who travel the area on the details and goals of the project.</p> <p>At the February 13th, 2018 Town Commission Meeting the Town Administration was granted time extension of sixty days to the One-Way Street Project in order to survey the streets for ADA compliance in the pedestrian lanes and to acquire more data on traffic counts.</p> <p>A One-Way Streets Town Hall Meeting was held on March 28th, 2018. Notifications for the March 28th One-Way Streets Town Hall Meeting have been distributed via the following channels:</p>

				<ul style="list-style-type: none"> • Publicly Noticed Meetings and Agenda Packets (Town Commission & Planning & Zoning) • Letter mailed to residences on 89th and 90th streets for first meeting held in July (similar to planning & zoning notices) • Door hangers to residences on 89th and 90th streets • Posted notice at Publix and Starbucks • Multiple e-blasts • Website notices on the calendar and town news • Included in multiple gazette newsletters • Channel 93 • Nextdoor postings on the Town's page • Delivery of meeting notices to residences on 89th and 90th streets for second meeting held in March • Surveys on Nextdoor and SurveyMonkey <p>Town collected resident feedback through a number of these channels including emails and phone calls.</p> <p>At the April 10th, 2018 Town Commission Meeting, the Town Commission approved a motion to terminate the One-Way Street Project tested on 89th Street and 90th Street.</p> <p>On April 16th, 2018, Public Works returned the traffic pattern on 89th Street and 90th Street to two-way traffic west of Harding Avenue.</p>
3.		Road closure of 95 th Street and Abbott Avenue	Closed	<p>On November 7, 2017, CGA submitted for review and approval Work Authorization No. 108 for Traffic Feasibility Study for Abbott Avenue and 95th Street. The project includes Traffic Analysis and Modeling of the road closure at 95th Street and Abbott Avenue. Total cost will not exceed \$20,149.58.</p> <p>On January 29, 2018, the Town Manager held a meeting with CGA Traffic Engineer Eric Czerniejewski, Asst. Town Manager Duncan Tavares, Public Works Director Randy Stokes and Captain Yero to review and discuss the Feasibility Study results.</p> <p>This item has been deferred due to the impact of closing the 95th Street would generate.</p>

Long Term (19+ months)				
1.		Gate the area west of Harding Avenue and create a special taxing district.	Open	This item is provided here as a place holder.

#	PARKING / TAXIS	STATUS	UPDATE
1.	<u>Variable Parking Rate for On-Street Parking Spaces in the Business District (9400 and 9500 blocks of Harding Avenue)</u>	<u>Open</u>	<p>At the 03-12-19, Town Commission meeting the Town Commission approved the following changes to a staff recommendation to initiate a Variable Parking Rate for On-Street Parking Spaces in the Business District (9400 and 9500 blocks of Harding Avenue). The Variable Parking Rate will be as follows: Weekdays (Mon-Fri) only between 10:00 AM – 4:00 PM will be \$4.00/hour with a 2-hour limit (after the expiration of 2 hours the parking space is not renewable between the hours of 10:00 AM – 4:00 PM and the vehicle will not be permitted to park in an On-Street parking space in the Business District until after 4:00PM). The Town Commission requested a review be conducted regarding the effects of the On-Street Variable-Rate in the Business District, and the review be submitted two months after the rate change implementation date. The resolution will be voted on at the Town Commission Meeting on 04-09-19.</p> <p><u>The resolution was approved by the Town Commission and on Monday 04-15-2019, the Variable Parking Rate was implemented without issue for the Parking Pay Stations and Pay-By-Phone Systems. A two month evaluation of the program will be submitted in June 2019.</u></p>
2.	<u>The Town of Surfside added 18 new single parking spaces and 2 loading zones in the streets that are east of Collins Avenue. These new parking spaces provide additional parking options for residents and visitors to our Town. The additional loading zones provide a safe location for trucks and other vehicles to deliver goods and services to residents. The total number of single parking spaces added is now 12.</u>	<u>Re-issued</u>	<p>The additional parking spaces are located in the following locations:</p> <ul style="list-style-type: none"> • 100 block of 88th Street (4 spaces) effective 06-01-2017 • 100 block of 90th Street (4 spaces) effective upon completion of on-going construction project • 100 block of 92nd Street (4 spaces) effective 06-01-2017 • 100 block of 96th Street (6 spaces) six single pay parking spaces were removed and the area was designated a Tow-Away Zone.

			<p>The additional loading zones are located at the following locations:</p> <ul style="list-style-type: none"> • 100 block of 89th Street - effective 06-01-2017 • 100 block of 94th Street - effective 06-01-2017 <p><u>An additional loading zone was added at the following location effective Monday 04-22-2019:</u></p> <ul style="list-style-type: none"> • <u>300 block of 95 Street on the north-west corner encompassing three parking spaces. The loading zone is effective between 6:00AM – 10:00AM only.</u>
<p>3.</p>	<p>Taxi Cab Stands added and changed</p>	<p>Closed</p>	<ul style="list-style-type: none"> • The Taxi Cab Stand at 94th Street & Collins Avenue was reduced from (4) vehicles to (2) vehicles. • 94th Street & Harding Avenue (across from Publix) will have a (2) vehicle Taxi Cab Stand. *One metered parking space has been added. • In the 200 block of 92nd Street (North side in front of the Marriott) one metered parking space was removed and replaced with a (1) vehicle Taxi Cab Stand. • A (2) vehicle Taxi Cab Stand has been added to the south side of the 200 block of Collins Avenue. <p>On 11-15-17, Chief Allen met with the management of the Azure Condominium regarding the taxi stand at 94th Street and Collins Avenue. They had no complaints regarding the location of the stand and were not aware of complaints or traffic concerns from residents of the condo. The taxis crossing Collins Avenue do not interfere with the exiting of cars from their building. The manager was happy that the stand was reduced from four to two taxis.</p> <p>One person has voiced opposition with the location of the taxi stand being across the street because it is unsightly and wants it moved.</p> <p>Chief Allen next met with the valet manager of the Grand Beach Hotel who said the two taxi stand is working out well and when a taxi is needed they signal for one from the stand. Chief Allen also met with the General Manager of the</p>

			<p>hotel regarding the concern and asked for one space for a taxi on the hotel property. The GM agreed. The space is just inside the garage and is now opened for taxi use.</p>
<p>4.</p>	<p>2018 Parking Permits for the 9400 and 9500 blocks of Byron Avenue</p>	<p>Closed</p>	<p>The 2018 Byron Avenue Parking Permits are only for residents and their guests on the 9400 & 9500 blocks of Byron Avenue. The application and the registration process instructions were included in the December 2017 Surfside Gazette. Residents must provide proof of residency and may obtain up to 3 permits per household. Only residents and their guests may park in these areas with the proper permit all other vehicles are subject to being issued a parking citation.</p>
<p>5.</p>	<p>Ride Share Pick-up & Drop Off</p>	<p>Closed</p>	<p>Background: There has been a proliferation of citizens utilizing Ride Share services such as Uber and Lyft which has impacted the efficient flow of traffic in the Town of Surfside. The operators for these services have been observed picking up and dropping off their customers in the Surfside Business District occupying Town parking spaces and double parking while picking up or dropping off customers.</p> <p>The Surfside Police Department recommends that a 90 day "Town of Surfside Ride Share Pick-Up & Drop-Off Trial Program" be conducted in the 300 block of 95th Street on the south-side of the road way encompassing three parking spaces closest to Abbott Avenue. See below picture (Red Box Area).</p>  <p>Budget Impact: There will be a reduction in the Town Parking revenue stream due to three (3) less parking spaces being available for paid</p>

		<p>parking. There will be incurred costs for procuring signage and possible repainting of the parking spaces.</p> <p>On 07-20-18 the signs for the Ride Share location were ordered and the expected delivery date is in early August 2018. On 07-26-2018, Captain Bambis and Parking Manager Joseph met with Mr. Javier Correoso (Public Affairs Manager) from Uber ride share regarding the new Pick-up and Drop-off site proposed for the 300 block of 95th Street in Surfside. Mr. Correoso was enthusiastic about the trial program that was discussed with him and he is willing to participate and utilize the location in the Uber application for the Pick-up location. He will be contacted days before going live with the location so that he could initiate the information in the Uber application. Mr. Correoso also provided information for his counterpart at Lyft ride share so we could contact them to have the same information on their Lyft application.</p> <p>Effective 08-13-2018, the Ride Share Pick-Up and Drop-Off location in the 300 block of 95th Street was completed:</p> <ul style="list-style-type: none"> • All signs installed (2 signs) • Curb line was painted yellow • Vehicle space lines were painted yellow • UBER Ride Share Company has agreed to add the location to their application <div data-bbox="1068 1335 1430 1724" data-label="Image"> </div> <p>The Ride Share Pick-up & Drop Off Trial Program concluded on 11-11-18. A Staff Memorandum regarding the program was prepared and submitted by the Police Department which stated that overall impact of</p>
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			<p>the Ride Share Pick-Up & Drop-Off Program has been positive and led to efficiencies of the traffic flow in and around the business district of Surfside. The Police Department recommended that the Ride Share Pick-Up & Drop-Off Program continue as a full-time initiative.</p> <p>The Ride Share Pick-up & Drop-off Program became a permanent on-going program effective November 2018.</p>
<p>6.</p>	<p>Parking Rate Increase for Off-Street Parking (Municipal Parking Lots)</p>	<p>Closed</p>	<p>Town of Surfside Resolution No. 18-2517 was adopted by the Town Commission on 07-10-2018 stipulating a parking rate fee increase from \$1.50 per hour to \$1.75 per hour for all Off-Street (Municipal Parking Lot) spaces.</p> <ul style="list-style-type: none"> • New Parking rate decals were ordered for the Parking Pay Stations with an anticipated delivery date of mid-August 2018. • Temporary Parking Fee Decals with the new rate were placed on the affected Parking Pay Stations. • Effective 07-25-18 at 12:00 pm the \$1.75 Parking rate commenced. Both the Pay Station System and Pay-By-Phone System were updated with the new parking rate for off-street parking. • Notifications of the parking rate change were hand-delivered to Surfside businesses on 07-24-2018. • Email notification of the parking rate change was sent out on 07-25-2018. • Notification of the parking rate change was posted on the Town website on 07-25-2018. • On 07-25-2018, the Town website "Parking" section was reviewed and the areas requiring the new rate change were updated by CGA (Adrian). <p>New Parking rate decals were received and they were affixed to the Parking Pay Stations in the Municipal Parking Lots on 08-22-2018.</p>

7.	Replacement of No Parking Signs and additional No Parking Signs 9400 block of Abbott Avenue	Closed	Based on Police Department observations the replacement of No Parking Signs that are in poor condition, and additional No Parking Signs will be installed in the 9400 block of Abbott Avenue. Public Works is working in conjunction with the Parking Department to complete this project. <u>The signs were received and installed the week of February 25th, 2019.</u>
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D. Florida Department of Law Enforcement Uniform Crime Report (UCR)

The Uniform Crime Report (UCR) is submitted to the Florida Department of Law Enforcement biannually and annually. The FBI uses UCR to track crime nationwide. The Total Crimes increased by 5.9% in Surfside from 2017-2018. The overall low crime increase was maintained through enforcement and crime prevention initiatives. Violent Crime (see classification below) decreased by 2.0% and Property Crime (see classification below) increased by 4.1%. The increase in property crimes may be contributed specifically to thefts from hotel rooms, thefts from unlocked vehicles and thefts of bicycles. Total arrests increased from 96 in 2017 to 183 in 2018. Crime Rates, index totals and percentages are determined and affected by a number of categories not listed.

Violent Offenses	2017	2018	% Change
Murder	0	0	
Rape	0	1	100.0%
Robbery	2	0	-200.0%
Aggravated Assault	4	5	25.0%
Violent Offense Total	6	6	0.0%
Violent Crime Rate	103.2	101.1	-2.0%
Property Offenses	2017	2018	% Change
Burglary	8	10	25.0%
Larceny	81	88	8.6%
Motor Vehicle Theft	7	4	-42.9%
Property Offense Total	96	102	6.3%
Property Crime Rate	1,651.2	1,718.9	4.1%
Total Index Offenses	102	108	5.9%
Clearance Rate for Index Crimes	33.3	15.7	-52.8%

E. National Police Appreciation Month

May is the month where the Nation celebrates Memorial Day and National Police Appreciation Month.

In 1962, President John F. Kennedy signed a proclamation which designated May 15th as Peace Officers Memorial Day and the week in which that date falls as Police Week. Currently, tens of thousands of law enforcement officers from around the world converge on Washington, DC to participate in a number of planned events which honor those that have paid the ultimate sacrifice. The Memorial Service began in 1982 as a gathering in Senate Park of approximately 120 survivors and supporters of law enforcement. Decades later, the event, more commonly known as National Police Week, has grown to a series of events which attracts thousands of survivors and law enforcement officers to our Nation's Capital each year.

Locally there are several events to honor the men and women of law enforcement.

The Law Enforcement Officers Memorial was established in 1980 to honor fallen officers from every police department and law enforcement agency within Miami- Dade County. In 2001, four black granite walls were erected; etched with the names of the gallant men and women who died serving the citizens of their community.

The Eternal Blue Line Flag will be flown over Surfside Town Hall in the honor of the fallen officers for the month of May.

F. FBI- LEEDA Trilogy Award

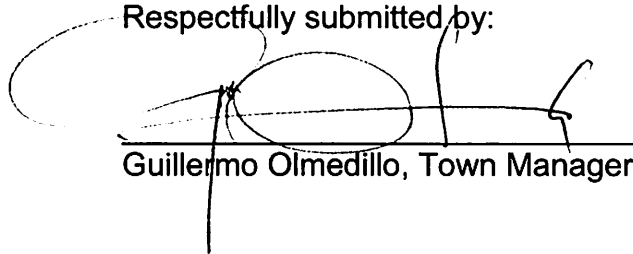
Sergeant Marian Cruz successfully completed the FBI-Law Enforcement Executive Development Association's (FBI-LEEDA) Supervisor Leadership Institute training, Command Leadership Institute training and Executive Leadership Institute training and received the prestigious FBI-LEEDA Trilogy Award on April 19, 2019.

G. Police Events:

- The Police Officer Assistance Trust and the Law Enforcement Officers Under Authority Ministry hosted the 19th Annual Law Enforcement Officers Memorial Prayer Breakfast on May 1st at 8:30 a.m. at the Big Five Club in Miami. Chief Yero and Lt. Marciante attended the event.
- The 38th Annual Miami-Dade Law Enforcement Officers Memorial Ceremony was on May 2, 2019 at 7:00 p.m. at Tropical Park. Chief Yero, Captain Bambis, Lt. Marciante and Ofc. Luke as the representative of the Surfside Police Department Honor Guard attended.

- The Police Command Staff will attend the Annual Town of Surfside Memorial Day event on May 27th at 10:00 a.m. at Veterans' Park. Ofc. Durante and Ofc. Luke will participate as members of the Honor Guard.
- The monthly Bike with the Chief is May 29, 2019, at Town Hall at 5:00 p.m.
- Coffee with the Cops is May 30, 2019, at Starbucks at 10:00 a.m.

Respectfully submitted by:



Guillermo Olmedillo, Town Manager



Town of Surfside, FL

Between Jan 01, 2014 and Apr 26, 2019

1020 requests were opened

994 requests were closed

The average time to close was 26.8 days.

REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Other	226	222	24.6
Beach Issue	170	161	24.1
Code Compliance (Violation)	138	138	30.1
Parking Issue	90	90	3.6
Police (Safety Concern)	75	75	8.4
Code Compliance (Safety Concern)	78	76	36.3
Street lights (PW)	48	45	150.3
Utilities (Water/Sewer) (PW)	32	30	11.3
Construction Issues	34	33	10.9
Drainage/Flooding (PW)	27	23	20.7
Solid Waste (Residential) (PW)	21	21	26.5
Dog Stations (P & R)	15	15	4.7
Barking Dog	12	12	20.0
96 Street Park (P & R)	10	10	3.2
Surfside Dog Park (P & R)	8	8	1.1
Community Center (P & R)	9	8	2.3
Solid Waste (Commercial) (PW)	6	6	8.4
Hawthorne Tot-Lot (P & R)	6	6	39.2
Pothole (PW)	5	5	31.7
Beach Patrol	4	4	3.8
Dead Animal	3	3	21.0
Graffiti (PW)	3	3	25.2
Graffiti (in park) (P & R)	0	0	0.0
Veterans Park (P & R)	0	0	0.0



Town of Surfside, FL

Between Apr 01, 2019 and Apr 26, 2019

11 requests were opened

5 requests were closed

The average time to close was 6.7 days.

REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Code Compliance (Safety Concern)	3	1	2.1
Other	3	2	6.2
Parking Issue	1	1	1.9
Code Compliance (Violation)	1	1	16.8
Beach Issue	1	0	0.0
Drainage/Flooding (PW)	1	0	0.0
Utilities (Water/Sewer) (PW)	1	0	0.0
96 Street Park (P & R)	0	0	0.0
Barking Dog	0	0	0.0
Beach Patrol	0	0	0.0
Community Center (P & R)	0	0	0.0
Construction Issues	0	0	0.0
Dead Animal	0	0	0.0
Dog Stations (P & R)	0	0	0.0
Graffiti (in park) (P & R)	0	0	0.0
Graffiti (PW)	0	0	0.0
Hawthorne Tot-Lot (P & R)	0	0	0.0
Police (Safety Concern)	0	0	0.0
Pothole (PW)	0	0	0.0
Solid Waste (Commercial) (PW)	0	0	0.0
Solid Waste (Residential) (PW)	0	0	0.0
Street lights (PW)	0	0	0.0
Surfside Dog Park (P & R)	0	0	0.0
Veterans Park (P & R)	0	0	0.0



MEMORANDUM

To: Guillermo Olmedillo, Town Manager
From: Rachel Pinzur, Public Information Representative
Date: April 30, 2019
Subject: April Social Media (Nextdoor) Report

In April, the Town's Public Information Representative (PIR) continued to monitor and post content to Nextdoor in an effort to keep Surfside residents on the platform informed about Town news, special notifications and upcoming events. As part of the Town's communication strategy, the PIR aims to provide residents with helpful and positive information. Nextdoor is only one of several communication channels used to reach residents.

Over the month, Nextdoor posts included reminders of community events such as the final Third Thursdays Block Party of the season, the Police Department's Bike with the Chief, Coffee with the Cops, Blood Drive, Shred-A-Thon and Prescription Drug Disposal events, and for community meetings, such as the Regular Town Commission Meeting. The Nextdoor content strategy also included promotions of community initiatives, such as the Higher Education Scholarship Fund, the Wyland National Mayor's Challenge for Water Conservation and the Arbor Day Tree giveaway. The PIR also assisted the Surfside Police Department with additional community awareness notices. Furthermore, residents received notifications of important updates through the Town website, e-blasts, Channel 93 and the Gazette.

In the month of April, the Town's Public Information Representative posted 42 messages over the course of the month. There are currently a total of 1,031 verified Surfside residents in the Nextdoor community.

It is important to reiterate the Nextdoor platform is not a replica of the Town's website and Gazette and should not be viewed as such. To that end, information presented on Nextdoor often refers back to the Town's primary communication tools. The Town encourages residents to find information on the Town's website (www.townofsursidefl.gov) and/or by contacting the Town directly.

Save the Dates: May 2019 in Surfside



April comes to an end today, but a lively lineup of community events and meetings await during the month of May in Surfside. Click the flyer below or visit the following link to find out what's happening in Town: [https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/may-2019-in-surfside_events-and-meetings-\(3\).pdf?sfvrsn=ba382094_4](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/may-2019-in-surfside_events-and-meetings-(3).pdf?sfvrsn=ba382094_4)

The May Gazette is also available now. Read the digital version here: [\(link\)](#)
 For further news, videos of Town Hall meetings and exciting segments, make sure to also tune in to Surfside's TV Channel 93 via AT&T Broadband and U-verse On Demand or stream it live at: <https://www.townofsurfsidefl.gov/departments-services/town-clerk/public-records/channel-93> Always remember that the Town website is also a great resource for information. Visit www.townofsurfsidefl.gov.

Arbor Day 2019 Tree Giveaway Update

In celebration of Arbor Day this past Friday, April 26, 2019, the Town of Surfside conducted a tree giveaway to residents who signed up in advance to participate in the program. The distribution was a success and was made possible through the hard work of the Surfside Public Works Department.

If you submitted an application by deadline and did not receive your tree yet, please contact the Public Works Department at 786.778.1728 or email hgomez@townofsurfsidefl.gov.

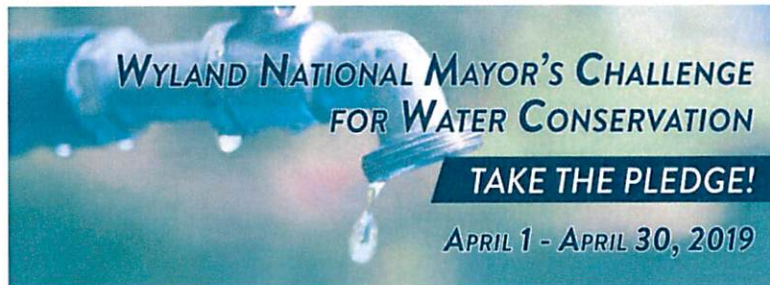
Reminder from the Surfside Police Department: "See Something, Say Something"

We would like to offer our sincerest sympathies to the victims and those affected by the recent tragedies in Sri Lanka and California. Such situations serve as important reminders that if you "See Something, Say Something."

The Surfside Police Department is dedicated to the safety of the community and places of worship. Officers routinely monitor the streets of Surfside and encourage residents to reach out in the event of any altercations.

Together, we are a safer and stronger community by being vigilant. Should you come across any unusual activity, including threats or unattended items, please dial 911. For non-emergency matters, please call the Surfside Police Department at 305.861.4862.

Last day to submit your pledge to the Wyland National Mayor's Challenge for Water Conservation is 4/30



Throughout the month of April we've celebrated Water Conservation Month and there is still one more thing you can do as part of this important initiative. Take a series of pledges online at www.mywaterpledge.com for the Wyland National Mayor's Challenge for Water Conservation. The community with the most resident participation will win significant prizes.

The Town of Surfside is proud to participate in the Challenge and encourages residents to do their part to reduce water consumption. Tomorrow, Tuesday, April 30th is the final day to participate.

Reminder: Arbor Day tree distribution takes place today, Friday, 4/26

Please be reminded that those of you who submitted forms for the Arbor Day Tree Giveaway will be receiving your tree at your home today, Arbor Day 2019, courtesy of the Town of Surfside.

If you have any questions, please contact the Public Works Department directly at 305.861.4863.

Higher Education Scholarship application deadline moved to August 2, 2019



Please be advised that the deadline for submitting your application to the Town of Surfside Higher Education Scholarship has been moved to Friday, August 2, 2019 by 5 pm.

In its commitment to promoting higher education, the Town of Surfside will award two \$1,000 scholarships to deserving Surfside graduating seniors interested in or intending to pursue a post-high school course of study upon evidence of registration in an accredited college/university or other post-secondary institution. The winning applicants will be selected by the Town of Surfside Scholarship Committee. Apply today!

View the flyer: https://townofsursidefl.gov/docs/default-source/default-document-library/parks-and-recreation/fitness-programs/higher-education-scholarship-flyer-2019.pdf?sfvrsn=47f65f94_6

View the application: https://townofsursidefl.gov/docs/default-source/default-document-library/parks-and-recreation/fitness-programs/higher-education-scholarship-information-application-2019.pdf?sfvrsn=13c85f94_4

Community Awareness: Burglaries, April 2019

The Surfside Police Department is investigating three residential burglaries that occurred in the residential neighborhood between April 15, 2019, and April 24, 2019. Subject(s) took jewelry, electronics, and cash.

- Remember to lock all of your doors.
- Familiarize yourself with your neighbors.
- If you leave on vacation, call the police department to place your house on a watch order and we will check your property daily.
- Activate house alarms and turn on lights at night.
- If you see something, say something.

The Police Department offers free residential security assessments and encourages residents to take advantage of this service.

Please remember to report any suspicious activity to the Surfside Police Department at 305.861.4862.

View the original flyer: https://townofsursidefl.gov/docs/default-source/default-document-library/community-flyer-burglaries-04-2019.pdf?sfvrsn=1c462094_4

Shred-a-thon and Police Drug Disposal this Saturday, 4/27



Mark your calendars for two important community events this coming Saturday, April 27th: a Shred-a-thon and Prescription Drug Disposal.

The Surfside Police Department will join forces with other local agencies to host the Shred-a-thon, which will take place from 10 am to 2 pm at the Bill Bird Marina in Haulover Park, located at 10800 Collins Avenue. There is a three box limit and no CDs, x-rays, binders or plastic will be accepted. Feel free to bring unused or expired medications as well for safe and proper disposal.

The Prescription Disposal event will take place at Surfside's Town Hall from 10 am to 2 pm as part of the National Take Back Initiative. A collection box will be in the Surfside Police Department lobby for residents to drop off unwanted and unused pharmaceutical

controlled substances for destruction. The drugs must be sealed in their original container. No intravenous solutions, injectables or syringes will be accepted. For more information on these events, please contact Dina Goldstein at (305) 861-4862 or visit www.townofsursidefl.gov.

Register today for the Israel International Innovation Expo from 5/14 - 5/15



The Surfside Tourist Bureau is sponsoring the upcoming Israel International Innovation Expo from May 14 to May 15, 2019 at the Grand Beach Hotel Surfside. This unique event allows innovators to partner and collaborate with government officials, companies, investors and international organizations from the U.S., Israel and Mexico. The Expo offers access to some of the largest markets, partners and potential investors and showcases the next generation of Israeli innovations and products. In addition to Expo Hall, there will be business panels, workshops, international networking, business consultants, and speakers, including our very own Mayor Daniel Dietch.

For a limited time, the first 20 Exhibitors will receive 50% off the published rate. Use code Expo50Surf. You can also sign up for free to attend the event as a non-exhibitor. Space is limited, sign up today at www.israelinnovationexpo.com.

The Expo will run from 10 am to 4 pm on both days. For further information, please contact the Surfside Tourist Bureau at 305.864.0722.

Message from the Pais family to the Surfside community

The Pais family thanks the Surfside community and Police Department for its unwavering support during this difficult time. Please find enclosed a letter which the Pais family wishes to share with the community:

--

"Dear Surfside Community Members,

We want to take this opportunity to thank all of you for your kindness during this painful and shocking tragedy we are trying to overcome. Your letters, food, prayers, blessings and more have given us strength and hope to get through this difficult time we are facing.

In addition, a special thank you to the Chief of Police Julio Yero and the entire Surfside Police Department for taking immediate action during the investigation and throughout the aftermath. They showed us respect, empathy and compassion towards our family and the situation we faced.

We feel strongly to communicate that our daughter was a sweet, kind, loving and smart child that was not capable of hurting anyone. We appreciate your respect in remembering her this way.

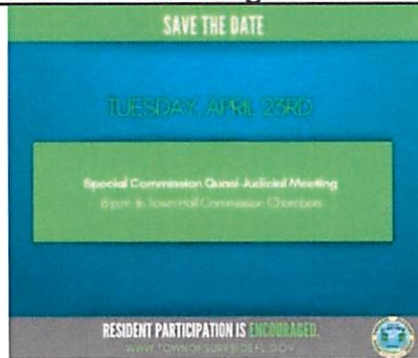
Thank you,
The Pais Family"

Special Commission Quasi-Judicial Hearing, scheduled for tonight, has been canceled

Please be advised that the Special Commission Quasi-Judicial Hearing, originally scheduled for tonight, Tuesday, April 23rd, has been canceled.

We will keep residents informed in regards to any further updates regarding this meeting. Thank you.

Special Commission Quasi-Judicial Meeting tomorrow, Tuesday 4/23



Please be reminded that there will be a Special Commission Quasi-Judicial Meeting tomorrow, Tuesday, April 23rd, from 6 pm to 8 pm in the Town Hall Commission Chambers.

The Town of Surfside Commission will consider an application for a site plan for 18 apartment units and a loading space size variance located at 8851 Harding Avenue. View the original notification of this event here: <https://townofsurfsidefl.gov/news-and-events/events-detail/2019/04/23/commission-meetings-workshops/special-commission-quasi-judicial-hearing>

Residents are encouraged to attend.

Bike with the Chief on 4/24 and Coffee with the Cops 4/25



On Wednesday, April 24th, Surfside Police Chief Julio Yero will lead the monthly Bike with the Chief event. Departing from the Town Hall parking lot at 5 pm, the bike ride is a great opportunity to catch up on Police Department news, while enjoying a spin around Surfside.

On the following day, Thursday, April 25th, take it a bit slower with Coffee with the Cops at 10 am at the Surfside Starbucks on Harding Avenue.

For further information on these events, please call Dina Goldstein at (305) 861-4862 or email dgoldstein@townofsurfsidefl.gov.

Suicide Prevention Hotline & Crisis Intervention Resources



The Surfside Police Department wants you to know that help is only a phone call away. If you or someone you know is in suicidal crisis or emotional distress, please contact the Suicide Prevention Hotline:

800-273-8255 (TALK) 24 hours a day / 7 days a week

If in immediate danger, call 911. For additional resources, visit

<https://suicidepreventionlifeline.org> or <http://floridasuicideprevention.org/>

Miami-Dade County also offers several crisis intervention hotlines including:

Department of Children and Families: 305-377-5773

Domestic Violence Hotline: 800-962-2873

Elder Help Line (8:00 am - 5:00 pm): 305-670-4357

Florida Abuse Registry: 800-96-ABUSE or 800-962-2873

HRS Central Abuse Registry: 800-96-ABUSE or 800-962-2873

HRS Protective Services: 305-377-5773

Rape Hotline: 305-585-7273

Runaway Hotline (Miami Bridge): 305-635-8953

Suicide Prevention /SAFENET: 305-358-HELP (4357)

Switchboard of Miami: 305-358-4357

Teen Link: 305-377-8336

For additional services offered by the County, visit

http://www.miamidade.gov/assistance/crisis_intervention_hotlines.asp

Tonight: Third Thursdays Block Party - "Energize with Zumba"



Tonight, we celebrate the final Third Thursdays Block Party of 2019 with the theme "Energize with Zumba." Come join us from 6 pm to 9 pm at 95th Street between Collins and Harding Avenues for a zumba energized class with instructor Luca, and a live DJ spinning. Admission is free.

Please note that the 200 block of 95th Street between Collins Avenue and Harding Avenue will be closed to all vehicular traffic in order to facilitate the Third Thursdays event. Additionally, the public parking lot on the Northwest corner of 95th Street and Collins Avenue will be closed during this period. Please plan your commute accordingly. Third Thursdays is made possible by the Surfside Tourist Bureau. For further information, please visit: <https://www.visitsurfsidefl.com/events/surfsides-third-thursdays/>

Message from Mayor Daniel Dietch

As many of you are aware, there was a recent tragedy involving a Surfside resident. We are deeply saddened by the situation and urge residents to support one another, as well as the affected family.

Please refer to the following video for a message from Mayor Daniel Dietch:

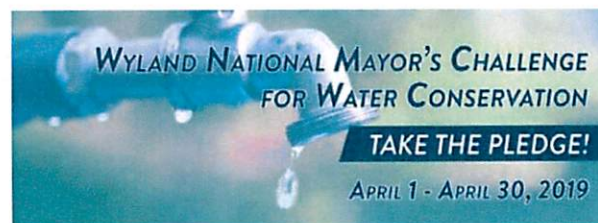
<https://www.townofsurfsidefl.gov/news-and-events/news-detail/2019/04/17/message-from-mayor-daniel-dietch---april-17-2019>

Summer Camp Informational Day this Saturday, 4/20

Surfsiders, swing by the Community Center this Saturday, April 20th for the Summer Camp Informational Day. The Parks and Recreation Department will provide helpful information on the upcoming Summer Camps for your child which begin on June 10. During this event, you'll be able to receive and renew Surfside ID's, bring in copies of documents needed for your child to attend camp, and receive answers to any questions you may have regarding the program.

For more information, please contact the Parks and Recreation Department at 305.866.3635 or refer to the Summer Camp Informational Day flyer at: https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/events-flyers/summer-camp-update-day.pdf?sfvrsn=d3165d94_4

Submit your pledge today for Wyland National Mayor's Challenge for Water Conservation



There is still time to submit your pledge to reduce water consumption as part of the Wyland National Mayor's Challenge for Water Conservation at www.mywaterpledge.com. The Town of Surfside is proud to participate in the Challenge once again and encourages residents to do their part to conserve water. The community with the most resident participation will win significant prizes.

Enroll children in Kids Day Off on Friday, 4/19

Due to a teacher planning day, there are no classes for Miami-Dade County Public Schools this coming Friday, April 19th, but that doesn't mean your kids should have nothing to do. Consider signing them up for the Surfside Kids Day Off at the Community Center. From 8 am to 6 pm, kids ages 6 and up will enjoy indoor/outdoor activities, sports, swimming, arts and crafts and more.

Registration must be done in person at the Community Center. For further information, please contact the Parks and Recreation Department at (305) 866-3635 or refer to the attached flyer.

(Attached flyer:

<https://d16kzk4negkp9h.cloudfront.net/40/54/c0/4054c0045294c42ccceecd6237e9db1b/Surfside-KidsDaysOff.pdf?Expires=1556552055&Signature=LFqxGw~l~P92SUAoP~vvpv9WUTU7WNpW2UU7N7uh2EhBB0sT4t3ki7E7akcP4Dwe7X6iJsGE5MImD5A4QBpJTngrOjOoJ1Qd4I4NqS-HLd2HDUtSSaPiuXXt6~k2wKKOMJCK05C443q0Aucmhal9XLYAiI2iJjoYSLexQmNaxa4A &Key-Pair-Id=APKAIXBZNN3ZZBIBSIDQ>)

Blood Drive this Wednesday 4/17 and DMV Services on Thursday, 4/18



The Surfside Police Department will host two events this week: a Mobile Blood Drive on Wednesday, April 17th and a Driver's License Services on Thursday, April 18th. The blood drive is made possible through a collaboration between the Police Department and the One Blood organization. Help save lives by donating blood. For the convenience of residents, the One Blood Bus will be staged in the Town Hall parking lot on Wednesday from 12 pm to 3 pm.

Looking to renew or obtain a replacement driver's license, change a name or address on your license, or renew a vehicle registration? Community Outreach Specialists from the Department of Highway Safety and Motor Vehicles will host a mobile DMV in the Town Hall Commission Chambers (2nd floor) from 10 am to 2 pm on Thursday. For further information on these events, please contact Dina Goldstein at (305) 861-4862 or dgoldstein@townofsurfsidefl.gov.

Community Notification - New Variable Parking Rate

At the April 9th Town Commission Meeting, an agenda item was approved regarding a variable parking rate for on-street parking spaces in the business district (9400 and 9500 blocks of Harding Avenue).

Effective Monday April 15, 2019, the new parking meter rates in the business district will be as follows:

- Weekdays (Monday-Friday) between 10:00 am – 4:00 pm

The parking rate will increase from \$2.00/hour to \$4.00/hour with a 2-hour maximum parking time limit. After the expiration of 2 hours, the parking space is non-renewable in the business district (9400 and 9500 blocks of Harding Avenue) between the hours of 10:00 am – 4:00 pm.

No other on-street or off-street (municipal parking lots) parking spaces in the Town of Surfside are affected by this change. Surfside residents with valid Town issued parking permits will be entitled to the rights and privileges they presently enjoy in regards to on-street and off-street parking spaces without any changes.

If you have any questions regarding parking enforcement, parking rates, or loading zone parking, please contact either Parking Manager Elinor Joseph or Lieutenant John Healy at the Surfside Police Department's non-emergency phone number 305.861.4862.

Reminder: Earth Day Resource Fair is this Sunday, 4/14

Please be reminded that the 4th annual Earth Day Resource Fair at the Community Center takes place this Sunday, April 14. Stop by from 10 am to noon to take advantage of educational and environmentally-friendly resources, giveaways, arts & crafts, and interactive activities. Plus be sure to place your vote for the best Surfside nature photo in the Earth Day Photo Contest. The winner will receive a \$100 Parks and Recreation gift card and will have his or her photo displayed for one year in the Community Center. Light refreshments will also be served at the Earth Day Resource Fair.

In addition, Miami-Dade County will be present during the Resource Fair to conduct a showerhead and light bulb exchange. If interested, please bring your old showerhead and/or light bulbs in exchange for new high efficiency models. There is a maximum of two showerheads per household and two light bulbs per household.

For further information on this event, please feel free to contact the Parks and Recreation Department at (305) 866-3635, visit www.townofsurfsidefl.gov or refer to the attached flyer.

Reminder: Higher Education Scholarships 2019 (Deadline: August 2, 2019)

Please be reminded that the Town of Surfside Higher Education Scholarship funds will be awarded to the successful student applicants upon evidence of registration in an accredited post-secondary institution. The Town of Surfside would like to promote higher education by providing two \$1,000 scholarships. The scholarships will be awarded to two deserving Town of Surfside graduating seniors interested in or intending to pursue post-high school course of study. Continuation of education must be at either college/university level or other post-secondary educational institution. The applicants will be selected by the Town of Surfside Scholarship Committee.

The deadline to apply is Friday, August 2, 2019.

View the official flyer of the scholarship here: https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/fitness-programs/higher-education-scholarship-flyer-2019.pdf?sfvrsn=47f65f94_2

View the application here: https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/fitness-programs/higher-education-scholarship-information-application-2019.pdf?sfvrsn=13c85f94_4

Reminder: Baynanza Shoreline Cleanup is tomorrow, 4/13



The Baynanza Shoreline Cleanup takes place tomorrow, Saturday, April 13th at 9 am behind the Community Center. It's free to participate. Online registration is now closed, but you can still register by calling 305-372-6784 or emailing Baynanza@miamidade.gov. Registration will be honored based upon remaining capacity at each location. Baynanza is a county-wide cleanup event which gathers thousands of volunteers to remove trash and debris from beautiful Biscayne Bay, one of our most important and diverse ecosystems in South Florida. Community service hours are available for all event participants.

Got moves? Let's see them at Third Thursdays Block Party on Thursday, 4/18



Break a sweat at the final Third Thursdays block party of the season on Thursday, April 18th. The theme for the event is "Energize with Zumba" and Zumba instructor Luca will be on-site to motivate the crowd. Groove as well to a DJ and electric violinist. Third Thursdays takes place at 95th Street between Collins and Harding Avenues from 6 pm to 9 pm. Admission is free. Please note that the 200 block of 95th Street between Collins Avenue and Harding Avenue will be closed to all vehicular traffic in order to facilitate the Third Thursdays event. Additionally, the public parking lot on the Northwest corner of 95th Street and Collins Avenue will be closed during this period. Please plan your commute accordingly on Thursday, April 18th. Third Thursdays is made possible by the Surfside Tourist Bureau. For further information, please visit: <https://www.visitsurfsidefl.com/events/surfsides-third-thursdays/>

Recap of Mayor's Town Hall Meeting: March 19, 2019



On Tuesday, March 19, 2019, Mayor Daniel Dietch held the first Mayor's Town Hall Meeting of the year in the Commission Chambers in order to engage with and learn from residents about community matters that are most important to them. The roundtable discussion resulted in constructive conversations. As follow-up, Mayor Dietch wishes to share a recap, along with background and further explanation under the key topics discussed during the informal meeting.

To view the recap letter, please refer to the following link:

https://townofsurfsidefl.gov/docs/default-source/default-document-library/mayor's-town-hall-recap-letter-3-19-19.pdf?sfvrsn=5462394_4

You can also find an infographic on the meeting here:

[https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/mayor's-town-hall-meeting-\(2\)-\(1\).pdf?sfvrsn=18bd2394_4](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/mayor's-town-hall-meeting-(2)-(1).pdf?sfvrsn=18bd2394_4)

Senior Trip to see Ghost the Musical on Wednesday, 4/17

Surfside seniors, you don't want to miss the upcoming Senior Performing Arts Trip to watch Ghost the Musical, which is a stage adaptation of the hit 1990 romantic fantasy thriller movie. The trip will take place on Wednesday, April 17, 2019. The bus will depart from the Community Center at 12:45 pm and will return approximately at 6 pm. The show begins at 2 pm.

The cost for Surfside residents is \$30 and \$60 for non-residents. For further information, please contact the Surfside Parks and Recreation Department at (305) 866-3635 or refer to the flyer at: https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/events-flyers/senior-trip-april-2019.pdf?sfvrsn=1b2e5d94_4

Celebrate the Planet at Earth Day Resource Fair this Sunday, 4/14

Earth Day is officially on April 22nd, but we're starting our celebrations early during the 4th annual Earth Day Resource Fair at the Community Center this Sunday. Stop by from 10 am to noon to take advantage of educational and environmentally-friendly resources, giveaways, arts & crafts, and interactive activities. Plus be sure to place your vote for the best Surfside nature photo in the Earth Day Photo Contest. The winner will receive a \$100 Parks and Recreation gift card and will have his or her photo displayed for one year in the Community Center. Light refreshments will also be served at the Earth Day Resource Fair.

In addition, Miami-Dade County will be present during the Resource Fair to conduct a showerhead and light bulb exchange. If interested, please bring your old showerhead and/or light bulbs in exchange for new high efficiency models. There is a maximum of two showerheads per household and two light bulbs per household.

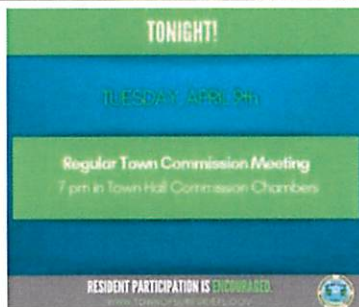
For further information on this event, please feel free to contact the Parks and Recreation Department at (305) 866-3635, visit www.townofsurfsidefl.gov or refer to the attached flyer.

Senior Brunch Bunch is on Friday, 4/12

April's Senior Brunch Bunch is coming up on Friday, April 12th at the Community Center. Please make sure to register by Wednesday, April 10th. The cost of the event is \$5 per person. In addition to popular dishes and desserts, the gathering will also include a game of bingo with worthwhile giveaways.

For further information, contact the Surfside Parks and Recreation Department at (305) 866-3635 or visit www.townofsurfsidefl.gov. You can also refer to the official event flyer here: https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/events-flyers/4-12-19-senior-brunch-bunch.pdf?sfvrsn=9315e94_4

Reminder: Regular Town Commission meeting tonight at 7 pm



Please be reminded that this month's Regular Town Commission Meeting will take place tonight, April 9th at 7 pm in the Town Hall Commission Chambers.

You can find the agenda packet for this meeting at:

https://townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/commission-agendas/2019-commission-agenda/2019-04-09-regular-town-commission-meeting-agenda-packet.pdf?sfvrsn=fb832394_2

Meetings are also broadcasted on Channel 93 (AT&T Broadband and U-verse On Demand) and live-streamed on the Town website at:

www.townofsurfsidefl.gov<https://townofsurfsidefl.gov/departments-services/town-clerk/public-records/channel-93>

Special Downtown Vision Advisory Committee Meeting on Thursday, 4/11

Please be advised that the Special Downtown Vision Advisory Committee Meeting will take place this Thursday, April 11, 2019 at 10 am in the Community Center.

The official notice of the event can be viewed here: <https://townofsurfsidefl.gov/news-and-events/events-detail/2019/04/11/board-committee-meetings-master-hearings/downtown-vision-advisory-committee-meeting>.

Residents are encouraged to attend.

Save the Date: Sign up for Baynanza on Saturday, 4/13



Surfsiders, make sure to mark your calendars for the Baynanza Shoreline Cleanup, which will be held on Saturday, April 13th starting at 9 am behind the Community Center.

Celebrating its 37th year, Baynanza is a county-wide cleanup event, gathering thousands of volunteers to remove trash and debris from beautiful Biscayne Bay, one of our most important and diverse ecosystems in South Florida. The cost to participate is free but you must sign up beforehand. To do so, please visit:

https://www.miamidade.gov/environment/baynanza/volunteer_form.asp.

Community service hours are available for all event participants.

Traffic Alert: Dolphins Cancer Challenge - today, April 6th

The Town of Surfside Police Department wants you to be aware that on Saturday, April 6, 2019, the Dolphins Cancer Challenge will pass through the Town of Surfside, and to expect possible traffic delays. The Dolphins Cancer Challenge is a continuous charity bicycle ride escorted by multiple police agencies.

Ride schedule is as follows: (Two separate groups)

The Miami Ride: 8:00 am – 10:00 am: Riders will enter the Town of Surfside at 87th Terrace & Collins Avenue and proceed north until exiting at 96th Street and Collins Avenue. Riders will continue traveling through the Village of Bal Harbour.

The Hurricane Hundred: 8:45 am – 10:30 am: Riders will enter the Town of Surfside at 87th Terrace & Collins Avenue and continue heading north until 95th Street and Collins Avenue. Riders will turn west at 95th Street to Bay Drive. Riders will then turn north on Bay Drive and have the option to stop at the 96th Street Park or proceed west through the Town of Bay Harbor Islands.

Surfside Police Officers will be staffing intersections throughout the town to assist with traffic control. For more information, please call Sergeant Matelis at the Surfside Police Department at (305) 861-4862.

For more information on the ride, please go to www.dolphinscancerchallenge.com

Reminder: Splash into Spring happening on 4/6, Spring Egg Hunt on 4/7

A reminder that the Splash into Spring celebration will take place tomorrow, Saturday April 6th, starting at 10:30 am in the Community Center. The event will consist of egg hunts, arts & crafts, basket giveaways and pool fun. The official flyer can be viewed here:

https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/events-flyers/04-06-19-splash-into-spring-event.pdf?sfvrsn=57f35d94_10

You can also participate in the Spring Egg Hunt on Sunday, April 7th at the 96th Street Park. From 10 am to noon, kids and adults will be able to hunt for eggs and enjoy arts & crafts, face painting and outdoor fun. View the official flyer here:

https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/events-flyers/04-07-19-spring-egg-hunt-event.pdf?sfvrsn=54f35d94_10

Both events are free and made possible by the Surfside Parks and Recreation Department. For more information, please call (305) 866-3635 or visit

www.townofsurfsidefl.gov.

April streetsweeper schedule



Street sweeping in Surfside for the month of April will take place on Monday, April 8th and Monday, April 22nd. Please make sure to not block your curb on those days. If you have any questions, please call the Public Works Department at (305) 861-4863.

Deadline approaching for Earth Day Photo Contest submissions

Surfsiders, please be reminded that the deadline to participate in the Earth Day Photo Contest is Monday, April 8th. Simply snap a Surfside nature or landscape scene, print out a 5x7 copy and submit it with a completed Photo Contest Entry Form and Waiver (link below). Each photo must include your full name and image number on the back. There is a five picture per person maximum and you can drop off or mail your photos and forms to 9301 Collins Avenue, Surfside, FL 33154.

All submitted photos will be displayed on April 14th during the Earth Day Resource Fair at the Surfside Community Center and voting will take place to select a winner. The winning photographer will receive a \$100 Parks and Recreation Gift Certificate, plus display of his or her winning photo at the Community Center for one year.

You can find the Entry Form and Waiver in the following link: https://townofsurfsidefl.gov/docs/default-source/default-document-library/2019-earth-day-photo-contest-flyer-rules.pdf?sfvrsn=b20d5e94_0

For more information, please call the Parks and Recreation Department at (305) 866 - 3635 or refer to the flyer here: https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/2019-earth-day-photo-contest-flyer-rules.pdf?sfvrsn=b20d5e94_0

Save the Date: Regular Town Commission Meeting on Tuesday, 4/9



Please be reminded there will be a Regular Town Commission Meeting taking place next Tuesday, April 9th, at 7 pm in the Town Hall Commission Chambers (2nd floor). You can find the agenda packet for this specific meeting at:

https://townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/commission-agendas/2019-commission-agenda/2019-04-09-regular-town-commission-meeting-agenda-packet.pdf?sfvrsn=93a02394_2

Residents are encouraged to attend.

Participate in exciting family-fun Spring celebrations this weekend



Soak up the sunny Surfside vibes at the Splash into Spring celebration this Saturday, April 6th, 2019. The event will take place at the Community Center starting at 10:30 am and will feature pool fun, egg hunts, arts and crafts, and basket giveaways. View the flyer here: https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/events-flyers/04-06-19-splash-into-spring-event.pdf?sfvrsn=57f35d94_4 Then, on Sunday, April 7th, 2019, it's time for more egg hunt excitement during the Spring Egg Hunt at 96th Street Park. From 10 am to noon, kids and adults alike will be able to hunt for eggs, take part in arts & crafts, face-painting and outdoor fun. View the flyer here: https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/events-flyers/04-07-19-spring-egg-hunt-event.pdf?sfvrsn=54f35d94_4 Both events are free and made possible by the Surfside Parks and Recreation Department. For more information, please call (305) 866-3635 or visit www.townofsurfsidefl.gov.

AARP Drivers Safety Course on Friday, 4/5

The Surfside Parks and Recreation Department is hosting an AARP Drivers Safety Course on Friday, April 5, 2019 from 10 am to 5 pm at the Surfside Community Center. Drivers 55 years and older are welcome to attend this informative class. Participants who successfully complete the 6 hour course will earn a certificate for their auto insurance agency.

The class costs \$15 for AARP members and \$20 for non-members. The fee is due at the time of the class. For further information, please reach out to the Parks and Recreation Department at (305) 866-3635 or refer to the original flyer:

https://townofsurfsidefl.gov/docs/default-source/default-document-library/parks-and-recreation/events-flyers/aarp-driving-class-april-2019.pdf?sfvrsn=d6ff5c94_4

Budget Workshop on Wednesday, 4/3



Please be advised that the Town Commission will hold a budget workshop tomorrow, Wednesday, April 3, 2019 from 5 pm to 7 pm in the Town Hall Commission Chambers. Residents are encouraged to attend.

View the original notice on the Town website: <https://townofsurfsidefl.gov/news-and-events/events-detail/2019/04/03/commission-meetings-workshops/budget-workshop>

Airing on Channel 93 in April



We invite you to tune in to Channel 93 this month to catch brand new segments, including Meet the Department: Public Works, Kosher Dining in Surfside and the monthly Surfside 7 event roundup.

You can view Channel 93 on Atlantic Broadband or by streaming it live on the Town of Surfside website: <https://townofsurfsidefl.gov/departments-services/town-clerk/public-records/channel-93>

In addition to community-centered segments, Channel 93 also livestreams and airs reruns of Town Commission Meetings just in case you're not able to make it in person. Let us know what you think about the revamped Channel 93 in the comments section!

For further Town happenings and information, please also refer to the April Town Gazette which can be read in its entirety on the Town website:

<https://www.townofsurfsidefl.gov/news-and-events/news-detail/2017/11/30/gazette>

Surfside joins the Wyland National Mayor's Challenge for Water Conservation; Submit your pledge today!

Did you know that April is Water Conservation Month?

The Town of Surfside is committed to the conservation of our planet's natural resources, which is why we've once again decided to take part in the Wyland National Mayor's Challenge for Water Conservation from April 1st to April 30th. Residents are encouraged to visit the www.mywaterpledge.com website and make a series of online pledges to reduce water consumption. The community with the most resident participation will win significant prizes.

last updated on 02/21/2017

DEVELOPMENT APPLICATION PROCESS (2009 - PRESENT)													
Application Date	Location	Project Description	Zoning Process			Density/Intensity		Variations			Building Permit		Construction Status
			DRG	PELZ	TC	Allowed	Approved	Requested	Received	Application No.	Issuance	Status	
12/27/2009	9200 Collins Ave	Surfside hotel - Proposed outside hotel consisting of 183 hotel units, 4 stories and adjacent 3 stories garage	1/13/2010, 2/12/2010	2/25/2010	5/10/2011	243 units	175 units	None	None	13-217	2/17/2014	Issued	Completed
1/4/2010	9440 Abbott Ave	Young Island - Construction of beach club/resort complex including 111 units and a maximum building height of 40 feet	1/20/2010, 2/27/2012	3/29/2012	4/10/2012	Negotiated settlement to determine buildable area and setbacks		Approved through settlement agreement not variance. Settlement determined setbacks.		13-118	5/5/2014	Issued	Completed
5/4/2011	9449 & 9438 Collins Ave	Grand Beach 341 room hotel	5/18/2011, 6/15/2011	7/18/2011	9/13/2011	341 units	341 units	None	None	12-144	5/5/2012	Issued	Completed
7/17/2012	9379, 9365 & 9349 Collins Ave	Chateau Ocean Residences - Demolition of existing 93 room hotel, construction of 90 unit residential condominium building and accessory amenities	8/12/2012, 9/11/2012	12/4/2012	1/24/2013	352 units	85 units (Downover approximately 58 units built)	None	None	14-132	9/24/2014	Issued	Completed
Original Submittal: 7/11/2012 Site plan amendment: 4/18/14	9011 Collins Ave	Surf Club - restoration of the famous surf club historic structure and for the construction of new improvements	7/11/2012, 8/13/2012, site plan amendment: 5/16/2016, 8/4/2016, 5/9/2017, 5/11/2017	Original site plan: 9/12/2012, site plan amendment: 4/12/2017	Original site plan: 10/12/2012, site plan amendment: 10/12/2017	762 units	257 units	None	None	13-727	6/27/2014	Issued	Under Construction
7/20/2012	9450 Collins Ave	The Surf - New multi-story glass atrium and parking structure (13 stories)	7/17/2012, 8/7/2012, 7/29/2013	7/27/2014	10/28/2014	31 story expansion of 8,554.9 square feet		None	None	14-509	11/12/2015	Issued	Under Construction
3/15/2015	201, 201, 207, 209 & 215 82th St 8209 Harding Ave	Surf Club II - New multi-story glass atrium and parking structure and for the construction of new improvements	4/27/2015, 6/19/2015	8/27/2015	12/8/2015	65 units	28 units	None	None	16-549		Plans approved, waiting on GC	Pending selection of GC
8/12/2015	9133 Collins Ave & 9148 Collins Ave	Surf Club II - Redevelopment of property with a multi-story hotel project and restoration of existing historic structure	9/4/2015, 5/9/2017, 9/17/2017	12/7/2017	2/12/2018	199 units	48 condominium units, 31 hotel rooms	None	None			Has not applied for permit yet	
Original Submittal: 2/11/2016 Revised Submittal: 5/31/16	9380, 9376, 9364, 9348, 9340, 9322, 9316 & 9300 Collins Ave	9300 Collins Ave - demolition of all existing improvements, construction of 3 story building	Original submittal: 2/11/2016, Revised Submittal: 6/27/2016, 8/27/2016, 11/12/16	Original approval: 1/17/2016, Revised approval: 11/29/16	Original approval: 1/17/2016, Revised approval: 11/29/16	250 units	Request is for 206 units	None	None	18-410		Has not applied for permit yet	
5/16/2016	8955 Collins Ave	Residential Condominiums	6/20/2016, 7/17/2016	10/27/2016	11/02/2016	110 units	16 units	None	None	16-402	11/24/2017	Issued	Under Construction
Oct 18	9116 Harding Ave	303 Surfside - 4 townhouses	11/27/2016, 2/7/2017, 5/18/2017	6/7/2018	4/11/2018	8 units	4 units	None	None			Has not applied for permit yet	
5/19/2017	8995 Collins Ave	Surf House - site plan approval for expansion to existing multi-family building	4/19/2017, 8/24/2017, 9/28/2017	2/22/2018, 4/24/2018, 5/31/2018, no approval yet from PZ, must be heard again by the Board	Not scheduled yet for TC meeting recommendation from PZ	99 units	Current request has not been scheduled for commission yet. Request is for 55 units	2 requested: 1. Section 90.42 - Off-street parking requirements (Loading Space Size) 2. Section 90.91.2 - Required buffer (enclosing adjacent to projects and abutting projects) (Multiple Buffers) 3. Section 90.91.3b - Open Space (Open Space Times)	Has not been scheduled for TC until recommendation from PZ			Has not applied for permit yet	
Original submittal: 10/24/2017	Abbott (off)	Unrelated Proposal (P3)											Terminated
Original Submittal: 1/06/2015 Revised Submittal: 8/01/2016, 12/12/2016, 01/09/2018, 10/29/2018	8851 Harding Avenue	18 multi-family units	01/22/2015, 06/18/2016, 02/12/2018, 11/29/2018, 11/29/2018	01/31/19 PZ recommended approval	Scheduled for TC meeting on 06/11/2019	33 units	Request is for 18 units	1 requested: Section 90.42 - Off-street parking requirements (Loading Space Size)				Has not applied for permit yet	

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2018/2019
As of MARCH 31, 2019
50% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

Agenda Date: **May 14, 2019**

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
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GENERAL FUND - 001

REVENUE	\$ 13,217,909	\$16,622,251	80%
EXPENDITURES	5,882,261	\$16,622,251	35%
Net Change in Fund Balance	7,335,648		
Fund Balance-September 30, 2018 (Unaudited)	10,628,234		
Fund Balance-March 31, 2019 (Reserves)	<u>\$ 17,963,882</u>		

TOURIST RESORT FUND - 102

REVENUE	\$ 1,594,514	\$2,940,500	54%
EXPENDITURES	1,340,345	\$2,940,500	46%
Net Change in Fund Balance	254,169		
Fund Balance-September 30, 2018 (Unaudited)	305,877		
Fund Balance-March 31, 2019 (Reserves)	<u>\$ 560,046</u>		

POLICE FORFEITURE FUND - 105

REVENUE	\$ 12,720	\$113,800	11%
EXPENDITURES	19,429	\$113,800	17%
Net Change in Fund Balance	\$ (6,709)		
Fund Balance-September 30, 2018 (Unaudited)	159,527		
Fund Balance-March 31, 2019 (Reserves)	<u>\$ 152,818</u>		

TRANSPORTATION SURTAX FUND - 107

REVENUE	\$ 41,644	\$231,262	18%
EXPENDITURES	101,744	\$231,262	44%
Net Change in Fund Balance	(60,100)		
Fund Balance-September 30, 2018 (Unaudited)	247,445		
Fund Balance-March 31, 2019 (Reserves)	<u>\$ 187,345</u>		

BUILDING FUND - 150

REVENUE	\$ 429,666	\$1,427,535	30%
EXPENDITURES	560,682	\$1,427,535	39%
Net Change in Fund Balance	(131,016)		
Fund Balance-September 30, 2018 (Unaudited)	2,825,208		
Fund Balance-March 31, 2019 (Reserves)	<u>\$ 2,694,192</u>		

CAPITAL PROJECTS FUND - 301

REVENUE	\$ 308,384	\$1,470,000	21%
EXPENDITURES	64,221	\$1,470,000	4%
Net Change in Fund Balance	244,163		
Fund Balance-September 30, 2018 (Unaudited)	2,158,902		
Fund Balance-March 31, 2019 (Reserves)	<u>\$ 2,403,065</u>		

NOTES:

* Many revenues for March 2019 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.

A. Includes \$2,000,000 available for hurricane/emergencies. The balance of \$8,628,234 is unassigned fund balance (reserves).

PROPRIETARY FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
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WATER & SEWER FUND - 401

REVENUE	\$ 1,665,863	\$3,807,941	44%
EXPENDITURES	1,157,450	\$3,807,941	30%
Change in Net Position	508,413		
Unrestricted Net Position-September 30, 2018 (Unaudited)	(1,705,883)		
Unrestricted Net Position-March 31, 2019 (Reserves)	<u>\$ (1,197,470) B</u>		

MUNICIPAL PARKING FUND - 402

REVENUE	\$ 736,642	\$1,219,000	60%
EXPENDITURES	483,984	\$1,219,000	40%
Change in Net Position	252,658		
Unrestricted Net Position-September 30, 2018 (Unaudited)	1,024,087		
Unrestricted Net Position-March 31, 2019 (Reserves)	<u>\$ 1,276,745</u>		

SOLID WASTE FUND - 403

REVENUE	\$ 929,712	\$1,910,182	49%
EXPENDITURES	799,029	\$1,910,182	42%
Change in Net Position	130,683		
Unrestricted Net Position-September 30, 2018 (Unaudited)	641,977		
Unrestricted Net Position-March 31, 2019 (Reserves)	<u>\$ 772,660</u>		

STORMWATER FUND - 404

REVENUE	\$ 235,114	\$753,064	31%
EXPENDITURES	198,284	\$753,064	26%
Change in Net Position	36,830		
Unrestricted Net Position-September 30, 2018 (Unaudited)	3,487,252		
Unrestricted Net Position-March 31, 2019 (Reserves)	<u>\$ 3,524,082</u>		

FLEET MANAGEMENT FUND - 501

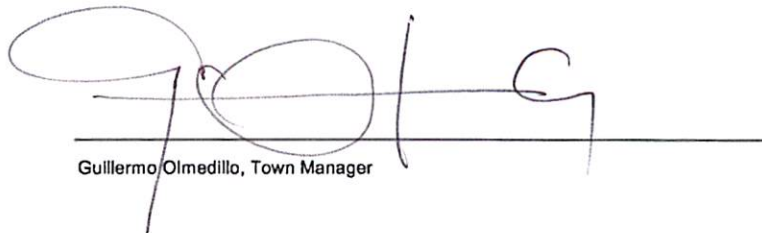
REVENUE	\$ 618,529	\$1,237,057	50%
EXPENDITURES	458,074	\$1,237,057	37%
Change in Net Position	160,455		
Unrestricted Net Position-September 30, 2018 (Unaudited)	0		
Unrestricted Net Position-March 31, 2019 (Reserves)	<u>\$ 160,455</u>		

NOTES:(con't)

- B. The Unrestricted Net Position of (\$1,197,470) reflects an improvement over the September 30, 2017, Unrestricted Net Position deficit of (\$3,048,579). The FY2018 estimated net improvement to Unrestricted Net Position was \$1,342,696.



Christopher Wallace, Interim Finance Director



Guillermo Olmedillo, Town Manager

Town of Surfside
Net Funds Historical Balances
Period 2015 - February 2019

FUND	9/30/2015	9/30/2016	9/30/2017	9/30/2018	3/28/2019	CAGR ^(a)
General	\$ 5,905,726	\$ 7,368,408	\$ 8,460,802	\$ 10,628,234	\$ 17,963,882	21.6%
Tourist Resort	339,396	363,407	469,880	305,877	560,046	-3.4%
Police Forfeiture	113,431	141,755	164,933	159,527	152,818	12.0%
Transportation Surtax	440,662	354,264	388,363	247,445	187,345	-17.5%
Building	-	-	1,742,910	2,825,208	2,694,192	27.3%
Capital Projects	182,903	1,154,352	576,122	2,158,902	2,403,065	127.7%
Water & Sewer	(2,705,871)	(2,827,890)	(3,048,579)	(1,705,883)	(1,197,470)	-14.3%
Municipal Parking	1,089,165	1,111,941	811,013	1,024,087	1,276,745	-2.0%
Solid Waste	340,391	245,941	429,743	641,977	772,660	23.6%
Stormwater	4,051,768	3,392,370	3,264,379	3,487,252	3,524,082	-4.9%
Fleet Management	-	-	-	-	160,455	N/A
Total	\$ 9,757,571	\$ 11,304,548	\$ 13,259,566	\$ 19,772,626	\$ 28,497,820	30.7%

(a) - CAGR stands for Compound Average Growth Rate, and is a useful measure of growth over multiple time periods. It represents the growth rate of a Fund Balance from the initial time value to the ending balance if you assume that the fund has been compounding over a time period.



TOWN OF SURFSIDE
Office of the Town Attorney
MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009
Telephone (305) 993-1065

TO: Town Commission

FROM: Lillian M. Arango, Town Attorney

CC: Guillermo Olmedillo, Town Manager

DATE: May 7, 2019

SUBJECT: Office of the Town Attorney Report for May 14, 2019

This Office attended/prepared and/or rendered advice for the following Public Meetings and Commission meetings:

April 9, 2019 - Regular Town Commission Meeting
April 16, 2019 – Special Master Hearing
April 17, 2019 - Sustainability and Resiliency Committee
April 25, 2019 - Planning & Zoning Board Meeting
May 6, 2019 - Tourist Board Meeting

Members of the firm drafted the resolutions and ordinances for these meetings in addition to drafting or assisting with the preparation of a number of the communications and reviewing, revising and, as appropriate, negotiating the legal requirements of the relative agreements and supporting documents. In addition, orientation binders and meetings were conducted with new members of the Tourist Board.

Commission support:

Attorneys of the firm have worked with members of the Town Commission to address concerns and research specific issues and are always available, either in the office or by phone or email. We appreciate your support as we continue our second year of service and work in transitioning the office, fine-tune schedules, evaluate and adjust prior practices. Transitions are always challenging, but often a time to make improvements or adjustments which will improve quality and service.

Staff support:

Members of the firm have met with and provided extensive support to staff, boards and committees with application review, contract and agreement review, negotiation and preparation, unsolicited proposals for public-private partnership (P3) process and Statute. procurement and purchasing (including staff workshop on FY 2018/19 Projects/Initiatives and Procurement Review), Request for Proposals for Community Center Food Concession and Marketing Services for the Tourist Bureau, various agreements for the Tourist Bureau, IT related agreements, ADA compliance agreements, bid documents for traffic improvements, code enforcement and interpretation, attendance at Code Enforcement Hearings, beach furniture operator permits and administration, building permit and enforcement issues, subpoenas, and public records requests, research, document review, legal review of various issues, oversight and case management for litigation, and Town Code interpretation and application.

Key issues:

The workload has been diverse and has included specific issue support to every department. Key issues have included:

- Negotiation and document drafting for several interlocal issues
- Various development and quasi-judicial applications
- Agreement for Interim Finance Director Services
- Unsolicited Proposals (P3) – Abbott Lot and Town Hall Site
- Code of Ethics and Lobbying Code
- Roof Height Ordinance

- Freeboard Ordinance
- Sign Code Amendment Ordinance
- Various Urging Resolutions
- Amendments to the Town's Purchasing Code and Cone of Silence
- Anti-Semitic Ordinance
- Pension Board Ordinance
- Tree Planting and Mulch In the Public Right Away Ordinance
- Ethics Ordinance
- Driveway Modifications
- Ordinance Banning Plastic Straws and Resolution Establishing Fees/Fines for Violations
- Solar Panel Permitting Ordinance and Resolution Providing for Waiver of Fees and Expediting of Permit Process
- Ordinance Lifting Prohibition on Surfboards
- Ordinance on Building Lengths and Building Separations
- Ordinance Revising Development Application Procedures
- Ordinance on Marine Turtle Lighting
- Ordinance on Development Approvals Procedures
- Ordinance on Cone of Silence Procurement Process
- Sensible Gun Reform Resolution
- Plastic Bag Ban Legislation and Analysis
- Tourist Board Agreements and Procurement
- Public Records and Subpoena Requests for Documents
- Sustainability Initiatives and Legislation
- Firearm Preemption Lawsuit
- Beach Furniture Ordinance and Regulations
- Comprehensive Plan Amendments
- Parking Waiver Ordinance for Business District
- Solid Waste Service Assessment Ordinance
- PACE District Agreements
- Debris Collection and Disposal Agreements

- Aggregation of Single Family Lots Ordinance
- DIC/DRG/DRB Procedures Ordinance
- Building Length Ordinance & Grandfathering Amendments
- Beach Re-nourishment
- Recycling Agreement
- Agreement for Landscape Maintenance Services
- Agreement for Concession Services at the Community Center
- Agreement for Tourist Board Marketing Services
- Ordinance for Reasonable Accommodations Procedures
- Ordinance Amending Secondary Frontage Fence and Ornamental Wall Regulations
- Ordinance Amending Plastic Straw Ban Ordinance
- Ordinance Corner Lot Fencing
- Ordinance Amending Ethics Code to Require Disclosure of Business Relationships
- Ordinance on Hotels in H40 District
- Ordinance Banning the Sale and Distribution of Sunscreens Containing Oxybenzone and/or Octinoxate
- Request for Proposals (RFP) for Downtown Lighting
- Florida Friendly Landscape and Fertilizer Ordinance

Litigation: No new matters or updates to report at this time.

Special Matters: Continued monitoring of new case law and legislation from Federal, State and County. Matters which we will continue to work on, some of which you may anticipate in the upcoming months, include issues related to beach re-nourishment, implementation of the Florida Friendly Landscape and Fertilizer Ordinance, legislative priorities and monitoring of legislation in the current 2019 Florida Legislative Session, police forfeiture matters, conceptual parking strategies, sustainability initiatives and legislation, issues pertaining to the Downtown Vision Advisory Committee, enforcement of beach furniture regulations and policies, sidewalk café permits and compliance, private alley compliance issues, stormwater fees and collection, various procurements, and various service or provider agreements.



Town of Surfside

TOURIST BOARD MEETING MINUTES

January 7, 2019 – 5:30 p.m.

Town Hall Commission Chambers –
9293 Harding Ave, 2nd Floor, Surfside, FL 33154

Opening Items:

1. Call to Order/Roll Call

The meeting was called to order by Chair Barbara Cohen at 5:30 p.m.

Present: Chair Barbara Cohen
Vice Chair Jeff Lehman
Board Member Jennifer Brilliant
Board Member MaryAnna Estomba

Absent: Board Member Bera Kalhan

Also present: Lindsay Fast, Tourism Director
Duncan Tavares, Assistant Town Manager
Haydee Sera, Town Attorney
Frank Trigueros, Marketing and Special Proj. Coordinator
Elora Riera, Deputy Town Clerk

2. **Welcome – Chair Barbara Cohen**

Chair Barbara Cohen welcomed everyone to the meeting.

3. **Approval of Minutes: December 12, 2018**

Board Member Estomba made a motion to approve the minutes as written. The motion was seconded by Board Member Brilliant and all voted in favor.

4. **A/R (Resort Tax)**

Tourism Director Fast provided the Board with the A/R resort tax spreadsheet, and she noted that the November accommodations receivables had not yet been received at the time of the report.

Discussion Items:

5. **LGBTQ Tourism Forum Recap – Frank Trigueros, Marketing & Special Projects Coordinator**

Frank Trigueros, Marketing & Special Projects Coordinator provided a presentation overview of the LGTBQ tourism forum and answered questions from the Board.

The Board requested to receive more information including costs.

6. Historian Report – Dr. Paul George

Tourism Director Fast commented that Dr. George could not attend the meeting tonight. She provided the Board with a report from Dr. George and is working to incorporate it into the website and Insider's Guide. She said that his first tour is completely booked and the second tour is half booked. She is looking at the budget to see if a third tour will be possible since the first event had been so popular.

7. Third Thursdays Event Plan – Creative State + AA Musicians

Lindsay McAllister of Creative State and Alan Andai of AA Musicians provided a presentation of the Third Thursdays event plan and answered questions from the Board.

Discussion ensued regarding what was learned from last year's events and how those changes will be implemented this year.

8. Recommended Changes to the Sponsorship Application Form – Lindsay Fast, Tourism Director

Tourism Director Fast provided a sponsorship application form to the Board for their review.

Vice Chair Lehman was pleased with the form.

9. Next Tourist Board Meeting: February 4, 2019 at 5:30pm

Chair Barbara Cohen advised the Board that the next meeting is on February 4, 2019 at 5:30 p.m.

10. Public Comments

There were no public comments.

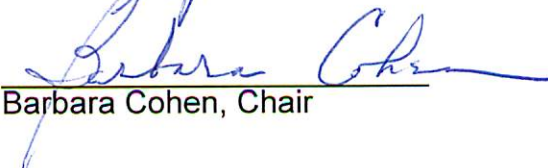
11. Adjournment

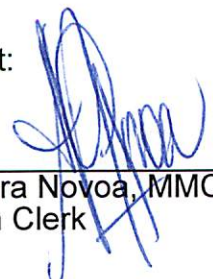
There being no further business to discuss, Vice Chair Lehman made a motion to adjourn the meeting. The motion was seconded by Board Member Brilliant and all voted in favor.

The meeting adjourned at 6:06 p.m.

Respectfully submitted:

Accepted this 1st day of April, 2019


Barbara Cohen, Chair

Attest: 

Sandra Novoa, MMC
Town Clerk



Town of Surfside

SUSTAINABILITY & RESILIENCY COMMITTEE MINUTES

January 16, 2019 – 6:30 p.m.

Chief Terrill Williamson Police Training Room
9293 Harding Ave, 2nd Floor, Surfside, FL 33154

1. Call to Order/Roll Call

The meeting was called to order at 6:32 p.m.

The following were present:

- Bertha Goldenberg
- Deborah Cimadevilla
- Clara Diaz-Leal
- Andrea Travani

Also present:

- Daniel Dietch, Mayor, Town Commission Liaison
- Lillian Arango, Town Attorney
- James Hickey, Town Planner
- Guillermo Olmedillo, Town Manager
- Duncan Tavares, Asst. Town Manager
- Elora Riera, Deputy Town Clerk
- Sandra Lee, Calvin, Giordano and Associates, Inc.

2. Approval of Meeting Minutes: December 18, 2018

Committee Member Goldenberg made a motion to approve the meeting minutes as written. The motion was seconded by Committee Member Diaz-Leal and all voted in favor.

3. Election of Officers

Committee Member Travani commented that he would be willing to serve as the Chair.

Committee Member Cimadevilla made a motion to nominate Andrea Travani as Chair. The motion was seconded by Committee Member Diaz-Leal and all voted in favor.

Committee Member Diaz-Leal made a motion to nominate herself as the Vice Chair. The motion was seconded by Committee Member Cimadevilla and all voted in favor.

Nirit of 9032 Dickens Avenue asked about the role of the Vice Chair. Town Attorney Arango explained the process for public speakers and explained the role of the Vice Chair.

4. List of Environmental Resolutions and Ordinances – Guillermo Olmedillo, Town Manager

Town Manager Olmedillo provided the Committee with a list of environmental resolutions and ordinances that are already in place with the Town. He answered questions from the Committee.

Committee Member Goldenberg commented that Miami-Dade County revised their landscape ordinance in 2009 and no longer uses the term “city scape” and now uses the term “Florida friendly” and suggested that perhaps the Town should revise their ordinance as well. She also mentioned rain sensors and moisture sensors and questioned how the Committee would go about discussing these items.

Town Manager Olmedillo explained how the Committee works and that they report to the Town Commission unlike the prior Subcommittee that reported to the Planning and Zoning Board.

Mayor Dietch arrived at 6:43 p.m.

5. Beach and Dune Report Presentation – Sandra Lee, AICP CEP, LEED AP BD+C, CFM, Director Environmental, Calvin Giordano and Associates
Assistant Town Manager Tavares introduced the item to the Committee.

Sandra Lee of Calvin Giordano and Associates provided a Beach and Dune Report PowerPoint presentation. She answered questions from the Committee.

Committee Member Diaz-Leal requested to see a list of ocean front buildings that have not complied with the revised lighting requirements.

The Committee would like to see a list of each of the existing trash receptacles in Town and who is in charge of each.

Discussion ensued regarding the beach and dune report and how to begin the process of creating a beach and dune management plan. Town Manager Olmedillo stated that Ms. Wheaton will be available at the next meeting to present the Miami Beach plan that is in place.

The Committee discussed the different recommendations that were outlined in the report and would like to address the following items in the beach and dune management plan:

- Partner with a company who has a specific know how in dealing with the control of light pollution to work with the Town
- Recommendation to have signage regarding the beach at the ocean front condos and hotels
- Program to constantly remove all of the invasive vegetation
- Thorough professional cleaning of the vegetation and then search for alternatives of yearly maintenance of invasive species
- Revise title to read “Control Feral Animals”

Mayor Dietch suggested the following topics: sand quality, solid waste, ropes and posts, permitting, survey and ownership.

The Committee would like to discuss the dune management height at their next meeting.

6. Committee Priorities from the Town Commission

Mayor Dietch introduced the item and explained the priorities from the Town Commission. Mayor Dietch stated that one of them is the Dune and Beach Management Plan, the second one is the past, present and future of all the sustainability initiatives in order to tell the story. The third item is the Abbott Avenue drainage.

Assistant Town Manager Tavares commented that staff has earmarked the March meeting for the Abbott Avenue drainage report.

Chair Travani stated that they should work on identifying areas and one of the ones that is a big challenge for the Town is sea level rise. He spoke about the possibility of receiving information on how much water the soil in Town absorbs.

Board Member Cimadevilla encouraged all members to review the CGA report that was presented during the last Commission meeting regarding the Abbott Avenue drainage.

7. Public Comments

There were no public comments.

8. Adjournment

Vice Chair Diaz-Leal moved to adjourn the meeting at 8:42 p.m. Committee Member Goldenberg seconded the motion and all voted in favor.

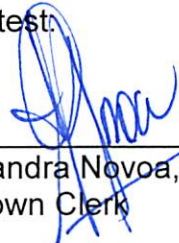
Respectfully submitted:

Accepted this 17 day of APRIL, 2019



Andrea Travani
Committee Chair

Attest:



Sandra Novoa, MMC
Town Clerk



Town of Surfside

DOWNTOWN VISION ADVISORY COMMITTEE MINUTES

March 7, 2019 – 6:00 p.m.

Town Hall Commission Chambers –
9293 Harding Ave, 2nd Floor, Surfside, FL 33154

Opening Items:

1. Call to Order/Roll Call

The meeting was called to order by Town Manager Olmedillo at 6:00 p.m.

The following Members introduced themselves:

Fred Landsman
Elliot Kula
Shaun Grenald
George Kousoulas
Marianne Meischeid
Asmaa Benkirane *Arrived at 6:30pm

Absent: Sandra Oliva

Also present: Guillermo Olmedillo, Town Manager
Kathy Mehaffey, Town Attorney
Jeff Lehman, Tourist Board Liaison
Lindsay Fast, Tourism Director
Frank Trigueros, Marketing & Special Projects Coordinator
Frantza Duval, Recording Clerk

2. New Committee Member Orientation

Kathy Mehaffey representing the Town Attorney's Office provided the members with important ethical requirements, Sunshine Law, Public Records Law and other state laws. All members were provided hard copies of all the laws applicable to them as members of this Committee.

3. Appointment of Officers

Marianne Meischeid made a motion to appoint Shaun Grenald as the Chair for the Downtown Vision Advisory Committee. The motion received a second from Fred Landsman and all voted in favor.

Newly elected Chair Grenald made a motion to nominate Elliot Kula as the Vice-Chair. The motion received a second from Fred Landsman and all voted in favor.

4. Previous Committee Short, Medium, Long-Term Plan and Accomplishments

Tourism Director Fast presented the item to the members and spoke about some of the issues that the previous Committee encountered.

Chair Grenald provided an overview of items discussed during the previous DVAC committee, as he was a member of that Committee.

5. New Committee Short, Medium, Long-Term goals & Proposed Timeline

Discussion took place regarding a tourism survey that is currently being conducted. The Committee discussed a possibility of including residents to these surveys and get some of their feedback as well. Tourism Director Fast explained that the current tourism survey has goals that are specific to tourism in Surfside and its visitors. A discussion for a possible online survey ensued with regards to downtown parking for both visitors and residents to respond to. The Committee discussed congestion and traffic and the possible solutions to alleviate these issues.

Lengthy discussion took place among the members of the Committee and their views for the Downtown area.

Chair Grenald explain to the committee what the Business Improvement District (BID) is about and what it does once approved by property owners.

Committee Member Kousoulas made a motion to extend the meeting till 8:30pm. The motion received a second from Vice Chair Kula and all voted in favor.

Tourism Director Fast stated that some of the items of importance so far are as follows:

- Parking
- Alleyways
- Traffic
- Hurricane Shutter issues
- Upper Landing on Building
- BID
- Tree Lighting
- Potential Pop Up Shops
- Alternative sidewalk café locations
- Less parallel parking

Committee Member Kousoulas asked to maybe have a Downtown schematic for the upcoming meeting. He stated that he will consider working on it himself. Discussion ensued regarding the construction of Bal harbor shops and how would it affect Surfside for the next 8 years.

Committee Member Kousoulas made a motion to extend the meeting five minutes. The motion received a second from Committee Member Landsman and all voted in favor.

6. Future Meeting Dates

- Thursday, June 6, 2019 – 6:00 pm
- Thursday, September 5, 2019 – 6:00 pm
- Thursday, December 5, 2019 – 6:00 pm

Committee Member Landsman made a motion to have a special meeting on April 11, 2019 from 6:00pm – 8:00pm, to solely continue the discussion item: New Committee Short, Medium, Long-Term goals & Proposed Timeline. The motion received a second from Committee Member Meisheid and all voted in favor.

7. Adjournment

Committee Member Landman made a motion to adjourn the meeting at 8:33 p.m. The motion received a second from Committee Member Meisheid and all voted in favor.


Respectfully submitted:

Accepted this 17 day of April, 2019



Shaun Grenald, Chair

Attest:



Sandra Novoa, MMC
Town Clerk



Town of Surfside

SPECIAL TOURIST BOARD MEETING MINUTES

March 11, 2019 – 5:30 p.m.
Town Hall Commission Chambers –
9293 Harding Ave, 2nd Floor, Surfside, FL 33154

Opening Items:

1. Call to Order/Roll Call

The meeting was called to order by Chair Barbara Cohen at 5:30 p.m.

Present: Chair Barbara Cohen
Vice Chair Jeff Lehman
Board Member Jennifer Brilliant

Also present: Lindsay Fast, Tourism Director
Duncan Tavares, Assistant Town Manager
Mitch Bierman, Town Attorney
Barry Cohen, Town Commission Liaison **Arrived at 5:54pm
Frank Trigueros, Marketing and Special Projects Coordinator
Frantza Duval, Recording Clerk

2. Welcome – Chair Barbara Cohen

Chair Barbara Cohen welcomed everyone to the meeting. She stated that there had been issues obtaining a quorum and for that reason the originally scheduled meeting had not been held.

She also stated that Board Member MaryAnna Estomba and Board Member Bera Kalhan had resigned and thanked them for their service.

3. Approval of Meeting Minutes: January 7, 2019

Chair Barbara Cohen made a motion to defer. The motion received a second from Board Member Brilliant and all voted in favor.

4. A/R (Resort Tax)

Tourism Director Fast provided the Board with the A/R resort tax spreadsheet and stated that they are on a good track.

Discussion Items:

5. First Quarter Results – Jacober Creative + Anything But Advertising

Representatives from Jacober Creative and Anything But Advertising-provided a presentation to the members of the Tourist Board for the months of October through December 2018.

Questions were answered by members of the professional team.

Commissioner Cohen arrived at 5:54pm.

Jacober Creative is currently making appointments with all the businesses in Town and taking professional photos, creating a website pages within VisitSurfsideFL.com for each local business. It is a service provided to each of these businesses which they can use to advertise their business. The photos taken are also provided to each business which they may use for any promotional material of their choice. Assistant Town Manager Tavares suggested that the Tourist Board Liaison bring some of this information to the Downtown Vision Advisory Committee to show the value that the Tourist Board brings to the Downtown.

Chair Barbara Cohen took a moment to introduce Commissioner Barry Cohen and members of the Town Administration and Town Staff.

6. Beach Renourishment Crisis Communication Plan – Jacober Creative + Anything But Advertising + Creative State

Tourism Director Lindsay Fast presented the item and gave an overview of the beach renourishment project estimated to start in the summer of 2019.

Assistant Town Manager Tavares stated that the Town does not control the process and we will not have any new information until the BID documents are released.

Jacober Creative and Anything But Advertising provided an overview of their communications strategy regarding this upcoming project; and Creative State presented the Beach Pop-Up location and details of the concept.

Vice Chair Lehman asked how questions regarding hurricane season and the beach project will be handled since the media usually looks for the negative headline. Anything But Advertising responded that even if Surfside is mentioned in a big story, the bigger focus will be the bigger beach as an outcome for the visitors and the environment.

Chair Barbara Cohen asked if there will be renderings available from before and how the beach would eventually look. Tourism Director Fast responded affirmatively. Chair Barbara Cohen asked about the possibility to seek inclusion in emails mentioning the best beaches in the world.

Tourism Director Fast introduced the Beach Pop-up initiative. Creative State provided a presentation on the initiative as to where would the hotel guest and locals will go while the beach renourishment project is in effect. These services will be available on Fridays and Saturdays at no cost to guests and locals. Tourism Director Fast stated that the ID process to validate Surfside guest and residents will have to be worked out and opened it up for the Boards recommendations.

Vice Chair Lehman stated that Friday and Saturdays may confuse people and that the area being proposed is not the most appropriate location for Surfside.

The total amount of funds that is being requested from reserves for this initiative is \$135,000. It will include the paid media campaign, pop-up beach, pop-up beach launch event, beach shuttle and public relations.

Board Member Brilliant expressed her dislike of the Pop-up beach. She stated that she likes the shuttle and the idea of taking people to a designated area. She believes that the hotels should handle the chairs for their guests. She would eliminate the pop-up beach and the launch event from the proposal. Further comments were made from Vice Chair Lehman relating to this initiative.

After extensive discussion Vice Chair Lehman made a motion to use the \$135,000 from reserves and to further investigate Haulover or Miami Beach and bring back an alternate proposal to the Board. The motion received a second from Board Member Brilliant and all voted in favor.

**7. Glenn Douglas Winter Chamber Music Recap & Continuation in 2019 –
Lindsay Fast, Tourism Director + Barbara Cohen, Tourist Board
Chairwoman**

Chair Barbara Cohen presented a PowerPoint presentation with a recap of the event with Tourism Director Fast's assistance.

Vice Chair Lehman asked if the Board has ever looked into local talent for a similar event. Tourism Director stated that she was thinking of having a similar event with local artists once the beach renourishment has been completed.

8. New York Times Travel Show Recap – Lindsay Fast, Tourism Director

Tourism Director Fast presented the item to the Board Members. She shared some data from the event.

9. Bootcamp & Brews Recap - Lindsay Fast, Tourism Director

Tourism Director Fast presented the item to the Board. She shared a video that was used to promote the event and photos taken during the event. She also provided data collected during the event.

10. Uride Recap - Lindsay Fast, Tourism Director

Tourism Director Fast presented the item to the Board and stated the two-month test period has ended. She presented the data collected during this period. There were 194 residents ride and 622 visitors who took advantage of URide. The cost was for the service was \$4500 per month.

11. Holiday Lights – Lindsay Fast, Tourism Director

Tourism Director Fast presented the item to the Board and stated that the lights will be removed during the next couple of weeks. The current contract has expired and there are no more extensions available. The question was posed to the Board if there is a consensus to release an RFP for these services.

After some discussion Vice Chair Lehman made a motion to move forward with an RFP for the holiday lights for holiday season 2019 and beyond. The motion received a second from Board Member Brilliant and all voted in favor.

12. Downtown Vision Advisory Committee Update – Lindsay Fast, Tourism Director

Tourism Director Fast presented the item to the Board and stated that DVAC met during the past week and the next meeting will be held on April 11, 2019 and invited everyone to attend.

Vice Chair Lehman spoke about his role and his wishes of the Downtown Vision Advisory Committee.

13. First Reading Code of Ethics Ordinance Enhancement and Amendment – Lindsay Fast, Tourism Director

Tourism Director Fast presented the item to the Board Members and stated that the second reading of the ordinance will be on the Regular Town Commission meeting of March 12, 2019. The ordinance will affect all boards and committee members and the intent is to create disclosure and more transparency.

14. Next Tourist Board Meeting: Monday, April 1, 2019 at 5:30pm

Chair Barbara Cohen advised the Board that the next meeting is on April 1, 2019 at 5:30 p.m.

15. Public Comment – 3-minute time limit each, please

No public comments under this item.

16. Adjournment

There being no further business to discuss, Vice Chair Lehman made a motion to adjourn the meeting. The motion was seconded by Board Member Brilliant and all voted in favor.

The meeting adjourned at 7:54 p.m.

Respectfully submitted:

Accepted this 1st day of April, 2019


Barbara Cohen, Chair

Attest:



Sandra Novoa, MMC
Town Clerk



**Town of Surfside
PLANNING & ZONING BOARD
MINUTES**

March 28, 2019 – 6:00 p.m.

Town Hall Commission Chambers –
9293 Harding Ave, 2nd Floor, Surfside, FL 33154

1. Call to Order/Roll Call

Chair Lecour called the meeting to order at 6:00 p.m.

Present: Chair Lindsay Lecour, Vice Chair Judith Frankel, Board Member Peter Glynn, Board Member Jorge Garcia and Board Member Rochel Kramer.

Board Member Brian Roller entered at 6:08 p.m.

Absent: Board Member Marina Gershanovich, and Vice Mayor Gielchinsky.

2. Town Commission Liaison Report – Vice Mayor Gielchinsky

Vice Mayor Gielchinsky was absent therefore no report was provided.

3. Approval of Minutes – February 28, 2019

A motion was made by Vice Chair Frankel to approve the February 28, 2019 Planning & Zoning Minutes as amended reflecting that Vice Mayor Gielchinsky was absent and therefor no report was given for Item No. 2, motion received a second by Board Member Glynn. Motion carried with a 5-0 vote with Board Member Roller and Board Member Gershanovich absent.

4. Applications:

A. 9041 Abbot Avenue - The applicant is requesting to renovate their existing house by enclosing the existing rear covered patio and convert it into a new bathroom and storage area.

Town Planner Hickey introduced the item and gave staff recommendations that applicant would like to make the conversions to add more living space.

Chair Lecour suggested that possibly the code could be changed to reflect that any applications that have changes that are under 100 square feet would not have to go before the Planning & Zoning Board.

A motion was made by Board Member Glynn, seconded by Vice Chair Frankel to approve the application with staff recommendations. Motion carried with a 5-0 vote with Board Member Roller and Board Member Gershanovich absent.

5. Discussion Items:

A. Landscaping in front of fences

Town Planner Hickey introduced the item and stated that staff drafted the language as discussed with the Board regarding landscaping in front of the fences.

Town Attorney Arango advised the Board the ordinance would be drafted and go before the Commission for approval and then it would come back before the Planning & Zoning Board.

Discussion among the Board and Staff took place regarding the language of the ordinance with specifics of landscaping and asked Staff to follow-up with the language.

B. Zoning Workshop action items

Town Planner Hickey gave an overview of the items discussed at the Zoning Workshop, which comments could be enacted on and changes made to the Code.

The following public speakers spoke on the item:

George Kousoulas.

Chair Lecour addressed speaker Kousoulas' concerns on publication and what the Code requires.

Board member Glynn gave his comments, problems he has seen on some of the houses that architects and developers are building that look like cement boxes and are very big which changes the section of Bay.

Board member Glynn stated that there is a need in putting a restriction of the physical look of the house from the street and believes the code needs to be changed to not allow these massive homes within 10 feet of each other.

Board member Kramer agrees with Board member Glynn on the size of those big houses, does not think that the flat roof is the problem and aesthetics and design styles change over time.

Board member Kramer gave another example of another house on Bay that has a different style but still is a very large home and doesn't think making the roof flat changes the footprint of the building but does believe more can be done to prevent these large homes from being built.

Further discussion continued among the Board members and Town Staff on the setbacks, the sizes of the homes, the interior setbacks, what the code currently requires and if the code needs to be amended.

The Board asked Staff to come back at the next meeting to review what is written in the code, the chronology of those homes and when the new revised code became effective.

Board member Glynn commented on Item 1 regarding parking.

Chair Lecour stated that the density and intensity need to be revisited as well as parking.

Discussion among the Board members took place regarding Item 1 on the parking, unused parking spaces at some of the hotels, parking garages and the parking issue currently being experienced.

Chair Lecour suggested to come up with a list with bullet points of what the Town has already accomplished in the last 8 to 10 years in reference to density and intensity revisions in the zoning code and put it in the newsletter to advise the residents of what the Town has been doing.

C. Freeboard & Height

Town Planner Hickey presented the item.

There was discussion among the Board members and Town Planner Hickey regarding the item. They recommended to get an election timeline for the Board to include public education. The Board also requested defining BFE, crown of road, upgrades vs. stilt and requested staff to follow-up. The Board also requested having a possible workshop to discuss further.

Town Planner Hickey answered the Board members questions.

The following speakers spoke on this item:

George Kousoulas
Jeff Rose

D. Future Agenda Items

Board requested to have future agenda items on the Zoning Workshop and Free Board.

Board agreed on the next Planning & Zoning Board Meeting to take place on May 23, 2019.


6. Adjournment

There being no further business a motion was made by Vice Chair Frankel, seconded by Board Member Glynn to adjourn the meeting without objection at 7:59 p.m.

Accepted this 30th day of April, 2019.


Chair Lindsay Lecour

Attest:



Sandra Novoa, MMC
Town Clerk



Town of Surfside
TOURIST BOARD MEETING
MINUTES

April 1, 2019 – 5:30 p.m.
Town Hall Commission Chambers –
9293 Harding Ave, 2nd Floor, Surfside, FL 33154

Opening Items:

1. Call to Order/Roll Call

The meeting was called to order by Chair Barbara Cohen at 5:30 p.m.

Present: Chair Barbara Cohen
Vice Chair Jeff Lehman
Board Member Jennifer Brilliant
Board Member Charles Kesl
Board Member Neil Goodman

Also present: Lindsay Fast, Tourism Director
Duncan Tavares, Assistant Town Manager
Haydee Sera, Town Attorney
Michael Karukin, Town Commission Liaison
Frank Trigueros, Marketing and Special Projects
Coordinator
Frantza Duval, Recording Clerk

2. Welcome – Chair Barbara Cohen

Chair Barbara Cohen welcomed everyone to the meeting. She introduced the new Board members and Town Commission Liaison.

Tourism Director Fast read a thank you note from resident Pamela O'Hagan for sponsoring the "Tails of Shoreside" radio comedy production.

3. Approval of Meeting Minutes: January 7, 2019
March 11, 2019

Vice Chair Lehman made a motion to approve the January 7, 2019 minutes. The motion received a second from Board Member Brilliant and all voted in favor.

Vice Chair Lehman made a motion to approve the March 11, 2019 minutes. The motion received a second from Board Member Brilliant and all voted in favor.

4. A/R (Resort Tax)

Tourism Director Fast provided the Board with the A/R resort tax spreadsheet and stated that the receipts are on track.

Discussion Items:

5. Beach Renourishment Updated Pop-Up Beach Plan – Creative State

Tourism Director Fast presented some options to the board, as directed from the March 11, 2019 Special Tourist Board Meeting.

After questions and answers section and a brief discussion Vice Chair Lehman made a motion to approve option 2. Board Member Goodman seconded the motion.

Tourism Director Fast explained the process of expending reserve funds.

Board Member Kesl asked for a friendly amendment to Vice Chair Lehman's motion.

Vice Chair Lehman amended his motion at the suggestion of Board Member Charles Kesl to approve the Pop-Up Beach option number 2 excluding the launch event. Vice Chair Lehman accepted the amendment, and the motion received a second from Board Member Charles Kesl and all voted in favor.

After discussion regarding the launch event for the pop-up beach, Vice Chair Lehman made a motion to approve the \$10,000 for the launch event. Board Member Goodman seconded the motion and all voted in favor.

6. Paddletopia – Sara Liss + Creative State

Sara Liss from Friday Beach presented the item to the board.

After some discussion among the board members, Vice Chair Lehman made a motion to approve the \$20,000 budget for the Paddletopia event. The motion received a second from Board Member Goodman and all voted in favor.

7. National Travel & Tourism Week Ideas – Lindsay Fast, Tourism Director

Tourism Director Fast presented the item to the board.

She explained what was done last year during this week and how they celebrated the staff in the different hotels.

Vice Chair Lehman gave the Tourism Director a few ideas that he would like for her to consider.

Tourism Director Fast provided two new ideas for the board's consideration. Board Member Kesl also provided some ideas to consider.

Tourism Director Fast let the Board members know she would come back with a final recommendation at the May meeting.

8. Next Tourist Board Meeting: Monday, May 6, 2019 at 5:30pm

Chair Cohen announced and reminded everyone that the next meeting will take place on Monday, May 6, 2019.

9. Public Comment – 3-minute time limit each, please

Commissioner Michael Karukin speaking as a member of the public asked about kids-oriented activities on a more routine basis. He also spoke about the rack containing literature located in Town Hall, as well as art in public places, and adding more turtle sculptures.

Conversation took place regarding the turtle sculptures and the possibility of obtaining more. Tourism Director Fast stated they were very costly but she will look into it.

10. Adjournment

There being no further business to discuss, Vice Chair Lehman made a motion to adjourn the meeting. The motion was seconded by Board Member Kesl and all voted in favor.

The meeting adjourned at 7:00 p.m.

Respectfully submitted:

Accepted this 6th day of May, 2019

Attest:



Sandra Novoa, MMC
Town Clerk



Barbara Cohen, Chair



**Town of Surfside
Town Commission Meeting**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

MEMORANDUM

Agenda #: 3E

Date: May 6, 2019

From: Commissioner Tina Paul

Subject: A Resolution Urging Miami-Dade County League of Cities to Create a Committee Dedicated to the Protection and Conservation of the Biscayne Bay Ecosystem.

Objective. For the Miami-Dade County League of Cities to create a committee dedicated to the protection and conservation of the Biscayne Bay Ecosystem, which would address and formulate comprehensive policies on regional issues impacting Biscayne Bay.

Consideration. Issues concerning the water quality of Biscayne Bay and the protection of its natural habitats, sea grasses, corals, and mangroves are of the utmost importance to all of the Bayfront communities in Miami-Dade County. A Committee comprised of local elected officials would be advantageous in formulating coordinated and comprehensive countywide policies relative to Biscayne Bay. The City of Miami Beach recently passed and adopted an urging Resolution for the Miami-Dade County League of Cities to form a Committee comprised of elected officials representing each of the Bayfront municipalities in the County (Aventura, Coral Gables, Homestead, Key Biscayne, Miami, Miami Beach, North Miami, Palmetto Bay, Pinecrest, Sunny Isles Beach, and Surfside) to consider and address measures to ensure that Biscayne Bay waters remain a clean and viable habitat for local wildlife and sealife.

Recommendation. To adopt this urging Resolution for the Miami-Dade County League of Cities to form a committee specific to formulating coordinated and comprehensive countywide policies on regional issues impacting Biscayne Bay, as the Town of Surfside is committed to ensuring clean waters and protecting our natural habitats.

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA URGING THE MIAMI-DADE COUNTY LEAGUE OF CITIES TO CREATE A COMMITTEE DEDICATED TO THE PROTECTION AND CONSERVATION OF THE BISCAYNE BAY ECOSYSTEM, TO ADDRESS AND FORMULATE COMPREHENSIVE POLICIES ON REGIONAL ISSUES IMPACTING BISCAYNE BAY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, issues concerning the water quality of Biscayne Bay and the protection of its natural habitats, sea grasses, corals, and mangroves are of the utmost importance to all of the Bayfront communities in Miami-Dade County (“County”); and

WHEREAS, although the Miami-Dade County League of Cities has five committees that address various matters of Countywide concern, such as transportation, legislation, the County budget, energy, the environment, and natural resources, a Committee should be formed comprised of elected officials representing each of the bayfront municipalities in the County (i.e., Aventura, Coral Gables, Homestead, Key Biscayne, Miami, Miami Beach, North Miami, Palmetto Bay, Pinecrest, Sunny Isles Beach, and Surfside) to consider and address measures to ensure that Biscayne Bay waters remain a clean and a viable habitat for local wildlife and sea life; and

WHEREAS, although the County is creating a Biscayne Bay Task Force, such entity is primarily a technical and administration-based working group to consider strategies to address issues impacting Biscayne Bay; and

WHEREAS, a committee comprised of local officials would be advantageous in formulating coordinated and comprehensive and countywide policies relative to Biscayne Bay.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

Section 1. **Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. **Urging Creation of Biscayne Bay Committee.** The Town Commission hereby urges the Miami-Dade County League of Cities to create a committee dedicated to the protection and conservation of the Biscayne Bay ecosystem, to address and formulate coordinated and comprehensive policies on regional issues impacting Biscayne Bay.

Section 3. Implementation. The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 14th day of May 2019.

Motion by _____.

Second by _____.

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen	_____
Commissioner Michael Karukin	_____
Commissioner Tina Paul	_____
Vice Mayor Daniel Gielchinsky	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC,
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



TOWN OF SURFSIDE
PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN
REQUEST FORM
OFFICE OF THE TOWN CLERK

Request for: Proclamation Certificate Key Brick (check one)

Received by SN

Date of Request: May 6, 2019

Name of Requestor: Alan Graham

Organization: Town of Surfside

Address: _____

Phone / E-Mail: Ext. 230

Name of Individual / Organization to be honored:
Code Enforcement Officers of the Town of Surfside

Title for Proclamation or Certificate:
Code Enforcement Officers' Appreciation Week

Date of Recognition: May 14, 2019

Reason for Recognition (Please attach 4 - 6 "whereas clauses" as draft text for a Proclamation):
Annual State of Florida Code Officers Appreciation Week
June 3-7, 2019

- Document is to be:
- Presented at a Commission Meeting in May 2019 (month / year)
 - Presented at the following event _____ (Please attach event information to the request form)
 - Picked up by _____ on _____ (date)

Administrative Use Only

Proclamation _____ Certificate _____ Key _____ Coin _____

Approved: Yes _____ No _____ If no, state reason: _____

Approved Date: _____

Date Submitted for Mayor's Signature: _____

Date Issued: _____

Completed by: _____



PROCLAMATION

WHEREAS, Code Enforcement Officers provide for the safety, health and welfare of the citizens in this community through the enforcement of building, zoning, housing, animal control, fire safety, environmental and other codes and ordinances; and

WHEREAS, Code Enforcement Officers are often not credited for the jobs that they do in saving lives and improving neighborhoods; and

WHEREAS, every day, assisted by support and program staff, they attempt to provide quality customer service to the public for the betterment of the community; and

WHEREAS, too many times their efforts go unnoticed, even after code compliance has been accomplished due to their efforts and expertise; and

WHEREAS, Code Enforcement Officers are dedicated, well trained, and highly responsible individuals who take their jobs seriously and are proud of their department and the local government within which they serve; and

WHEREAS, the Florida Association of Code Enforcement (F.A.C.E.) has declared the first week of June be set aside by local government to honor and recognize their Code Enforcement Officers;

NOW, THEREFORE, I, Daniel Dietch, Mayor of the Town of Surfside, do recognize the week of June 3 through June 7, 2019, as

CODE ENFORCEMENT OFFICERS' APPRECIATION WEEK

in the Town of Surfside, Florida, in accordance with the statewide observance of the same and encourage citizens of the Town of Surfside to join this Commission in expressing appreciation for the dedication and outstanding service provided by the individuals who serve as our Code Enforcement Officers.

In witness thereof I have hereunto set my hand this 9th day of April 2019.

Daniel Dietch, Mayor
Town of Surfside, Florida



**Town of Surfside
Town Commission Meeting
May 14, 2019
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

PROCLAMATION COVER MEMORANDUM

Agenda #: 3G
Date: May 6, 2019
From: Daniel Dietch, Mayor
Subject: Jewish American Heritage Month

Objective: That the Surfside Town Commission approve the enclosed proclamation designating the month of May as “Jewish American Heritage Month.”

Consideration: Jewish American Heritage Month began in 2005 when Senator Arlen Specter and Representative Wasserman Schultz filed joint resolutions, urging then President Bush to proclaim a month specifically recognizing the more than 360-year history of Jewish life in America and their contributions to our American fabric. Jewish American Heritage Month acknowledges the achievements of American Jews in fields ranging from sports and arts and entertainment to medicine, business, science, government, military service, music, and more.

This year’s theme for Jewish American Heritage Month is celebrating the achievements of American Jewish Illustrators. From Jerry Siegel and Joseph Shuster who created Superman, to Marvel’s Jack Kirby and Stan Lee, who created such iconic figures as Spiderman, Iron Man, Thor, the Incredible Hulk and the X-Men, Jewish illustrators have been pioneers in American culture. Through the prism of their Jewish identity, and often by approaching their work through the lens of social justice, they have been able to make poignant observations about the world around them, offering powerful commentary on issues of the day through their unique and universal medium.

Jewish American Heritage Month is more important than ever this year with the constant rise in anti-Semitism in America.



TOWN OF SURFSIDE

PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN

REQUEST FORM

OFFICE OF THE TOWN CLERK

Request for: Proclamation Certificate Key Brick (check one)

Received by SN

Date of Request: May 6, 2019

Name of Requestor: Daniel Dietch

Organization: Town of Surfside

Address: 9393 Harding Avenue, Surfside, FL 33154

Phone / E-Mail: 305 861-4863 / ddietch@townofsurfsidefl.gov

Name of Individual / Organization to be honored: _____

Title for Proclamation or Certificate: Jewish American Heritage Month

Date of Recognition: May 2019

Reason for Recognition (Please attach 4 – 6 “whereas clauses” as draft text for a Proclamation):

See attached

Document is to be:

- Presented at a Commission Meeting in May / 2019 (month / year)
- Presented at the following event (Please attach event information to the request form)
- Picked up by _____ on _____ (date)

Administrative Use Only

Proclamation _____ Certificate _____ Key _____ Coin _____

Approved: Yes _____ No _____ If no, state reason: _____

Approved Date: _____

Date Submitted for Mayor's Signature: _____

Date Issued: _____

Completed by: _____

DEBBIE WASSERMAN SCHULTZ
23RD DISTRICT, FLORIDA

CHIEF DEPUTY WHIP

COMMITTEE ON APPROPRIATIONS

CHAIRWOMAN

MILITARY CONSTRUCTION,
VETERANS AFFAIRS, AND RELATED AGENCIES

SUBCOMMITTEES:

ENERGY AND WATER DEVELOPMENT,
AND RELATED AGENCIES
HOMELAND SECURITY



COMMITTEE ON OVERSIGHT AND REFORM

SUBCOMMITTEES:
CIVIL RIGHTS AND CIVIL LIBERTIES
NATIONAL SECURITY

STEERING AND POLICY COMMITTEE

Congress of the United States
House of Representatives
Washington, DC 20515

April 30, 2019

The Honorable Daniel Dietch
Mayor Dietch
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

Dear Mayor Dietch: *Daniel*

I write to you today to ask that you join me in recognizing the month of May as Jewish American Heritage Month in Surfside.

Jewish American Heritage Month (JAHM) began in 2005 when Senator Arlen Specter and I filed joint resolutions, urging then President Bush to proclaim a month specifically recognizing the more than 360-year history of Jewish life in America and their contributions to our American fabric. JAHM acknowledges the achievements of American Jews in fields ranging from sports and arts and entertainment to medicine, business, science, government, military service, music, and more.

This year's theme for JAHM is celebrating the achievements of American Jewish Illustrators. From Jerry Siegel and Joseph Shuster who created Superman, to Marvel's Jack Kirby and Stan Lee, who created such iconic figures as Spiderman, Iron Man, Thor, the Incredible Hulk and the X-Men, Jewish illustrators have been pioneers in American culture. Through the prism of their Jewish identity, and often by approaching their work through the lens of social justice, they have been able to make poignant observations about the world around them, offering powerful commentary on issues of the day through their unique and universal medium.

JAHM is more important than ever this year with the constant rise in anti-Semitism in America. Therefore, to help spread awareness of JAHM, we ask that you bring forward a resolution at your next commission meeting, proclaiming May 2019 as Jewish American Heritage Month.

Attached, you will find a draft proclamation, and I encourage each of you to contact my office for additional JAHM resources.

Sincerely,

Debbie Wasserman Schultz
Member of Congress

DWS/hg WASHINGTON OFFICE:
1114 LONGWORTH HOUSE OFFICE BUILDING
WASHINGTON, D.C. 20515-0923
(202) 225-7931
(202) 226-2052 (Fax)

DISTRICT OFFICE:
777 SAWGRASS CORPORATE PARKWAY
SUNRISE, FL 33325
(954) 845-1179
(954) 932-9664 (Fax)

AVENTURA OFFICE:
19200 WEST COUNTRY CLUB DRIVE
AVENTURA, FL 33180
(305) 936-5724
(305) 932-9664 (Fax)



MEMORANDUM

ITEM NO. 4A1

To: Town Commission
From: Guillermo Olmedillo, Town Manager
Date: May 14, 2019
Subject: Prohibiting Hotels in H40

The Planning and Zoning Board have recommended to defer this item to allow for analysis of the following:

1. Crime Statistic Reports. These should be describing where the crimes originated and where the person was apprehended to help determine if the crimes were a result of hotels in Town.
2. Describe the consequences to the hotel owner of grandfathering a hotel under the proposed ordinance.
3. Confirm if the impacts can be related to a hotel use. If there is not a relationship, provide other means to regulate, such as the development standards, rather than by the use.

The request for a deferral includes a recommendation to extend the zoning in progress for 3 additional months from the time of the zoning in progress expiration.

Reviewed by: GO

Prepared by: SSG



MEMORANDUM

ITEM NO.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

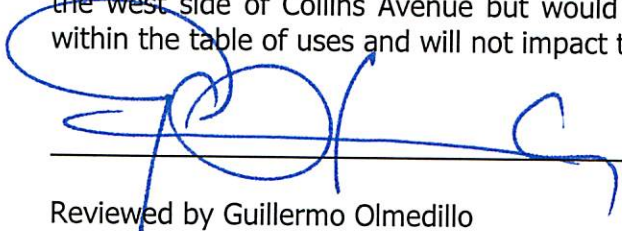
From: Guillermo Olmedillo, Town Manager

Date: 03/12/19

Subject: Prohibiting Hotels in H40

Commissioner Karukin presented a discussion item (attached) at the February 12, 2019 Commission meeting to prohibit hotels in the H40 district. This area is generally described as the west side of Collins Avenue, south of 93rd Street to 88th Street. The Commission directed staff to prepare an ordinance addressing this limitation.

Staff Findings: The code modification proposed will continue to permit accessory uses on the west side of Collins Avenue but would prohibit hotel rooms. The modification will be within the table of uses and will not impact the comprehensive plan.



Reviewed by Guillermo Olmedillo

Prepared by: SSG



**Town of Surfside
Town Commission Meeting
February 12, 2019
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

DISCUSSION ITEM MEMORANDUM

Agenda #:

Date: February 12, 2019

From: Commissioner Michael Karukin

Subject: Prohibit Hotels in H40 zoning district south of 93rd Street within the Moderate High Density Residential area of the Future Land use map

Title – Prohibit Hotels in H40 zoning district south of 93rd Street within the Moderate High Density Residential area of the Future Land use map (see figure 1).

Objective – Improve residential quality of life by preventing any more large scale hotel projects in an area that is supposed to be reserved for moderate high density residential development.

Consideration – In 2009, Comp Plan policy 3.9 was modified (now policy 3.6) expanding the locations of where a “tourist facility” such as a dedicated hotel can be built from only “the east side of Collins Avenue” to the west side, spanning the Collins to Harding corridor covering 2 additional land use categories. As indicated by the tracked changes version of the 2009 EAR report, the Moderate Density Residential Tourist and Moderate High [Density] Residential land use categories were added to the policy thereby increasing the land area that would allow dedicated hotels to be built (see figure 2).

Now that we have some experience with large scale hotel projects, and in order to preserve and protect the residential character of a portion of the city that is supposed to be restricted to moderate high density residential development, and to mitigate the negative consequences to residential quality of life from commercial development in the area due to property aggregation, it seems it is in the best interest of the city to restrict the ability for large dedicated hotels to be built in that portion of the town zoned H40 and covered by the Moderate High [Density] Residential land use category as illustrated in the future land use map FLU-7.

This restriction was attempted in 2016 during the comprehensive plan amendment process but due to the complexities and risks associated with the comprehensive plan approvals from the State, using comp plan as a means to achieve the restrictions did not work. When I asked staff about resurrecting the same request to modify the comp plan, staff reminded me of the State approval process for any comp plan amendments could delay or even make matters

worse. However, staff creatively suggested that this objective can be achieved using zoning code modifications instead.

Recommendation – Our rules to direct staff to work on ordinances require direction from the TC. Therefore, I am asking the TC to direct the TM to develop an ordinance for our consideration that restricts hotel projects in the H40 zoning district south of 93rd Street within the Moderate High Density Residential area of the Future Land use map for first reading at the March 2019 Commission meeting.

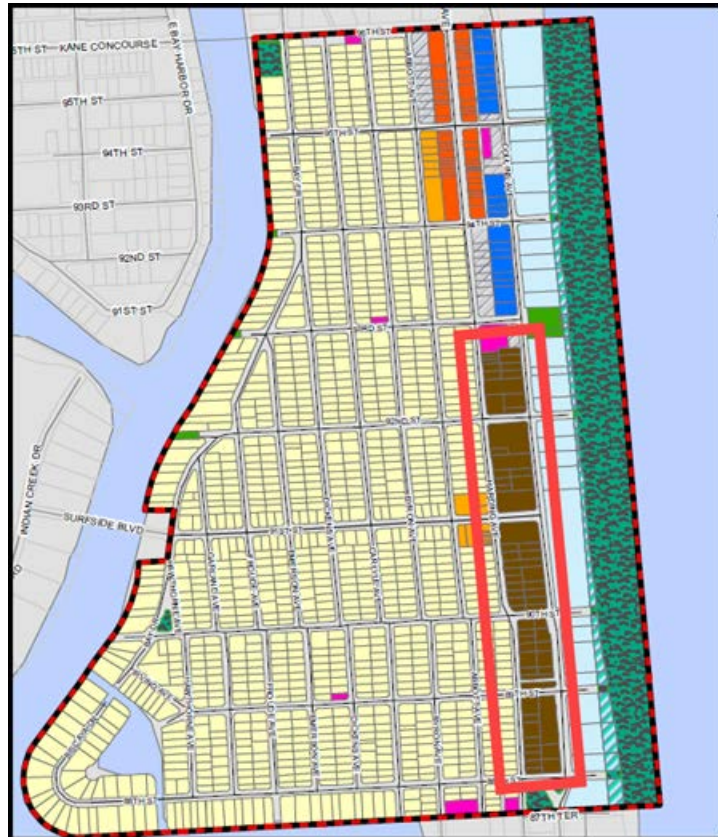


Figure 1 Area of surfside showing moderate high density residential designation

Tracked changed version of old comp plan showing cross out of east side of Collins and addition of other land use categories from 2009 EAR Report.

What was policy 3.9 is now policy 3.6.

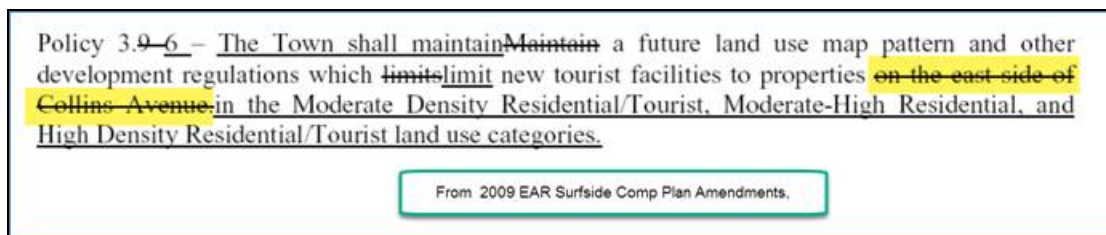


Figure 2 Tracked change version of comp plan policy 3.9 now policy 3.6

ORDINANCE NO. 19 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-41, "REGULATED USES", TO CHANGE THE LIST OF PERMITTED, CONDITIONAL, AND PROHIBITED USES TO PROHIBIT HOTELS IN THE H-40 ZONING DISTRICT SOUTH OF 93RD STREET AND ADDRESS HOTEL ACCESSORY USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida
2 Statutes, provide municipalities the authority to exercise any power for municipal purposes,
3 except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

4 **WHEREAS**, the Town Commission of the Town of Surfside ("Town Commission") finds it
5 periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in
6 order to update regulations and procedures for maintain consistency with state law and to
7 implement municipal goals and objectives; and

8 **WHEREAS**, on February 12, 2019, the Town Commission directed staff to evaluate and
9 prepare an ordinance prohibiting hotel use within the H40 zoning district south of 93rd Street; and

10 **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town,
11 held its hearing on the proposed amendment on _____, 2019 with due public notice and
12 input; and

13 **WHEREAS**, the Town Commission held its first public hearing on March 12, 2019 and
14 recommended _____ of the proposed amendments to the Code of Ordinances having
15 complied with the notice requirements by the Florida Statutes; and

16 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on
17 these regulations as required by law on _____, 2019 and further finds the proposed
18 change to the Code necessary and in the best interest of the community.

19
¹Additions to the text are shown in underline. Deletions are shown in ~~strikethrough~~.

20 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF**
 21 **THE TOWN OF SURFSIDE, FLORIDA¹:**

22
 23 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by
 24 this reference:

25
 26 **Section 2. Town Code Amended.** Section 90-41. – “Regulated Uses” of the Surfside
 27 Town Code of Ordinances is hereby amended and shall read as follows¹:

28 **Sec. 90-41. Regulated uses.**

29 (a) *Purpose.* Permitted uses are considered to be fundamentally appropriate within the district
 30 in which they are located and are deemed to be consistent with the comprehensive plan.
 31 These uses are permitted as of right, subject to the required permits and procedures
 32 described in this section. Permitted uses require final site plan review and approval for
 33 compliance with the standards applicable to a particular permitted use as provided in this
 34 zoning code.

35 (b) *Permits required.* Except as explicitly provided herein, no use designated as a permitted use
 36 in this chapter shall be established until after the person proposing such use has applied for
 37 and received all required development permits.

38 (c) Table—Regulated uses.

39 * * *

	H30A	H30B	H30C	H40	H-120	SD-B40
Lodging Uses						
Hotel	-	-	-	P(7) (31)	P(7)	-
<u>Hotel Accessory Uses</u>	-	-	-	<u>P(7)</u>	<u>P(7)</u>	<u>:</u>
Suite Hotel	-	-	-	P(7)	P(7)	-

41 Key: P: Permitted Blank: Not Permitted (#): Refer to Notes CU: Conditional Use

42 * * *

43 (d) *Uses table notes.*

44 * * *

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~.

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(7) May provide a beauty/personal services, dining room, and coffee shop, bar or cocktail lounge, telegraph office, tobacco, candy, and newsstand, automobile rentals where rental vehicles are not kept on premises, ready to wear shops, travel agencies, gift and sundry shops, coin operated machines, washing machines, and marble, coin or amusement machines (other than gambling devices), and diet and health spas providing services solely to guests; provided, however, that such facilities may be entered only from the inside of the structure and there shall be no window or evidence of such facilities from outside the hotel or motel.

* * *

(31) Hotels must be located north of 93rd Street. Hotels are prohibited south of 93rd Street.

* * *

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 5. Inclusion in the Code. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other appropriate word.

Section 6. Conflicts. Any and all Ordinances and Resolutions or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.

Section 7. Effective Date. This ordinance shall become effective upon adoption.

PASSED and ADOPTED on first reading this 12th day of March, 2019.

PASSED and ADOPTED on second reading this _____ day of _____, 2019.

On Final Reading Moved by: _____

On Final Reading Second by: _____

FINAL VOTE ON ADOPTION:

83 Commissioner Barry Cohen _____
84 Commissioner Michael Karukin _____
85 Commissioner Tina Paul _____
86 Vice Mayor Daniel Gielchinsky _____
87 Mayor Daniel Dietch _____

88
89
90

Daniel Dietch, Mayor

91
92
93 **ATTEST:**

94
95 _____
96 Sandra Novoa, MMC, Town Clerk

97
98 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**
99 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

100
101 _____
102 Weiss Serota Helfman Cole and Bierman, P.A.
103 Town Attorney



MEMORANDUM

ITEM NO. 4B1

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Guillermo Olmedillo, Town Manager

Date: April 9, 2019 / May 14, 2019

Subject: Florida Friendly Landscape

The purpose of this memorandum is to summarize the Florida Friendly landscape requirements.

The current Town of Surfside Landscape Code utilizes xeriscaping landscape requirements, which are a set of seven principles (Planning and Design, Soil Improvements, Practical Turf Area, Efficient Irrigation, Mulch, Low Water Use Plants and Appropriate Maintenance) for water-wise landscaping. These principles utilize the concept of planning, design and maintenance of the landscaping with a sensible approach for water efficiency that allows the conservation of water while providing an attractive landscape.

It is recommended that the Town adopt a Florida Friendly landscape ordinance, which provides more robust standards than the Town's current regulations. This program has nine principles and is aimed at Florida's unique natural resources. It utilizes planning, design, installation and maintenance (Right Plant-Right Place, Water Efficiency, Fertilize Appropriately, Mulch, Attract Wildlife, Manage Yard Pest Responsibility, Recycle, Prevent Storm Runoff and Protection of Waterfronts). These principles seek to reduce environmental impacts from landscaping by properly applying water, fertilizer and pesticides, creating a wildlife habitat, preventing erosion and recycling yard wastes.

The proposed ordinance provides regulations for fertilizer and pesticides. Herbicides are not addressed in this ordinance as it is not a principal regulated by Florida Friendly. However, and a separate ordinance regulating herbicides is currently being researched and once prepared, will be presented to the Town Commission.

The proposed ordinance has provided efficient irrigation design standards, fertilizer standards, pesticide management and the requirement to utilize Florida Friendly

principles as identified in Florida Friendly Landscaping Guide to Plant Selection & Landscape Design.

The current landscape code is set up to be very site specific, functional, sustainable, irrigation efficient, water conservation focused, protective of the natural native habitat while providing a cohesive, distinctive lush design theme. The proposed modifications expand the current standards by seeking to reduce the environmental impact of fertilizers and pesticides, create a wildlife habitat and further encourage water conservation through efficiencies.

Staff has prepared an ordinance which exceeds the minimum requirements in Miami-Dade County and meets the Florida Friendly requirements. Modifying the existing ordinance to incorporate Florida Friendly principles will enhance, strengthen and provide a safer environment for the Town.

Enforcement of fertilizer and pesticides requires additional staff, particularly at the beginning when all properties must be inspected for compliance.

Reviewed by GO

Prepared by SSG

- 62 (2) To create and enhance the aesthetic subtropical character and identity distinctiveness of
63 the Town of Surfside;
- 64 (3) To design landscaping to enhance architectural features, relate structure design to the
65 site, visually screen sites and unsightly views, reduce noise impacts from major
66 roadways and incompatible uses, strengthen important vistas and reinforce neighboring
67 site design and architecture,
- 68 (4) To prevent the expansion of the listed pest plant species by prohibiting the use of
69 noxious exotic plants which invade native plant communities;
- 70 (5) To promote the use of more wind tolerant trees and proper horticultural planting
71 methods in order to maintain a more sustainable landscape;
- 72 (6) To promote ~~landscape~~ Florida Friendly principles through the use of drought-tolerant
73 landscape species, grouping of plant material by water requirements, right plant in the
74 right place, appropriate fertilization, the use of irrigation systems that conserve the use
75 of potable and non-potable water supplies, mulching and restrictions on the amount of
76 lawn areas;
- 77 (7) To utilize landscape material, specifically street trees, to visually define the hierarchy of
78 roadways, and to provide shade and a visual edge along roadways;
- 79 (8) To prevent the destruction of the town's existing tree canopy and promote its expansion
80 to be valued and preserved for present and future generations;
- 81 (9) To provide for the preservation of existing natural plant communities and re-establish
82 native habitat where appropriate, and encourage the appropriate use of native plant and
83 salt tolerant plant material in the landscape and where applicable, encourage appropriate
84 wildlife habitat areas;
- 85 (10) To promote the use of trees and shrubs for energy conservation by encouraging
86 cooling through the provision of shade and the channeling of breezes, thereby helping to
87 offset global warming and local heat island effects through the added absorption of
88 carbon dioxide and reduction of heat islands;
- 89 (11) To contribute to the processes of air movement, air purification, oxygen
90 generation, ground water recharge, and stormwater runoff retention, while aiding in the
91 abatement of noise, glare, heat, air pollution and dust generated by major roadways and
92 intense use areas;
- 93 (12) To improve the aesthetic appearance of the town through the use of plant material,
94 thereby protecting and increasing property values within the community;
- 95 (13) To promote the concept of planting the right tree or plant in the right place to
96 avoid problems such as clogged sewers, cracked sidewalk and power services
97 interruptions;
- 98 (14) To provide the physical benefits of using plant material as a function and integral
99 part of the Town of Surfside's development;
- 100 (15) To provide minimum standards for landscaping new developments or for
101 redevelopment;

- 102 (16) To promote water conservation and vegetation protection objectives by providing
103 for:
- 104 a. The preservation of existing plant communities pursuant to the requirements of
105 the Miami-Dade's Tree Preservation and Protection Ordinance;
 - 106 b. The reestablishment of native plant communities;
 - 107 c. The use of site-specific plant materials; and
 - 108 d. The implementation of ~~Xeriscape~~ Florida Friendly principles as identified in
109 Florida-Friendly Landscaping-Guide to Plant Selection & Landscape Design
110 South Florida Water Management District's Xeriscape Plant Guide II, as
111 amended, and as provided by law.

112 **90-85.2 Definitions.**

113 *Accessway*: A private vehicular roadway intersecting a public right-of-way.

114 *Applicant*: The owner or the authorized agent of the subject property.

115 *Application* or *apply* means the actual physical deposition of fertilizer to turf or landscape
116 plants.

117 *Applicator* means any person who applies fertilizer on turf and/or landscape plants.

118 *Approved test* means a soil test from the University of Florida, government, or other
119 commercial licensed laboratory that regularly performs soil testing and recommendations.

120 *Automatic controller* means a mechanical or electronic device, capable of automated
121 operation of valve stations to set the time, duration and frequency of a water application.

122 *Berm*: A linear earthen mound measured from the crown of the road or abutting finish floor
123 elevation and has a maximum slope of three to one. The berm shall consist of clean fill
124 composed of planting soil.

125 *Best management practices (BMP's)* means turf and landscape practices or combination of
126 practices based on research, field-testing, and expert review, determined to be the most
127 effective and practical site-specific means, including economic and technological
128 considerations, for improving water quality, conserving water supplies and protecting
129 natural resources.

130 *Buffer, perimeter landscape*: An area of flat a grade or bermed land which is set aside along
131 the perimeters of a parcel of land in which landscaping is required to provide an aesthetic
132 transition between adjacent plots to eliminate or reduce the adverse environmental impact,
133 and incompatible land use impacts.

134 *Canopy*: The upper portion of a tree consisting of limbs, branches and leaves.

135 *Clear trunk*: The distance between the top of the root ball along the vertical trunk or trunks
136 of a tree to the point at which lateral branching or fronds begin.

137 *Clear wood ("gray wood")*: The portion of the palm trunk which is mature hardwood
138 measured from the top of the root ball to the base of green terminal growth or fronds.

139 *Code enforcement officer, official, or inspector* means any designated employee or agent of
140 the Town of Surfside whose duty is to enforce codes and ordinances enacted by the Town.

141 Commercial applicator except as provided in F.S. § 482.1562(9), means any person who
142 applies fertilizer for payment or other consideration to property not owned by the person or
143 firm applying the fertilizer or the employer of the applicators.

144 Commercial fertilizer applicator means any person who applies fertilizer on turf and/or
145 landscape plants in the Town in exchange for money, goods, services or other valuable
146 consideration.

147 *CPTED*: The acronym crime prevention through environmental design; design approach to
148 reduce crime and fear of crime by creating a safe climate within a building environment.

149 *Diameter breast height (DBH)*: The diameter of the tree trunk(s) measured at 4½ feet above
150 grade.

151 *Disturbed land/ground*: Any land where the original natural vegetation has been removed,
152 displaced, overtaken or raked.

153 Emitter primarily refers to devices used in microirrigation systems.

154 Fertilizing or fertilization means the act of applying fertilizer to turf, specialized turf or
155 landscape plants.

156 Fertilizer means any substance or mixture of substances that contains one or more
157 recognized plant nutrients and which promotes plant growth, controls soil acidity or
158 alkalinity, provides other soil enrichment, or provides other corrective measures to the soil.

159 Florida-friendly landscape. The principles of Florida-friendly landscaping include planting
160 the right plant in the right place, efficient watering, appropriate fertilization, mulching,
161 attraction of wildlife, responsible management of yard pests, recycling yard waste, reduction
162 of stormwater runoff, and waterfront protections. Additional components of Florida-friendly
163 landscape include planning and design, soil analysis, the uses of solid waste compost,
164 practical use of turf, and proper maintenance.

165 *Functional landscaping*: The combination of living and nonliving materials that, when
166 installed or planted, creates an ongoing system providing aesthetic and environmental
167 enhancement to a particular site and surrounding area.

168 *Groundcover*: A dense, low-growing plant, other than turf, that, by the nature of its growth
169 characteristics completely covers the ground and does not usually exceed two feet in height.

170 Guaranteed analysis means the percentage of plant nutrients or measures of neutralizing
171 capability claimed to be present in a fertilizer.

172 *Hedge*: A dense row of evenly spaced shrubs planted to form a continuous, unbroken visual
173 screen.

174 Hydrozone means a distinct grouping of plants with similar water needs and climatic
175 requirements.

176 *Impervious area*: An area covered by a material which does not permit infiltration or
177 percolation of water directly into the ground.

178 Infiltration rate means the rate of water entry into the soil expressed as a depth of water per
179 unit of time (inches per hour).

180 Irrigated landscape area means all outdoor areas that require a permanent irrigation system.

181 Irrigation zone means a grouping of sprinkler heads, soakers, bubblers, or microirrigation
182 emitters operated simultaneously by the control of one valve.

183 Institutional applicator means any person, other than a private person applying fertilizer on
184 their own residential property or a commercial applicator (unless such definitions also apply
185 under the circumstances), that applies fertilizer for the purpose of maintaining turf and/or
186 landscape plants. Institutional applicators shall include, but shall not be limited to, owners,
187 managers, or employees of public lands, schools, parks, religious institutions, utilities,
188 industrial or business sites, and any residential properties maintained in condominium and/or
189 common ownership.

190 *Irrigation:* The method of supplying plant materials with water other than by natural
191 rainfall.

192 *Landscape/landscaping:*

193 (1) When used as a noun, this term shall mean living plant materials such as grasses,
194 groundcover, shrubs, vines, trees or palms and nonliving durable materials
195 commonly used in environmental design such as, but not limited to, walls or fences,
196 aesthetic grading or mounding, but excluding pavers, paving, artificial turf, turf
197 block, rocks and structures.

198 (2) When used as a verb, this term shall mean the process of installing or planting
199 materials commonly used in landscaping or environmental design.

200 *Mulch:* Organic, arsenic free, material such as wood chips, pine straw or bark placed on the
201 soil to reduce evaporation, prevent soil erosion, control weeds and enrich the soil.

202 *Multi-trunk trees:* A tree that has a minimum of three trunks with no more than five trunks
203 of equal diameters originating from the ground and with angles no greater than forty-five
204 (45) degrees. ;b1; *NOTE:* The town can require either multi-trunk or single trunk on certain
205 trees.

206 Microclimate means the climate of a specific area in the landscape that has substantially
207 differing sun exposure, temperature, or wind, than surrounding areas or the area as a whole.

208 Microirrigation (low volume) means the application of small quantities of water directly on
209 or below the soil surface, usually as discrete drops, tiny streams, or miniature sprays through
210 emitters placed along the water delivery pipes (laterals). Microirrigation encompasses a
211 number of methods or concepts including drip, subsurface, bubbler, and spray irrigation,
212 previously referred to as trickle irrigation, low volume, or low flow irrigation that deliver
213 water directly to plant root zones with a high degree of efficiency, no runoff, and little to no
214 evaporation.

215 Moisture sensing device or soil moisture sensor means a device to indicate soil moisture in
216 the root zone for the purpose of controlling an irrigation system based on the actual needs of
217 the plant.

218 *Native habitat:* An area enhanced or landscaped with an appropriate mix of native tree,
219 shrub and groundcover species that resembles a native plant community in structure and
220 composition or is naturally occurring.

221 *Native plant community:* A natural association of plants dominated by one or more
222 prominent native plant species, or a characteristic physical attribute as indicated by the
223 Town of Surfside.

224 *Native plant species:* Native plant species shall be those plant species indigenous to the
225 ecological communities of South Florida, as indicated on lists provided by Town of
226 Surfside, or that can be scientifically documented to be native to South Florida.

227 *Open space:* All pervious landscape planting areas of the site.

228 *Overall height:* The height measured from the ground to the bend of the top most branch of
229 the tree. Overall height on palms: the measurement from the ground to the bend of the
230 topmost frond.

231 *Pervious areas:* Any portion of the ground unobstructed by a non landscape planting surface
232 which prevents or slows down the natural seepage of water into the ground.

233 *Planting soil/topsoil:* A medium composed of 50 percent sand and 50 percent muck. Palm
234 planting soils shall compose of no more than 80 percent sand and remainder soil consisting
235 of muck. It must be clear and free of construction debris, weeds and rocks, with a pH
236 between 6.5 and 7.

237 Person means any natural person, business, corporation, limited liability company,
238 partnership, limited partnership, association, club, organization and/or any group of people
239 acting as an organized entity.

240 Point of connection (POC) means the location where an irrigation system is connected to a
241 water supply.

242 Pop-up sprays means spray heads that pop up with water pressure and provide a continuous
243 spray pattern throughout a given arc of operation.

244 Pressure tank means a pressurized holding tank for irrigation water coming from wells to
245 minimize cycling of the water pump.

246 Pump cycling means irrigation pump coming on and shutting off frequently during operation
247 of irrigation systems.

248 Prohibited application period means the time period during which application of fertilizer is
249 prohibited due to the potential of run-off to negatively impact the environment, including
250 tropical storms and hurricane warnings, or for any portion of the Town where heavy rain has
251 been forecasted.

252 Rain sensor device means a low voltage electrical or mechanical component placed in the
253 circuitry of an automatic irrigation system that is designed to turn off a sprinkler controller
254 when precipitation has reached a pre-set quantity.

255 *Runoff* means water that is not absorbed by the soil or landscape and flows from the area.

256 *Redevelopment:* Any proposed expansion, addition, or facade change to an existing building,
257 structure, or parking facility. Redevelopment may also mean any rebuilding activity which
258 has no net increase in built-upon area or which provides equal or greater stormwater control
259 than the previous development. Exception to this definition, single family dwelling

260 redevelopment would be considered when 75 percent or greater of the existing structure is
261 knocked down.

262 Saturated soil means a soil in which the voids are filled with water. Saturation does not
263 require flow. For the purposes of this article, soils shall be considered saturated if standing
264 water is present or the pressure of a person standing on the soil causes the release of free
265 water.

266 Slow-release means nitrogen in a form which delays its availability for vegetative uptake
267 and use after application, or which extends its availability to the vegetation longer than a
268 reference rapid or quick release product. It includes the terms "controlled release", "timed
269 release," "slowly available" and "water insoluble nitrogen."

270 *Shrub*: A self-supporting, woody plant full to the ground with three or more branches
271 produced from the ground which could be maintained in a healthy state to the height
272 indicated on the landscape plans.

273 Soil moisture sensor . See Moisture sensing device .

274 Soil texture means the classification of soil based on the percentage of sand, silt, and clay in
275 the soil.

276 *Site-specific plant materials*: The use of plant species selected to minimize supplemental
277 irrigation, fertilization and pest control.

278 *Town*: The department or division of the Town of Surfside government that the town
279 manager has designated to enforce the landscaping requirements of this section.

280 *Tree*: A self-supporting, woody perennial plant, usually with one vertical stem or main
281 trunk, which naturally develops a distinct, elevated crown and provides, at maturity, natural
282 characteristics of the species.

283 (1) *Tree, Dicotyledonous (Dicot)* is a tree having a woody stem and branches and leaves
284 with net venation and having a separate, distinct outer bark which can be peeled from
285 the tree.

286 (2) *Tree, Monocotyledonous (Monocot)* is a palm or a tree having fronds with parallel
287 venation and no true woody bark with a minimum overall natural height of ten feet at
288 maturity.

289 *Tree abuse*:

290 (1) Hat racking, flat-cutting the top of a tree, severing leader or leaders of a tree.

291 (2) Pruning that reduces the total height or spread of a tree canopy by more than 30
292 percent in one year.

293 (3) Cutting upon a tree which destroys its natural habit of growth.

294 (4) Pruning that leaves stubs or results in a flush cut or splitting of limb ends.

295 (5) Peeling or stripping of bark or the removal of bark to the extent that if a line is drawn
296 at any height around the circumference of the tree, over one-third of the length of the
297 line falls on portions of the tree where the bark remains.

- 298 (6) The use of climbing spikes, nails or hooks with the exception for the purposed of
 299 total tree removal.
- 300 (7) Pruning that does not conform to the standards set by the American National
 301 Standards Institute (ASI A300), as amended, with the exception of palm pruning
 302 which shall allow no pruning of fronds above the horizontal plane.
- 303 (8) Using nails or other piercing devices for the purpose of attaching signage or any
 304 objects to a tree.
- 305 (9) Girdling of trees by guying, staking, support, string trimmers, or non-removal of
 306 planting materials from the root balls.
- 307 (10) Lawn mower string trimmer or deck damage inflicted on any portion of a tree.
- 308 (11) Vehicular damage inflicted causing bark removal, tree leaning and/or destruction.
 309 Also, any damage and/or compaction of the roots by vehicular usage.
- 310 (12) Structures being placed or constructed within a tree.
- 311 (13) Utilizing any portion of a tree as a fence or similar structural support.
- 312 (14) The use of oils, chemicals or other materials poured on the roots and/or trees.
 313 Also, the painting of trees with paint and/or other similar material.

314 *Turf*: The upper layer of soil matted with roots of grass and covered by viable grass blades.

315 *Urban landscape* means pervious areas on residential, commercial, industrial, institutional,
 316 road rights-of-way or other nonagricultural lands that are planted with turf or landscape
 317 plants.

318 *Vegetation*: Angiosperms, gymnosperms, ferns and mosses.

319 *Vehicular encroachment*: Any protrusion of a motor vehicle outside of the boundaries of a
 320 vehicular use area into a landscape area.

321 *Vehicular use area (VUA)*: An area used for loading, circulation, access, storage, parking, or
 322 display of any type of vehicle, boat, or construction equipment whether self-propelled or
 323 not.

324 *Vine*: Any plant with a long, slender stem that trails or creeps on the ground or climbs by
 325 winding itself on a support.

326 ~~*Xeriscape*: A landscaping method that maximizes the conservation of water by use of site-~~
 327 ~~appropriate plants and an efficient watering system.~~

328 **Sec. 90-86. - Landscape permit plans.**

329 ***

330 **90-86.3** The irrigation plan shall meet the following requirements:

- 331 (1) The same scale of the site plan, but no smaller than one inch equals 50 feet.
- 332 (2) Location of existing trees, vegetation and native plant communities to remain, if
 333 applicable.

- 334 (3) Location of existing buildings, paving, and site improvements to remain.
- 335 (4) Location of proposed buildings, paving, site improvements, and water bodies.
- 336 (5) Main location with sleeves, size and specifications.
- 337 (6) Valve location, size and specifications.
- 338 (7) Pump location, size and specifications or water source.
- 339 (8) Backflow prevention device type and specifications.
- 340 (9) Controller locations and specifications.
- 341 (10) Zone layout plan (minimum scale 1" = 20"):
- 342 (11) Provide 100 percent coverage and 100 percent overlap.
- 343 (12) Indicating head-type, specifications and spacing.
- 344 (13) Indicate location and details of rain sensor, second water meter, and rainwater
- 345 citrons; and
- 346 (14) Indicating methods used to achieve compliance with ~~eriseape~~ Florida Friendly
- 347 principles as required by F. S. § ~~166.048~~ 373.228.
- 348 (15) Efficient Irrigation Design. All new irrigation installations shall meet the irrigation
- 349 standards identified per §373.228, F.S. These include:
- 350 1. Irrigation systems, including the use of micro-irrigation as appropriate, shall be
- 351 designed to meet the needs of the plants in the landscape.
- 352 2. When feasible, irrigation systems shall be designed to separately serve turf and
- 353 non-turf areas.
- 354 3. The irrigation system plans, and specifications shall identify the material to be
- 355 used and the construction methods.
- 356 4. The design shall consider soil, slope and other site characteristics in order to
- 357 minimize water waste, including overspray, the watering of all impervious
- 358 surfaces and other non-vegetated areas, and off-site runoff.
- 359 5. The system shall be designed to minimize free flow conditions in case of
- 360 damage or other mechanical failure.
- 361 6. The system shall be designed to use the lowest quality water feasible.
- 362 7. Rain switches or other approved devices, such as soil moisture sensors to
- 363 prevent unnecessary irrigation, shall be incorporated. (Section 373.62, F.S.)
- 364 9. A recommended seasonal operating schedule and average precipitation rate for
- 365 each irrigation zone for both establishment and maintenance conditions shall
- 366 be provided.
- 367 10. Control systems shall provide the following minimum capabilities:
- 368 i. Ability to be programmed in minutes, by day of week, season, time of
- 369 day.

- 370 ii. Ability to accommodate multiple start times and programs,
- 371 iii. Automatic shut off after adequate rainfall,
- 372 iv. Ability to maintain time during power outages for a minimum of three
- 373 (3) days, and
- 374 v. Operational flexibility to meet applicable year-round water
- 375 conservation requirements and temporary water shortage restrictions.
- 376 11. Recommended maintenance activities and schedules shall be included.
- 377 12. Precipitation rates for sprinklers and all other emitters in the same zone shall
- 378 be matched, except that micro irrigation emitters may be specified to meet the
- 379 requirements of individual plants.
- 380 13. Irrigation systems shall be designed to maximize uniformity, considering
- 381 factors such as:
- 382 i. Emitter types.
- 383 ii. Head spacing.
- 384 iii. Sprinkler pattern.
- 385 iv. Water pressure at the emitter.
- 386 14. Irrigation systems with main lines larger than two (2) inches or designed to
- 387 supply more than seventy (70) gallons per minute shall incorporate a means to
- 388 measure irrigation water use, at a minimum of ninety-five (95) percent
- 389 accuracy across the flow range.
- 390 15. Irrigation system plans and specifications shall require the system installer to
- 391 conduct final testing and adjustments to achieve design specifications prior to
- 392 completion of the system and acceptance by the owner or owner's
- 393 representative.
- 394 16. The irrigation system shall be designed to correlate to the organization plants
- 395 into zones as described in section 12-102 above. The water use zones shall be
- 396 shown in the irrigation plan. All plants (including turf) require watering during
- 397 establishment. Temporary facilities may be installed to facilitate establishment.
- 398 17. Rain shut-off switch equipment shall be required on automatic irrigation
- 399 systems to avoid irrigation during periods of sufficient soil moisture, in
- 400 accordance with Florida Law ([Section] 373.62, F.S.). Said equipment shall
- 401 consist of an automatic mechanical or electronic sensing device or switch that
- 402 will override the irrigation cycle of the sprinkler system when adequate rainfall
- 403 has occurred.
- 404 18. The installation of tracer wire along main lines and laterals shall be required to
- 405 permit easy location and prevent inadvertent cutting of pipes.
- 406 19. If the water supply for the irrigation system is from a well, a constant pressure
- 407 flow control device or pressure tank with adequate capacity shall be required to
- 408 minimum pump "cycling".

- 409 20. Check valves must be installed at irrigation heads as needed to prevent low
410 head drainage and puddling.
- 411 21. Nozzle precipitation rates for all heads within each valve circuit must be
412 matched to within twenty (20) percent of one another.
- 413 22. A pressure-regulating valve shall be installed and maintained if static service
414 pressure exceeds eighty (80) pounds per square inch. The pressure regulating
415 valve shall be located between the meter and the first point of division in the
416 pipe and set at a not more than fifty (50) pounds per square inch when
417 measured at the most elevated fixture in the structure served. This requirement
418 may be waived if satisfactory evidence is provided that high pressure is
419 necessary in the design and that no water will be wasted as a result of high-
420 pressure operation.
- 421 23. To assist the end user to operate the system property, in addition to the
422 minimum requirements of [Section] 373.228, F.S., the following are
423 encouraged to be provided to the owner at the time of installation. The map
424 shall be attached inside each irrigation controller or be kept in another readily
425 available location if it is not practical to insert into a small container.
- 426 1. Irrigation schedule information, with instructions for seasonal timer
427 and sensor changes;
- 428 2. Irrigation system plans and specifications including as-constructed
429 drawings, recommended maintenance activities and schedules;
- 430 3. Operations schedules, design precipitation rates, and instructions on
431 adjusting the systems to apply less water after the landscape is
432 established;
- 433 4. Maintenance schedule, water source, water shut-off method, and the
434 manufacturing operational guide for their irrigation controller;
- 435 5. To the extent feasible, similar information should be made available
436 for subsequent property transfers.
- 437 24. Reduced-pressure-principle backflow preventers shall be recertified
438 yearly.

439 **Sec. 90-87. - Installation of landscaping and irrigation.**

440 All landscaping and irrigation shall be installed according to accepted horticultural planting
441 procedures with the quality of plant materials as hereinafter described, including:

- 442 (1) Planting soil/topsoil shall be of the minimum quality as specified in the plant materials
443 section of this Code. All trees, palms, shrubs, and ground covers shall be planted with a
444 minimum of 12 inches or two times the root ball of planting soil around root ball. A
445 minimum of three inches of shredded, approved arsenic free, organic mulch or
446 groundcover shall be installed around each tree planting for a minimum of 18 inches
447 beyond its trunk in all directions, including palms, and throughout all hedge, shrub, and
448 groundcover planting. The use of mulch obtained from Melaleuca, Eucalyptus, or other

449 invasive plant species is encouraged in order to reduce their impact on the environment
450 and to preserve the remaining native plant communities.

451 (2) All trees/palms shall be properly guyed and staked at the time of planting until one year
452 from landscape final or establishment. The use of nails, wire or rope, or any other
453 method which damages the trees or palm, is prohibited. All plants shall be installed so
454 that the top of the root ball remains even with the soil grade or ten percent of the root
455 flare is visible above the surrounding grade. All synthetic string, synthetic burlap, cords,
456 or wire baskets shall be removed before planting. 90-87(3)

457 (3) All parking islands, medians, and other landscape areas shall be installed with
458 continuous Type "D" curbing to prevent damage to the plant material and the
459 displacement of topsoil and mulch. Also, all landscape islands, divider medians, and
460 planters shall be excavated of limerock and/or compacted soil to a depth of 30 inches
461 and backfilled with specified planting mix to the top of curb. Additionally, all areas
462 along buildings shall be excavated to a depth of 12 inches and backfilled with specified
463 planting mix. No mulch shall be permitted in adjacent swales or right-of-way.

464 (4) *Reserved.*

465 (5) All proposed multi-trunk trees shall have a minimum of three trunks with no more than
466 five trunks of equal diameters originating from the base of the tree and with angles no
467 greater than forty-five (45) degrees.

468 *NOTE:* The town can require either multi-trunk or single trunk on certain trees.

469 (6) All proposed trees and palms shall not be planted under roof over hangs or balconies.

470 (7) All proposed trees and palms within or overhanging pedestrian areas shall have a clear
471 trunk high enough to allow unobstructed pedestrian movement under or around.

472 ~~All proposed landscaping shall be installed with fertilizer which has trace minor
473 elements in addition to a minimum six percent Nitrogen (N) — six percent Phosphorus
474 (P) — six percent Potassium (K) of which 50 percent of the nitrogen must be derived
475 from an organic source. *Reserved.*~~

476 (9) All proposed tot lots or pools shall be required to have a minimum shade requirement to
477 allow persons to seek refuge from the sun.

478 (10) Salt tolerant plant species are encouraged in all areas of the town.

479 (11) The concepts of Green Building Design and LEED are encouraged to help reduce
480 water consumption, decrease fossil fuel burning, channel breezes, assist in cooling,
481 create more pervious areas for drainage and promote more environmentally conscious.

482 (12) All plant root ball sizes shall conform or exceeded the minimum standards in the
483 current edition of Florida Grades and Standards.

484 (13) All landscape areas with the exception of H30A, H30B and H30C (for single
485 family and two family only) shall be provided with an automatically operating,
486 underground, and rust free irrigation system designed to have 100 percent coverage
487 with 100 percent overlap. Drip, trickle or other low-volume irrigations systems shall be
488 permitted if designated on approved landscape plans and approved by the town.

489 Irrigation systems shall be designed to minimize application of water to impervious
490 areas. All PVC risers shall be painted flat black.

491 a. Pursuant to F.S. § 373.62, any irrigation system installed after May 1, 1991,
492 shall install a rain sensor device or switch which will override the irrigation
493 cycle of the sprinkler system when adequate rainfall has occurred.

494 b. Use of non-potable water, including, but not limited to, water from a canal,
495 lake or a treated water source, in the irrigation of landscaped areas is required
496 when determined to be available and safe.

497 c. Automatic controlling devices shall be used on all irrigation systems.

498 i. Preserved native habitats or native plant communities shall not be
499 irrigated unless required by the town.

500 ii. Recommend the use of a second water meter for irrigation to help
501 reduce the cost of the watering the landscape.

502 *NOTE:* The sewer usage cost is eliminated with this added meter.

503 iii. Encourage the use of rainwater cisterns to help save water, one of our
504 greatest natural resources. Also, rainwater cisterns will help on
505 reducing watering costs and the impacts of water restrictions on the
506 landscaping. Cisterns shall be provided below grade and are permitted
507 in all zoning districts.

508 (14) Inspections of sites for landscape and irrigation installation:

509 a. A pre-inspection of the site with the landscape and irrigation contractor will be
510 required to discuss all the town requirements, answer any questions and
511 determine site conditions for appropriate use and selection of landscape
512 material prior to installation.

513 b. A final landscape and irrigation inspection will be required upon completion.

514 **Sec. 90-88. - Maintenance of landscaped areas.**

515 (1) An owner of land subject to this Code shall be responsible for the maintenance of said land
516 and landscaping so as to present a healthy, vigorous and neat appearance free from refuse
517 and debris. All landscaped areas shall be sufficiently fertilized and irrigated to maintain the
518 plant material in a healthy and viable condition.

519 ~~*NOTE:* All fertilizer shall be safe and environmentally friendly. Also, the applications shall
520 conform to the manufacturer's specifications.~~

521 (2) Florida Friendly Fertilizer Use To regulate the proper use of fertilizers by any person who
522 applies fertilizer on turf and/or landscape or plants; requires proper training of commercial
523 and institutional fertilizer applicators; establishes training and licensing requirements;
524 establishes a prohibited application period; specifies allowable application fertilizer
525 application rates and methods, fertilizer-free and low maintenance zones, and exceptions. It
526 requires the use of Best Management Practices for the application of fertilizer to minimize

527 negative environmental effects associated with excessive nutrients in water bodies. These
528 environmental effects have been observed in Dade County's natural and constructed
529 stormwater conveyances, canals, lakes, estuaries and other water bodies. Collectively, these
530 water bodies are an important asset to the environmental, recreational, cultural and
531 economic well-being of Town of Surfside residents and their public health. Overgrowth of
532 algae and vegetation hinder the effectiveness of flood attenuation provided by natural and
533 constructed stormwater conveyances. Regulation of nutrients, including both phosphorus
534 and nitrogen contained in fertilizer, is anticipated to help improve and maintain water and
535 habitat quality.

536 Timing of fertilizer applications.

537 (1) No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf
538 and/or landscape plants during the time period in which a flood watch or warning, a
539 tropical storm watch or warning, or a hurricane watch or warning is in effect for any
540 portion of Town of Surfside, issued by the National Weather Service.

541 (2) No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf
542 and/or landscape plants if heavy rain two inches or more within a 24-hour period is
543 likely.

544 (3) No applicator shall apply fertilizers containing nitrogen and/or phosphorus to
545 saturated soils.

546 (4) Fertilizer containing nitrogen and/or phosphorus shall not be applied before seeding
547 or sodding a site and shall not be applied for the first 30 days after seeding or
548 sodding, except when hydro-seeding for temporary or permanent erosion control in
549 an emergency situation (wildfire, etc), or in accordance with the stormwater
550 pollution prevent plan for the site.

551 Fertilizer free zones.

552 Fertilizer shall not be applied within ten feet of any water body or canal as defined by the
553 Florida Department of Environmental Protection in Chapter 62-340, Florida
554 Administrative Code, or from the top of a seawall or lake bulkhead. Newly planted turf or
555 landscape plants may be fertilized in this zone only for a 60-day period beginning no
556 sooner than 30 days after planting if needed to allow the vegetation to become well
557 established. Caution shall be used to prevent direct deposition of fertilizer into the water.

558 Fertilizer content and application rates.

559 (1) Fertilizers applied to turf shall be applied in accordance with requirements and
560 directions provided by Rule 5E-1.003(2), Florida Administrative Code, Labeling
561 Requirements for Urban Turf Fertilizers. Under Rule 5E-1.003(2), Florida
562 Administrative Code, required application rate and frequency maximums, which
563 vary by plant and turf types, are found on the labeled fertilizer bag or container.

564 (2) Nitrogen or phosphorus fertilizer shall not be applied to turf or landscape plants
565 except as provided in subsection (1) above for turf, or in UF/IFAS recommendations

566 for landscape plants, vegetable gardens, and fruit trees and shrubs, unless a soil or
567 tissue deficiency has been verified by an approved test.

568 (3) Fertilizer used for sports turf at golf courses shall be applied in accordance with the
569 recommendations in "Best Management Practices for the Enhancement of
570 Environmental Quality on Florida Golf Courses," published by the Florida
571 Department of Environmental Protection, dated January 2007, as may be amended.
572 Fertilizer used at park or athletic fields shall be applied in accordance with Rule 5E-
573 1.003(2), Florida Administrative Code.

574 Fertilizer application practices.

575 (1) Spreader deflector shields shall be used when fertilizing via rotary (broadcast)
576 spreaders. Deflectors must be positioned such that fertilizer granules are deflected
577 away from all impervious surfaces, fertilizer-free zones and water bodies, including
578 wetlands. Any fertilizer applied, spilled or deposited, either intentionally or
579 accidentally, on any impervious surface shall be immediately and completely
580 removed to the greatest extent practicable.

581 (2) Fertilizer released on an impervious surface must be immediately contained and
582 either legally applied to turf or any other legal site or returned to the original or other
583 appropriate container.

584 (3) In no case shall fertilizer be washed, swept, or blown off impervious surfaces into
585 stormwater drains, ditches, conveyances, or water bodies.

586 (4) Property owners and managers are encouraged to use an Integrated Pest Management
587 (IPM) strategy as currently recommended by the University of Florida Cooperative
588 Extension Service publications.

589 Training.

590 (1) All commercial and institutional applicators of fertilizer shall abide by and
591 successfully complete the six-hour training program in the "Florida-Friendly Best
592 Management Practices for Protection of Water Resources by the Green Industries"
593 offered by the Florida Department of Environmental Protection through the
594 University of Florida/Broward County Cooperative Extension Service "Florida-
595 Friendly Landscapes" program or an approved equivalent program. A trained
596 applicator shall have identification or other evidence of successful completion of the
597 training program on their person at all times while applying fertilizer.

598 (2) Non-commercial and non-institutional applicators not otherwise required to be
599 certified, such as private citizens on their own residential property, are encouraged to
600 follow the recommendations of the University of Florida/IFAS "Florida-Friendly
601 Landscape Program" and label instructions when applying fertilizers.

602 Licensing of commercial applicators.

603 (1) All businesses applying fertilizer to turf or landscape plants (including, but not
604 limited to, residential lawns, golf courses, commercial properties, multi-family and
605 condominium properties) must ensure that the business owner or his/her designee

606 and at least (1) employee holds the appropriate "Florida-Friendly Best Management
607 Practices for Protection of Water Resources by the Green Industries" training
608 certificate prior to the business owner obtaining a Town business tax receipt.
609 Standard business tax receipt (BTR) and transaction fees shall apply. Owners for any
610 category of occupation which may apply any fertilizer to Turf and/or Landscape
611 Plants shall provide proof of completion of the program to the Town of Surfside. It is
612 the responsibility of the business owner to maintain the "Florida-Friendly Best
613 Management Practices for Protection of Water Resources by the Green Industries"
614 certificate to receive their business tax receipt annually.

615 (2) After adoption of this ordinance, all commercial applicators of fertilizer within the
616 Town of Surfside, shall have and carry in their possession at all times when applying
617 fertilizer, evidence of certification by the Florida Department of Agriculture and
618 Consumer Services as a Commercial Fertilizer Applicator per Rule 5E-14.117(18),
619 Florida Administrative Code.

620 (3) Pesticide Management.

621 1. All landscape applications of pesticides, including "Weed and Feed" products, for
622 hire shall be made in accordance with State and Federal Law and with the most
623 current version of the Florida-Friendly Best Management Practices for Protection of
624 Water Resources by the Green Industries, as amended.

625 2. When using pesticides, all label instructions of State and Federal law shall be
626 adhered to. The Florida Department of Agriculture and Consumer Services is
627 responsible for enforcement of pesticide laws.

628 (4) Management of grass clippings and vegetative matter.

629 In no case shall grass clippings, vegetative material, and/or vegetative debris intentionally
630 be washed, swept or blown on to or into storm-water drains, ditches, conveyances, water
631 bodies, wetlands, sidewalks or roadways. Any material that is accidentally so deposited
632 shall be immediately removed to the maximum extent practicable.

633 ~~(2)~~ (5) Three inches of clean, weed-free, arsenic free, organic mulch shall be maintained over all
634 areas originally mulched at all times. Turfgrass shall be kept trimmed and/or mowed
635 regularly to a height not exceeding eight inches above the ground. The use of mulch in
636 swales or right-of-way is prohibited.

637 *NOTE:* If weeds, noxious grasses or underbrush are in excess of the eight inches; it too will
638 need to be cut and the weeds, noxious grasses and underbrush removed and re-sodded if
639 necessary.

640 ~~(3)~~ (6) Irrigation systems shall be maintained to eliminate water loss due to damaged, missing or
641 improperly operating sprinkler heads, emitters, pipes and all other portions of the irrigation
642 system.

643 ~~(4)~~ (7) Preserved and created native plant communities shall be maintained in a natural state
644 without the use of mechanical equipment.

645 ~~(5)~~ (8) An owner is responsible to ensure that landscaping that has been required to be planted
646 pursuant to this Code, or installed in compliance with the landscape requirements previously

647 in effect, be maintained in Florida Grade One condition, including but not limited to single-
648 family residences, multifamily, or business sites. If landscaping is found to be in a state of
649 decline, dead, damaged, or missing, it must be replaced with equivalent landscape material.
650 If total replacement is required, species conforming to this Code shall be used. If any
651 preserved vegetation dies which is being used to satisfy current landscape code
652 requirements, such vegetation shall be replaced with the same landscape material selected
653 from nursery-grown native stock only.

654 ~~(6)~~ (9) All trees shall be trimmed in accordance to Miami-Dade County tree preservation code.
655 Any type of tree abuse/hatracking is prohibited with in the Town.

656 ~~(7)~~ (10) Any trees and/or palms that are diseased (including dead palms with lethal yellowing) or
657 trees and/or palms causing a possible safety hazard as determined by the town are
658 considered to be a public nuisance. The town shall enforce the provisions of this section.
659 Any property owner of any lot or parcel of land in the town shall promptly remove any such
660 tree and/or palm after being notified by the town. The town is authorized and empowered to
661 enter on any lot or parcel of land in the town at any reasonable hour for the purpose of
662 inspecting such trees and/or palms.

663 ~~(8)~~ (11) Shrubs and hedges shall be maintained that such plant materials do not obstruct clear
664 sight triangles and promote vehicular and pedestrian visibility. Also, hedges planted along
665 property lines shall be maintained and trimmed to prevent branches from extending over
666 and/or touching structures on adjacent properties.

667 ~~(9)~~ (12) Any plastic or similar artificial landscape materials shall be prohibited with the
668 exception of seasonal holiday decorative displays of less than 60 days duration.

669 ~~(10)~~ (13) All property owners shall keep such property and the adjoining unpaved portions of the
670 public rights-of-way, swales and bulkheads clean and free from any accumulation of
671 garbage, trash, liter or debris.

672 ~~(11)~~ (14) All property owners with in the town shall not permit unattended vegetation upon the
673 property, adjoining portions of the rights-of-ways, swales and canal banks.

674 ~~(12)~~ (15) All non-compliance with section of the ordinance shall be enforced in accordance with
675 the Town's Code Enforcement Rules and Regulations.

676 ***

677 **Sec. 90-90. - Vegetative provisions.**

678 ***90-90-1 ~~Xeriscape~~ Florida Friendly.***

679 (1) A minimum of 20 percent of the pervious area on single family and duplex dwellings
680 must be in ~~xeriscape~~ Florida Friendly landscape.

681 (2) A minimum of 40 percent of the pervious area of multifamily dwellings must be
682 ~~xeriscape~~ Florida Friendly landscape.

683 (3) A minimum of 50 percent of the pervious area of all other development uses must be
684 in ~~xeriscape~~ Florida Friendly landscape.

685 ***90-90.2 Use of site specific plant material:***

686 Plants used in the landscape design shall be to the greatest extent, appropriate to the soil
687 and other environmental conditions in which they are planted.

688 ***90-90.3 Invasive exotic plant material:***

689 As a condition of approval, the property owner shall remove all invasive exotic species
690 from the property prior to final.

691 **Sec. 90-91. - Landscape buffer areas between residential and non-residential properties and**
692 **vehicular use areas.**

693 ***90-91.1 Applicability:***

694 All proposed development or redevelopment sites and vehicular use areas serving H30C,
695 H40, H120, or municipal uses shall conform to the minimum landscaping requirements
696 hereinafter provided. Interior parking landscape requirements under or within buildings and
697 parking areas serving H30A and H30B districts are exempt. Additionally, SD-B40 shall be
698 exempt. Expansive concrete or paver areas shall require landscaping to soften and scale the
699 buildings.

700 ***90-91.2 Required buffer landscaping adjacent to streets and abutting properties:***

701 On any proposed, redeveloped site, or open lot providing a vehicular use area for H30C,
702 H40, H120, adjacent or contiguous to H40, or municipal plots where such area is abutting
703 street(s) and/or property lines, including dedicated alleys, landscaping shall be provided
704 between such area and such perimeters as follows:

- 705 (1) A flat ground level or bermed strip of land at least ten feet in depth, located along all
706 the property lines of abutting street(s) and abutting property line(s) shall be
707 landscaped. Such landscaping shall include three trees for each 50 linear feet or
708 fraction thereof. The first tree shall be set back from the intersection of the
709 ingress/egress and the street. The setback area shall be limited to groundcover only.
710 In addition, a hedge, berm, wall or other durable landscape barrier shall not create a
711 sight hazard by being placed along the inside perimeter of such landscape strip and
712 shall be maintained at a maximum height of three feet, if contiguous to a pedestrian
713 walkway, to meet crime prevention through environmental design (CPTED)
714 principles. If such durable barriers including walls or fences are of nonliving
715 material, it shall be screened to the height of the durable barrier with a hedge along
716 the street side of such barrier. If a fence or wall is utilized along an abutting property
717 line it must be installed at the property line and screened to the height of the durable
718 barrier with a hedge from the inside. The remainder of the required landscape area
719 shall be landscaped with turf grass, groundcover or other landscape treatment,
720 excluding paving, turf grass not to exceed the maximum amount allowable in the
721 ~~landscape~~ Florida Friendly requirements. This buffer may not be counted toward
722 meeting the interior landscape requirements.
- 723 (2) All property other than the required landscaped strip lying between the streets and
724 abutting property lines shall be landscaped with turf grass or other groundcover; if
725 turf grass is used, it shall not exceed the ~~landscape~~ Florida Friendly requirements.
- 726 (3) All town approved necessary accessways from the public street through all such
727 landscaping shall be permitted to service the site.

728 (4) Parking area interior landscaping. An area, or a combination of areas, equal to 20
729 percent of the total vehicular use area exclusive of perimeter landscape buffers
730 required under this subsection shall be devoted to interior landscaping. Any
731 perimeter landscaping provided in excess of that required by this section shall be
732 counted as part of the interior landscaping requirements, as long as such landscaping
733 is contiguous to the vehicular use area and fulfills the objective of this subsection.

734 (5) All parking areas shall be so arranged so that if there are ten or less contiguous
735 parking stalls along the same parking aisle, the eleventh space shall be a landscaped
736 peninsula a minimum of 11 feet in width with a minimum of ten feet wide landscape
737 area. Also, all rows of parking shall be terminated with 11 feet in width landscape
738 islands with ten feet wide landscape area. In addition, there shall be a minimum
739 requirement of one shade tree and 25 shrubs planted for every landscaped island. If
740 landscaped divider medians are utilized, they must be a minimum of six feet wide.
741 The minimum dimensions of all proposed landscaped areas not mentioned in this
742 chapter shall be six feet wide. In addition, any town approved grass parking areas
743 will meet the same requirements as paved parking and will not be calculated in the
744 pervious space requirements.

745 (6) Landscaped areas, walls, structures and walks shall require protection from vehicular
746 encroachment through appropriate wheel stops or curbs located a minimum of
747 2½feet from any landscaped area

748 *NOTE:* The town encourages the use of Type "D" curbing in parking area that abut
749 landscape areas to provide more green area and lessen the chance of tripping
750 hazards. This cannot be utilized to count for buffer or divider median requirements
751 but can be utilized for pervious and landscaping in the VUA percentages.

752 (7) Where any plot zoned or used for H120 is contiguous to the bulkhead line, a
753 landscape area consisting of the bulkhead line, the erosion control line, and the
754 property lines shall be provided or restored. The proposed landscape material for the
755 required landscape area shall be 100 percent landscape material used on the barrier
756 island dune system and shall be composed of native plants adapted to the soil and
757 climatic conditions occurring on-site. Additionally, all plant species, amount of plant
758 material, plant spacing and design shall be approved by the town.

759 **Sec. 90-92. - Reserved.**

760 **Sec. 90-93. - Open space.**

761 All open space on any site shall conform to the following requirements:

762 (1) *General landscape treatment:*

763 a. Groundcover, shrubs, and other landscape materials (not including rocks,
764 gravel, pavers, turf blocks, artificial turf, or other items) shall be installed to
765 cover all open space areas not covered by paving or structures, using the
766 required percentages specified in the plant material section. No substance
767 including rocks, gravel, pavers, turf blocks, artificial turf or other materials
768 which prevents water percolation shall be used in areas not approved for

769 paving or structures. Proper horticultural planting practices shall comply with
770 ~~landscape~~ Florida Friendly requirements.

771 b. Along all buildings and structures, mature landscaping at installation shall be
772 installed at one-half the height of the building or structure at one tree per 25
773 linear feet of each building's facade on all sides for scaling and softening. On
774 buildings over 75 feet in height the proposed trees/palms shall be at least 35
775 to 38 feet tall at time of installation.

776 *NOTE:* If the landscape buffer is contiguous to the building then the
777 landscape buffer requirement will supersede, with the exception of one tree
778 per 25 feet being one-half the height of the building at installation.
779 Additionally, shrubs and groundcovers shall be added to enhance the
780 building. In all districts except the SD-B40 district, a minimum six-foot-wide
781 landscape strip shall be provided not including overhands or awnings around
782 all the buildings.

783 (2) *Shrub and tree requirements:* Shrubs and trees shall be planted in the open spaces to
784 meet the following requirements:

Percent of Site in Open Space (Amount of Pervious Landscape Planting Area)	Tree and Shrub Requirements
Less than 30%	1 tree and 10 shrubs per 1,000 sf
30—39%	1 tree and 8 shrubs per 1,500 sf
40—49%	1 tree and 6 shrubs per 2,000 sf
50% or more	1 tree and 6 shrubs per 2,500 sf

785 (3) *Screening of equipment:* Dumpsters, mechanical equipment, A/C units, electrical
786 transformers, generators and all above ground equipment shall be screened on at
787 least three sides by landscape material that equal to the height of the element at
788 installation. Such screening shall not interfere with normal operation of equipment
789 and shall be maintained at the height of the element or no more than one foot above.
790 In addition, bus shelters which are located within property lines shall be screened
791 with plant material a minimum of two feet in height on three sides, and one canopy
792 tree, 14 feet in height or three palms.

793 (4) *Signs:* All freestanding sign installations require the installation and establishment of
794 plant material to enhance the structure, at a minimum of one shrub for every two feet
795 of lineal width of the sign structure on each side; and groundcover, a minimum of

796 five feet around the perimeter of the sign base, designed in such a manner so as to
797 not block the message on the sign. Trees or palms shall be required to enhance the
798 sign with blocking it.

799 (5) *Minimum landscape credits and adjustments:* An owner shall receive credit against
800 the minimum landscape code requirements of this Code for preservation,
801 replacement or relocation of existing trees as determined by the town.

802 ***

803 **Sec. 90-95. - Single-family H30A and H30B district landscape requirements.**

804 All new H30A and H30B dwellings shall conform to the following minimum landscaping
805 requirements:

806 (1) *Landscape plans:* H30A and H30B dwellings may submit landscape plans in the form
807 of a H30A and H30B landscape data table, on a form provided by the town at time of
808 permit application for review. This form shall include the required minimum landscape
809 requirements, specifications and acceptable plant material choices to be chosen by the
810 applicant. After the applicant has submitted a completed and signed form, a review of
811 the form will be done to verify that all the requirements have been met. Landscape
812 drawings are not required for H30A and H30B dwellings, however, plans are
813 recommended.

814 (2) *General landscape treatment:* Trees, turf grass, groundcover, shrubs and other
815 decorative landscape material shall be used to cover all disturbed ground not covered by
816 building and paving; with ~~landscape~~ Florida Friendly to be a minimum of 20 percent of
817 the open space of the site.

818 (3) *Shrub and tree requirements:*

819 a. A minimum of five trees of two different species and 25 shrubs shall be
820 planted per lot. On corner lots an additional one tree and 10 shrubs shall be
821 required. For all lots larger than 8,000 square feet in area, additional shrubs
822 and trees shall be provided at the rate of one tree and ten shrubs per 2,000
823 square feet of lot area; however, there shall be no more than 15 trees and 100
824 shrubs required per acre.

825 b. Where possible, a minimum of two trees shall be required in the front of the
826 lot. Shrubs shall be incorporated in a manner on the site so as to be a visual
827 screen for mechanical equipment or other accessories to the residence.

828 c. The required shade tree in this subsection shall be a minimum of 30 percent at
829 an overall height of 12 feet to 14 feet with a minimum canopy spread of five
830 feet and a DBH of 2½ inches. The small trees can be a maximum of 30 percent
831 at 12 to 14 feet and minimum canopy spread of six feet and DBH of 2½ inches.
832 Palm trees shall have a minimum of six feet of grey wood or clear wood and
833 are counted as three for one (unless from the one for one list) and total palms
834 can not make up more than 40 percent of the total trees.

835 d. Street trees are required and additional to this subsection. Refer to plant
836 material section for street tree requirements.

837

838 **Section 3.** **Codification.** It is the intent of the Town Commission that the provisions
839 of this ordinance shall become and be made a part of the Town’s Code of Ordinances, and that
840 the sections of this Ordinance may be renumbered or relettered, and the word “ordinance” may
841 be changed to “section,” “article,” “regulation,” or such other appropriate word or phrase in
842 order to accomplish such intentions.

843 **Section 4.** **Severability.** The provisions of this Ordinance are declared to be
844 severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be
845 held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining
846 sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it
847 being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any
848 part.

849 **Section 5.** **Conflicts.** All ordinances or parts of ordinances, resolutions or parts of
850 resolutions, in conflict herewith, are repealed to the extent of such conflict.

851 **Section 6.** **Effective Date.** This Ordinance shall become effective immediately upon
852 final adoption on second reading.

853

[THIS SPACE INTENTIONALLY LEFT BLANK]

855

856 **PASSED** on first reading on the _____ day of _____, 2019.

857 **PASSED AND ADOPTED** on second reading on the _ day of _____, 2019.

858 **On Final Reading Moved By:** _____

859 **On Final Reading Second By:** _____

860 **FINAL VOTE ON ADOPTION**

861 Commissioner Barry Cohen _____

862 Commissioner Michael Karukin _____

863 Commissioner Tina Paul _____

864 Vice Mayor Daniel Gielchinsky _____

865 Mayor Daniel Dietch _____

866

867

868

869 _____
Daniel Dietch

870 Mayor

871 **ATTEST:**

872

873

874 _____

875 Sandra Novoa, MMC

876 Town Clerk

877

878 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**
879 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

880

881

882 _____

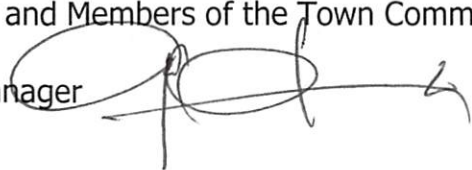
883 Weiss Serota Helfman Cole & Bierman, P.L.

884 Town Attorney



MEMORANDUM

ITEM NO. 5A

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager 
Date: May 14, 2019
Subject: Parking Utilization Analysis

At the January 8, 2019 Town Commission Meeting, the Administration provided a Memorandum titled Parking Analysis (Attachment A). Direction was given, in a vote of 3:1, to move forward with *Option 1: Authorize a parking demand study tailored to Surfside that will include peak and average demands.*

Focusing on the three downtown parking lots (Abbott Avenue, 94th Street and Post Office), the updated parking demand analysis and study will provide new peak demand data from the parking study information previously prepared in 2012.

With the approval of the accompanying Work Authorization No. 121, Calvin, Giordano & Associates, Inc. (CGA) will review the parking utilization data collected on 03/22/19 and 03/23/19, conduct utilization counts in July, and define the peak utilization observed at each parking lot during the defined time periods. CGA will summarize the parking data collection, parking data analysis and other key elements of the parking evaluation in memorandum format using figures and tables as necessary.

The \$52,048.08 funding for this initiative will be provided from the Municipal Parking Fund, an enterprise fund, and not ad valorem taxes.

Existing staff will be available as a resource to CGA as necessary. Other involvement will be determined by the Town Commission actions directed once the draft parking study is reviewed.

The accompanying resolution authorizes the Town Manager to execute CGA's Work Authorization No. 121 in the not to exceed amount of \$52,048.08.

Reviewed by

Prepared by






MEMORANDUM

ITEM NO.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Guillermo Olmedillo, Town Manager 

Date: January 8, 2019

Subject: Parking Analysis

The purpose of this memorandum is to summarize research on current best practices in parking reduction, in order to assist the Town Commission in determining the appropriate ratios of parking that can make land utilization more efficient in the Town.

Background

For decades, most municipal land development codes have included minimum parking requirements. *However, most minimum standards are not based on research of local or context-sensitive conditions but rather on peak parking demand data collected from all over the world and summarized in the Institute of Transportation Engineers' (ITE) Parking Generation Manual.* The result is that development projects are required to provide parking spaces in numbers that exceed realistic demand based on their particular conditions and many parking spaces are, consequently, vastly underused.

Building parking spaces are expensive and inefficient, especially where land values are high. Typically, each parking space can add \$25,000 to \$50,000 to the cost of construction and it also takes up a lot of land when you add the space taken up by spaces, lanes, ramps, etc.

Donald Shoup's and other urbanists' decades-long case against parking requirements –backed by a growing body of research and case studies — has led a number of jurisdictions around the country to rethink minimum parking requirements, either reducing or even abandoning them altogether.

Communities, are acknowledging that emerging transportation technologies and services such as ride-sharing are changing the way people move around and having a significant impact on parking demand. Parking experts predict that parking demand could go down by up to 40 percent across the U.S. as a result. Parking reform has become a proven approach to help create more efficient development patterns in support of a variety of community goals, while preparing for a future of car-sharing and driverless vehicles.

Many smaller municipalities have also had success reducing nonresidential minimum off-street parking requirements in their central business districts. This memorandum examines parking reduction strategies in some of these case studies.

Review of Best Practices

Approaches to reforming parking requirements vary significantly from community to community, ranging from reduced minimum requirements, to setting parking maximums, to complete parking deregulation. According to most experts, the optimal approach to each city is somewhere in between the two extremes. In smaller jurisdictions, reduced parking requirements are found to be more appropriate in downtown locations or business districts where space is at a premium, congestion is most severe, more transit options are available, and the community wants to promote an active pedestrian environment.

Many communities that move to a minimum-maximum parking requirement range find such approach offers several benefits, including the opportunity to simplify the requirement by reducing the number of districts, by offering a range of allowed parking that may be tailored to fit the specific needs of a business based on actual building location and constraints of the site, and by accommodating future changes to parking demand. This approach also offers greater flexibility for leasing tenant spaces. For restaurants, reduced requirements work well when they are based on the size of a restaurant and not on the number of seats. Reductions work best when they are coupled with shared parking provisions, or exemption for small square-footage projects.

For central business districts and downtowns, many communities are finding that eliminating minimum requirements entirely is the optimal approach.

The following is a sample of approaches adopted or considered by communities of different sizes and character around the country.

Alexandria, VA – For the past 3 years, the City conducted a comprehensive study to “right-size” commercial parking standards. The recommended approach was to distinguish parking required for development within the City’s “enhanced transit area” (ETA) versus parking required for development beyond that area, while introducing reduced minimums and new maximums. Below are the requirements recommended by land use for the enhanced transit area, as summarized in a staff report to the Planning Commission and City Council.

Land Use	Hotel		Office		Retail		Restaurant	
	Min	Max	Min	Max	Min	Max	Min	Max
	Per room		Per 1,000 sf		Per 1,000 sf		Per 1,000 sf	
Within ETA	0.2	0.4	0.25	1.5	.25	3.0	1.0	3.0
Beyond ETA	0.25	0.7	0.75	2.25	0.75	4.0	1.0	4.0

Sacramento, CA – The City of Sacramento took advantage of a zoning code overhaul in 2009 to revamp its parking requirements. Key recommendations included adjusting requirements to be context sensitive to urban form; simplifying parking requirements across categories, exempting nonresidential uses from minimum parking requirements on some lots less than 6,400 sf or within

mixed use developments, allowing greater flexibility in parking dimensions, and permitting shared parking.

Area	Parking Requirement	
	Office and Retail Ratio per 1,000 sf	Hotel Ratio per Guest Room
CBD	No min; max 1 sp/400 gsf max	No min / 1 sp/400 gsf max
Urban	0.5 min / no max	No min
Traditional	2 min / 4 max	Min 0.25, plus parking for services
Suburban	2.5 min / 4 max	Min 0.25, plus parking for services

Punta Gorda, FL – The City of Punta Gorda has reduced parking requirements in the City Center, its traditional downtown, to 1 space per 1,000 sf of nonresidential space and 1 space per residential unit. In addition, the code contains a parking exemption area of 7 blocks nested within the City Center where any development with a building footprint of up to 10,000 sf (up to 5 stories) is not required to provide parking. Outside the City Center, the City has set maximum requirements.

Clearwater, FL – The City of Clearwater eliminated parking minimums and loading zone requirements for the majority of land uses in its downtown, even reducing the requirement for attached residential dwellings (now 1 space per unit) and hotels (now 0.75 spaces per room). The City has shared parking provisions.

New Orleans, LA – In addition to reduced requirements, the City of New Orleans includes a parking maximum that applies to surface parking lots citywide (except in four zoning districts) and promotes the reuse of existing structures by allowing for the grandfathered deficiency of parking spaces of an immediate prior legal use. All uses in the Historic Core Neighborhood and Central Business Districts are exempt from parking requirements. Also, the first several thousand square feet in gross floor area of commercial uses in specific districts are exempt from parking requirements. On-street parking counts toward parking requirements in several districts.

Use	Minimum Required Spaces
Hotel/motel	0.5 per room
Office	2 per 1,000 sf GFA
Retail Goods Establishment	2 per 1,000 sf GFA

Travelers Rest, SC – In the City of Travelers Rest, wherever off-street parking is required by district regulations, development must provide a minimum of 1 space per 1,000 sf of gross floor area and a maximum of 3 spaces per 1,000 sf of gross floor area. However, the Central Business District has no off-street or loading parking requirement.

Other Cities: Hotel Parking Ratios

- Annapolis, MD: 0.33 spaces per room + calculation for ancillary uses
- Falls Church, VA: 1 space per room + 0.1 spaces per every 10 rooms
- Montgomery County, MD: 0.33 spaces per room + 1 space per 500 sf of meeting space min / 1 space per room + 1 space per 100 sf of meeting space max
- Washington, DC: 0.5 spaces per 1,000 sf in excess of 3,000 sf
- Baltimore, MD: 0.125 spaces per room in high density zones, 1.0 in other zones

How does Surfside Compare?

The following is a compilation of minimum off-street parking standards that apply to hotels, office and professional service uses, and retail and commercial uses. The off-street parking requirements are included in Article VII, Division 1 of Chapter 90 (Zoning) of the Town's Code of Ordinances. Division 1 also includes provisions for allowing shared parking and joint use, as well as payment into a parking trust.

- Hotel – 1 space per guest room
- Suite-Hotels – 1.25 space per guest room
- Hotel and Suite Hotel ancillary uses
 - Meeting/banquet space – 100% of code required parking for place of public assembly for square footage in excess of 20 sf of GFA per hotel room
 - Restaurants – 1 space per 100 sf of GFA
- Retail store or personal service establishment – 1 space per 300 sf GFA
- Office or professional services use except financial institutions – 1 space per 400 sf GFA

Current Parking Requirements versus Availability

Below is an estimated parking analysis of the Town. Most parking for the Business District is provided by public parking. Based on the current code requirements, the existing public parking does not provide enough spaces to meet the code required number of parking spaces for the existing uses. Under the current Code requirements, businesses within the Business District should have a total of approximately 950 parking spaces. The Town currently has 6 parking lots and on-street spaces for a total of metered parking spaces of 641, approximately 60 spaces in the alley, and 123 spaces provided by Publix. When the required parking is compared to the amount of available parking, the Business District is lacking roughly 126 spaces. Additionally, there are 125 spaces that have been deferred through issuance of development orders.

Use Type	Code Required Parking
Restaurant Uses	343 Parking Spaces
Grocery, Fruit or Meat Market	136 Parking Spaces
Medical or Dental Uses	86 Parking Spaces
Retail Store or Professional Service Establishment	269 Parking Spaces
Office or Professional Service Use, except Financial Institutions	81 Parking Spaces
Financial Institutions	35 Parking Spaces
Total	950 Parking Spaces

Staff further performed an analysis of the existing hotels and condominiums approved in the past ten years. Below is an analysis of the required parking versus provided parking in the major applications. Per the code, there is a surplus of 126 parking spaces.

Project Name	Minimum Required	Provided	Surplus
Marriott	186	190	4
Grand Beach Hotel	369	384	15
Chateau Ocean Residence	168	180	12
Surf Club	568	663	95
Total	1,291	1,417	126

In conclusion, given the fact that the code required spaces was the result of standards published by the ITE's Parking Standards, rather than a factual analysis of the real "on the ground" demand, and the emergence of new technologies, I recommend that the Town Commission direct staff by providing policy direction as follows:

1. Authorize a parking demand study tailored to Surfside that will include peak and average demands.
2. Direct Staff to draft a new parking ordinance based on the above-mentioned parking demand study, creating minimum and maximum requirements.
3. Authorize Staff to explore the expansion of the required distance for the provision of "off street parking", and expand the concept of "shared parking".
4. Adopt new parking rates based on proximity, day of week and time of day.

Resources

Gander, Mark and Pace, Thomas (2013, January 24). "Parking Reform: how parking innovations can encourage transit- and pedestrian-friendly infill development." A webinar presented by the Urban Land Institute (ULI) Rose Center. Website: uli.org/wp-content/uploads/ULI-Documents/ParkingReform_finaldeck_020613.pdf

LeRoy, Ben. "Eliminating Parking Minimums." *Zoning Practice: Parking Reform*, Vol. 34, No. 6. June 2017.

Marcut, Adina. "Parking Demand Trends: The Impact of Transportation Network Cos." Commercial Property Executive. 02 April 2018. Website: www.cpexecutive.com/post/parking-demand-trends-the-impact-of-transportation-network-cos/

Puget Sound Regional Council. HIP Tool: Parking Reductions. Website: <https://www.psrc.org/parking-reductions>

Parking Standards for New Development Projects Study. Phase 2 – Commercial Uses. Office and Hotel Parking Ratio Summaries. City of Alexandria, VA. 12 May, 2017. Website: www.alexandriava.gov/uploadedFiles/2017-05-16%20TF%20Meeting%203%20Materials.pdf

San Diego Municipal Code, Chapter 14, Article 2, Division 5: Parking Regulations.

Shoup, Donald, (2104), "The High Cost of Minimum Parking Requirements," in Stephen Ison, Corinne Mulley (ed.), *Parking Issues and Policies (Transport and Sustainability, Volume 5)* Emerald Group Publishing Limited, 87-113.

Shoup, Donald. "Putting a Cap on Parking Requirements." *Planning Magazine*. May 2015: 28-30.

Steuteville, Robert. "Great Idea: Rethinking Parking." *Public Square* (A CNU Journal). 5 June 2017. Website: www.cnu.org/publicsquare/2017/06/05/great-idea-rethinking-parking

Willson, Richard. "Parking Reform Made Easy." *Access Magazine* (Number 43). Fall 2013.

RESOLUTION NO. 2019- ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NO. 121 WITH CALVIN GIORDANO & ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR A PARKING UTILIZATION STUDY; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 287.055, Florida Statutes (“Consultants’ Competitive Negotiation Act), the Town of Surfside (“Town”) entered into a Continuing Professional Services Agreement (the “Agreement”) with Calvin Giordano & Associates, Inc. (“Consultant”) for professional general architectural, engineering, and surveying and mapping services on October 6, 2014; and

WHEREAS, in accordance with the provisions of the Agreement, Consultant and the Town have agreed to enter into Work Authorization No. 121 (“Work Authorization”) attached hereto as Exhibit “A”, authorizing the Consultant to provide professional engineering services in connection with the preparation of a parking utilization study, including completing a parking analysis of the parking utilization data collected at the Town’s three (3) parking lots (“Services”); and

WHEREAS, the Work Authorization attached as Exhibit “A” provides for a scope of services detailing the Services to be provided by Consultant, as well as compensation for the Services in an amount not to exceed \$52,048.08; and

WHEREAS, Consultant has agreed to provide the Services described in the Work Authorization to be entered into with the Town; and

WHEREAS, the Town Commission finds that approval of the Work Authorization

between Consultant and the Town is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Work Authorization. The Work Authorization of the Consultant to provide the Services attached hereto as Exhibit “A,” as acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved. The Town Manager is authorized to execute the Work Authorization attached hereto as Exhibit “A” on behalf of the Town.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee are authorized to take all actions necessary to implement the terms and conditions of the Work Authorization.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14th day of May, 2019.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen _____
Commissioner Michael Karukin _____
Commissioner Tina Paul _____
Vice Mayor Daniel Gielchinsky _____
Mayor Daniel Dietch _____

Attest

Daniel Dietch, Mayor

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

April 19, 2019

Mr. Guillermo Olmedillo
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 121
Surfside Parking Utilization Study
CGA Proposal No. 19-2891.1

Dear Mr. Olmedillo,

Enclosed for your review and approval is Work Authorization No. 121 for Surfside Parking Utilization Study. The scope of the project includes completing a parking analysis of the parking utilization data collected at three parking lots in the Town of Surfside as part of a parking utilization study.

The Scope of Services to be furnished under this Work Authorization includes Traffic Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed \$52,048.08.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Chris Giordano
Vice President

- Building Code Services
- Civil Engineering / Roadway & Highway Design
- Coastal Engineering
- Code Enforcement
- Construction Engineering & Inspection (CEI)
- Construction Services
- Data Technologies & Development
- Electrical Engineering
- Engineering
- Environmental Services
- Facilities Management
- Geographic Information Systems (GIS)
- Governmental Services
- Indoor Air Quality
- Landscape Architecture
- Planning
- Project Management
- Redevelopment & Urban Design
- Surveying & Mapping
- Traffic Engineering
- Transportation Planning
- Water / Utilities Engineering
- Website Development

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Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

TOWN OF SURFSIDE
Surfside Parking Utilization Study

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin Giordano & Associates, Inc. is pleased to submit this proposal for professional traffic engineering services related to the parking utilization study at three parking lots in the Town of Surfside, FL. The specific traffic engineering services offered herein are outlined below.

I. Professional Engineering Services

A. Traffic Engineering

1. Parking Data Analysis

- CGA traffic engineers will review the parking utilization data collected in March of 2019 (peak season) and July of 2019 (off- peak season) to define the peak utilization observed at each parking lot during the defined time periods. A visual representation of the identified peak occupancy for each lot will be captured using aerial unmanned drones during the identified peak 30-minute period from the Friday or Saturday March 2019 and July 2019 parking counts. This parking analysis will be completed for the parking counts collected in March and July of 2019.

2. Parking Utilization Study

- CGA traffic engineers will summarize the parking data collection, parking data analysis and other key elements of the parking evaluation in memorandum format using figures and tables as necessary. The parking study will include the results from the parking analysis from the March 2019 and July 2019 parking data collection. This scope of services includes one revision based on a comprehensive set of review comments provided by the Town of Surfside.

3. Meeting Attendance

- CGA traffic engineers will attend one Town Council meeting to discuss the results of the parking utilization study from parking data collected in March and July of 2019. Any additional meeting attendance will be billed hourly per our hourly rate schedule.

4. Parking Data Collection

- CGA traffic engineers will collect parking utilization data for two days (a consecutive Friday and Saturday) in July of 2019 between 9:00 a.m. and 9:00 p.m. at each of three parking lots in the Town of Surfside. The on-site parking occupancy counts will be collected every 30 minutes at each lot during the defined hours. In addition, the last three digits of the license plate numbers will be recorded in order to determine the turnover within the parking spaces. This parking utilization data will be collected once during off peak season at the following three parking lots in the Town of Surfside:
 - Abbott Avenue lot- 207 spaces
 - 94th Street lot- 99 spaces
 - Post Office lot- 61 spaces


5. Note: This scope of services does not include collecting parking data at the three identified parking lots during March of 2019. These services are being provided as part of the Town of Surfside Work Authorization number 120. Any additional parking data collection not identified in this work authorization will be provided as an additional service.
6. Note: Parking Data Analysis will be completed for the Abbott Avenue parking lot (207 spaces), 94th Street parking lot (99 spaces) and the Post Office parking lot (61 spaces) in the Town of Surfside. Any additional parking data analysis for other parking lots will be provided as an additional service.
7. Note: This scope of services does not include a land use summary, current development project review and parking demand per parcel, economic analysis or parking structure feasibility. These services can be provided as an additional service as requested by the Town of Surfside.
8. Note: The draft parking utilization study will be submitted to the Town of Surfside four weeks after the additional parking data is collected and provided to the CGA in July of 2019.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of \$49,569.60 plus reimbursables at \$2,478.48 with a total not to exceed amount of \$52,048.08. Payments to be made monthly.

3. TIME OF PERFORMANCE:

4. SUBMITTED

Submitted by:  _____
Chris Giordano

Date: 4/19/19

5. APPROVAL

Approved by: _____
Guillermo Olmedillo
Town Manager

Date: _____

**TOWN OF SURFSIDE
 WORK AUTHORIZATION ESTIMATE DATE**

WORK AUTHORIZATION NO. 121
PROJECT NAME Surfside Parking Utilization Study
 CGA Proposal No. 19-2891.1
DESCRIPTION Summarize parking analysis of the parking utilization data collected at three parking lots in the Town of Surfside as part of a parking utilization study


TITLE	RATE	HOURS/UNITS	COST
Director Engineering V	\$184.48	60	\$11,068.80
Project Engineer III	\$147.58	120	\$17,709.60
Project Manager IV	\$159.89	80	\$12,791.20
			\$41,569.60
SUB-CONSULTANTS			COST
Traffic Count Consultant			\$8,000.00
			\$8,000.00
LABOR SUBTOTAL			\$49,569.60
REIMBURSABLE SUBTOTAL			\$2,478.48
TOTAL			\$52,048.08

Reviewed by: _____
 Guillermo Olmedillo, Town Manager



MEMORANDUM

ITEM NO. 5B

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager 
Date: May 14, 2019
Subject: Hurricane Cost Recovery

Hurricane Irma caused damages to Town property. The Town incurred extraordinary expenses (including debris removal, storm water pump cleaning, and emergency operations) in the recovery and normalization of operations. The Town has completed required documentation of all damages and expenses related to Hurricane Irma and has submitted its claims to the Federal Emergency Management Agency (FEMA). We are in the latter stages of review by FEMA representatives and the Florida Division of Emergency Management (FDEM).

The preliminary total costs incurred and submitted to FEMA were \$750,000. FEMA is reviewing our documentation. Based on expense categories and the period in which expenses were incurred, the Town is expected to be reimbursed between 70% and 90% of those expenses.

We expect to recover between \$500,000 to \$620,000. The difference between our costs and our reimbursements, or the Town's ultimate net cost, is expected to be between \$130,000 and \$250,000. It should be noted that FEMA reserves the right to conduct a post disbursement audit which might require returning any amounts deemed ineligible. At this time, we are not aware of any ineligible amounts. Management feels confident that all costs are well documented and have been or are being thoroughly reviewed by FEMA.

When the first cost recovery project is approved by FEMA, the State of Florida Division of Emergency Management (FDEM) issues a Federally-Funded Sub-award and Grant Agreement. As additional projects are approved for payment, FDEM issues modifications to original Public Assistance (PA) agreement, collectively, the "Agreement." Currently, the Town of Surfside has received from FDEM the following documents: (1) Federally Funded Subaward & Grant Agreement Contract Z0675 (PA \$9,876.87); (2) Modification Z0675-1 (PA \$9,968.00); (3) Modification Z0675-2 (PA \$91,366.47); (4) Modification Z0675-3 (PA \$50,061.60); and (5) Modification Z-0675-4 (PA \$52,105.45). These documents have to be signed by the Town prior to disbursement by FDEM.

Staff recommends a motion to approve the resolution approving the Agreement, authorizing the Town Manager or his designee as the authorized signer for these and other related documents, and authorizing the Town Manager and/or designee to take any and all action necessary to implement the purposes of the Resolution and the Agreement, including all activities and matters related to Hurricane Irma cost recovery with FEMA and the Florida Division of Emergency Management (FDEM).

Reviewed by GO

Prepared by CW

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT FOR THE REIMBURSEMENT OF HURRICANE IRMA EXPENSES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) sustained wide-spread damages as a result of Hurricane Irma which made landfall on September 10, 2017; and

WHEREAS, in preparation for the Hurricane, US President Donald Trump signed an Emergency Declaration for 67 Counties in Florida, including Miami-Dade County, effective on Monday, September 4, 2017; and

WHEREAS, this Emergency Declaration authorized the Federal Emergency Management Agency (“FEMA”) to provide appropriate assistance for required emergency measures, authorized under Title V of the Stafford Act, to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in the designated areas; and

WHEREAS, FEMA is authorized to provide debris removal and emergency protective measures (Categories A and B), including to direct Federal assistance, under the Public Assistance program at 75 percent Federal funding; and

WHEREAS, the Town is in the process of applying for funding through FEMA for eligible costs incurred by the Town associated with debris removal, emergency protective measures, first responders, repairs to public facilities, and other eligible expenses related to Hurricane Irma that are not covered by the Town’s insurance policy; and

WHEREAS, FEMA has approved various projects totaling \$213,378.39 as reflected in the Federally-Funded Subaward and Grant Agreement and Modifications (the “Agreement”) attached hereto as composite Exhibit “A”; and

WHEREAS, FEMA will issue amendments to the Agreement as additional projects are approved; and

WHEREAS, the Town Commission finds that the Agreement is in the best interest and welfare of the Town and wishes to accept FEMA’s assistance and the Agreement in substantially the form attached hereto as composite Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval and Authorization. The Agreement in substantially in the form attached hereto as composite Exhibit “A” is hereby approved. The Town Commission authorizes the Town Manager to execute the Agreement and any additional addenda or modifications thereto on behalf of the Town, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency.

Section 3. Implementation. The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the Agreement, including all activities related to Hurricane Irma cost recovery matters with FEMA and the Florida Division of Emergency Management (FDEM).

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED on this 14th day of May, 2019.

Moved By: _____
Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen _____
Commissioner Michael Karukin _____
Commissioner Tina Paul _____
Vice Mayor Daniel Gielchinsky _____
Mayor Daniel Dietch _____

Daniel Dietch
Mayor

ATTEST:

Sandra Novoa, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Contract Number:

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient’s name: _____

Sub-Recipient’s PA ID/FIPS Number: _____

Sub-Recipient’s unique entity identifier: _____

Federal Award Identification Number (FAIN): _____

Federal Award Date: _____

Subaward Period of Performance Start and End Date (Cat A-B): _____

Subaward Period of Performance Start and End Date (Cat C-G): _____

Amount of Federal Funds Obligated by this Agreement: _____

Total Amount of Federal Funds Obligated to the Sub-Recipient

by the pass-through entity to include this Agreement: _____

Total Amount of the Federal Award committed to the Sub-Recipient

by the pass-through entity: _____

Federal award project description (see FFATA) Grant to Local Government for debris removal, emergency protective measures and repair or replacement of disaster damaged facilities

Name of Federal awarding agency: Dept. of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)

Name of pass-through entity:	<u>Florida Division of Emergency Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.036 Public Assistance</u>
Whether the award is Research & Development:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>See by 44 C.F.R. 207.5(b)(4)</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and,
 _____ (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

2555 Shumard Oak Blvd. Ste. 360
 Tallahassee, FL 32399-2100

Telephone: _____

Email: _____

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Telephone: _____

Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the FloridaPA.org website. Only the Authorized or Primary Agents identified on the Designation of Authority (Agents) in Attachment D may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. In order for a Project to be eligible for reimbursement, a modification to this agreement must be executed incorporating the Project as identified by number, budget, and scope of work. Projects not included by modification will be ineligible for funding, regardless of Federal approval for the Project.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Project List – Attachment A and Scope of Work, Deliverables and Financial Consequences – Attachment B of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall **end six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.77, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for “allowable costs incurred during the period of performance.” In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement (“Budget and Project List”). The maximum reimbursement amount for the entirety of this Agreement is _____.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient in FloridaPA.org against a performance measure, outlined in Attachment B, Scope of Work, Deliverables, and Financial Consequences, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal

awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts.

The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements

and objectives of the Budget and Project List – Attachment A, Scope of Work – Attachment B, and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11)AUDITS

- a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.
- b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles (“GAAP”). As defined by 2 C.F.R. §200.49, GAAP “has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).”
- c. When conducting an audit of the Sub-Recipient’s performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards (“GAGAS”). As defined by 2 C.F.R. §200.50, GAGAS, “also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.”
- d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.
- e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.
- f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Project List – Attachment A, and Scope of Work – Attachment B.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment G – Public Assistance Program Guidance.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A

review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the

solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

(19)ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Project List
 - iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
 - iv. Attachment C – Certification Regarding Debarment
 - v. Attachment D – Designation of Authority
 - vi. Attachment E – Statement of Assurances
 - vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
 - viii. Attachment G – Public Assistance Program Guidance
 - ix. Attachment H – FFATA Reporting
 - x. Attachment I – Mandatory Contract Provisions
 - xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
 - xii. Attachment K – Justification of Advance Payment

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by program specific waiver. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be submitted along with this agreement at the time of execution by completing Attachment K – Justification of Advance Payment. The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has

been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement, subject to the exhaustion of appeals, are due no later than thirty (30) days from notification by the Division of funds due. FEMA only allows thirty (30) days from deobligation for the funds to be repaid before it will refer the amount to the FEMA Finance Center (FFC) for collection.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by FEMA or any other source, upon determination by the Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient.

c. The Sub-Recipient understands and agrees that the Recipient may offset funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in FloridaPA.org.

d. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

e. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment C) for the Sub-Recipient agency and each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division’s obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of

enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

Per 2 C.F.R. 200.213 Suspension and debarment, non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as “socioeconomic contracting,” does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The “socioeconomic contracting” requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. “project splitting”).

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: _____

By: _____

Name and title: _____

Date: _____

FEID# _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Jared Moskowitz, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: _____

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2017 (in effect for incidents declared on or after April 1, 2017)

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Public Assistance Program and Policy Guide, 2017 and approved Project Worksheet(s). Eligible work is classified into the following categories:

Emergency Work

Category A: Debris Removal

Category B: Emergency Protective Measures

Permanent Work

Category C: Roads and Bridges

Category D: Water Control Facilities

Category E: Public Buildings and Contents

Category F: Public Utilities

Category G: Parks, Recreational, and other Facilities

2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section 200.331(a)(1) of 2 CFR, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included on pg. 1 of this subgrant agreement and in Exhibit 1 be provided to the Sub-Recipient.

**Attachment A - th Revision
Budget and Project List**

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

Sub-Recipient: Surfside, Town of											
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
3603	E	E.2 Community Center & Town Hall Consolidated D	\$8,465.89	75.00%	\$1,410.98	12.50%	\$1,410.98	12.50%	\$11,287.85	9/04/2017	3/10/2019
Total:			\$8,465.89		\$1,410.98		\$1,410.98		\$11,287.85		

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

Complete eligible Projects for emergency protective measures, debris removal, repair or replacement of Disaster damaged facilities.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). A Sub-Recipient may receive more than one PW and each will contain a separate Project. Attachment A, Budget and Project List of this Agreement will be modified as necessary to incorporate new or revised PWs. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Deliverables

Large Projects

Reimbursement requests will be submitted separately for each Large Project. Reimbursement for Large Project costs shall be based on the percentage of completion of the individual Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project, and shall be clearly identified by the Project Number as generated by FEMA. Requests which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 95% of the total eligible amount will be paid upon acceptance and contingent upon:

- Timely submission of Quarterly Reports (due 30 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) at least quarterly and supported by documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.
 - A. Affidavit. The Recipient is required to submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.
 - B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Five percent (5%) of the total eligible amount (including Federal, state and local shares) will be withheld from payment until the final Request for Reimbursement (or backup for advance expenditure) has been verified as acceptable by the Division's grant manager, which must include dated certification that the Project is 100% complete. Further, all required documentation must be available in FloridaPA.org prior to release of final 5%, to include permits, policies & procedures, procurement and insurance documents.

Small Projects

Small projects will be paid upon obligation of the Project Worksheet. Sub-Recipient must initiate the Small Project Closeout in FloridaPA.org within 30 days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into FloridaPA.org, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to Advance the form to the next queue for review.

Financial Consequences:

For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, state and local requirements, the Division shall withhold a portion of the funding up to the full amount. Any funds advanced to the Sub-Recipient will be due back to the Division.

Attachment C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____
Signature

Sub-Recipient's Name

Name and Title

DEM Contract Number

Street Address

FEMA Project Number

City, State, Zip

Date

Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the FloridaPA.org system in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the state team; a note should be entered in FloridaPA.org if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FloridaPA.org as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FloridaPA.org Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FloridaPA.org system within 12 hours of being notified or their account will lock them out. Each user must log in within a 60-day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FloridaPA.org. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between state and local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FloridaPA.org.

**DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Sub-Grantee:

Box 1: Authorized Agent (Full Access)

Box 2: Primary Agent (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 3: Alternate Agent (Full Access)

Box 4: Other-Finance/Point of Contact (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Official's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Box 6: Other-Environmental-Historic (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

Sub-Grantee Authorized Agent Signature

Date

DESIGNATION OF AUTHORITY (AGENTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT			
Sub-Grantee:		Date:	
Box 7:	Other (Read Only Access)	Box 8:	Other (Read Only Access)
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 9:	Other (Read Only Access)	Box 10:	Other (Read Only Access)
Agent's Name		Official's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 11:	Other (Read Only Access)	Box 12:	Other (Read Only Access)
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Sub-Grantee's Fiscal Year (FY) Start: Month:		Day:	
Sub-Grantee's Federal Employer's Identification Number (EIN)		-	
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management			
Sub-Grantee's: FIPS Number (If Known)		- -	

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

REV. 09-09-2017 DISCARD PREVIOUS VERSIONS

Attachment E

STATEMENT OF ASSURANCES

- 1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:
 - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.
 - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
 - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Sub-Recipient further assures it will:
 - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not it will request a waiver from the Governor to cover the cost.
 - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and local regulations.
 - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.
 - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
 - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
 - f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.
 - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for

themselves or others, particularly those with whom they have family, business, or other ties.

- h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
 - i. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and
 - ii. by complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
 - i. create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
 - ii. return the property to its natural state as though no improvements had been contained thereon;
 - iii. furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
 - iv. provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
 - v. provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;
 - vi. leave the demolished site clean, level, and free of debris;
 - vii. notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;
 - viii. obtain all required permits;
 - ix. provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
 - x. comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
 - xi. comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and
 - xii. provide documentation of public notices for demolition activities.

- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
 - l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000⁰⁰ or more.
 - m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
 - n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- 4) The Sub-Recipient agrees it will comply with the:
- a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
 - b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
 - c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
 - d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
 - e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
 - f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
 - g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.
 - h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
 - i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase

"Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

- j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The state's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.
- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.
- l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.

- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 - s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - t. Provisions of all appropriate environmental laws, including but not limited to:
 - i. The Clean Air Act of 1955, as amended;
 - ii. The Clean Water Act of 1977, as amended;
 - iii. The Endangered Species Act of 1973;
 - iv. The Intergovernmental Personnel Act of 1970;
 - v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
 - vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
 - vii. The Fish and Wildlife Coordination Act of 1958;
 - viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
 - ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
 - u. The provisions of all Executive Orders including but not limited to:
 - i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
 - ii. EO 11514 (NEPA).
 - iii. EO 11738 (violating facilities).
 - iv. EO 11988 (Floodplain Management).
 - v. EO 11990 (Wetlands).
 - vi. EO 12898 (Environmental Justice).
- 5) For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988.

This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees

FOR THE SUBGRANTEE/SUB-RECIPIENT :

Signature

Printed Name and Title

Date

Attachment F

Election of Participation in Public Assistance Alternative Procedures (PAAP) Pilot Program

Should the Sub-Recipient desire to utilize the Public Assistance Alternative Procedures provisions of the Sandy Recovery Improvement Act (Division B of P.L. 113-2), execution of a Supplemental Funding Agreement covering specific aspects of the Alternative Procedures Package is required of the Sub-Recipient prior to the payment of such funds by the State as the Recipient.

Payments processed under the Alternative Procedures provisions will be requested as an advance and are exempt from advance requirements covered by Section 216.181(16), Florida Statutes. They will, however, be treated as an advance for purposes of Requests for Reimbursement (RFRs) and satisfaction of the requirement that ninety percent (90%) of previously advanced funds must be accounted for prior to receiving a second advance.

In order to elect to participate in the PAAP program for one of the following options, you must read the Guidance found at <https://www.fema.gov/alternative-procedures> and then complete the required documents on the following pages. The documents can be found under the Permanent Work section of the webpage in editable .pdf format if preferred.

PAAP for Debris Removal (Category A) Required Documents:

- Public Assistance for Alternative Procedures Pilot Program for Debris Removal Acknowledgement
[https://www.fema.gov/media-library-data/1504811965699-24dfda9ae3e22d450582563bdb62e0f1/APPENDIX A Revised for limited sliding scale 8-23-17.pdf](https://www.fema.gov/media-library-data/1504811965699-24dfda9ae3e22d450582563bdb62e0f1/APPENDIX_A_Revised_for_limited_sliding_scale_8-23-17.pdf)

PAAP for Permanent Work (Categories C-G) Required documents:

- Fixed Subgrant Agreement Letter
https://www.fema.gov/media-library-data/1388154577585-398aea786c6aedbd048c371270fd7b22/508_PA_Alternative_Procedures_Pilot_Program_Permanent_Work_Fixed_Subgrant_Agreement_Letter%2012-13-13.pdf
- Public Assistance Alternative Procedures Pilot Program for Permanent Work Acknowledgement
https://www.fema.gov/media-library-data/1388155802544-11629c78f8308b5c4120deb135460129/PA_Alternative_Procedures_Pilot_Program_Permanent_Work_Acknowledgement%2012-13-13.pdf

All PAAP Related Documents (guides, Fact Sheets, Standard Operating Procedures, FAQs, Archived Docs, etc.) may be found at: <https://www.fema.gov/media-library/assets/documents/115868>

Note: PAAP Pilot Program Guide for Debris Removal (Version 5) published June 28, 2017 contains the following changes:

The Public Assistance Alternative Procedures Pilot Program for Debris Removal has been extended for one year to June 27, 2018. As part of the extension, FEMA will only authorize the sliding scale provision in events with significant debris impacts. The other three provisions available under the Pilot remain unchanged.

For disasters declared on or after August 28, 2017, FEMA is limiting the usage of the pilot's sliding scale provision to high impact incidents that meet the following criteria: high concentration of localized damage;

large quantities of debris (over \$20M or 1.5 million cubic yards); and disasters declared very soon after the incident (8 days) to incentivize rapid debris removal.

This guide is applicable to disasters declared on or after June 28, 2017. The changes to the sliding scale provision are applicable to disasters declared on or after August 28, 2017. This version of the pilot guide supersedes the previous pilot guide for debris removal (V4) which was published June 28, 2016.

Public Assistance Alternative Procedures Pilot Program for Debris Removal Acknowledgement

In accordance with the Sandy Recovery Improvement Act of 2013, the Federal Emergency Management Agency (FEMA) is implementing alternative procedures for the Public Assistance (PA) Program through a pilot program.

As a representative of the subrecipient, we elect to participate in the following:

- Accelerated Debris Removal - increased Federal cost share (sliding scale)
 - Recycling Revenue (subrecipient retention of income from debris recycling without a award offset)
 - One-time incentive for a FEMA-accepted debris management plan and identification of at least one pre-qualified contractor
 - Reimbursement of straight time force account labor costs for debris removal
1. The pilot is voluntary and the subrecipient must apply the selected alternative procedures to all of its debris removal subawards.
 2. For the sliding scale, the subrecipient accepts responsibility for any costs related to debris operations after six months from the date of the incident unless, based on extenuating circumstances, FEMA grants a time extension.
 3. The subrecipient acknowledges that FEMA may request joint quantity evaluations and details regarding subrecipient operations necessary to assess the pilot program procedures.
 4. All contracts must comply with local, state, and Federal requirements for procurement, including provisions of 2 CFR Part 200.
 5. The subrecipient must comply with all Federal, state and local environmental and historic preservation laws, regulations, and ordinances.
 6. The Office of Inspector General may audit any subrecipient and/or subaward.

Signature of Subrecipient's Authorized Representative

Date

Printed Name and Title

Sub-Recipient Name

PA ID Number

- We elect to **not** participate in the Alternative Procedures for Debris Removal.

FIXED SUBGRANT AGREEMENT LETTER

DATE: _____

To Address:

To FEMA:

As a Public Assistance (PA) Sub-Recipient _____
(PA ID _____), in accordance with Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, we agree to accept a permanent work subgrant based on a fixed estimate in the amount of \$_____ for subgrant number _____ (copy attached) under Disaster #_____. We accept responsibility for all costs above the fixed estimate.

We understand that by participating in this pilot program we will be reimbursed for allowable costs in accordance with 44 CFR § 13.22(b) – “Applicable cost principles”, the reimbursement will not exceed the fixed estimate. We also understand that by agreeing to this fixed estimate, we will not receive additional funding related to the facilities or sites included in the subgrant. We also acknowledge that failure to comply with the requirements of applicable laws and regulations governing assistance provided by FEMA and the PA alternative procedures pilot program guidance (such as procurement and contracting; environmental and historic preservation compliance; and audit and financial accountability) may lead to loss of Federal funding.

Signature of Sub-Recipient’s Authorized Representative

Date

Printed Name and Title

Signature of Grantee’s Authorized Representative

Date

Printed Name and Title

**Public Assistance Alternative Procedures Pilot Program for Permanent Work
Acknowledgement**

In accordance with the Sandy Recovery Improvement Act of 2013, the Federal Emergency Management Agency (FEMA) is implementing alternative procedures for the Public Assistance (PA) Program through a pilot program. As a representative of the Sub-Recipient, our agency understands the following:

1. We plan to participate in the following elements:

Subgrants based on fixed estimates, and as the Sub-Recipient, accept responsibility for costs above the estimate

Consolidation of multiple fixed subgrants into a single subgrant

FEMA validation of Sub-Recipient-provided estimates

Elimination of reduced eligible funding for alternate projects

Use of excess funds

Review of estimates by an expert panel for projects with a Federal share of \$5 million or greater

2. The pilot is voluntary, and a Sub-Recipient may participate in alternative procedures for one or more large project subgrants.

3. If the Sub-Recipient accepts a fixed subgrant estimate, the Sub-Recipient understands they are responsible for all costs greater than the fixed amount.

4. The Sub-Recipient agrees to notify the Grantee regarding the specific use of excess funds.

5. All contracts must comply with local, State, and Federal requirements for procurement, including provisions of 44 CFR Part 13.

6. The Office of Inspector General may audit any Sub-Recipient and/or subgrant.

7. EHP review must be completed for all subgrants, including cases where new scopes of work would require EHP compliance, before the subgrant scope of work is implemented. Failure to comply with this requirement may lead to loss of Federal funding.

8. The Sub-Recipient may submit appeals in accordance with 44 CFR§206.206. However, FEMA will not consider appeals solely for additional costs on fixed subgrants.

Signature of Sub-Recipient's Authorized Representative

Date

Printed Name and Title

Sub-Recipient Name

PA ID Number

We elect to **not** participate in the Alternative Procedures for Permanent Work.

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM (FloridaPA.org)

Sub-Recipients must use the Grantee's/Recipient's web-based project management system, FloridaPA.org, (available at www.FloridaPA.org) to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient. The Sub-Recipient is required to have working knowledge of the FloridaPA.org system.

PROJECT DOCUMENTATION

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FloridaPA.org website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at \$5,000⁰⁰ or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

INTERIM INSPECTIONS

Interim Inspections may be requested by the Sub-Recipient, on both small and large projects, to:

- i. conduct insurance reconciliations;
- ii. review an alternate scope of work;
- iii. review an improved scope of work; and/or
- iv. validate scope of work and/or cost.

Interim Inspections may be scheduled and submitted by the Recipient as a request in FloridaPA.org under the following conditions:

- i. a quarterly report has not been updated between quarters;
- ii. the Sub-Recipient is not submitting Requests for Reimbursement (RFR's) in a timely manner;

- iii. requests for a Time Extension have been made that exceed the Grantee's/ Recipient's authority to approve; and/or
- iv. there are issues or concerns identified by the Recipient that may impact funding under this agreement.

PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and
- Copies of any Recipient time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG Chapter 2:VII.G and guidance provided at <http://www.fema.gov/alternative-procedures>.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, described in the

PAPPG Chapter 3:IV.D, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.

To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

TIME EXTENSIONS

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for Emergency Work is 6 months from the declaration date. The deadline for Permanent Work is 18 months from the declaration date.

Deadlines for Completion of Work	
Type of Work	Months
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a time extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and
- The project timeline with the projected completion date

The State (FDEM) has the authority to grant limited time extensions based on extenuating circumstances or unusual project requirements beyond the control of the Sub-Recipient.

It may extend Emergency Work projects by 6 months and Permanent Work projects by 30 months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those funded under the PAAP Accelerated Debris Removal procedure and projects for temporary facilities.

With exception of debris removal operations funded under the Accelerated Debris Removal Procedure of the Alternative Procedures Pilot Program, FEMA generally considers the following to be extenuating circumstances beyond the Applicant’s control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA deobligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved

SOW and the completed work is distinct from the uncompleted work, FEMA only deobligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only deobligates the amount related to the facility that the Applicant did not restore.

Request should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline / project schedule in support of requested time
- Basis for time extension request:
 - Delay in obtaining permits
 - Permitting agencies involved and application dates
 - Environmental delays or limitations (e.g., short construction window, nesting seasons)
 - Dates of correspondence with various agencies
 - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
 - Specific details
- Other reason for delay
 - Specific details

Submission of a request does not automatically grant an extension to the period of performance. Without an approved time extension from the State or FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

INSURANCE

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must deobligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000⁰⁰.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states "If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or deobligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

DUPLICATION OF BENEFITS

The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

In the event the Recipient determines the Sub-Recipient has received duplicate benefits, the Sub-Recipient gives the Grantee/ Recipient and/or the Chief Financial Officer of the State of Florida, the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively, at law, or at equity, to recover such benefits.

COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

FUNDING FOR LARGE PROJECTS

Although Large project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of actual costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:

- a) a Request for Reimbursement (available in FloridaPA.org);
- b) a Summary of Documentation (SOD) which is titled Reimbursement Detail Report in FloridaPA.org and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and
- c) the FDEM Cost Claim Summary Workbook (found in the Forms section of FloridaPA.org), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

ADVANCES

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment. Notwithstanding Paragraph 9) Funding, in the Agreement, these payments are not bound by Section 216.181(16), Florida Statutes.

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.
4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.
5. The Sub-Recipient must complete a Request for Reimbursement (RFR) via FloridaPA.org no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.
6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.
7. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:
 - a) the Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
 - b) the Sub-Recipient must submit to the Recipient the budget supporting the request.
8. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;
9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-

Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

DESIGNATION OF AGENT

The Sub-Recipient must complete Attachment D by designating at least three agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from FloridaPA.org may not be received and could result in failure to meet time periods to appeal a Federal determination.

DUNS Q&A

What is a DUNS number?

The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?

Any *institution* that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?

Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.

1-866-705-5711

What do I need before I request a DUNS number?

Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

How much does a DUNS number cost?

There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?

New regulations taking affect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?

Call the toll free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?

Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?

Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

Does the DUNS number need to be included on individual fellowship applications?

Yes with one exception. It is the DUNS number of the sponsoring institution that should be put on the application. Individual Kirschstein-NRSA fellowships that propose training at Federal laboratories do not require a DUNS number.

What does the DUNS number have to do with the Central Contractor Registry (CCR), soon to be the Business Partner Network (BPN)?

Registration in the CCR is mandatory for anyone wishing to submit a grant application electronically through Grants.gov. Your organization will need a DUNS number in order to register in the CCR. The CCR is the central registry for organizations that have received Federal contracts. If your organization has received Federal contracts, it is already registered in the CCR, but this is a good opportunity to verify that your organization information is up to date. For more information about the CCR, please visit the CCR web site at: www.ccr.gov.

What should we do if our institution has more than 1 DUNS number?

Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Does this apply to non-US organizations?

Yes, this new requirement applies to all types of grantee organizations including foreign, non-profit, for profit as well as for state and Federal government agencies.

Does this apply to non-competing progress reports?

No. This new requirement applies only to competing applications.

Are there any exceptions to the new DUNS number rules?

Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement. Also individual Kirschstein-NRSA fellowships that propose training at Federal laboratories do not require a DUNS number.

Who at my institution is responsible for requesting a DUNS number?

This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?

If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

Substitute Form W-9

For the purpose of this Agreement, a Sub-Recipient is also a Vendor. The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at <https://flvendor.myfloridacfo.com>.

Attachment H

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
INSTRUCTIONS AND WORKSHEET**

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management (“FDEM” or “Division”) must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This “Instructions and Worksheet” is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM’s issuance of a sub-award (Agreement) that obligates \$30,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: N/A – Do not Complete

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$

OBLIGATION/ACTION DATE: _____

SUBAWARD DATE (if applicable): _____

DUNS#: _____

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
Yes No

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR"

appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment I
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 CFR Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

agency's Federal awards may include. Providing this information lets a potential applicant identify any requirements with which it would have difficulty complying if its application is successful. In those cases, early notification about the requirements allows the potential applicant to decide not to apply or to take needed actions before receiving the Federal award. The announcement need not include all of the terms and conditions of the Federal award, but may refer to a document (with information about how to obtain it) or Internet site where applicants can see the terms and conditions. If this funding opportunity will lead to Federal awards with some special terms and conditions that differ from the Federal awarding agency's usual (sometimes called "general") terms and conditions, this section should highlight those special terms and conditions. Doing so will alert applicants that have received Federal awards from the Federal awarding agency previously and might not otherwise expect different terms and conditions. For the same reason, the announcement should inform potential applicants about special requirements that could apply to particular Federal awards after the review of applications and other information, based on the particular circumstances of the effort to be supported (e.g., if human subjects were to be involved or if some situations may justify special terms on intellectual property, data sharing or security requirements).

3. *Reporting—Required.* This section must include general information about the type (e.g., financial or performance), frequency, and means of submission (paper or electronic) of post-Federal award reporting requirements. Highlight any special reporting requirements for Federal awards under this funding opportunity that differ (e.g., by report type, frequency, form/format, or circumstances for use) from what the Federal awarding agency's Federal awards usually require. Federal awarding agencies must also describe in this section all relevant requirements such as those at 2 CFR 180.335 and 2 CFR 180.350.

If the Federal share of any Federal award may include more than \$500,000 over the period of performance, this section must inform potential applicants about the post award reporting requirements reflected in Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters.

G. FEDERAL AWARDING AGENCY CONTACT(S)—REQUIRED

The announcement must give potential applicants a point(s) of contact for answering questions or helping with problems while the funding opportunity is open. The intent of this requirement is to be as helpful as possible to potential applicants, so the Federal

awarding agency should consider approaches such as giving:

i. Points of contact who may be reached in multiple ways (e.g., by telephone, FAX, and/or email, as well as regular mail).

ii. A fax or email address that multiple people access, so that someone will respond even if others are unexpectedly absent during critical periods.

iii. Different contacts for distinct kinds of help (e.g., one for questions of programmatic content and a second for administrative questions).

H. OTHER INFORMATION—OPTIONAL

This section may include any additional information that will assist a potential applicant. For example, the section might:

i. Indicate whether this is a new program or a one-time initiative.

ii. Mention related programs or other upcoming or ongoing Federal awarding agency funding opportunities for similar activities.

iii. Include current Internet addresses for Federal awarding agency Web sites that may be useful to an applicant in understanding the program.

iv. Alert applicants to the need to identify proprietary information and inform them about the way the Federal awarding agency will handle it.

v. Include certain routine notices to applicants (e.g., that the Federal Government is not obligated to make any Federal award as a result of the announcement or that only grants officers can bind the Federal Government to the expenditure of funds).

[78 FR 78608, Dec. 26, 2013, as amended at 80 FR 43310, July 22, 2015]

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR

Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid

for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's

accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

(3) Only mandatory cost sharing or cost sharing specifically committed in the project budget must be included in the organized research base for computing the indirect (F&A) cost rate or reflected in any allocation of indirect costs. Salary costs above statutory limits are not considered cost sharing.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other

Attachment J
DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.

- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.
- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the “Scope of Work.”

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

Sub-Recipient Agency

Date

Signature

Printed Name & Title

Attachment K
JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.</p>

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Agreement
<i>Example: PW#00001(0)</i>	<i>Contract Work \$1,500,000.00 (provide detailed justification).</i>
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

**MODIFICATION # _____ TO SUBGRANT AGREEMENT
BETWEEN THE DIVISION OF EMERGENCY
MANAGEMENT AND**

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and _____ ("Sub-Recipient"), to modify Contract Number _____, which began on _____ ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a Subgrant to Sub-Recipient under the public assistance program of _____ in funds; and,

WHEREAS, the Division and Sub-Recipient desire to modify the Agreement by increasing the Federal funding _____ under the Agreement.

WHEREAS, the Division and the Sub-Recipient desire to modify the Scope of Work.

WHEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby amended to increase the Federal funding by _____ and the State share by _____ for the maximum amount payable under the Agreement to _____.
2. The Scope of Work, Attachment A to the Agreement, is hereby modified as set forth in the ____ Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: _____

By: _____

Name and Title: _____

Date: _____

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Jared Moskowitz, Director**

Date: _____

**Attachment A - 1st Revision
Budget and Project List**

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

Sub-Recipient: Surfside, Town of											
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
3199	G	G.3 Vessel Exclusion Bouys	\$3,981.00	75.00%	\$663.50	12.50%	\$663.50	12.50%	\$5,308.00	9/04/2017	3/10/2019
3603	E	E.2 Community Center & Town Hall Consolidated D	\$8,465.89	75.00%	\$1,410.98	12.50%	\$1,410.98	12.50%	\$11,287.85	9/04/2017	3/10/2019
3623	G	G-Other Consolidated Bus Shelters and Signage	\$4,563.00	75.00%	\$760.50	12.50%	\$760.50	12.50%	\$6,084.00	9/04/2017	3/10/2019
Total:			\$17,009.89		\$2,834.98		\$2,834.98		\$22,679.85		

**MODIFICATION # _____ TO SUBGRANT AGREEMENT
BETWEEN THE DIVISION OF EMERGENCY
MANAGEMENT AND**

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and _____ ("Sub-Recipient"), to modify Contract Number _____, which began on _____ ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a Subgrant to Sub-Recipient under the public assistance program of _____ in funds; and,

WHEREAS, the Division and Sub-Recipient desire to modify the Agreement by increasing the Federal funding _____ under the Agreement.

WHEREAS, the Division and the Sub-Recipient desire to modify the Scope of Work.

WHEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby amended to increase the Federal funding by _____ and the State share by _____ for the maximum amount payable under the Agreement to _____.
2. The Scope of Work, Attachment A to the Agreement, is hereby modified as set forth in the ____ Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: _____

By: _____

Name and Title: _____

Date: _____

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Jared Moskowitz, Director**

Date: _____

**Attachment A - 2nd Revision
Budget and Project List**

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

Sub-Recipient: Surfside, Town of											
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
3199	G	G.3 Vessel Exclusion Bouys	\$3,981.00	75.00%	\$663.50	12.50%	\$663.50	12.50%	\$5,308.00	9/04/2017	3/10/2019
3603	E	E.2 Community Center & Town Hall Consolidated D	\$8,465.89	75.00%	\$1,410.98	12.50%	\$1,410.98	12.50%	\$11,287.85	9/04/2017	3/10/2019
3623	G	G-Other Consolidated Bus Shelters and Signage	\$4,563.00	75.00%	\$760.50	12.50%	\$760.50	12.50%	\$6,084.00	9/04/2017	3/10/2019
4661	B	B. Emergency Protective Measures	\$10,522.50	75.00%	\$1,753.75	12.50%	\$1,753.75	12.50%	\$14,030.00	9/04/2017	3/10/2018
5155	A	A.1.15 Debris Removal FEMA Period 3	\$70,302.42	80.00%	\$8,787.80	10.00%	\$8,787.80	10.00%	\$87,878.02	9/04/2017	3/10/2018
Total:			\$97,834.81		\$13,376.53		\$13,376.53		\$124,587.87		

**MODIFICATION # _____ TO SUBGRANT AGREEMENT
BETWEEN THE DIVISION OF EMERGENCY
MANAGEMENT AND**

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and _____ ("Sub-Recipient"), to modify Contract Number _____, which began on _____ ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a Subgrant to Sub-Recipient under the public assistance program of _____ in funds; and,

WHEREAS, the Division and Sub-Recipient desire to modify the Agreement by increasing the Federal funding _____ under the Agreement.

WHEREAS, the Division and the Sub-Recipient desire to modify the Scope of Work.

WHEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby amended to increase the Federal funding by _____ and the State share by _____ for the maximum amount payable under the Agreement to _____.
2. The Scope of Work, Attachment A to the Agreement, is hereby modified as set forth in the ____ Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: _____

By: _____

Name and Title: _____

Date: _____

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Jared Moskowitz, Director**

Date: _____

**Attachment A - 3rd Revision
Budget and Project List**

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

Sub-Recipient: Surfside, Town of											
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
3199	G	G.3 Vessel Exclusion Bouys	\$3,981.00	75.00%	\$663.50	12.50%	\$663.50	12.50%	\$5,308.00	9/04/2017	3/10/2019
3603	E	E.2 Community Center & Town Hall Consolidated D	\$8,465.89	75.00%	\$1,410.98	12.50%	\$1,410.98	12.50%	\$11,287.85	9/04/2017	3/10/2019
3623	G	G-Other Consolidated Bus Shelters and Signage	\$4,563.00	75.00%	\$760.50	12.50%	\$760.50	12.50%	\$6,084.00	9/04/2017	3/10/2019
4661	B	B. Emergency Protective Measures	\$10,522.50	75.00%	\$1,753.75	12.50%	\$1,753.75	12.50%	\$14,030.00	9/04/2017	3/10/2018
5155	A	A.1.15 Debris Removal FEMA Period 3	\$70,302.42	80.00%	\$8,787.80	10.00%	\$8,787.80	10.00%	\$87,878.02	9/04/2017	3/10/2018
6095	A	A.1.13 Debris Removal FEMA Period 1 (9/04/17 -	\$42,909.94	75.00%	\$7,151.66	12.50%	\$7,151.65	12.50%	\$57,213.25	9/04/2017	3/10/2018
Total:			\$140,744.75		\$20,528.19		\$20,528.18		\$181,801.12		

**MODIFICATION # _____ TO SUBGRANT AGREEMENT
BETWEEN THE DIVISION OF EMERGENCY
MANAGEMENT AND**

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and _____ ("Sub-Recipient"), to modify Contract Number _____, which began on _____ ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a Subgrant to Sub-Recipient under the public assistance program of _____ in funds; and,

WHEREAS, the Division and Sub-Recipient desire to modify the Agreement by increasing the Federal funding _____ under the Agreement.

WHEREAS, the Division and the Sub-Recipient desire to modify the Scope of Work.

WHEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby amended to increase the Federal funding by _____ and the State share by _____ for the maximum amount payable under the Agreement to _____.
2. The Scope of Work, Attachment A to the Agreement, is hereby modified as set forth in the ____ Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: _____

By: _____

Name and Title: _____

Date: _____

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Jared Moskowitz, Director**

Date: _____

**Attachment A - 4th Revision
Budget and Project List**

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

Sub-Recipient: Surfside, Town of											
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
3199	G	G.3 Vessel Exclusion Bouys	\$3,981.00	75.00%	\$663.50	12.50%	\$663.50	12.50%	\$5,308.00	9/04/2017	3/10/2019
3603	E	E.2 Community Center & Town Hall Consolidated D	\$8,465.89	75.00%	\$1,410.98	12.50%	\$1,410.98	12.50%	\$11,287.85	9/04/2017	3/10/2019
3623	G	G-Other Consolidated Bus Shelters and Signage	\$4,563.00	75.00%	\$760.50	12.50%	\$760.50	12.50%	\$6,084.00	9/04/2017	3/10/2019
3713	G	G.2 Rebuild Life Guard House	\$19,105.90	75.00%	\$3,184.32	12.50%	\$3,184.31	12.50%	\$25,474.53	9/04/2017	3/10/2019
4165	G	Consolidated Community Center, Parks and Lot Da	\$25,555.91	75.00%	\$4,259.32	12.50%	\$4,259.31	12.50%	\$34,074.54	9/04/2017	3/10/2019
4661	B	B. Emergency Protective Measures	\$10,522.50	75.00%	\$1,753.75	12.50%	\$1,753.75	12.50%	\$14,030.00	9/04/2017	3/10/2018
5155	A	A.1.15 Debris Removal FEMA Period 3	\$70,302.42	80.00%	\$8,787.80	10.00%	\$8,787.80	10.00%	\$87,878.02	9/04/2017	3/10/2018
6095	A	A.1.13 Debris Removal FEMA Period 1 (9/04/17 -	\$42,909.94	75.00%	\$7,151.66	12.50%	\$7,151.65	12.50%	\$57,213.25	9/04/2017	3/10/2018
Total:			\$185,406.56		\$27,971.83		\$27,971.80		\$241,350.19		



MEMORANDUM

ITEM NO. 5C

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Guillermo Olmedillo, Town Manager

Date: May 14, 2019

Subject: Additional Bigbelly Trash and Recycling Containers

BACKGROUND.

The amount of waste collected in the Business District and the street ends presents a challenge to a traditional system of collection. Recognizing a need for more efficient and effective public solid waste and recycling services, Public Works identified the Bigbelly solar compacting waste and recycling container system as a solution to this need.

The bullets listed below explain the benefits that we have obtained through the use of Big Belly containers presently in service:

- Improving trash collection productivity by reducing frequency;

Prior to implementation of the Bigbelly container system in 2017, public space facilities and locations were picked up daily by refuse collection routes which consist of a large operation vehicle and a three (3) to four (4) personnel crew. After the implementation of the Bigbelly system, pick up has decreased to three (3) times per week with a fleet pickup truck and a two (2) personnel crew. This reduction allows staff to perform other duties and reduces wear and tear of the equipment while reducing fuel consumption.

- Providing management tools for monitoring waste operations;

The Bigbelly container system is virtually monitored by computer software that notifies Public Works staff on the percentage of fullness of each system, quantifies pickup volumes for waste and recycling generation purposes and notifies staff when there is an issue with a unit. Issues include, but are not limited to, overflow, compactor malfunction and door jams.

- Eliminating overflowing trash and improve the overall cleanliness;

The Bigbelly containers system has a self-contained compactor device that assists with giving each unit additional storage capacity calculated at a 3:1 ratio. This system drastically reduces fullness overflows compared to a non-compacting

container system. Additionally, all the openings are closed with swing doors which hide any visual nuisance caused by trash. The units are self-contained and more aestically pleasing.

- Implementing a measurable recycling program;

Prior to the implementation of the Bigbelly container system, there were no measureables to the quantities of single stream recycling being produced by the Town in pedestrian areas. The Big Belly container system has provided quantity figures which assist the Public Works Department with setting objectives, such as; reducing cross contamination in recycling, setting recycling goals and quantifying waste volumes generated.

ANALYSIS.

Since 2017, the Town has procured twelve (12) Bigbelly units and another four (4) have been provided through commercial development agreements. The placement of current Bigbelly containers are presented in **Attachment A** titled – “*Proposed Big Belly Solar Locations*” dated February 15, 2017.

In terms of productivity, from September 29, 2018 to March 29, 2019, an 80%+ decrease in collection frequency; 51% diversion rate for contamination of recycling with regular trash; and a total of 19,654 gallons of waste and recycling was collected. Refer to **Attachment B** titled – “*Bigbelly System Summary Report*” dated March 29, 2019.

Since the implementation of the Bigbelly system, heat maps provided by the CLEAN software have been studied to determine which locations are of high pedestrian traffic and which locations are of low pedestrian traffic; as a result additional locations were determined for Bigbelly container system implementation.

CONSIDERATION.

The Public Works Department budgeted \$70,000 in the 2018/2019 Fiscal Year Solid Waste operating budget to lease through Big Belly Solar Inc., as a sole source, thirteen (13) additional trash/recycle compaction containers (Phase II) to complement the existing fleet of twelve (12). These containers are to replace the concrete containers currently used in the Business District and also to be placed at other high pedestrian traffic areas, such as parking lots and parks. Refer to **Attachment C** titled – “*Proposed Big Belly Solar Locations Phase II*” dated April 22, 2019.

The Additional leased units would be approved in Amendment No. 1 (“Amendment”) to the original Service Agreement with Big Belly Solar Inc. dated January 24, 2017. The Amendment proposes to increase quantity of units by an additional thirteen (13) units with a total Town leased inventory of twenty five (25) waste/recycling units and create one monthly billing cycle for all units, existing and proposed; establishing a single term and end date for the agreement to be sixty (60) months after execution of the Amendment. Phase II will not incorporate WI-FI units with hot spot compatibility since a favorable agreement in the Town’s best interest could not be reached.

Maintenance, replacement and upgrading of both existing and proposed units is included in the cost of the contract. This will eliminate The Town currently maintenance and repairs of the existing concrete containers. As part of the Amendment, Big Belly Solar Inc. will perform cosmetic replacement on existing units, which includes changing of solar bubble, plastic skins, hopper liners and update to technology on year 2022.

The cost to lease Phase II containers is budgeted in the 2018/2019 fiscal year budget in the Solid Waste Account # 001-5000-539-4403. The total monthly aggregate cost of the existing and proposed equipment will be \$3,889.00, with a one-time shipping fee for the new equipment of \$4,820.00.

RECOMMENDATION.

Staff recommends that the Town Commission adopt the attached Resolution approving Amendment No.1 to the Connect Service Agreement with Big Belly Solar Inc., for 13 additional trash/recycle compaction containers and extending the existing 12 containers for a concurrent term of 60 months with program termination date to the 2024/2025 fiscal year.

Reviewed by: HG / GO / LA

Prepared by: HG

TOWN OF SURFSIDE

Public Works Department

“Proposed Big Belly Solar Locations”

February 15, 2017

9293 HARDING AVENUE,
SURFSIDE, FL 33154
PHONE: (305) 861-4863

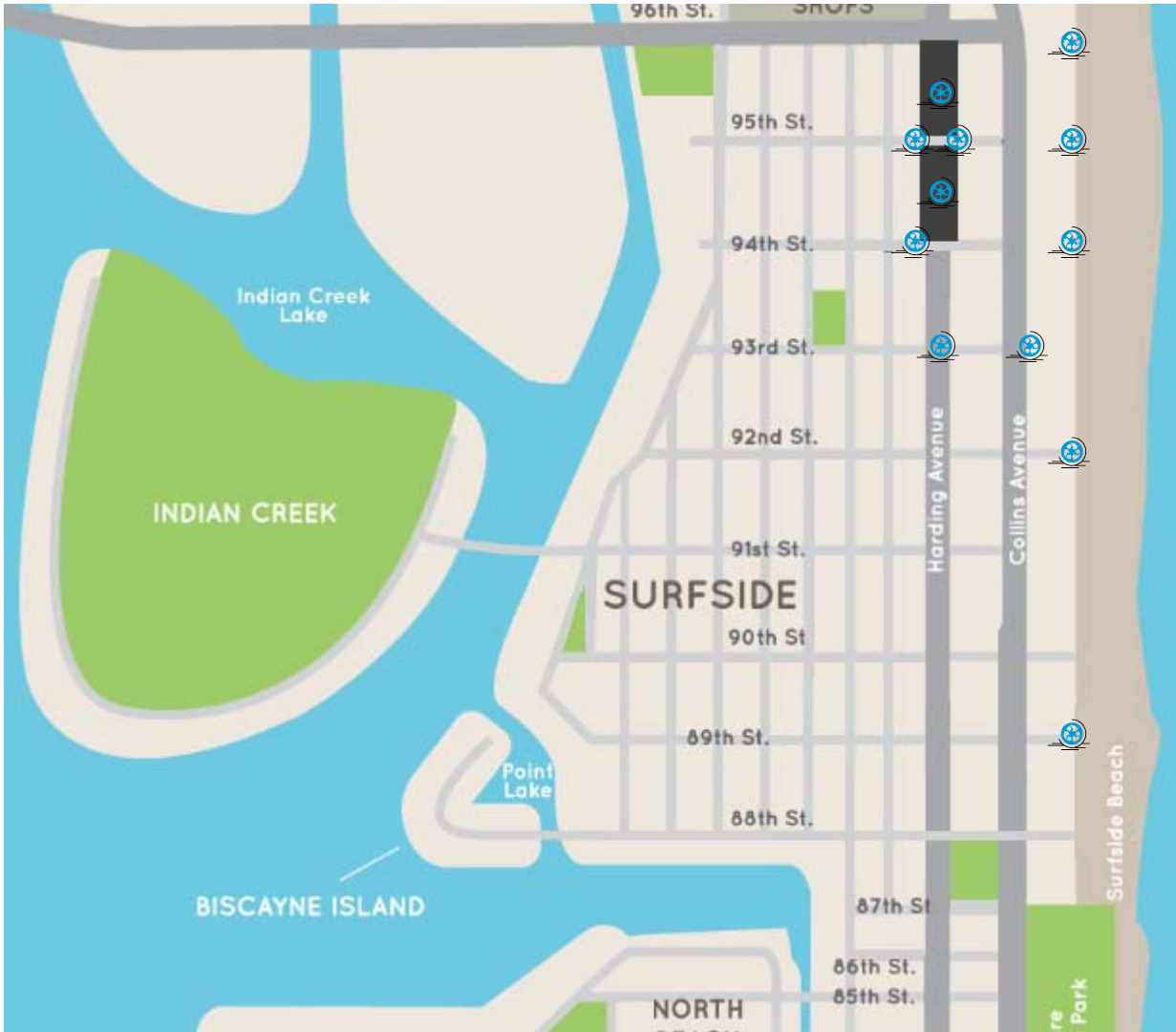
Prepared By:



Public Works Department



Figure A – “Proposed Location of Big Belly Solar Trash / Recycling Units”



Key:

 Big Belly Unit (Dual)

 Downtown Surfside

Scale: Not to Scale

Notes:

- 4 current units (purchased) exist at the following locations:
 - Grand Beach Hotel (2 each)
 - Abbot Parking Lot at Starbucks (1 each)
 - 90th Street Beach Access (1 each)
- This report is for internal coordination purposes only.



Bigbelly System Summary Report



The Town of Surfside

Last Six Months: **September 29, 2018** – Data Pulled: **March 29, 2019**

Bigbelly System Goals

- Improve productivity in trash collection by reducing frequency
- Provide management tools for monitoring waste operations
- Eliminate overflowing trash and improve the overall cleanliness
- Reduce the amount of trash collection locations
- Implement a measurable recycling program

Bigbelly System Configuration Twelve (12) HC/SC DBL Stations

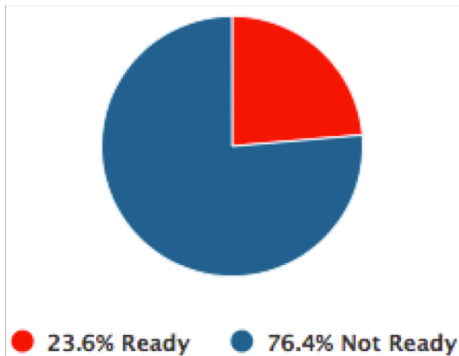


Operational Snapshot

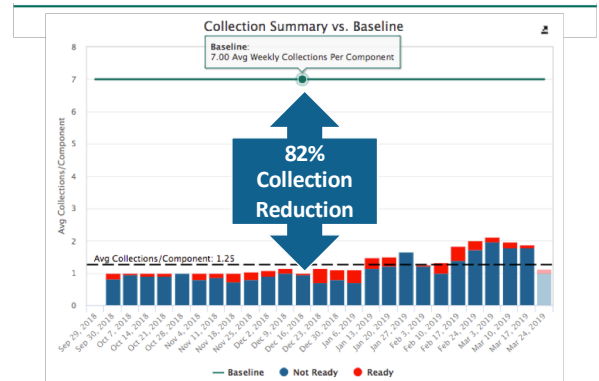
732 Total Collections Made
173 Efficient Collections Made

Collection Summary

Efficiency Rating To Date: **23.6%**



Baseline (Estimated Before Bigbelly): 7 Collections Per Week Per Bin



82% Reduction in collections with Bigbelly
1.25 Collections Per Week Per Component (Avg) w/ Bigbelly



Recycling Diversion Rate



- 48.9% Trash
- 51.1% Single Stream

Total Diversion 51.1%



559

76.4% of Total Collections

Stations Had Additional Capacity



173

23.6% of Total Collections

Stations Collected At Optimal Capacity

19,654 Gallons of Waste & Recycling

has been captured, contained and collected in the Bigbelly System

TOWN OF SURFSIDE

Public Works Department

“Proposed Big Belly Solar Locations Phase II”

April 22, 2019

9293 HARDING AVENUE,
SURFSIDE, FL 33154
PHONE: (305) 861-4863

Prepared By:



Public Works Department



OBJECTIVE

The Public Works Department was tasked to determine locations for implementation of 13 Big Belly (Recycling and Waste Units - Dual) in areas of high-density pedestrian traffic use. The locations are to compliment existing Big Belly fleet in order to attempt to effectively minimize littering in common space areas. Currently the Town has a total of 16 units throughout which vary as leased and purchased units.

EXISTING UNITS

The current Big Belly fleet can be found at the following locations:

- Leased Units Phase I (Dual) – 12 Total
 - 89th Street Beach Access
 - 92nd Street Beach Access
 - 93rd Street Community Center
 - Town Hall Building Entrance
 - 94th Street Beach Access
 - 95th Street Beach Access
 - 96th Street Beach Access
 - 94th Street 200 block (Wells Fargo)
 - Downtown Surfside – Publix Bus Stop (9400 Harding Ave)
 - Downtown Surfside – T Mobile (9435 Harding Ave)
 - Downtown Surfside – Vet. Wellness Center of Surfside (9530 Harding Ave)
 - Downtown Surfside – Greek Place / Araxi Burger (9561 Harding Ave)
- Town Owned Units (Dual / Single) – 4 Total
 - Grand Beach Hotel West (Dual)
 - Grand Beach Hotel East (Dual)
 - 90th Street Beach Access (Dual)
 - Abbott Parking Lot – Starbucks (Single – Refuse Only)

A full mapped listing can be found in **Attachment A** – “Proposed Big Belly Solar Locations”.

PROPOSED UNITS

Proposed phase II of the Big Belly program comes with a total of 13 dual units. The intent is to distribute them evenly in areas of high pedestrian traffic and high litter generation. In order to do this, a heat map as well as traffic report from Big Belly CLEAN system (Big Belly monitoring software) was obtained and used for proposed locations. Additionally, various areas with high litter generation were determined based on street litter program information. Gathered information is presented in **Attachment B** – “CLEAN Software Information”. The determined locations for phase II implementation are as follows:



- Proposed Leased Units Phase II (Dual) – 13 Total
 - Parks and Recreation - Veteran's Park /Tennis Center
 - Parks and Recreation - 96th Street Park
 - Street End - 88th Street Beach End
 - Parking Lot - Abbott Parking Lot
 - Parking Lot - Town Hall Parking Lot
 - Parking Lot - Post Office Parking Lot
 - Parking Lot - 94th Street Parking Lot
 - Parking Lot - 95th Street Parking Lot
 - Downtown Surfside – CVS Pharmacy (9578 Harding)
 - Downtown Surfside – Starbucks (9560 Harding Ave)
 - Downtown Surfside – Le Beau (9507 Harding Ave)
 - Downtown Surfside – 26 Tapas and Sushi (9487 Harding Ave - nearby crosswalk)
 - Downtown Surfside – United States Post Office (222 95 ST)

PROPOSED LOCATION PICTURES

Parks and Recreation - Veteran's Park /Tennis Center





Parks and Recreation – 96th Street Park



Street End – 88th Street Beach End





Parking Lot – Abbott Parking Lot



Parking Lot – Town Hall Parking Lot





Parking Lot – Post Office Parking Lot



Parking Lot – 94th Street Lot





Parking Lot – 9500 Lot



Downtown Surfside – CVS Pharmacy (9578 Harding Ave)





Downtown Surfside – Starbucks (9560 Harding Ave)



Downtown Surfside – Le Beau (9507 Harding Ave)





Downtown Surfside – 26 Tapas and Sushi (Nearby Crosswalk)



Downtown Surfside – United States Post Office (222 95 ST)





Attachment A

“Proposed Big Belly Solar Locations”.

TOWN OF SURFSIDE

Public Works Department

“Proposed Big Belly Solar Locations”

February 15, 2017

9293 HARDING AVENUE,
SURFSIDE, FL 33154
PHONE: (305) 861-4863

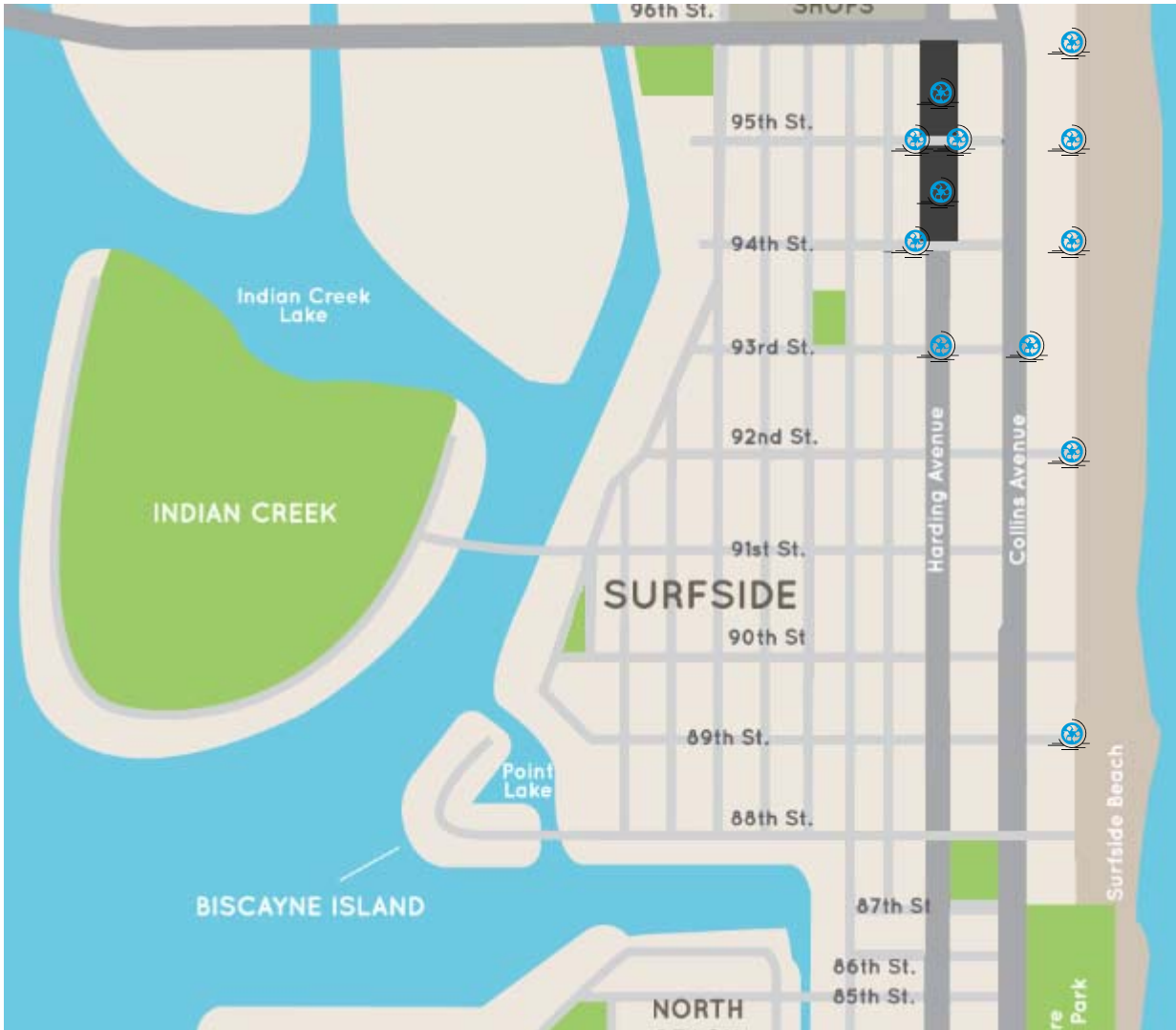
Prepared By:



Public Works Department



Figure A – “Proposed Location of Big Belly Solar Trash / Recycling Units”



Key:

 Big Belly Unit (Dual)

 Downtown Surfside

Scale: Not to Scale

Notes:

- 4 current units (purchased) exist at the following locations:
 - Grand Beach Hotel (2 each)
 - Abbot Parking Lot at Starbucks (1 each)
 - 90th Street Beach Access (1 each)
- This report is for internal coordination purposes only.



Attachment B

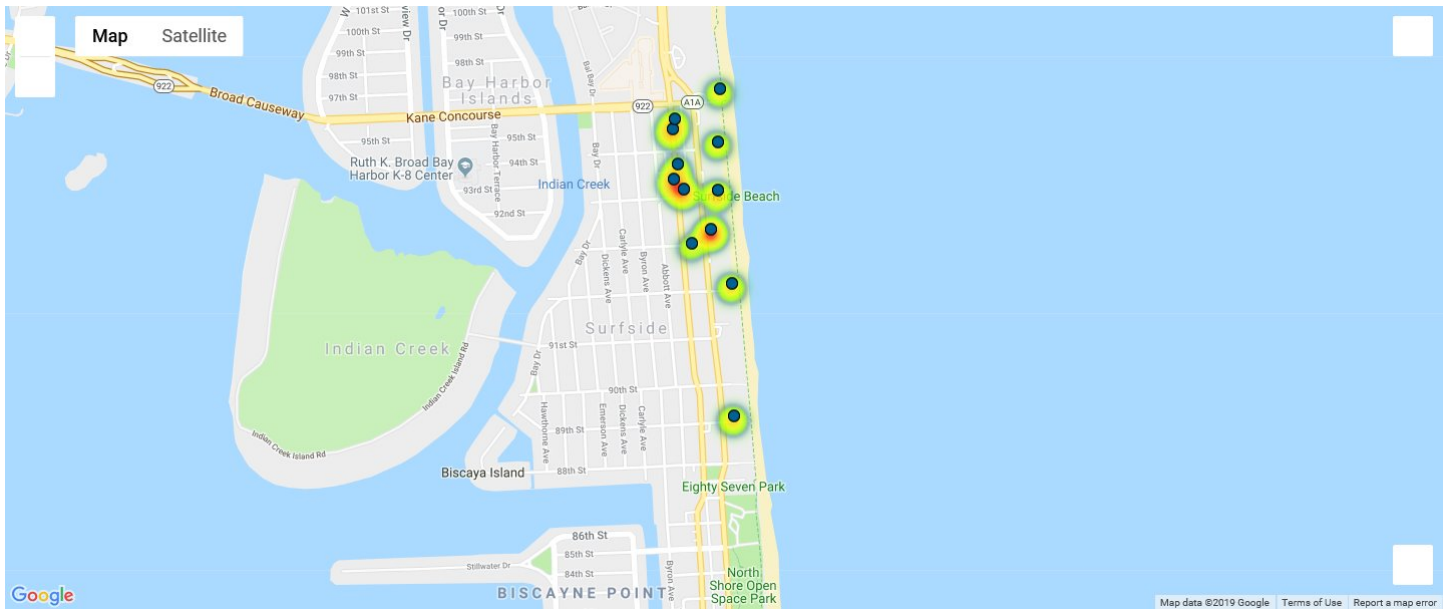
“CLEAN Software Information”.

Account: Surfside, Town of

User: Hector Gomez

Generated On: 04/19/2019

Heatmap Type: Highest Volume
For Time Period: October 19, 2018 - April 18, 2019
Filters:
Streams:All
Groups:All



Heatmap Report - CLEAN

Account: Surfside, Town of
 User: Hector Gomez
 Generated On: 04/19/2019
 For Time Period: October 19, 2018 - April 18, 2019
 Filters:
 Streams: All
 Groups: All

Serial	Description	Capacity	Streams	Gallons	Lat	Lng
1510558	Community Center	HIGH	Trash	2100	25.8819966666666666	-80.12196
1510558	Community Center	STANDARD	Single Stream	1133	25.8819966666666666	-80.12196
1510559	Publix Super Market - 9400 Harding Ave	STANDARD	Single Stream	1595	25.8839283333333333	-80.1235483333333333
1510559	Publix Super Market - 9400 Harding Ave	HIGH	Trash	420	25.8839283333333333	-80.1235483333333333
1510560	End of 95th St	STANDARD	Single Stream	792	25.8853766666666666	-80.12166
1510560	End of 95th St	HIGH	Trash	540	25.8853766666666666	-80.12166
1510561	Town Hall	STANDARD	Single Stream	539	25.8814716666666666	-80.1227966666666667
1510561	Town Hall	HIGH	Trash	450	25.8814716666666666	-80.1227966666666667
1510562	End of 92nd St	STANDARD	Single Stream	880	25.879915	-80.12108
1510562	End of 92nd St	HIGH	Trash	660	25.879915	-80.12108
1510563	End of 94th St	HIGH	Trash	990	25.8834983333333332	-80.1216816666666666
1510563	End of 94th St	STANDARD	Single Stream	968	25.8834983333333332	-80.1216816666666666
1510564	Wells Fargo - 94th St	HIGH	Trash	1200	25.8835416666666666	-80.12314
1510564	Wells Fargo - 94th St	STANDARD	Single Stream	1056	25.8835416666666666	-80.12314
1510565	Serendipity Cream - 9457 Harding Ave	STANDARD	Single Stream	660	25.884503906023177	-80.12338399917286
1510565	Serendipity Cream - 9457 Harding Ave	HIGH	Trash	600	25.884503906023177	-80.12338399917286
1510566	Florida Community Bank - 9526 Harding Ave	STANDARD	Single Stream	1023	25.8858483333333332	-80.1236116666666666
1510566	Florida Community Bank - 9526 Harding Ave	HIGH	Trash	780	25.8858483333333332	-80.1236116666666666
1510567	End of 89th St	STANDARD	Single Stream	1023	25.8748083333333334	-80.120995
1510567	End of 89th St	HIGH	Trash	690	25.8748083333333334	-80.120995
1510568	Metro PCS - 9559 Harding Ave	HIGH	Trash	720	25.8862566666666668	-80.123505
1510568	Metro PCS - 9559 Harding Ave	STANDARD	Single Stream	616	25.8862566666666668	-80.123505
1510569	End of 96th St	STANDARD	Single Stream	671	25.887426878674354	-80.12155766335809
1510569	End of 96th St	HIGH	Trash	660	25.887426878674354	-80.12155766335809

RESOLUTION NO. 2019- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AMENDMENT NO. 1 TO THE CONNECT SERVICES AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND BIGBELLY SOLAR, INC. FOR ADDITIONAL SOLAR POWERED TRASH/RECYCLE COMPACTION CONTAINERS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT TO THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as approved in Resolution No. 17-2414 on January 10, 2017, the Town of Surfside (“Town”) entered into that certain Connect Services Agreement with BigBelly Solar, Inc. (“Bigbelly”) dated January 24, 2017 for 12 solar powered trash/recycle compaction containers that include hardware and software with data collection and monitoring capability for waste and recycling operations (“Agreement”); and

WHEREAS, Resolution No. 17-2414 waived the bid process pursuant to Section 3-13(6) of the Town Code, and made a determination that Bigbelly is the sole source provider to the Town of solar powered trash/recycle compaction containers that include hardware and software with data collection and monitoring capabilities for waste and recycling operations; and

WHEREAS, the parties wish to amend the Agreement in order to add 13 additional units or equipment at a cost of \$2,124.20 monthly service fee (together with a one-time shipping fee for the equipment of \$4,820.00), and to amend other provisions of the Agreement, all as set forth in Amendment No. 1 to the Agreement attached hereto as Exhibit “A” (“Amendment”); and

WHEREAS, the Town Commission finds that the Amendment is in the best interest and welfare of the Town and its residents and wishes to approve same in substantially the form attached hereto as Exhibit “A.”

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval of Amendment to Agreement and Authorization. The Amendment between the Town and Bigbelly, substantially in the form attached hereto as Exhibit “A”, is hereby approved. The Town Commission authorizes the Town Manager to execute the

Amendment on behalf of the Town, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney as to form and legal sufficiency.

Section 3. Implementation. The Town Manager is authorized to take all action necessary to implement the purposes of this Resolution and the Amendment.

Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this _____ day of May, 2019.

Motion by _____.

Second by _____.

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Daniel Gielchinsky _____

Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC,
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



AMENDMENT TO CONNECT SERVICES AGREEMENT

Reference: Service Schedule No. 00001 to Bigbelly Connect Services Agreement No. 10071 between Town of Surfside, FL and Big Belly Solar, Inc. (together, the “Agreement”)

This First Amendment to Connect Services Agreement (“Amendment”) is entered into effective as of _____, 2019 (the “Effective Date”) by and between Town of Surfside, FL (“Customer”) and Big Belly Solar, Inc. (“Bigbelly”), a Delaware corporation, registered and authorized to transact business in the State of Florida .

WHEREAS, Bigbelly and Customer are parties to the above-referenced Agreement dated as of January 24, 2017; and

WHEREAS, Customer desires to add additional Equipment to the Agreement and further amend certain provisions as set forth herein.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, Bigbelly and Customer agree as follows:

A. New Equipment.

1. Effective as of the Effective Date, the Equipment/Hardware Configuration table set forth on the first page of the Agreement is amended by adding the additional Equipment identified below (“New Equipment”), which is in addition to the Equipment already contracted for under the Agreement (“Existing Equipment”):

New Equipment/Hardware Configuration		
13	HC5/SC5.5 Double Stations with Side Message Panels and [HC] Foot Pedals	
	New Equipment Service Fee: Total Monthly System Cost	\$2,124.20
	New Equipment Shipping: One Time Fee	\$4,820.00
	<i>Current Monthly Fee (Existing Equipment)</i>	\$1,764.00
	<i>Total Aggregate Monthly Fee (New and Existing Equipment)</i>	\$3,888.20

2. The monthly rates and fees set forth in Section A(1) above shall be effective upon delivery of the New Equipment subject to this Amendment.
3. The Term of the Agreement with respect to the New Equipment shall be sixty (60) months, as the same may be extended, commencing upon delivery of the New Equipment subject to this Amendment.
4. The Term of the Agreement with respect to the Existing Equipment shall be extended for a new sixty (60) month period, commencing upon delivery of the New Equipment subject to this Amendment, to be made coterminous with the New Equipment.

B. Renewal Maintenance

1. The Agreement is hereby amended to incorporate the following provision as Section 4.1(J):

Renewal Maintenance. Based on the renewal of the Existing Equipment as described in Section A(4) above, Bigbelly will perform certain maintenance services on Qualifying Equipment at no additional cost as further set forth in “Attachment B”, which is attached hereto and incorporated herein. (For clarification, this is in addition to the annual cleaning and inspection visit already provided under Section 4.2 of the Agreement.)

C. Public Records.

1. The Agreement is hereby amended to delete Section 6.20 in its entirety and replaced with the following:

6.20 Ownership and Access to Records; Public Records. The following provision is added to the Agreement: Notwithstanding anything to the contrary in the Agreement, the Agreement and all work, deliverables and services provided by Bigbelly are subject to Florida’s Public Records Law (Chapter 119, Florida Statutes), including but not limited to the following:

- 6.20.1 All records, books, documents, maps, data, deliverables, papers and financial information (the “Records”) that result from Bigbelly providing the Services to the Town under the Agreement shall be the property of the Town.
- 6.20.2 Bigbelly agrees to keep and maintain public records in its possession or control in connection with its performance under the Agreement. Bigbelly additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Bigbelly shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 6.20.3 Upon request from the Town custodian of public records, Bigbelly shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 6.20.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 6.20.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Bigbelly shall be delivered by the Bigbelly to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Bigbelly shall be delivered to the Town in a format that is compatible with the Town’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Bigbelly shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 6.20.6 Any compensation due to Bigbelly shall be withheld until all records are received as provided herein.
- 6.20.7 BigBelly’s failure or refusal to comply with the provisions of this section may result in the immediate termination of the Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

IF BIGBELLY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LEVEL ACCESS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: SANDRA NOVOA, MMC, TOWN CLERK
Mailing address: 9293 Harding Avenue, Surfside, Florida 33154
Telephone number: 305-887-9541
Email: snovoa@townofsurfsidefl.gov

D. Insurance.

1. The Agreement is hereby amended to add the following provisions as Section 4.2(I):

4.1(I) Insurance to be Provided by Bigbelly.

- 4.1 Bigbelly shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of Bigbelly's insurance and shall not contribute to Bigbelly's insurance.
- 4.2 Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- 4.3 Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of Bigbelly shall be allowed to provide Services pursuant to the Agreement who is not covered by Worker's Compensation insurance.
- 4.4 Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 4.5 Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured with respect to the Commercial General Liability and Business Automobile policies, no later than ten (10) days after award of this Agreement and prior to the execution of the Agreement by Town and prior to commencing any Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation of said policies or insurance. Bigbelly shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of the Agreement, including any extensions or renewals that may be granted by the Town. The

Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to the Agreement and shall state that such insurance is as required by the Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished as soon as reasonably practical. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled. Acceptance of the Certificate(s) is subject to approval of the Town.

4.6 Additional Insured. The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of Bigbelly in performance of the Agreement. Bigbelly's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Bigbelly's insurance. Bigbelly's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

4.7 Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. Bigbelly shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

4.8 The provisions of this section shall survive termination of the Agreement.

E. Miscellaneous.

1. For purposes of this Amendment, capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.
2. Except as modified hereby, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first set forth above.

Customer: Town of Surfside, Florida

Big Belly Solar, Inc., a Delaware Corporation

By: _____

By: _____

Name: _____

Name: Jeff Wakely

Title: _____

Title: CFO

Date: _____

Date: _____

Attest:

Town Clerk

Approved as To Form and Legal Sufficiency:

Weiss Serota Helfman Cole & Bierman, P.L.

ATTACHMENT B
Renewal Maintenance


In accordance with and subject to Section 4.1(J) of the Agreement, Bigbelly will perform the following maintenance services identified below as part of a one-time system refresh on Qualifying Equipment. “Qualifying Equipment” includes only the Existing Equipment that was originally procured under this Agreement that will have reached 5-years from the date of original purchase. Bigbelly will work with the Town to schedule an onsite visit to perform such services upon the Qualifying Equipment reaching 5-years in service. (For avoidance of doubt, the term with respect to the Existing Equipment commenced on April 1, 2017, thus they will have reached 5 years in service as of March 31, 2022).

Service	Description
Station deep cleaning	Power wash, both interior and exterior
Replace the station solar bubble	Cosmetic replacement
Replace station plastic side skins	Cosmetic replacement
Replace station hopper liner	Consumable item
Replace technology that has gone obsolete	This applies chiefly to cellular networks repurposing spectrum for other uses and affects 3G modems



MEMORANDUM

ITEM NO. 5D

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager 
Date: May 14, 2019
Subject: SunTrust Purchasing Card Agreement

The subject agreement will implement a more robust and secure credit card arrangement than what the Town currently deploys. The agreement will allow credit cards to be issued to employees for purchases of convenience that still follow the Town's purchasing rules. Each card issued will be approved by Finance and the Town Manager and will have restrictions on them regarding single-transaction and monthly total transaction limits. Additionally, certain merchant codes, products, or services will be prohibited. Employees will be able to upload receipts, accounting information, and approvals that will be reviewed by their department head or another person and will again be reviewed at the accounts payable level.

Currently, the Town uses a handful of American Express credit cards that are not well-suited to the Town's needs.

This purchasing card program is used by many South Florida municipalities and will easily integrate into the Town's ERP system.

Finally, while not a predominate reason for choosing this system, the Town may be eligible for cash rebates once certain thresholds are reached.

We recommend approval of this agreement.

Reviewed by GO


Prepared by CW

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A COMMERCIAL CARD AGREEMENT WITH SUNTRUST BANK; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) wishes to establish a commercial credit card account to improve efficiencies within the Town; and

WHEREAS, the Town has conducted a review of commercial credit card account providers and finds that the proposal provided by SunTrust Bank (“SunTrust”) is in the best interests of the Town; and

WHEREAS, the Town wishes to enter into a Commercial Card Agreement and Addendum (collectively, the “Agreement”) with SunTrust in substantially the form attached hereto as Exhibit “A”; and

WHEREAS, the Town Commission finds that the Agreement is in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval and Authorization. The Agreement, substantially in the form attached hereto as Exhibit “A” is approved, subject to such changes as may be acceptable to the Town Manager and the Town Attorney as to form and legality. The Town Commission authorizes the Town Manager to execute the Agreement on behalf of the Town.

Section 3. Implementation. The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the Agreement.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED on this 14th day of May, 2019.

Moved By: _____
Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen _____
Commissioner Michael Karukin _____
Commissioner Tina Paul _____
Vice Mayor Daniel Gielchinsky _____
Mayor Daniel Dietch _____

Daniel Dietch
Mayor

ATTEST:

Sandra Novoa, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



Governmental Entity Commercial Card Agreement

Full Name of Governmental Entity Town of Surfside			
Attention			
Street Address 9293 Harding Avenue	City Surfside	State FL	Zip Code 33154
Authorized Signature:		Signature Date:	
Name of Governmental Entity's Authorized Signatory:			
Title:			
Accepted by SunTrust Bank (signature):		Effective Date: (To be Completed by SunTrust)	
Name & Title:			
By signing above, both SunTrust and the Governmental Entity agree to the attached <u>TERMS AND CONDITIONS.</u>			

I. Initial Term (check one): Three (3) Years or Five (5) Years

II. Card Network.

MasterCard Visa

III. Commercial Card Program(s):

Purchasing Card Employee Expense Card Executive Corporate Card Central Travel Account

IV. Enterprise Spend Platform.

Enterprise Spend Platform ("ESP"), an online card management solution with an integrated suite of application modules for managing travel and entertainment, procurement, and payables, is one of the Technology Solutions referenced in Section 20 below. **ESP Payables Module.**

Yes No

The ESP Payables Module is an optional feature within ESP. If the Governmental Entity has chosen the ESP Payables Module then the Governmental Entity also acknowledges and agrees that it will provide the Bank with a list of its suppliers and related contact information. The Governmental Entity shall be responsible for obtaining any consents required from its Suppliers to enable the Governmental Entity and/or the Bank to disclose and use its Suppliers' information for use with ESP and the Program.

ESP Buyer Initiated Payments Option.

Yes No

The ESP Buyer Initiated Payments ("BIP") option is an optional feature used for payables and purchasing card and is described in the ESP Materials. Please note that, as a condition of using BIP, the **GOVERNMENTAL ENTITY AGREES TO IRREVOCABLY WAIVE ANY AND ALL CHARGEBACK RIGHTS IT MAY HAVE ON ANY PAYMENT MADE TO A SUPPLIER USING THE BIP PAYMENT OPTION.**

V. Cash Advances using a PIN.

Shall be permitted
 Shall not be permitted

VI. Invoicing. Charges and Fees shall be invoiced via:

Card Statement
 Account Analysis: Governmental Entity payments processed via the Governmental Entity's Deposit Account @ SunTrust – DDA#

“Account Analysis” means the Bank’s billing system used to manage billing for certain products/services. If the Governmental Entity elects to use Account Analysis for billing and payment of fees due the Bank, the Governmental Entity, by listing its Deposit Account number above authorizes the Bank to direct debit such fees to the Governmental Entity Deposit Account.

VII. Cardholder Information Requirement.

The Governmental Entity shall provide the following Cardholder information: Name, business address, billing address, telephone number, and the last four digits of the Cardholder’s social security number.

VIII. Card Delivery. The Card(s) shall be delivered to:

The Governmental Entity at:

Attention			
Street Address	City	State	Zip Code
9293 Harding Avenue	Surfside	FL	33154

Each Individual Cardholder

IX. Program Administrators. The Governmental Entity designates the following individuals as authorized Program Administrator(s). The Governmental Entity may change or add designated Program Administrator(s) by written notice to the Bank.

Name	Title		
Email Address		Telephone	
Street Address	City	State	Zip Code
9293 Harding Avenue	Surfside	FL	33154

Name	Title		
Email Address		Telephone	
Street Address	City	State	Zip Code

Name	Title		
Email Address		Telephone	
Street Address	City	State	Zip Code

X. Account Controls.

(A) Card Accounts: Controls regarding Card Accounts are established during the implementation process and may be amended from time to time by the Governmental Entity or the Bank.

(B) Emergency Replacement Cards: In the event any Card is lost, stolen, or damaged and a replacement Card is required during weekends, holidays, or Bank closing hours, the Cardholder may call the Network to obtain a temporary Emergency Replacement Card. The Governmental Entity understands and acknowledges that Network Emergency Replacement Cards are not controlled by the Governmental Entity’s account controls set forth on the Implementation Form but, rather, are controlled in accordance with the standard Network operating procedures in effect at the time of replacement. The Network Emergency Replacement Cards are valid for a limited period of time and the Cardholder must immediately contact the Bank for a permanent Card which shall be issued with the Governmental Entity’s account controls.



**Governmental Entity Commercial Card
Exhibit A: Fee Schedule**

Governmental Entity:

Date:

Card Fees	
Item	Cost
Annual Card Fee	\$0
Annual Executive Card Fee (Corporate Card Only)	\$100 per card
Central Travel Account (CTA) Annual Fee	\$150 per account
Annual Rewards Fee (Corporate Card Only)	\$75 per enrolled card
Cash Advance Fee	3% (\$3 minimum)
Late Fee Central Bill	1.5% of outstanding balance
Late Fee Individual Bill (Corporate Card Only)	\$30
Foreign Transaction Fee	Pass through from Network (currently 1%)
Non-Sufficient Fund Fee	\$29 each
Copy of Sales Slips & Statements	\$5 each
Card Replacement Fee	None
"Rush" Delivery Fee for Card Replacement	\$25
Program Administration Annual Maintenance Fee	\$3,500. Paid in arrears if prior year's Annual Spend does not exceed \$500,000 WAIVED
Supplier Maintenance Fee (Payables Manager Only)	\$25 per supplier. Paid in arrears for each supplier with zero dollar spend after 12 months of enrollment WAIVED

Governmental Entity Fees	
Item	Cost
One Time Fees	
Card Design: Logo	\$1,000 WAIVED
Card Design: Custom Plastic	Priced upon request
Data Extract: File Set-up Fee (Standard)	Included
Data Extract: File Set-up and Maintenance Fee (Custom) per file	Priced upon request
Data Extract: Auto-Generate Set-up Fee	\$1,500 WAIVED
Data Extract: Auto-Delivery Set-up Fee	\$1,500 WAIVED
ESP Module: Statement Manager Set-up Fee	Included
ESP Module: Expense Manager Set-up Fee	\$5,000 WAIVED
ESP Module: Payables Manager Set-up Fee	\$5,000 WAIVED
ESP Module: Requisition Manager Set-up Fee	\$5,000 WAIVED
ESP Module: Transaction Manager Set-up Fee (Single Level Approval)	\$1,000 WAIVED
ESP Module: Transaction Manager Set-up Fee (Multi Level Approval)	\$5,000 WAIVED
FTP Set-up Fee	\$2,500 WAIVED
File Translation Set-up Fee and Maintenance Fee per file	\$2,500 WAIVED
Imaging Set-up Fee	\$1,000 WAIVED
Online Form Set-up Fee (Standard Forms)	Included
Online Form Set-up Fee (Custom Forms)	Up to \$1,000 per form
Third Party Data Import Set-up Fee	\$5,000 per 3 rd Party
Training: Instructor led, web-based for Program Administrator(s)	Included
Training: On site	\$2,500 per day WAIVED
Monthly Fees	
Expense Report Fee	\$2.00 per expense report WAIVED
Imaging Fee	\$0.35 per image (\$100 minimum per month) WAIVED
Statement Manager: 3 rd Party Statement Fee	\$2.00 per statement WAIVED
Miscellaneous Fees	
Professional Services	\$250 per hour

NOTE: Notwithstanding anything to the contrary in the Agreement or this Fee Schedule, all fees, charges and rebates are **subject to change by the Bank upon 60 days prior written notice** to the Governmental Entity if an event external to the Bank materially increases the Bank's cost of providing the Program or decreases the revenue the Bank receives from the Program during the term of this Agreement (for example:

changes in Network rules; decreases in interchange revenue paid to the Bank by a Network; changes in federal or state laws, rules or regulations; increases in funding costs due to interest rate changes or deterioration in Governmental Entity's financial condition).



**Governmental Entity Commercial Card
Exhibit B: Rebate Program**

Net Spend Rebate Program

In accordance with the table below, at the end of each rebate period, the Governmental Entity shall receive a revenue share of its Net Spend* based upon the following calculation. The Annual Spend amount shall determine the Rebate Rate. The Net Spend shall be the Annual Spend less Cash Transactions less Large Ticket Transactions less Negotiated Interchange Transactions. "Cash Transactions" means transactions from financial institutions such as cash advances, convenience checks, travelers' checks, gift cards, etc. "Large Ticket Transactions" means transactions that qualify for reduced interchange rates. "Negotiated Interchange Transactions" means transactions from merchants that have negotiated reduced interchange rates and transactions that carry network payment gateway transactions. At the end of each rebate period, the Net Spend Rebate* shall be the Net Spend for the rebate period, multiplied by the Rebate Rate described below and reduced by charge-offs (which may carry over to subsequent rebate periods). "Charge-offs" means all amounts that remain unpaid by the Governmental Entity or Cardholder for a period of 180 days, including personal charges made by the Cardholder or Authorized User.

Rebate periods are measured on an annual 12-month cycle commencing the month of the Activation Date and shall continue for consecutive annual periods during the term of the Agreement. If the Agreement terminates during any such rebate period for any reason, other than a termination by Bank pursuant to Section 9(c), the Governmental Entity shall receive a rebate based on such rebate period's to-date spend. Rebate payments shall be paid to the Governmental Entity by ACH within sixty (60) days after the end of each rebate period, or, if applicable, after the effective date of termination of the Agreement.

Purchasing Card Annual Spend \$	Rebate Rate		
	Monthly Bill 18 days payment	2x Monthly Bill 10 days payment	Weekly Bill 5 days payment
<\$1MM	0.00%	0.00%	0.00%
\$1MM to \$25MM	1.10%	1.20%	1.30%
\$25MM to \$50MM	1.25%	1.35%	1.45%
>\$50MM	1.35%	1.45%	1.55%

LTI Rebate Rate	0.35%
Negotiated Rebate Rate	0.35%

* Net Spend Rebate = [Net Spend x Rebate Rate] – [Charge-offs]
 Net Spend = [Annual Spend] - [Cash Transactions] – [Large Ticket Transactions] – [Negotiated Interchange Transactions]
 Annual Spend = [Purchases] + [Cash Transactions] – [Credits] – [Fees]

Corporate Card Annual Spend \$	Rebate Rate Monthly Bill 25 days payment
<\$1MM	0.00%
\$1MM to \$25MM	0.80%
\$25MM to \$50MM	0.95%
>\$50MM	1.05%

LTI Rebate Rate	0.35%
Negotiated Rebate Rate	0.35%

* Net Spend Rebate = [Net Spend x Rebate Rate] – [Charge-offs]
 Net Spend = [Annual Spend] - [Cash Transactions] – [Large Ticket Transactions] – [Negotiated Interchange Transactions]
 Annual Spend = [Purchases] + [Cash Transactions] – [Credits] – [Fees]

Large Ticket and Negotiated Interchange Transactions Rebate Program

At the end of each rebate period, the Governmental Entity shall receive a revenue share of its Large Ticket Transactions and Negotiated Interchange Transactions based upon the following calculation. The Large Ticket Rebate shall be the total of the Large Ticket Transactions for the rebate period multiplied by the LTI Rate set forth in the applicable table above. The Negotiated Interchange Transactions Rebate rate shall be the total of the Negotiated Interchange Transactions for the rebate period multiplied by the Negotiated Rate set forth in the applicable table above. The rebate periods are measured on an annual 12-month cycle commencing the month of the Activation Date and shall continue for consecutive annual periods during the term of the Agreement. Rebate payments shall be aggregated with the Net-Spend Rebate Program and paid to the Governmental Entity by ACH within sixty (60) days after the end of the rebate period.

Rebate Payments Authorization

The Bank will initiate the rebate to the Governmental Entity by ACH credit entry to the depository account noted below within sixty (60) days following the established rebate payment time. Governmental Entity also authorizes Bank to initiate ACH debits to the Governmental Entity's depository account as necessary to correct errors in Rebate payments.

This Authorization will remain in effect until the Governmental Entity notifies Bank in writing (in accordance with the notice provisions of the Agreement) to revoke this Authorization and the Bank has a reasonable time to implement the revocation.

The Bank is authorized to terminate the Authorization at any time by written notice mailed to Governmental Entity's last known address.

The Bank is authorized to send the Commercial Card Rebate ACH payment to Depository Bank Name _____ Transit and Routing Number _____ Account Number _____ in the name of _____ ("Governmental Entity Depository Account").

This Authorization is subject to the terms and conditions of this Agreement, any other account agreements, and applicable State and Federal law and regulations in effect from time to time. The Governmental Entity also agrees to be bound by the NACHA Operating Rules.

[Remainder of Page Intentionally Left Blank]



Corporate Liability Commercial Card Agreement

TERMS AND CONDITIONS

This Commercial Card Agreement (“**Agreement**”), effective as of the date set forth above (the “**Effective Date**”) between SunTrust Bank (the “**Bank**”) and the above-named **Company** is governed by the following Terms and Conditions:

Recitals

A. The Company has applied to the Bank for commercial card account services and associated technology solutions (the “**Program**”) to be established in the name of the Company.

B. The Bank agrees to provide the Program to the Company under the terms and conditions stated herein.

Terms and Conditions

1. Definitions.

(a) “**Activation Date**” means the first date upon which a Card is used by an Authorized User.

(b) “**Affiliate**” means any legal entity which controls, is controlled by, or is under common control with a party to this Agreement. For purposes of this definition, “control” means direct or indirect ownership of more than 50% of the voting, economic or equity interest in an entity.

(c) “**Authorized User**” means a Cardholder or any person whom the Company or any Cardholder authorizes to use a Card.

(d) “**Card**” or “**Cards**” means any physical card and/or Card Account issued by the Bank to the Company (or its Affiliates) for its Cardholders pursuant to this Agreement. A physical card may contain a magnetic stripe and/or embedded chip technology. A card with embedded chip technology is referred to herein as a “Chip Technology Card”.

(e) “**Card Account**” means the account number established for each Card under the Company Account for posting Card transactions and other account activities.

(f) “**Card Credit Limit**” means the amount of Charges and Fees to which a Card Account can be limited by the Bank.

(g) “**Cardholder**” means the individual in whose name a Card Account is issued or who is designated by the Company as being expressly authorized to use such Card Account on behalf of the Company. The Company acknowledges that this definition of a Cardholder is for the purpose of this Agreement only and may not apply with respect to other commercial card services or features including the Network Corporate Liability Waiver or any travel insurance program that may be offered by the Bank.

(h) “**Cardholder Agreement**” means the agreement between the Bank and a Cardholder governing the use of a Card, as the same may be amended by the Bank from time to time.

(i) “**Cash Advances**” means use of a Card Account to obtain cash or its equivalent (including money orders, traveler’s checks or similar cash-like transactions).

(j) “**Charge**” means a purchase or Cash Advance charged to a Card Account.

(k) “**Company**” means the corporate entity named on page 1 of this Agreement and the Affiliates designated in Section XI above, if any. The Company will have the right to (i) delete one or more of its Affiliates upon written notice to the Bank, and (ii) add Affiliates upon the prior written approval of the Bank, which approval shall not be unreasonably withheld.

(l) “**Company Account**” means the corporate liability account to be established by the Bank in the name of the Company. The Company Account includes one or more Card Accounts each with a specified account number.

(m) “**Company Credit Line**” means the aggregate maximum amount to which the Bank can collectively limit Charges and Fees on all Card Accounts.

(n) “**Confidential Information**” means all non-public information regarding the parties and Personally Identifiable Information and will include all Trade Secrets and Confidential Business Information of each Party and any third party information that the Bank or Company is obligated to hold in confidence, including, but not limited to, Trade Secrets and Confidential Business Information of any such third party, including Suppliers. As used herein, “**Trade Secrets**” means, without limitation and without regard to form, technical or non-technical data, formulas, patterns, compilations, programs, software programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, non-public forecasts, studies, projections, analyses, all customer data of any kind, or lists of actual or potential customers or Suppliers, business and contractual relationships, or any information similar to the foregoing which: (a) derives economic value, either actual or potential, from not being generally known and not being readily ascertainable by proper means to other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. As used herein, “**Confidential Business Information**” means any valuable, non-public business information, other than Trade Secrets, that is reasonably identified as confidential at the time of the disclosure. All software the Bank provides to Company, whether owned by the Bank or any third party provider, will be considered “Confidential Information” pursuant to this Agreement. “Confidential Information” does not include information that (i) is or becomes generally known to the public not as a result of a disclosure by either party, (ii) is rightfully in the possession of the receiving party prior to disclosure by the disclosing party without the obligation of confidentiality, (iii) is received by the receiving party in good faith and without restriction from a third party, not under a confidentiality obligation to the disclosing party and having the right to make such disclosure, (iv) is independently developed by the receiving party without use of or access to the disclosing party’s Confidential Information, or (v) is disclosed with the prior written approval of the disclosing party.

(o) “**Fees**” mean the fees described in the above Fee Schedule.

(p) “**Network**” means the applicable Card network (MasterCard or Visa) as identified above, that operates the payment system through which Card transactions are processed at the point of sale or use.

(q) “**Personally Identifiable Information**” means Cardholder information obtained by the Bank by virtue of the Bank’s provision of the services requested by the Company under this Agreement including Cardholder names, addresses, telephone numbers, email addresses, Card information, Card numbers, Credit Limits, account information and other information which may be used to identify a specific individual.

(r) “**Program Administrator**” means the person(s) the Company designates above in connection with the day-to-day operation and administration of the Program as described in Section 4(c).

(s) **"Supplier" or "Merchant"** means the individual or entity from whom an Authorized User procures goods and/or services utilizing a Card Account as payment.

(t) **"Unauthorized Use"** means the use of a Card by a person other than an Authorized User who does not have actual, implied, or apparent authority for such use, and from which the Company, Cardholder and/or an Authorized User received no benefit, directly or indirectly.

2. Card Accounts and Credit Limits.

(a) **Issuance of Cards.** The Bank will issue Card Accounts to the Company and Cardholders and establish the Program in accordance with this Agreement. The Bank will manage the operation, content and features of each Card Account pursuant to the rules established by the applicable Network.

(b) **Lending to Company; Credit Line/Credit Card Limits and Modification of Limits.** The Bank will lend money to the Company via Charges and applicable Fees incurred by a Card Account. The Bank has the right to limit all Charges and Fees owed by Company to the Company Credit Line and by a Cardholder to such Cardholder's Card Credit Limit. If the Company Credit Line or a Card Credit Limit is exceeded, certain Fees may apply. **The Bank may modify the Company Credit Line or a Card Credit Limit at any time in its sole discretion. The Bank shall use reasonable efforts to notify the Company of any such modification.**

3. Charges and Fees.

(a) **Use of Cards.** Authorized Users may use the Cards and incur Charges for business purposes only to (i) purchase goods or services; and (ii) if permitted, receive Cash Advances. Any use by an Authorized User of a Card, whether or not the Card was presented in person or used when the card is not present (such as Internet, mail or telephone order purchases) and whether or not the Cardholder's signature was obtained, may result in a Charge to a Card Account. For Cash Advances, the Bank adds an additional Fee. A Cash Advance may also include a surcharge imposed by the Merchant or ATM operator.

(b) **Foreign Exchange.** The Bank and the Network convert any Charge made in a foreign currency into U.S. dollars using the conversion rate in effect on the day the transaction is posted to a Card Account. The Network conversion charge and the Bank's current conversion charge (the "Foreign Exchange Fee") are added to the transaction amount. The currency conversion rate may not be the same as existed on the day the Authorized User actually initiated the transaction. Please note that, if a credit is subsequently given for the transaction, the currency conversion rate at the time the credit is issued shall be applied. Therefore, the credit currency conversion rate may differ from the rate applied to the original charge, and as a result, the amount of the credit may be different from the amount that was originally charged for the transaction. The amount of the transaction after conversion (including Foreign Exchange Fee) is shown on the statement.

(c) **Late Payment Fees.** If the amount due in the periodic statement is not paid in full on or before the stated payment due date, the unpaid portion of the outstanding balance will be shown in subsequent periodic statements as a "past due amount." If the past due amount is greater than Twenty-Five dollars (\$25.00), the Bank may assess a fixed dollar amount or percentage of the past due amount as described in the Fee Schedule ("Late Payment Fee"). The Bank may assess the Late Payment Fee in each subsequent periodic statement until the past due amount is paid in full.

4. Company Responsibilities.

(a) **Use of Cards for Business Purposes only in Accordance with Agreement.** By signing this Agreement, the Company is bound by all of the terms and conditions and any subsequent amendments. The Company agrees (and agrees to notify its Cardholders) that the Card may be used for business purposes only and will not be used for

personal, family or household purposes, or for any transaction illegal under state or federal law, or under applicable Network rules. The Company is responsible for any use of a Card by an Authorized User, including any illegal or other prohibited use. The Company shall establish and monitor internal procedures and guidelines for use of the Cards. The Bank will have no obligation to inquire or verify whether use of a Card by an Authorized User complies with such procedures or guidelines.

(b) **Affiliates of Company.** Any act or omission of any Affiliate of the Company shall be deemed an act or omission of the Company for which Company and such Affiliate shall be jointly and severally liable, including liability for any fees and charges incurred by such Affiliate.

(c) **Appointment and Duties of Program Administrators.** The Company authorizes its designated Program Administrator(s) to complete documentation and otherwise act on behalf of the Company in connection with the day-to-day operation and administration of the Company Account. The Bank may deal with any person who reasonably identifies himself/herself as a Program Administrator in all matters relating to the operation and administration of the Company Account and is entitled to rely on any communication signed by a Program Administrator and on any instructions, authorization or information received from a Program Administrator. The Bank is not responsible for any Program Administrator that exceeds the limits of their authority. The Company may change the person(s) designated as a Program Administrator by written notice to the Bank and any such change will be effective upon receipt by the Bank of such notice, after the Bank has a reasonable opportunity to act.

(d) **Unencrypted Email.** The Company recognizes that unencrypted email is inherently insecure and that such communications and transfers occur openly and can be monitored, intercepted, rerouted, copied and read by others. If the Company chooses to communicate with the Bank using unencrypted email, the Company assumes the entire risk for such use.

(e) **Cardholder Identification Information.** The Company will provide to the Bank the identification information regarding each Cardholder as described in Section VII above and update this information from time to time during the term of this Agreement. The Company is responsible for notifying each Cardholder that such identification information is being provided to the Bank for the purpose of establishing a Card Account.

5. **Card Issuance to Cardholders.** The Company will send a request for a Card to be issued to a Cardholder with the Cardholder identification information and Card Credit Limit (subject to the Bank's approval) for each designated Cardholder. Upon the Bank's approval, a Card will be issued and delivered together with a copy of the Bank's then current Cardholder Agreement. The Bank may issue renewal, replacement or temporary replacement cards for any Card from time to time.

6. Company and Cardholder Liability; Payment Procedure.

(a) **Company Liability for All Charges and Fees.** Subject to Section 7, the Company will be liable for all Charges and Fees incurred by use of a Card even if (i) a Card Credit Line is exceeded, or (ii) the aggregate of all outstanding Charges and Fees exceeds the Company Credit Line, or (iii) an Authorized User or Cardholder exceeds his or her authority. The Bank will send the Company and each Cardholder periodic statements in a manner agreed upon by the parties detailing the Charges and Fees which must be paid in full by the Company on or before the payment due date stated in the periodic statement.

(b) **Payments.** All payments will be made in U.S. dollars which are drawn on a U.S. financial institution. Payments will be made by mail at the address shown on the periodic statements or by electronic means agreed upon by the parties. Card Accounts will be credited as of the date a payment is received. If the Bank receives a payment in an amount less than the outstanding balance shown on the periodic statement, the Bank may apply such partial payments to the balance as the Bank elects.

7. **Liability for Unauthorized Use.** The Company agrees to promptly notify the Bank of any lost or stolen Card, Unauthorized Use of a Card, and/or termination of the employment of any Cardholder (call toll free at 1-800-836-8562). The Company is liable for all extensions of credit obtained through the use of the Company Account; provided, however, that so long as the Company follows the procedures set forth in Section 15, and subject to Network rules relating to disputes and chargebacks, the Company may not be liable for Unauthorized Use of any Card unless the Unauthorized Use occurs as a result of the Company's lack of reasonable security precautions and controls regarding the Cards or the Unauthorized Use results in a benefit, directly or indirectly, to the Company. Written notification can be sent to SunTrust Bank at P.O. Box 598202, Orlando, Florida 32859-8202.

8. **Network Corporate Waiver Protection Program.** The Company may be eligible for reimbursement for employee fraud under a Network Corporate Waiver Protection Program ("Network Waiver Program"). The type and amount of Charges which qualify for reimbursement will be determined by the applicable Network and the Network may change the terms of the Network Waiver Program at any time. The Bank will provide a copy of the terms and conditions associated with such Network Waiver Program upon request.

9. **Termination.**

(a) **Initial Term of Agreement.** The initial term of this Agreement will be for the period stated in Section I above. Thereafter, this Agreement shall automatically renew for consecutive one (1) year terms.

(b) **Termination of Agreement by Either Party.** Notwithstanding Section 9(a), a party may terminate this Agreement:

(i) at any time by providing the other party no less than sixty (60) days prior written notice; or

(ii) if the other party fails to make any payment required under this Agreement when due and such failure continues for thirty (30) days thereafter; or

(iii) if the other party fails to perform any material term or condition of this Agreement and such failure is not cured within thirty (30) days following receipt of written notice thereof; or

(iv) if the other party experiences a liquidation, dissolution, insolvency or the filing of bankruptcy proceedings against it.

(c) **Termination of Agreement by Bank.** The Bank may terminate this Agreement, or any product or service, effective immediately if:

(i) the Company supplies any credit information that is false or misleading; or

(ii) the Company is sold, merged, or acquired by another entity; or

(iii) garnishment or attachment proceedings are initiated against the Company or its property; or

(iv) the Company defaults on any other credit facility or obligation it has with the Bank or any of Bank's present or future Affiliates or any of their successors or assigns; or

(v) the Bank, using its reasonable and customary credit underwriting criteria, determines that the Company's financial position has deteriorated to the extent that the Company has become an unacceptable credit risk.

(d) **Obligations upon Termination of Agreement.** Upon termination of this Agreement:

(i) all outstanding Cards will be cancelled and all rights or benefits of the Company or any Cardholder with respect to the Cards will be terminated;

(ii) the Company will immediately be liable for the aggregate of all Charges and Fees properly due hereunder (regardless of when posted to the Company Account or any Card Account), accrued Fees, and interest accrued or to accrue. All such sums will be promptly due and payable by the Company;

(iii) the Bank has the right to set-off any of the Company's accounts with the Bank or any of the Bank's present or future Affiliates or any of their successors or assigns in order to pay sums due under this Agreement; and

(iv) the Company will pay any and all costs, expenses, and reasonable attorneys' fees incurred by Bank for the collection of sums due and owing under this Agreement.

10. **Cards and Cancellation of Cards.**

(a) **Ownership of Cards.** All Cards remain at all times the property of the Bank, cannot be transferred and will be destroyed or surrendered to the Bank upon demand. Notwithstanding any other provision in this Agreement, the Bank may cancel or suspend the right to use any Card without prior notice, if, in the Bank's reasonable opinion, such cancellation or suspension is necessary to (i) prevent fraud or unauthorized use of a Card, (ii) comply with the Bank's credit risk policies, or (iii) comply with applicable Network rules.

(b) **Notification to Terminate Cardholder/Authorized User Usage Rights.** In the event a Cardholder's or Authorized User's employment or other relationship with the Company is terminated, the Company will promptly notify the Bank and request cancellation of such Cardholder's or Authorized User's Card. Until the Company's cancellation notice is received by the Bank and the Bank has had a reasonable opportunity to act, the Company will be liable for all Charges (including non-business Charges) and Fees to the Card Account made after such Cardholder's or Authorized User's termination.

(c) **Company Cancellation of Cards and Continued Liability for Charges and Fees.** The Company may direct the Bank to cancel any Card at any time for any reason. The Company will be liable for all Charges and Fees incurred to such Card Account made prior to the time the Bank receives such direction and has had a reasonable opportunity to act.

(d) **Liability for Pre-authorized Payments.** The Company will be liable for any pre-authorized payments charged to a Card Account, even after the Card is cancelled, unless such charges are reversed subject to the Company's chargeback rights.

11. **Issuance of PINs/Liability.**

(a) **Cardholder PINs for Chip Technology Cards.** For Chip Technology Cards, the Bank will require that each Cardholder establish a personal identification number (PIN) enabling the Cardholder to use the Card at terminals enabled to use the chip card technology standard for Card and Cardholder identity authentication.

(b) **Cardholder PINs for ATM Usage.** At the Company's request as indicated in Section V above, the Bank may enable a Cardholder to use the Card at accessible ATMs to obtain Cash Advances. Cash Advance access is an optional Program configuration. The issuance of a PIN for a Chip Technology Card, as described in subsection (a) above, does not by itself enable the Cardholder to obtain Cash Advances. However, if the card is a Chip Technology Card and the Company has selected the Cash Advance option, the same PIN issued for the Chip Technology Card will be used for both chip card technology transactions and Cash Advance access. If a Chip Technology Card has not been issued to a Cardholder and the Company selects the Cash Advance option, the Bank may issue the Cardholder a PIN to be used solely for Cash Advance access. Transaction records issued by an ATM are solely for the Company's convenience, and in the event of any dispute as to the accuracy of such records, the Bank's internal records will be conclusive.

(c) **Liability for Unauthorized Use of a PIN.** The Company will instruct each Cardholder that: (1) any PIN should be kept secure at all times, (2) the Cardholder should not disclose the PIN to any other

person, and (3) the PIN and Card should be stored separately. The Company will also instruct each Cardholder that, in the event the Cardholder suspects the confidentiality of the PIN may have been compromised in any way, the Cardholder should immediately change the PIN by calling Client Services toll-free at 1-800-836-8562. The Company will be liable for all charges incurred through the Unauthorized Use of a PIN in the event such Unauthorized Use is the result of the failure of the Company or a Cardholder to (i) maintain the security or confidentiality of the PIN, or (ii) keep the PIN and the Card separate.

12. Representations and Warranties. The Company and the Bank each represent and warrant that:

(a) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement,

(b) it is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which such authority is required to fulfill its obligations hereunder, and

(c) its execution of this Agreement will not violate any other agreement between it and any third party.

Either party's failure to fulfill the above representations and warranties will be deemed a material breach and the non-breaching party will, upon written notice, have the right to immediately terminate this Agreement.

13. Limitation of Liability.

(a) **Limitation of Liability.** To the maximum extent provided by law, neither party will be liable to the other for any special, punitive, exemplary, indirect or consequential damages, including but not limited to lost profits and lost revenues, without regard to the form of the claim or action or whether the claim is in contract, tort or otherwise, and even if the defending party knew or should have known such losses or damages were possible or likely. Notwithstanding anything to the contrary in this Agreement, in no event shall the Bank be liable to the Company for losses or damages of any kind whatsoever incurred in relation to the Agreement, including by way of breach or indemnity, in an amount greater than one-half of one percent (0.5%) of the annual Net Spend as calculated above; provided, however, that losses or damages caused by the Bank's gross negligence or willful misconduct shall not be subject to this limitation amount.

(b) **No Guaranty of Uninterrupted/Error-Free Program.** The Bank always attempts to ensure that Cards will be operational. However, the Bank cannot warrant that the Program will be uninterrupted or error-free, due to limitations of the Bank's authorization systems, systems management and ordinary stand-in processes, and of the applicable Network commercial card system including Merchant set-up features, and other systems or circumstances outside of the Bank's reasonable control. The Company therefore waives any and all claims that it may have against the Bank arising out of the use and performance of the Program, except for claims for damages referred to in Section 13(a).

(c) **Disclaimer of Bank Liability for Defective/Poor-Quality Merchandise or Services Acquired via Card.** The Bank is not responsible for any defects in or poor quality of the merchandise or services obtained by means of any Card Account. Any claim or dispute between the Company and a Merchant or Supplier, including with respect to the Merchant's or Supplier's right to compensation, will be the object of a direct settlement among the Company and the Merchant or Supplier and any such dispute will not affect the Company's obligation to pay all Charges in full to the Bank in accordance with the terms of this Agreement.

(d) **Disclaimer of Bank Liability for Third-Party Actions/Omissions.** The Company also acknowledges that some aspects of the Program, benefits or enhancements may be supplied by third-parties who are not Affiliates of the Bank, and the Bank is not responsible or liable for anything in connection with those products or services provided by such third-parties.

(e) **Company Obligation.** The Company shall reimburse the Bank for any and all damages, judgments, liabilities, fines, penalties, losses, claims, actions, demands, lawsuits, costs, and expenses, including, without limitation, reasonable attorneys' fees and expenses, (collectively "Claims") imposed in any manner upon or accruing against the Bank that arise out of or relate to any and all:

(i) Company's or any Cardholder's/Authorized User's/Program Administrator's breach of this Agreement, including, but not limited to confidentiality and information security breaches and breaches of representations and warranties;

(ii) Company's or any Cardholder's/Authorized User's/Program Administrator's negligence, willful misconduct or fraud;

(iii) payments, compensation, damages, or other amounts, however characterized or determined, to a third party (including, without limitation, SunTrust's providers whose products or services are utilized for Program delivery, suppliers from whom Company, Cardholders or Authorized Users purchase products/services pursuant to the Program, or governmental and other regulatory authorities), which the Bank has reimbursed or may be obligated to pay as a result of any of the foregoing matters described in subsections (i) and (ii) above;

(iv) disputes between (A) the Company and any Cardholder/Authorized User; (B) the Company and any of its Affiliates (including Claims arising out of actions taken by the Company on an Affiliate's behalf under this Agreement) unless such Claim is solely the result of Bank's negligence or willful misconduct; and (C) the Company (including its Authorized Users, employees, agents and representatives) and any Supplier or Merchant; and

(v) actions or inactions that the Bank takes or omits based upon the direction or instructions of the Company, any Cardholder, any Program Administrator or any Authorized User.

14. Unassigned Cards. Upon the Company's request, the Bank, in its sole discretion, may issue one or more "Unassigned Cards." "Unassigned Cards" are Cards issued in the name of the Company only without designating a specific Cardholder as authorized to use the Card. **By requesting an Unassigned Card, the Company acknowledges that the Bank has strongly advised against the use of Unassigned Cards under any circumstances and the Company confirms its understanding of the associated risks and acceptance of liability as described in this Section 14.** Any person using the Card from time to time will be the "Cardholder" of the Card. The Bank is not liable for any refusal to honor the Unassigned Card by any other bank or any seller or lessor of goods or services based upon the absence of the Cardholder's name and signature/ID of an individual Cardholder. The Bank will provide Card Account statements for each Unassigned Card to the Company. Notwithstanding anything stated herein to the contrary, **the Company hereby acknowledges that the issuance and/or use of Unassigned Cards poses substantially increased security and fraud risks and Company agrees to assume full liability for all Charges and Fees made with an Unassigned Card, whether or not the Charges were authorized or unauthorized by the Company or any Cardholder, and whether or not any Charge was accomplished through use of a PIN or otherwise.**

15. Periodic Statements and Chargebacks.

(a) **Periodic Statements.** The Bank will send the Company and each Cardholder periodic statements detailing the Charges and Fees to the Card Accounts. If the Company (or Cardholder) does not notify the Bank of a dispute with regard to any Charge or Fee within sixty (60) days after such Charge or Fee appears on the periodic statement, the Company agrees that the periodic statement will be deemed conclusively to be correct.

(b) **Chargebacks.** Under certain circumstances, the Company may have the right to reverse a disputed transaction via the Network's chargeback procedure. The Company acknowledges that, in order to initiate a chargeback, it must comply with the Network's rules and

procedures, including providing the Bank with written notice of its intent to initiate a chargeback within sixty (60) days of the date the disputed transaction appears on the Company's periodic statement. Such written notice shall contain a statement specifically describing the transaction and giving a valid reason for the chargeback. If a valid reason is provided, the Bank will attempt to charge the transaction back to the Merchant in accordance with the Network rules and any chargeback accepted by the Network will be credited to the Company's next periodic statement. All communications regarding disputed charges must be sent to the designated address indicated on the periodic statement.

(c) Bank Decline of Payments Marked "Payment in Full." The Bank will not accept checks, money orders, or any other items for payment marked "payment in full" (or other similar language) if such payment is less than the full amount due.

16. Amendment. Except as otherwise provided by the terms, provisions and conditions of this Agreement and/or any Schedules, Exhibits or Addendums thereto, the terms and conditions of this Agreement and the Company's right to use the Card may be altered or amended by the Bank upon written notice to the Company not less than thirty (30) days prior to the effective date of the amendment. Use of the Card after the effective date stated in the notice of amendment constitutes acceptance of the alteration or amendment. Notwithstanding the foregoing, the Bank may alter or amend the Cardholder Agreement at any time if, in the Bank's reasonable opinion, such alteration or amendment is required by applicable law or the Network Rules. The Bank shall endeavor to provide the Company at least thirty (30) days prior written notice of any such alteration or amendment of the Cardholder Agreement, unless a shorter time is required by applicable law or the Network Rules. Use of a Card after the effective date of the amendment constitutes acceptance of such alteration or amendment of the Cardholder Agreement.

17. Assignment/Telephone Monitoring/Credit Information.

(a) Assignments. The Bank may assign all rights under this Agreement to another bank, company, or an Affiliate of the Bank without prior notice. The Company may not assign or transfer this Agreement or any Card without the Bank's prior written consent. The merger or consolidation of the Company will be deemed to be an assignment of this Agreement. The Bank has the right to immediately terminate the Agreement if it is transferred or assigned without the Bank's prior written consent.

(b) Telephone Call Monitoring. The Bank has the right to monitor telephone calls for the purpose of measuring its performance under this Agreement. Such monitoring will be conducted by the Bank's employees or agents in accordance with law and all information will remain confidential.

(c) Credit Inquiries. The Bank is authorized to make whatever credit inquiries regarding the Company it deems appropriate and to share information regarding the Company Account with the Bank's Affiliates.

18. Periodic Review/Financial Information. The Company understands and acknowledges that the Bank has entered into this Agreement on the basis of the Company's financial condition on the Effective Date. From time to time upon the Bank's reasonable request, the Company agrees to submit to the Bank updated financial information. If the Company fails or refuses to produce financial information within ten (10) business days after the Bank's request, the Bank may immediately terminate this Agreement.

19. Confidentiality/Privacy.

(a) Definitions. For purposes of this Section 19:

(i) a "Disclosing Party" shall be the party to this Agreement who owns the Confidential Information, and whose rights are being protected pursuant to this Section 19; and

(ii) the "Receiving Party" shall be the party to this Agreement with whom the Disclosing Party's Confidential Information is being shared.

(b) Restrictions. The parties understand and agree that they may be provided or otherwise may obtain the Confidential Information of the other party or third parties of such party, such as, for instance, Suppliers of the Company or third-party providers of the Bank. The parties agree, unless otherwise stated herein, that

(i) they will keep all Confidential Information in strict confidence, using such degree of care as appropriate to avoid unauthorized use or disclosure;

(ii) they will not, directly or indirectly, disclose any Confidential Information to any third party other than permitted parties (such as third-party providers of the Bank), except with the other party's prior written consent; and

(iii) upon written request, upon the termination of this Agreement or at any time either party may request, the Receiving Party will deliver to the Disclosing Party, or, at the Disclosing Party's option, will destroy all Confidential Information that the Receiving Party possesses or has under its control; provided, however, the Bank has the right to retain a reasonable number of copies of Confidential Information as may be required by applicable law.

(c) Permitted Disclosures and Use of Confidential Information. Notwithstanding anything stated herein to the contrary, the parties are permitted to use and/or disclose the Confidential Information as follows:

(i) the parties may disclose to their personnel, state and federal regulators, and agents (such as third-party providers of the Bank) having a need to know such Confidential Information in connection with the implementation and operation of the Program in accordance with this Agreement. The parties will instruct all their respective personnel and agents as to their obligations to be bound by the terms and conditions of this Agreement prior to their being given access to the Confidential Information.

(ii) the Receiving Party may disclose the Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental or law enforcement body having jurisdiction over the Receiving Party (provided, however, if permitted by applicable law, the Receiving Party will, to the extent permitted, notify the Disclosing Party in writing in advance of such disclosure so that the Disclosing Party may take appropriate action to protect the Confidential Information) or on a confidential basis to the Receiving Party's legal, financial, or security advisors.

(iii) the Bank (and its third party providers/agents) may use and disclose Personally Identifiable Information as follows, provided that at all times the Bank complies with all applicable laws and regulations: (aa) to process Card transactions and receive, store and transmit associated data, including Confidential Information, as necessary to provide services pursuant to this Agreement; (bb) to communicate with the Company and Affiliates regarding issues relating to the Program; (cc) for internal business planning purposes; and (dd) to obtain services from third parties, provided that such third parties are bound by obligations prohibiting non-permitted use and disclosure of such Personally Identifiable Information. Notwithstanding the above, the Bank will not use or sell Personally Identifiable Information for the purpose of soliciting Cardholders for services not related to this Agreement; provided, however, the Bank may solicit any Cardholder whose name is obtained through a source other than the Company.

(iv) the Company grants the Bank the right and license to use the Company's name, trademarks, service marks, copyrights and logos and other textual information solely in connection with the provision of Program services.

(v) all data and information that relates to Card usage or any services provided pursuant to this Agreement, other than the Company's Confidential Information and the Company's trademarks or service marks, shall be the property of the Bank and/or its licensors. Nothing herein shall prohibit the Bank from disclosing or using data or information in its aggregate form, so long as Personally Identifiable Information is not disclosed in the process.

(d) **Remedies.** The parties acknowledge that the unauthorized disclosure of Confidential Information may cause irreparable injury and damages, which damages may be difficult to ascertain. Therefore, upon a disclosure or threatened disclosure of any Confidential Information, the Disclosing Party will be entitled to injunctive relief (without being required to post bond), including, but not limited to, a preliminary injunction and the Receiving Party will not object to the entry of an injunction or other equitable relief against it on the basis of an adequate remedy at law, lack of irreparable harm or any other reason. Without limiting the foregoing, each party will advise the other party promptly in the event that it learns or has reason to believe that any person or entity that has had access to Confidential Information, directly or indirectly, through the parties, has violated or intends to violate the terms of this Agreement. This provision will not in any way limit such other remedies as may be available to the parties at law or equity.

20. Technology Solutions.

(a) **General.** From time to time, the Bank may offer various technology solutions, features, and services associated with the Program to the Company (each a "Technology Solution"). The method by which the Company elects to use any such Technology Solution shall be determined by the Bank. The Bank will have sole discretion over the operation, content and features of such Technology Solutions, and may from time to time modify or terminate any aspect of the Technology Solutions, including but not limited to enhancing, adding to, and/or removing functionality of any Technology Solution. The Company agrees to use any Technology Solution it elects solely in accordance with any user manuals, reference guides, training materials, or other materials provided by the Bank which describe the features, functionality, and/or requirements of the Technology Solution (the "Technology Solution Materials"). If the Company elects to use any Technology Solution, the Bank shall provide the Company with a license (if applicable) to access the Technology Solution, and the Company acknowledges that, as between the Company and the Bank, the Bank and its third party licensors (if any) retain all right, title and interest in the Technology Solution.

(b) **Security Requirements.** If passwords are required to access a Technology Solution, the Bank will provide passwords to those individuals designated by the Company as users ("Users") of the Technology Solution. The Company and the Users are solely responsible for their use of the Technology Solution and for maintaining the confidentiality of passwords, account numbers and other information relating to the use of the Technology Solution. The Company or a User will immediately notify the Bank in the event a password or account number has been compromised. The Company has sole responsibility for any transactions that occur prior to the Bank's receipt of such notice and thereafter for the period of time it takes the Bank to reasonably act upon the notice. Passwords may be changed by the Bank upon the Company's or User's request or as otherwise described in the relevant Technology Solution Materials. The Company agrees that the Bank may give the new password to anyone the Bank believes in good faith is the Company's User. The Company agrees that these security procedures are commercially reasonable.

(c) **Implementation.** A Technology Solution shall be implemented using the Company's Requirements as communicated to the Bank, according to the Bank's records. "Company's Requirements" include, but are not limited to, the Company's specific approval processes, purchasing rules, spending limits, approval routing requirements, and other specifications, options or features relating to the specific Technology Solution used by the Company.

(d) **Disclaimer.** To the maximum extent permitted by law, the Bank disclaims all representations and warranties of any kind, whether express or implied, with respect to any Technology Solution, any equipment or software that the Company uses in connection with a Technology Solution or related functionality and any Technology Solution Materials, including the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

21. **Enforcement of Rights and Governing Law.** This Agreement is binding upon the assigns and successors of the Company. Except to the extent federal law is applicable, the interpretation, effect, and validity of this Agreement will be governed by the laws of the State of Florida. If any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is deemed severed and the remainder of this Agreement will remain fully valid and enforceable. The Bank can delay enforcing its rights under this Agreement without waiving those rights. A waiver of rights in one instance will not be a waiver in other instances.
22. **Survival.** Any provision of this Agreement which may reasonably be interpreted or construed as surviving the termination of this Agreement shall survive such termination and be enforceable thereafter unless barred by an applicable statute of limitations.
23. **Miscellaneous.** The non-performance of a party will be excused for the period of any delay caused by any force majeure event, including act of God, war, terrorism, or any other cause beyond the party's reasonable control. If any provision of this Agreement is held to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable. Each party to this Agreement is responsible for compliance with the Agreement by its Affiliates and their respective employees and authorized agents.
24. **Jury Trial Waiver.** THE PARTIES SPECIFICALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CONTRACTUAL, TORTIOUS, OR STATUTORY CLAIM, COUNTERCLAIM, OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THIS AGREEMENT, BECAUSE THE PARTIES HERETO, BOTH OF WHOM ARE REPRESENTED BY COUNSEL, BELIEVE THAT THE COMPLEX COMMERCIAL AND PROFESSIONAL ASPECTS OF THEIR DEALINGS WITH ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE.
25. **Counterpart.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
26. **Facsimile and Email Delivery.** A duplicate or copy of this signed Agreement delivered by facsimile or email attachment will be as effective and enforceable as an original manually signed Agreement. A digital, electronic or photo static image of this signed Agreement maintained in the Bank's record retention system will be as effective and enforceable as an original manually signed Agreement.
27. **Entire Agreement.** This Agreement and the incorporated Schedules, Addendums and Exhibits constitute the entire Agreement between the parties. There are no understandings or agreements related hereto other than those which are expressed herein, and all prior negotiations, agreements, and understandings, whether oral or written, are superseded by this Agreement.

28. Bank Secrecy Act Requirements. In order to comply with the reporting requirements of the Bank Secrecy Act and the USA PATRIOT Act, the Bank is required to obtain, verify and record certain information regarding the Company and its Affiliates: legal entity name, street address, taxpayer identification number and other information that allows the Bank to identify the Company, its officers, its Affiliates, and its beneficial owners. The failure of the Company to supply such information shall give the Bank the right to immediately terminate this Agreement.

29. Notices. Notices permitted or required under this Agreement related to the following matters, must be in writing and delivered by personal delivery, by certified mail or by overnight carrier mail, return receipt requested: (a) notices of default; (b) notices intended to materially amend this Agreement, including changes to the Company's Program Administrator(s) and Company Affiliates; and (c) notices of termination of this Agreement or any part thereof. All other notices may also be delivered by electronic mail to your email address in our records and will be deemed effective when sent. Written notices can be sent to SunTrust Bank at, Mail Code 1044, 200 S. Orange Ave, Orlando, FL 32801, Attn: Commercial Card Services, and to the Company at the address provided above.

END OF TERMS AND CONDITIONS

**ADDENDUM TO GOVERNMENTAL ENTITY COMMERCIAL CARD AGREEMENT
BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND
SUNTRUST BANK**

THIS ADDENDUM TO GOVERNMENTAL ENTITY COMMERCIAL CARD AGREEMENT (“Addendum”) is made and entered into as of this ___ day of _____, 2019, by and between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as “Town”) and **SUNTRUST BANK**, a Georgia Corporation (hereinafter referred to as “Bank”).

WHEREAS, the Town and Bank wish to enter into a Governmental Entity Commercial Card Agreement (hereinafter, the “Agreement”); and

WHEREAS, the Town and Bank desire to add to and amend certain provisions of the Agreement as hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Town and Bank desiring to be legally bound, do hereby agree and covenant, notwithstanding the terms and conditions of the Agreement, as follows:

1. **Addendum Controls.** In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall prevail and govern.
2. **Defined Terms.** All initial capitalized terms used in this Addendum shall have the same meaning as set forth in the Agreement unless otherwise provided.
3. **Recitals.** The recitals set forth above are incorporated herein and made a part of this Addendum.
4. **Ownership and Access to Records; Public Records.** The Town is a public agency subject to Florida’s Public Records Law (Chapter 119, Florida Statutes). To the extent Bank is considered a “Bank” as that term is defined in Section 119.0701, Florida Statutes, and is “acting on behalf of” the Town, as that phrase is used in Section 119.0701, Florida Statutes, Bank shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Bank in conjunction with the Agreement. Bank will comply with Florida’s Public Records Law (Chapter 119, Florida Statutes) and agrees as follows:
 - 4.1. All records, books, documents, maps, data, deliverables, papers and financial information (the “Records”) that result from the Agreement shall be the property of the Town.
 - 4.2. Bank agrees to keep and maintain public records in Bank’s possession or control in connection with Bank’s performance under the Agreement. Bank additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Bank shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of

the Agreement, and following completion of the Agreement until the records are transferred to the Town.

- 4.3. Upon request from the Town custodian of public records, Bank shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 4.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 4.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Bank shall be delivered by the Bank to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Bank shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Bank shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 4.6. Any compensation due to Bank shall be withheld until all records are received as provided herein.
- 4.7. Bank's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

IF THE BANK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BANK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: SANDRA NOVOA, MMC,
TOWN CLERK

Mailing address: 9293 Harding Avenue
Surfside, Florida 33154

Telephone number: 305-887-9541

Email: snovoa@townofsurfsidefl.gov

5. **Venue; Litigation; Dispute Resolution.** Notwithstanding anything in the Agreement to the contrary, the venue of any dispute will be in Miami-Dade County, Florida. Litigation between the parties arising out of the Agreement must be in Miami-Dade County in a court of competent jurisdiction. The laws of Florida will control any dispute between the parties arising out of or related to the Agreement, the performance thereof, or any products or services delivered pursuant to such Agreement. There shall be no arbitration with respect to any dispute between the parties arising out of the Agreement. Dispute resolution shall be conducted through voluntary and non-binding mediation, negotiation, or litigation in a court of competent jurisdiction in Miami-Dade County, Florida, with the parties bearing the cost of their own legal fees with respect to any dispute resolution, including litigation at all levels (i.e., trial and appeals).

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have caused this Addendum on the dates set forth below their respective signatures.

TOWN:

TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Town Clerk

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Town Attorney

BANK:

SUNTRUST BANK, a Georgia corporation

By: _____

Name: _____

Title: _____

Date: _____



Commercial Credit Card Authorization and Attestation of Incumbency (CCCAI) for use with Commercial Credit Card Accounts

I, Guillermo Olmedillo am the Town Manager and custodian of the records of Town of Surfside (legal name of corporation) a corporation duly organized and existing under the laws of FL ;

I hereby certify that the following are the names and specimen signatures of the officer(s) who are designated in resolutions or other governance documents of the corporation with the absolute authority to enter into and bind the corporation to a commercial credit card account ("Card Account") relationship with any bank, and that any officer of this corporation listed below is authorized to bind the corporation and enter into, execute and deliver in the name of and on behalf of the corporation the agreements, documents, or other instruments deemed reasonable or necessary to establish and administer the Card Account as such agreements, documents or instruments may be amended from time to time.

The Bank may rely upon the authority of the individuals identified herein until written notice of the rescission or modification of the authority of any of them to act has been received by the Bank, and the Bank has had reasonable time to act on such notice. The corporation shall furnish to the Bank the names and specimen signatures of any officer(s) who shall replace any officer named herein, and such replacement shall be deemed to have the authority herein described.

Table with 3 columns: Name, Title, Signature. Row 1: Guillermo Olmedillo, Town Manager, [Signature Line].

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this ___ day of ___, 20__

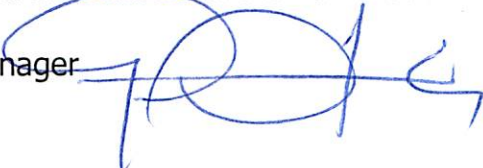
Signature
Guillermo Olmedillo
Town Manager
Title



MEMORANDUM

ITEM NO. 5E

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Guillermo Olmedillo, Town Manager 

Date: May 14, 2019

Subject: Appropriation of Resort Tax Fund Balance (Tourism Reserves) for the funding of Beach Renourishment Mitigation Plan.

Pursuant to Section 70-126 of the Town Code, the Tourist Board, at their April 1, 2019 meeting, approved the allocation of \$140,000 in Resort Tax funds from their reserves for a Beach Renourishment Mitigation Plan (Attachment A). These funds are from the Tourist Bureau's 34% of Resort Tax reserves.

The decision of the Board was based on the negative effects of the beach renourishment construction on all local hotels and businesses and residents alike. An injection of additional marketing funding will provide a resource that will benefit tourism and the resident beach experience during the construction. It will also help bring awareness to the positive end result of the beach renourishment.

The proposed Beach Renourishment Mitigation Plan includes:

- Pop-up beach experience dedicated to Surfside visitors and residents
- Pop-Up beach launch event
- Shuttle to and from pop-up beach area
- Paid media plan, including a campaign with Modern Luxury
- Public relations post-nourishment campaign


These items are supplemental to the FY 2018/2019 Marketing plan as part of a multi-pronged approach to mitigate the impacts of the beach renourishment construction.

As these promotional activities and expenses were not originally budgeted for FY 2018/2019, there is insufficient funding in the Tourist Bureau's current operational budget to accommodate the necessary Beach Renourishment Mitigation Plan. Therefore, funding is required from the Resort Tax Fund balance (Tourism reserves). This is an extraordinary situation, and the reserves are a suitable funding source to mitigate having a compromised beach experience. As the main tourism attraction of the Town of Surfside, the construction period will negatively affect Surfside's hotels, businesses and residents.

The FY2018/2019 budget will be adjusted in the amount of \$140,000 for the appropriation of funds from the Resort Tax Fund balance (Tourism reserves). This reserve is estimated at \$305,877 (unaudited) at September 30, 2018.

The Tourist Board recommends that the Town Commission approve the attached Resolution for an amendment to the FY2018/2019 Tourist Resort operational budget to appropriate Tourism reserves (from the Tourist Bureau's 34% of Resort Tax reserves) in the amount of \$140,000 for the proposed Beach Renourishment Mitigation Plan.

Reviewed by 

Prepared by 



Sunside FLORIDA

BEACH RENOURISHMENT PLAN

SUMMER 2019

BEACH RENOURISHMENT

RENOURISHMENT APPROACH

Surfside
FLORIDA

APPROACH

The beach renourishment project is being conducted by the U.S. Army Corp of Engineers in coordination with Miami-Dade County.

Further details on the project are pending final construction (BID) documents and completion of permitting.

Beach renourishment is the process of adding large quantities of sand to the beach in order to combat erosion and increase beach width.

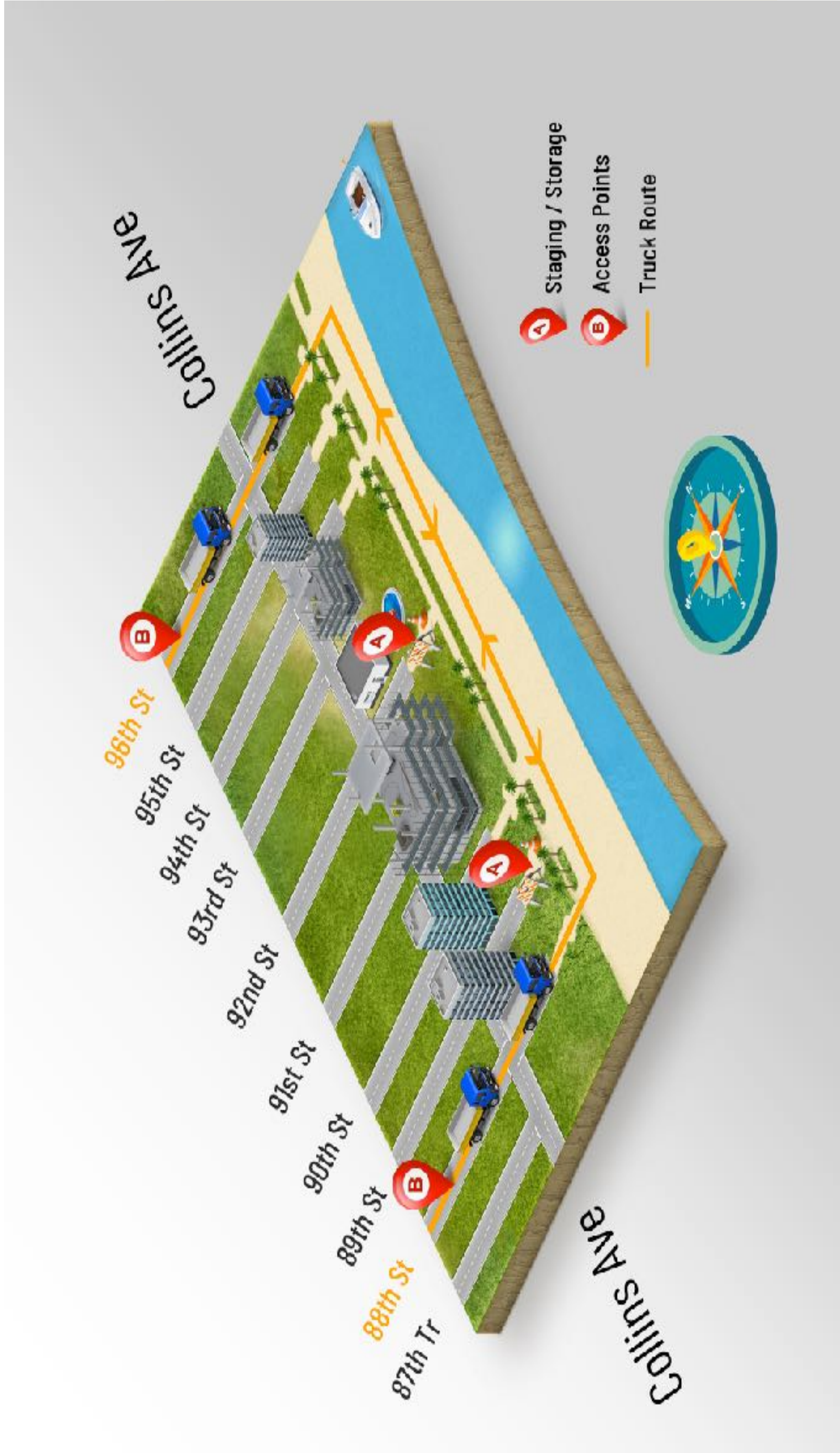


APPROACH

- 240,000 to 300,000* cubic yards of quality sand will be utilized from an upland mine
- This project is part of the Miami-Dade County Beach Erosion Control and Hurricane Protection Project.
- Examining potential to perform the beach renourishment in 500-foot increments at a time.



BEACH RENOURISHMENT
APPROACH

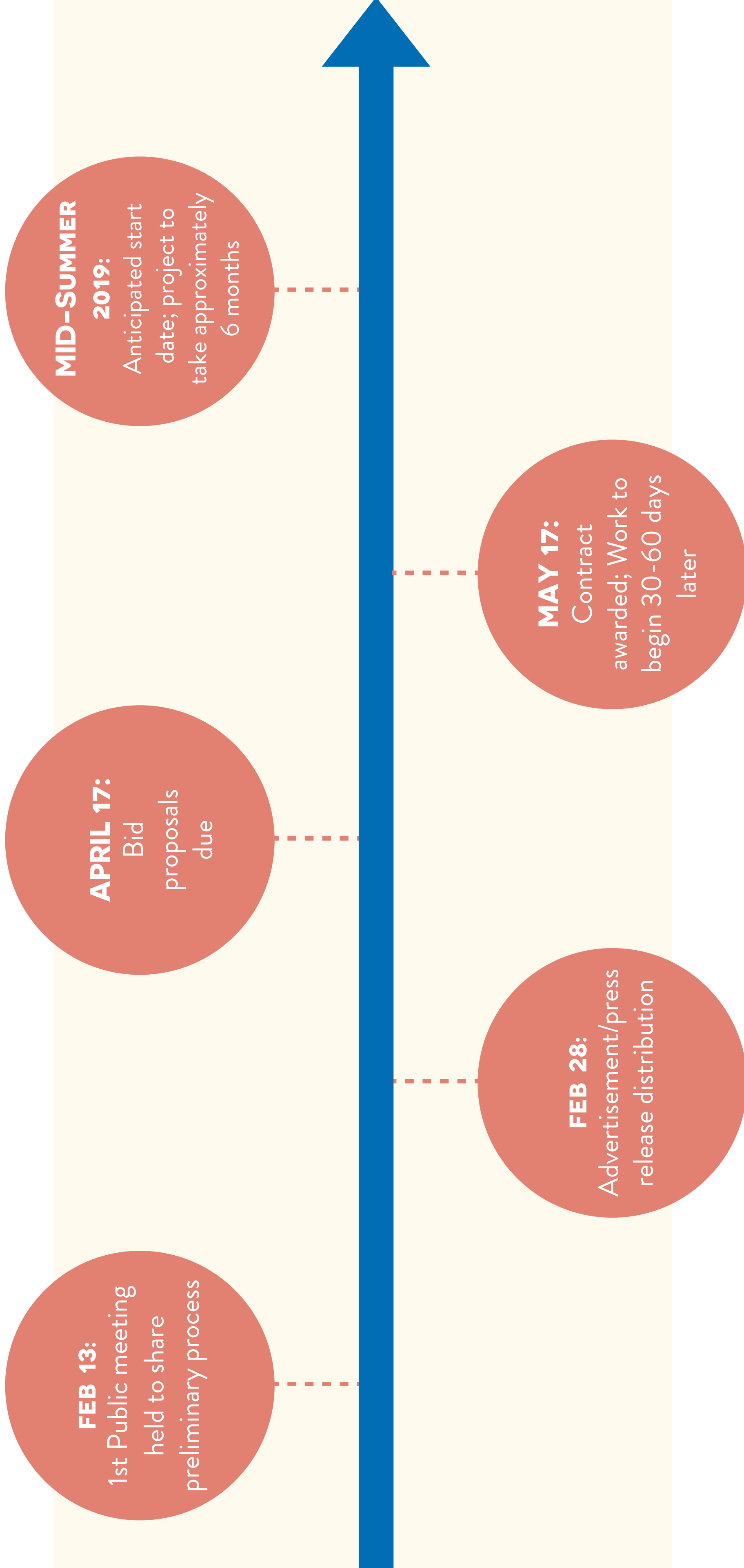


FUNDING



The federal government has dedicated \$158 million in funding for County beach renourishment. Surfside is slated to be in the first phase of the project.

PRELIMINARY TIMELINE



Final timeline will be determined once bid documents and permits are issued by the U.S. Army Corps of Engineers.

BEACH RENOURISHMENT
TENTATIVE WORK SCHEDULE

- Monday through Thursday from 7 a.m. to 7 p.m.
- Friday from 7 a.m. to 5 p.m.
- Saturday from 9 a.m. to 5 p.m.
- Construction is prohibited on Sundays and select holidays

SEA TURTLE PROTECTION



In coordination with Miami-Dade County, a person permitted by the Florida Fish and Wildlife Conservation Commission to handle sea turtles will conduct daily visual inspections of the beach and sea turtle monitoring during the course of the project.

A subject matter expert will be in attendance at public meetings to share the process and address concerns.

LOCAL TOURISM IMPACT

The U.S. Army Corps of Engineers will attempt to minimize disruptions, however the trucking route and construction along the beach is necessary.

The immediate impact, during work will be significant, and will inevitably result in reduced Average Daily Rates (ADR), and potential reduction in occupancy.

Long term impact will be immensely positive. With a renourished beach it will become the widest beach in South Florida.

How do we mitigate the short-term impact, and take advantage of the long term positive messaging?



BEACH RENOURISHMENT

COMMUNICATIONS

Surfside
FLORIDA

COMMUNICATIONS

LEAD AND MANAGE THE CONVERSATION. DON'T REACT.

Pre-launch communications strategy:

1. Set up 24/7 monitoring of all print, broadcast, digital (including TripAdvisor reviews) and social media mentions related to Surfside's beach as well as real-time dashboards on reach, share of voice, sentiment and topic momentum to stay ahead of the media - **COMPLETE**
2. Develop, support and highlight local events taking place to build Surfside's content library. Hosting local influencers for Paddletopia while hosting national media and influencers for evergreen media coverage and content - **COMPLETE**
3. Collaborate with hotels on messaging and events — preparing statements and FAQ's, including talking points on the project's sea turtle protection efforts, for inbound media inquiries and sharing with hotels, businesses and other stakeholders to communicate from one cohesive voice - **COMPLETE**
4. Invite the Turtle Conservancy to all events and help communicate/educate - **COMPLETE**

COMMUNICATIONS

BEYOND THE BEACH

Communications strategy during the re-nourishment:

1. Shift PR messaging to other story angles, making Surfside the ideal choice for wellness (Miami Spa Month), dining (Miami Spice), shopping and citywide events – capitalizing on the new convention center and drawing meeting attendees for pre- or post-stays
2. Draft and distribute ‘foodie focus’ press release, highlighting all of the restaurant options in both downtown and in Surfside’s local hotels
3. Build anticipation for South Florida’s newest, widest beach
4. Host trusted long-lead publications who will publish after the project’s completion

COMMUNICATIONS

CAPITALIZE ON MIAMI'S "NEWEST" BEACH

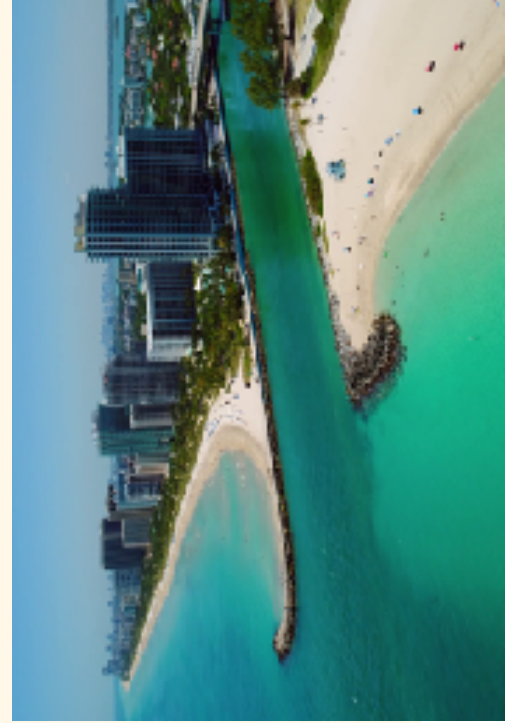
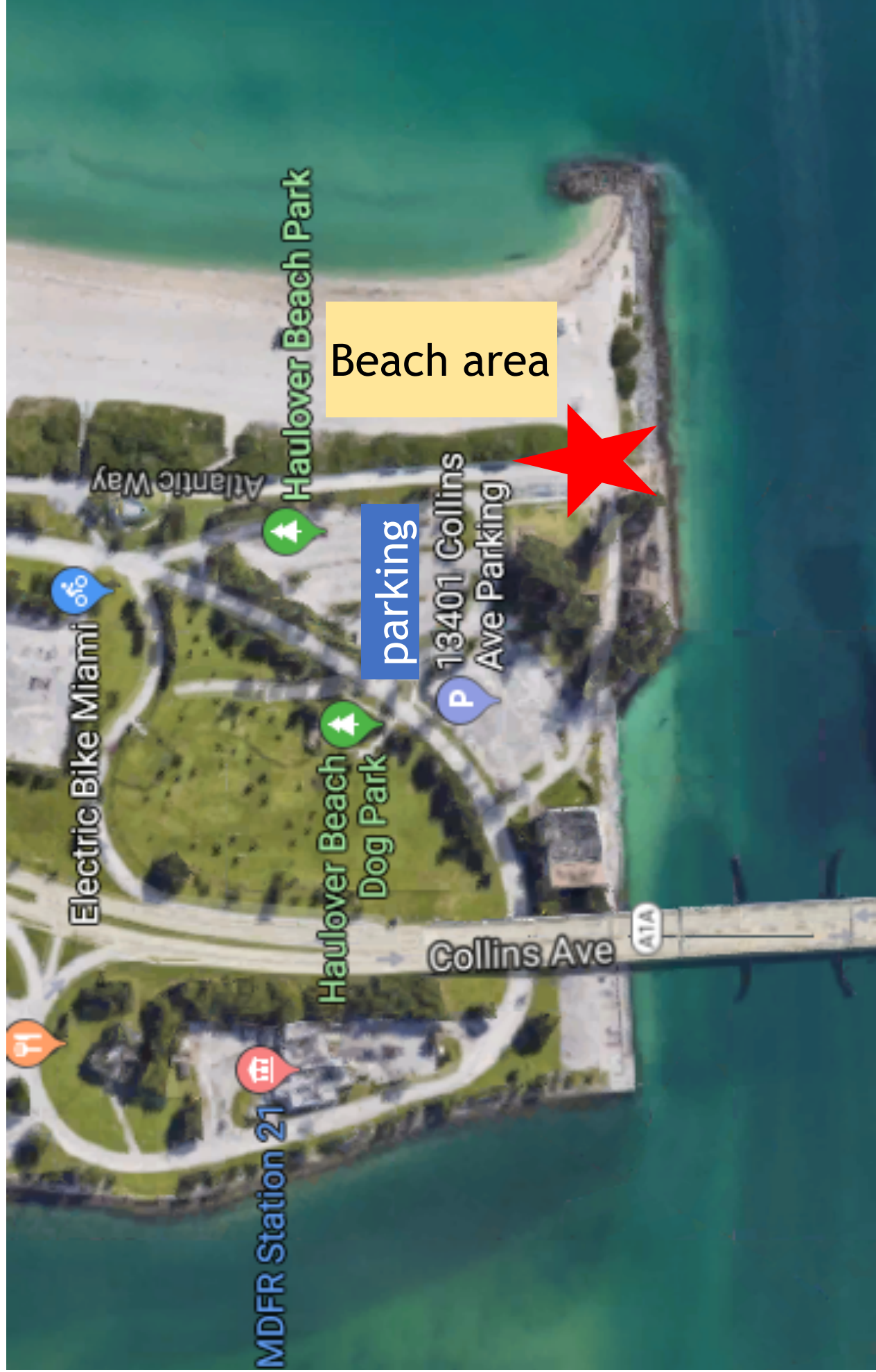
Post-project communications strategy:

1. Promptly position Surfside as Miami's "newest and widest" beach through press releases, targeted media pitching, media tours, press conferences, media desksides and beach awards/accolades
2. Immediately deploy messaging through online channels and Surfside's social media ambassadors as soon as beach conditions return to normal
3. Launch a user-generated content campaign to encourage video and photos of Surfside's new beach
4. Host short-lead media and influencers
5. Create a family-friendly beach event that showcases the renourished beach to the public, visitors and local residents

BEACH RENOURISHMENT

BEACH POP-UP

Dedicated chairs for Surfside at Haulover south on the inlet, between lifeguard station number 1 & 2.



\$70,000
SPEND

50

DEDICATED CHAIRS FOR
GUESTS & RESIDENTS

2 DAYS A
WEEK

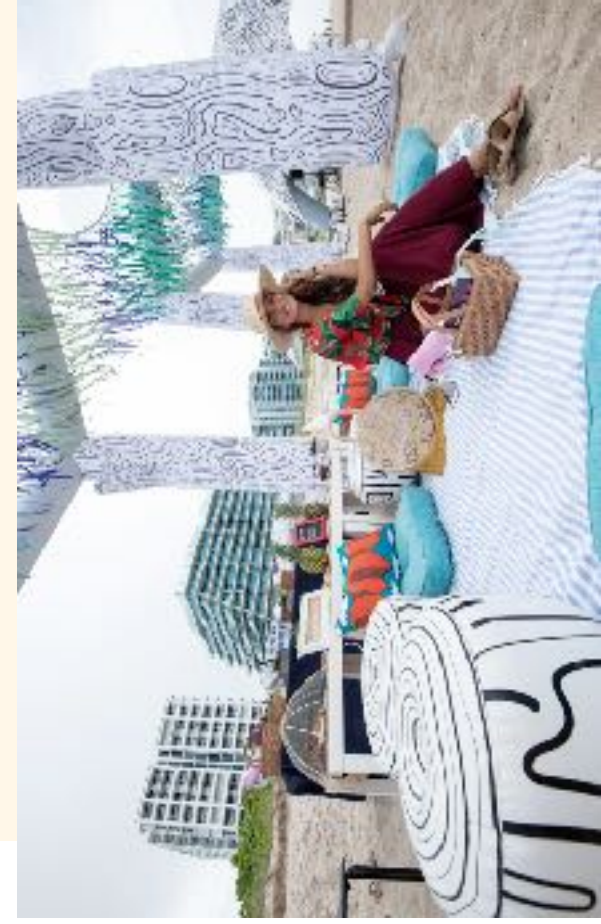
FRIDAY & SATURDAY



BEACH RENOURISHMENT

BEACH POP-UP LAUNCH EVENT

Similar to First Fridays Beach Party.



\$10,000
SPEND

DEDICATED
LAUNCH EVENT
FOR VISITORS & RESIDENTS

BEACH RENOURISHMENT

BEACH SHUTTLE

Shuttle for guests to access beach at Haulover.



\$15,000
SPEND

16 PERSON
DEDICATED SHUTTLE FOR
VISITORS & RESIDENTS

AVAILABLE
6 DAYS

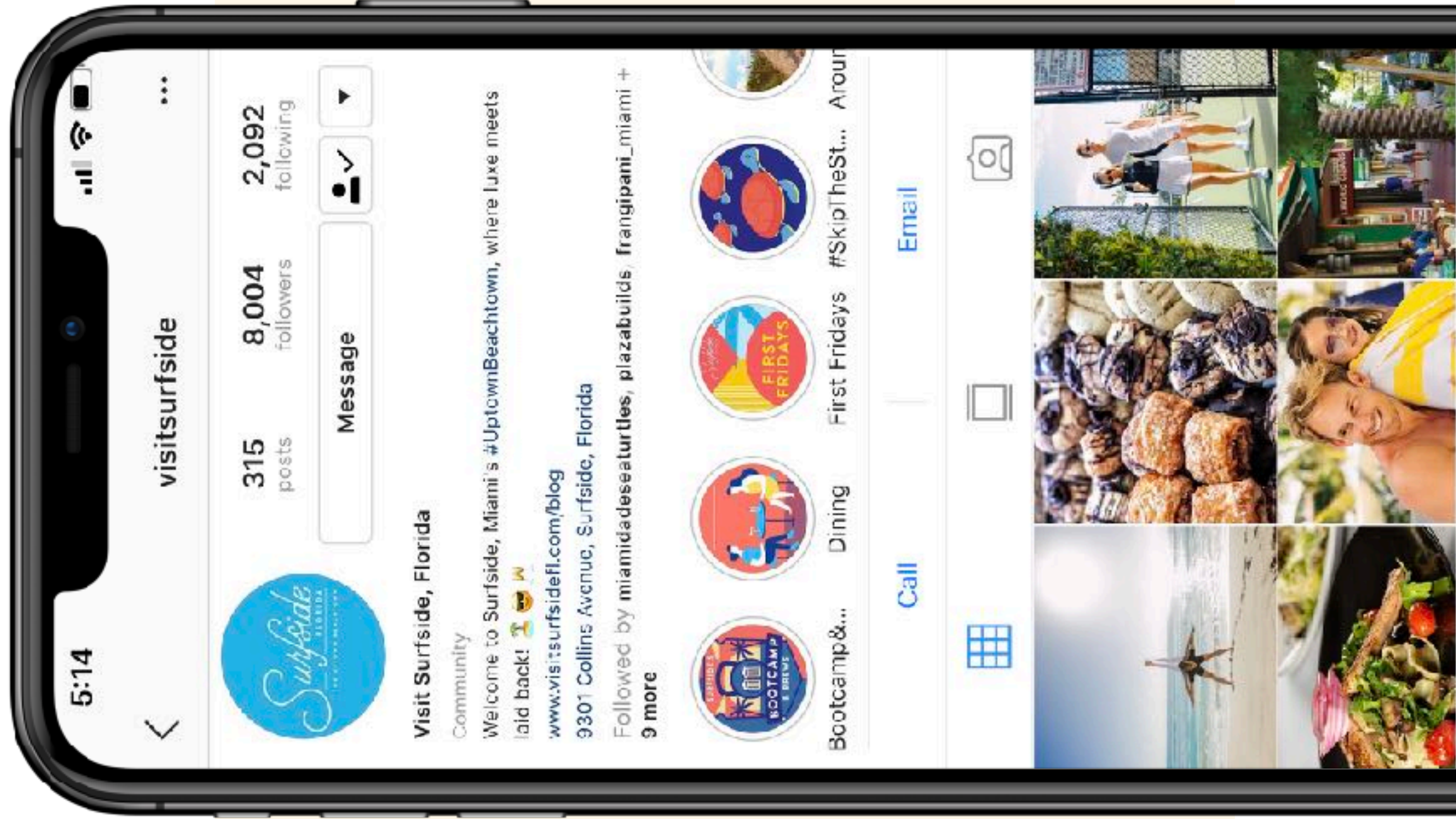


OWNED MEDIA

SOCCIAL + SEARCH

Surfside
FLORIDA

SOCIAL MEDIA ADS



NATIONAL TARGETING

- ▶ Timing: August, September, October
- ▶ GeoTargeting: Toronto, New York, Philadelphia, Atlanta, Chicago, Detroit, Washington DC
- ▶ Promoting Surfside’s New Beach
- ▶ Facebook + Instagram
- ▶ Demographics: Young Families and Frequent Travelers with interest in Miami Beach/Miami
- ▶ **Approximate Impressions: 621,000**
- ▶ **Budget: \$5,000**



GOOGLE ADS



NATIONAL TARGETING

- ▶ Timing: August, September, October
- ▶ GeoTargeting: Toronto, New York, Philadelphia, Atlanta, Chicago, Detroit, Washington DC
- ▶ Keyword Targeting: Miami Beach vacation related searches
- ▶ New User/Retargeting: 60/40%
- ▶ **Approximate Impressions: 900,000**
- ▶ **Budget: \$5,000**

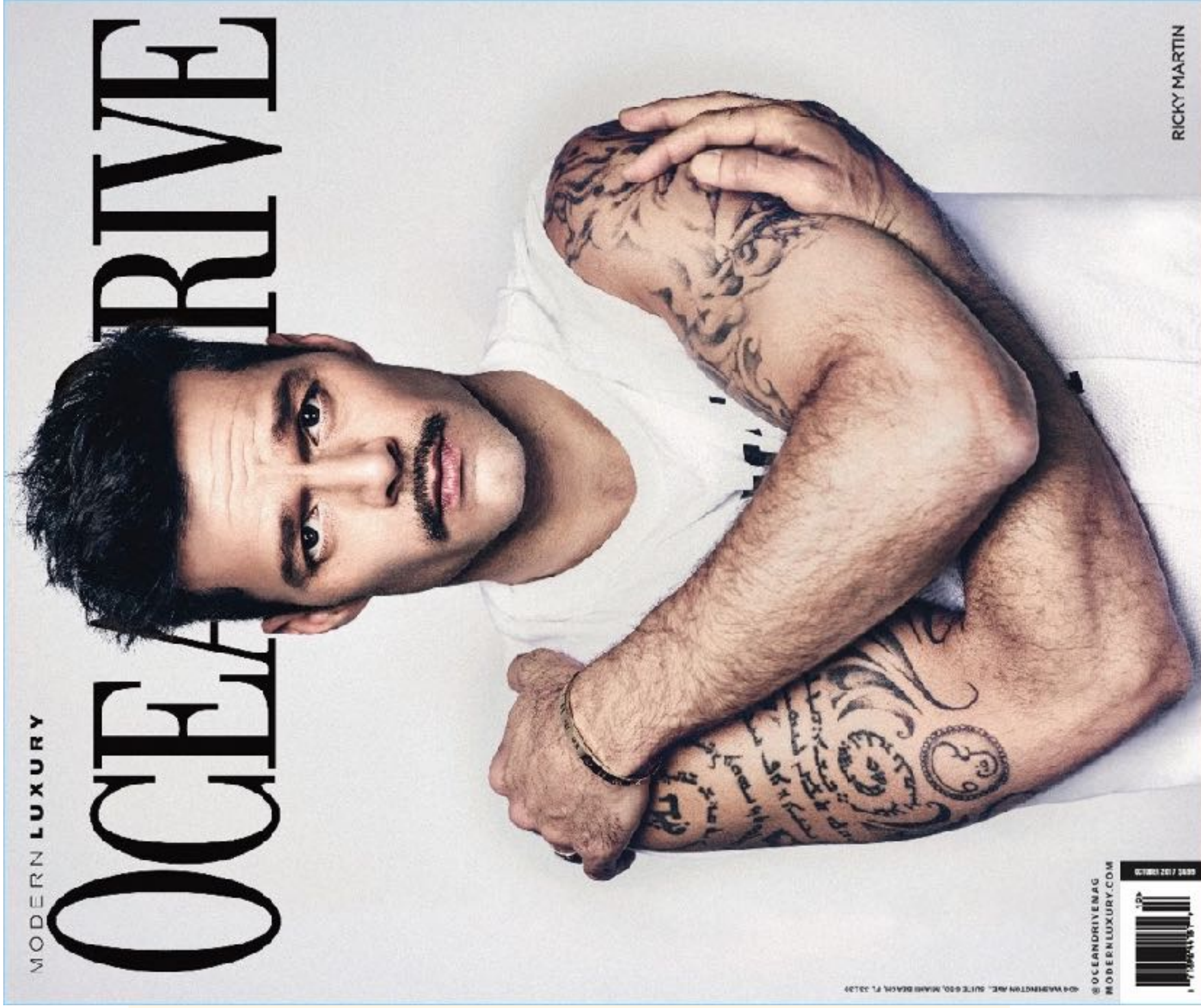
PAID MEDIA

OCCEAN DRIVE

Surfside
FLORIDA

OCEAN DRIVE

MEDIA PLAN



200,000

PAGEVIEWS
PER MONTH

120,000

UNIQUE MONTHLY
VISITORS

232,361

SOCIAL AUDIENCE

Surfside
FLORIDA

OCEAN DRIVE

MEDIA PLAN

TIMING:
OCTOBER
NOVEMBER
DECEMBER

- ▶ Custom Content Series
- ▶ E-Newsletter Integration
- ▶ Native Advertising
- ▶ Audience Extensions
- ▶ Luxury Travel Platform

CUSTOM CONTENT SERIES



Parties ▼ People ▼ Food & Drink ▼ Home & Real Estate ▼ Style & Beauty ▼

THE ULTIMATE MEMORIAL DAY WEEKEND STAYCATION GUIDE, PRESENTED BY EXPEDIA

By Jimmy Kontomandis for Expedia | May 24, 2018 | [Lifestyle](#)

While the masses flock in to Miami for the holiday weekend to enjoy the Magic City's warmth and waves, you, too, can take advantage of our gorgeous city's diverse variety of offerings. If you live on the beach, consider a weekend getaway in Brickell, and vice versa: allow yourself to enjoy and explore your city from a new perspective. We teamed up with [Expedia](#) to bring you the ultimate Miami staycation guide. In addition to the first-rate hotels listed below, find more Miami hotel options at [Expedia](#).

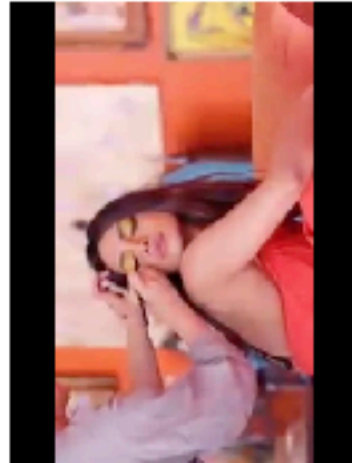
Enjoy a Wellness Weekend



Take advantage of the long weekend to unwind from the stresses of daily life at Carillon Miami Wellness Resort, Florida's most comprehensive spa and wellness retreat. Situated on a 750-foot stretch of private beach, the views alone are enough to relax the senses. The spa is known for its extensive hydrotherapy circuit, using restorative tropic sea water to promote well-being, with signature treatments designed and inspired by the sea. For a more intensive treatment, Carillon Miami also offers acupuncture and spiritual healing services. And don't forget to check out the fitness center, which is state-of-the-art equipment, and spectacular ocean views.



BEHIND THE SCENES WITH MODERN LUXURY



POPULAR POSTS



5 Miami Wellness Warriors Share Their Practices, Advice and Tips



LOCAL

Three advertorial features (one per month), created in collaboration with Ocean Drive editors

Homepage placement for one week per month

Content promoted via Ocean Drive's social media channels:

▶ Facebook: 73,551

▶ Instagram: 111,0000

▶ Twitter: 56,600



OCEAN DRIVE MEDIA PLAN
E-NEWSLETTER

— SPONSORED —



DISCOVER THE JOY OF TIME TOGETHER.

Discover Miami's premier family summer vacation destination. Retreat to a tropical paradise and enjoy accommodations, premier dining, championship golf, spa plus an expansive pool oasis with cabanas and 125' water slide. Florida Residents save 30% off best available rates, kids 6 & under eat free and 15 & under golf free! Room rates starting at \$159 per night.

LEARN MORE >

LOCAL

Three e-newsletter features (one per month)

Sent to Ocean Drive's opt-in list

▶ 12,000+ subscribers

▶ Open Rate: 18%

▶ CTR: 1.4%



AUDIENCE EXTENSIONS

Forbes



Princess Eugenie wore the Queen's Gravielle emerald tiara for her big day, with matching earrings gifted to her by the groom. Photo: Alastair Grant /AFP/Getty Images



Photo: Danny Lawson /AFP/Getty Images

The bride, 28, is the younger daughter of Prince Andrew, the queen's third child, and his controversial ex-wife, Sarah Ferguson, Duchess of York. She works as a director at the London art gallery Hauser & Wirth.

The groom, 32, known in the media as "a tequila ambassador," is a representative for the tequila

NATIONAL

- ▶ Native Custom Content Syndication
- ▶ Custom Audience Targeting through Display and Mobile
- ▶ Social Media targeting via Ocean Drive's channels
- ▶ Desktop keyword retargeting for relevant searches
- ▶ Timing: August, September, October — Continuously.
- ▶ **1.5 Million Guaranteed Impressions**



LUXURY TRAVEL PLATFORM



NATIONAL

- ▶ Day 1 - An initial email featuring your messaging is sent to the entire active target audience searching for a day trip, vacation or getaway
- ▶ Day 3 - A second follow-up email is sent to the target audience keeping Town of Surfside on top of mind.
- ▶ Ongoing from Day 1 thru Day 7 - Native ads carrying Surfside’s messaging are shown to the same active intenders targeted during the email campaign as they visit premium travel research sites.
- ▶ At the conclusion of the 7-day campaign, Surfside will receive a list of all those who engaged (opened/ clicked).

BY THE NUMBERS

Campaign Components	Impressions
Ocean Drive Digital Campaign	
Custom Content Series*	30,000
Social Media Promotion*	200,000
E-Newsletter Integration	36,000
Native Advertising Audience Extensions	1,500,000
Luxury Travel Platform	1,200,000
Owned Media National Campaign	
Surfside Facebook + Instagram*	621,000
Search and Display Ads*	900,000
TOTAL	4,487,000
Cost of Campaign	\$35,000
CPM	\$7.80

BEACH RENOURISHMENT

PUBLIC RELATIONS

Hosting journalists and media post-renourishment. Will cover expenses such as flights, co-opted meals, co-opted stays, etc.

\$10,000
SPEND

NATIONAL
MEDIA
TARGET

BUDGET

Pop Up Beach: \$70,000
Pop Up Beach Launch Event: \$10,000
Beach Shuttle: \$15,000
Paid Media: \$35,000
Public Relations: \$10,000

**Total Amount
Requested
from Reserves:
\$140,000**

MIAMI'S
UP TOWN
BEACHTOWN

Surfside
FLORIDA

THANK YOU



RESOLUTION NO. 19-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AMENDMENT TO THE FISCAL YEAR 2018-2019 TOURIST RESORT FUND ANNUAL BUDGET TO APPROPRIATE AND RELEASE RESERVES TO THE TOURIST BOARD PROMOTIONAL ACTIVITIES ACCOUNT IN THE AMOUNT OF \$140,000.00 FOR FUNDING OF A BEACH RENOURISHMENT MITIGATION PLAN; APPROVING THE BUDGET AMENDMENT, RELEASE OF THE FUNDS FROM RESERVES AND EXPENDITURE OF FUNDS; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the U.S. Army Corps of Engineers and Miami-Dade County, Florida are scheduled to commence a major beach renourishment project in the Town of Surfside (“Town”) during summer, 2019, which will result in portions of the beach being closed and not usable by Town residents, tourists and visitors; and

WHEREAS, the beach renourishment project may result in negative tourism effects in the Town, including reduced hotel occupancy, restaurant and business impacts, and reduced tourist and visitor traffic; and

WHEREAS, the Tourist Board, at its April 1, 2019 meeting, approved the allocation of \$140,000.00 in Resort Tax funds (34%) from available reserves held in the Resort Tax Fund Balance to be allocated to the Tourist Board Fiscal Year 2018-2019 operational budget for the funding of a Beach Renourishment Mitigation Plan, which will enhance tourism and provide an alternate beach location for Town residents and visitors; and

WHEREAS, the current budget for the Tourist Board for Fiscal Year 2018-2019 does not have sufficient funds for the Beach Renourishment Mitigation Plan , thereby necessitating a budget

amendment and appropriation of funds in the amount of \$140,000.00 from the Resort Tax Fund Balance Reserve account to the Tourist Board promotional activities account; and

WHEREAS, the Town Commission finds that the budget amendment, appropriation and release of reserve funds to the Tourist Board is in the best interest of tourism and economic development.

NOW, THEREFORE, BE IT RESOLVED by the TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

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

Section 2. Authorization to Amend the Fiscal Year 2018-2019 Tourist Resort Fund Annual Budget and Appropriate and Expend Reserve Funds. The Town Commission hereby authorizes an amendment to the Fiscal Year 2018-2019 Tourist Resort Fund Annual Budget to appropriate and release reserve funds in the amount of \$140,000.00 to the Tourist Board promotional activities account in order to expend funds for the Beach Renourishment Mitigation Plan.

Section 3. Implementation. The Town Manager, Tourist Board Director and/or designee are hereby authorized to take any and all action necessary to implement this Resolution and accomplish the budget amendment, appropriation and release of funds.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 14th day of May, 2019.

Motion by _____.
Second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Barry Cohen _____
Commissioner Michael Karukin _____
Commissioner Tina Paul _____
Vice-Mayor Daniel Gielchinsky _____
Mayor Daniel Dietch _____

DANIEL DIETCH, MAYOR

ATTEST:

SANDRA NOVOA, MMC, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:

Town Attorney



MEMORANDUM

ITEM NO. 5F

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Guillermo Olmedillo, Town Manager

Date: May 14, 2019

Subject: Fourth of July Fireworks

The Town of Surfside has previously contracted each year for the July 4th Fireworks, with a reputable fireworks company, known nationwide, to execute the fireworks display. A 12 – 14-minute hand fired display consisting of 655 2inch shells and 1350 multi shot cases will be launched. The display will occur each calendar year on July 4th at 9:00pm. The calendar years included in the contract are 2019, 2020 and 2021.

The Community Center will host an all-day event concluding with a capstone display of Fireworks, by a national fireworks company that understands the importance of providing top-notch quality service. In addition to the fireworks display, other activities planned for the Fourth of July celebration include: live band, swim races, DJ/emcee, giveaways, children arts and crafts, and raffles.

Total cost of the fireworks display is \$13,000 for each calendar year of 2019, 2020, and 2021. Budgeted through the Resort Tax Fund for the full amount. The budget impact is the secured dollar amount from the Town of Surfside three-year contract consisting of calendar years 2019, 2020 and 2021.

Firework Displays would consist of the following contracted dates: Thursday, July 4, 2019, Friday, July 4, 2020 and Saturday, July 4, 2021 at 9:00 pm for a 12 - 14-minute hand fired display.

Staff recommends a motion to approve the resolution authorizing the contract for the July 4th fireworks display of \$13,000 for each calendar year of 2019, 2020, and 2021 to be approved.

Reviewed by: SW/TM

Prepared by: RF/SW

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH ZAMBELLI FIREWORKS MANUFACTURING CO. FOR THE TOWN'S FOURTH OF JULY FIREWORKS DISPLAY; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 4, 2019, the Town of Surfside ("Town") will host an all-day community event at the Community Center, which concludes with a fireworks display ("Fourth of July Event"); and

WHEREAS, for several years, the Town has contracted with Zambelli Fireworks Manufacturing Co. ("Zambelli") to provide the fireworks display at the Fourth of July Event and is pleased with Zambelli's performance; and

WHEREAS, Town Staff recommends that the Town continue working with Zambelli to provide the fireworks display for the Fourth of July Event and enter into a three-year contract with Zambelli; and

WHEREAS, Zambelli has provided a proposal for a fireworks display (the "Services") at the 2019, 2020, and 2021 Fourth of July Events and has agreed to provide the Services as provided for in the Proposal, Agreement and Addendum, collectively attached hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, the Town conducted a good faith review of available sources as to price, delivery and terms, and wishes to waive competitive bidding for the Services pursuant to Section 3-12 of the Town's Purchasing Code and finds that it is in the best interests of the Town to expeditiously obtain the Services and ensure provision of the fireworks display for the Fourth of July Event; and

WHEREAS, pursuant to Section 3-13(7)(c) of the Town's Code, the Town Commission recognizes that the Services provided by Zambelli are exempt from the competitive procurement requirements of Chapter 3 of the Town's Code as they are a performing artist and entertainer

benefitting the citizens of Surfside and the general public at the Fourth of July Event, which is a Town function; and

WHEREAS, the Town Commission finds that the Agreement is in the best interest and welfare of the Town and wishes to approve same in substantially the form attached hereto as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval and Authorization; Waiver of Competitive Bidding. The Agreement between the Town and Zambelli, substantially in the form attached hereto as Exhibit “A,” is hereby approved. The Town Commission authorizes the Town Manager to execute the Agreement on behalf of the Town, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency. The Town Commission waives competitive bidding procedures pursuant to Section 3-12 of the Town’s Purchasing Code, upon the recommendation of the Town Manager, and finds that such waiver is in the best interests of the Town in order to expeditiously obtain the Services and ensure provision of the fireworks display for the Fourth of July Event. Furthermore, pursuant to Section 3-13(7)(c) of the Town’s Code, the Town Commission recognizes that the Services provided by Zambelli are exempt from the competitive procurement requirements of Chapter 3 of the Town’s Code as they benefit the citizens of Surfside and the general public at the Fourth of July Event, which is a Town function.

Section 3. Implementation. The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the Agreement.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED on this _____ day of _____, 2019.

Moved By: _____

Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen _____
Commissioner Michael Karukin _____
Commissioner Tina Paul _____
Vice Mayor Daniel Gielchinsky _____
Mayor Daniel Dietch _____

Daniel Dietch
Mayor

ATTEST:

Sandra Novoa, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 26th day of April, 2019, by and between:

Zambelli Fireworks Manufacturing Co. of New Castle, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

Town of Surfside, FL (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a 12-14 minute fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof as Exhibit "A"] (hereinafter referred to as the "Display") to be exhibited on the display dates set forth below (hereinafter referred to as the "Display Date"), or on the postponement dates set forth below (hereinafter referred to as the "Postponement Date") if the Display is postponed as provided herein, which Display Date and Postponement Date have been agreed upon at the time of signing this Contract. The term of this Contract is from the Effective Date through completion of the Display in 2021 (the "Term").

First Year Display Date: July 4, 2019

First Year Postponement Date: July 5, 2019

Second Year Display Date: July 4, 2020

Second Year Postponement Date: July 5, 2020

Third Year Display Date: July 4, 2021

Third Year Postponement Date: July 5, 2021

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of \$13,000 for each Display Date during the Term of this Contract (hereinafter referred to as the "Purchase Price"). For the First Year Display Date, fifty percent (50%) of the Purchase Price is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the First Year Display Date. For the Second Year and Third Year Display Dates, a fifty percent (50%) of the Purchase Price is due on or before June 1 of each calendar year and the balance of the Purchase Price is due at noon three (3) days prior to the Second Year and Third Year Display Dates. Zambelli reserves the right to add to Client's invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third party shipping costs) to Zambelli after the date of this Contract. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other

than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.

5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
 - (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
 - (b) Zambelli will secure all permits necessary for the Display as required, including but not limited to police, local, and state permits, and arrange for any security bonds or insurance as required by law. In addition Zambelli will notify and obtain permission from the FAA to display fireworks. Client will assist Zambelli when appropriate in completing permit applications.
 - (c) If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police and monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and there will be no refund of the Deposit or fifty percent (50%) of the Purchase Price, whichever is greater.
11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:

- (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (c) If Client cancels the Display from five (5) days prior the Display to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character or performance of the Display.
 13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
 14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
 15. This contract shall be deemed made in the State of Florida and shall be construed in accordance with the laws of the State of Florida, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the State of Florida and the Federal District Court for the Southern District of Florida to decide all disputes regarding this Contract.
 16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
 17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
 18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
 19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
 20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake,

flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
 22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to: **Town of Surfside 9293 Harding Ave. So.- Surfside, FL 33154**
 23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
 24. The terms of the Addendum attached hereto as Exhibit B are incorporated herein as though fully set forth herein.
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IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:

FOR: Zambelli Fireworks Manufacturing Co.

BY _____
date

BY Tony Sawdey 5/3/19
date

PRINT _____

PRINT Tony Sawdey / Prin. Mgr.

Please sign contract where indicated for Client and return all copies for final acceptance to:

Zambelli Fireworks Manufacturing Co.
1060 Holland Drive- Suite J
Boca Raton, FL 33487
561-395-0955 FAX 561-395-1799

**ADDENDUM TO CONTRACT AND AGREEMENT
BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND
ZAMBELLI FIREWORKS MANUFACTURING CO.**

FOURTH OF JULY FIREWORKS DISPLAY

THIS ADDENDUM TO CONTRACT AND AGREEMENT (“Addendum”) is made and entered into as of this ___ day of _____, 2019, by and between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as “Town” or “Client”) and **ZAMBELLI FIREWORKS MANUFACTURING CO.**, a Pennsylvania Corporation (hereinafter referred to as “Zambelli” or “Contractor”).

WITNESSETH:

WHEREAS, the Town and Contractor wish to enter into that certain Contract and Agreement, and this Addendum, for the purpose of Contractor providing a 12-15 minute fireworks display on July 4, 2019, July 4, 2020, and July 4, 2021 at the Town of Surfside Community Center located at 9301 Collins Avenue, Surfside, Florida 33154 (“Premises”), (hereinafter, the “Agreement”); and

WHEREAS, the Town and Contractor desire to add to and amend certain provisions of the Agreement as hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Town and Contractor desiring to be legally bound, do hereby agree and covenant, notwithstanding the terms and conditions of the Agreement, as follows:

1. **Addendum Controls.** In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall prevail and govern.
2. **Defined Terms.** All initial capitalized terms used in this Addendum shall have the same meaning as set forth in the Agreement unless otherwise provided.
3. **Recitals.** The recitals set forth above are incorporated herein and made a part of this Addendum.
4. **Insurance.**
 - 4.1. Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor’s insurance and shall not contribute to the Contractor’s insurance. The insurance coverages shall include

at a minimum the amounts set forth in this Section 4 and may be increased by the Town as it deems necessary or prudent.

- 4.2. Commercial General Liability coverage with limits of liability of not less than a \$10,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$10,000,000 each.
- 4.3. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to the Agreement who is not covered by Worker's Compensation insurance.
- 4.4. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 4.5. Transportation Liability Insurance with minimum limits of \$5,000,000 per Occurrence as required by the United States Department of Transportation.
- 4.6. **Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Agreement and prior to the execution of the Agreement by Town and prior to commencing any Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of the Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to the Agreement and shall state that such insurance is as required by the Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.
- 4.7. **Additional Insured.** The Town is to be specifically included as an Additional Insured

for the liability of the Town resulting from Services performed by or on behalf of the Contractor in performance of the Agreement. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

4.8. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

4.9. The provisions of this section shall survive termination of the Agreement.

5. **Indemnification.** Contractor shall protect, defend, indemnify, save and hold harmless the Town, all departments, agencies, boards and commissions, its officers, agents, servants and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of the Display or services and any negligent act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Town as a result of any claim, demands, and/or causes of action. Nothing in this indemnification or the Agreement is intended to act as a waiver of the Town's sovereign immunity rights, including those provided under section 768.28, Florida Statutes. This indemnification shall survive the expiration or termination of the Agreement.

6. **Notices/Authorized Representatives.** Any notices required by the Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town of Surfside
 Town Manager
 9293 Harding Avenue
 Surfside, Florida 33154

With a copy to: Town Attorney
 Town of Surfside
 9293 Harding Avenue
 Surfside, Florida 33154

For the Contractor: Zambelli Fireworks Manufacturing Co.
 Attention: Tony Sawdey, Project Manager
 1 West Camino Real Blvd., Suite 100
 Boca Raton, FL 33432

7. **Governing Law.** This Agreement shall be construed in accordance with and governed by

the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

8. **Ownership and Access to Records; Public Records.** Notwithstanding anything to the contrary in the Agreement, the Agreement and all Work, deliverables and services provided by the Contractor are subject to Florida's Public Records Law (Chapter 119, Florida Statutes, including but not limited to the following:
- 8.1. All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Contractor providing the Work to the Town under the Agreement shall be the property of the Town.
 - 8.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under the Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
 - 8.3. Upon request from the Town custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 8.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
 - 8.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
 - 8.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
 - 8.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

IF THE COMPANY HAS QUESTIONS REGARDING THE

APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: SANDRA NOVOA, MMC,
TOWN CLERK

Mailing address: 9293 Harding Avenue
Surfside, Florida 33154

Telephone number: 305-887-9541

Email: snovoa@townofsurfsidefl.gov

9. **Compliance with Laws.** Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out the Display, deliverables or services under the Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Display and services under the Agreement.
10. **Amendments.** This Agreement may only be amended by the prior written approval of the parties or by execution of an amendment executed by both parties.
11. **Controlling Agreement; No Construction against Drafter.** The Agreement, as supplemented and modified by this Addendum, is the sole expression of the agreement between the Town and Contractor as to the subject matter thereof.
12. **Counterparts.** This Addendum may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by telecopy, facsimile or electronic mail. Each executed counterpart of this Addendum will constitute an original document and all executed counterparts, together, will constitute the same Agreement.
13. **Attorney's Fees and Waiver of Jury Trial.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.
14. **Assignment and Subcontractors.** Contractor shall not sell, assign, transfer or convey this Agreement, in whole or in part, without the prior written consent of the Town Manager. Any such assignment without prior approval shall be void ab initio. All subcontractors shall be approved in advance by the Town before providing the Display. The Contractor agrees and represents that any approved subcontractors possess the requisite skills to perform the

Display and that the Display shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to the Town.

15. **Paragraph 3 of Agreement.** Paragraph 3 of the Agreement is replaced in its entirety as follows:

“Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.”

All insurance shall be provided by Contractor as set forth in Section 4 of this Addendum.

16. **Paragraph 9 of Agreement.** Paragraph 9 of the Agreement is stricken in its entirety.

17. **Paragraph 10 of Agreement.** Paragraph 10 of the Agreement is replaced in its entirety as follows:

“It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction, the Display will be cancelled and there will be no refund of the Deposit or fifty percent (50%) of the Purchase Price, whichever is greater.”

18. **Paragraph 11 of Agreement.** Paragraph 11(e) of the Agreement is stricken in its entirety. No Additional Third Party Charges will be imposed for cancellation of the Display.

19. **Paragraph 15 of Agreement.** Paragraph 15 of the Agreement is stricken in its entirety.

20. **Paragraph 17 of Agreement.** Paragraph 17 of the Agreement is stricken in its entirety.

21. **Paragraph 18 of Agreement.** Paragraph 18 of the Agreement is replaced in its entirety as follows:

“If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more.”

22. **Termination Due To Lack of Funding.** This Agreement is subject to the condition

precedents that: (i) Town funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Town secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Town Commission relative to the Services; and (iii) Town Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. In the event the Town Commission fails to appropriate funds for the particular purpose of this Agreement during any year of the Term hereof, then this Agreement shall be terminated upon twenty (20) days written notice and the Contractor shall be compensated for the Services satisfactorily performed through the effective date of termination. Town represents to Contractor that Town has adopted a resolution authorizing execution of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have caused this Addendum on the dates set forth below their respective signatures.

ATTEST:

Town Clerk

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Town Attorney

TOWN:

TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

Contractor

**ZAMBELLI FIREWORKS
MANUFACTURING CO.**, a Pennsylvania corporation

By: Tony Sawdey

Name: Tony Sawdey

Title: Project Manager

Date: 5/3/2019

Zambelli

FIREWORKS

Fireworks Proposal Town of Surfside, FL July 4th, 2019 to 2021



Zambelli Fireworks

Tony Sawdey- Project Manager

218-820-2372

Boca Raton, Florida



FIREWORKS PROPOSAL

Show Date: July 4, 2019 to 2021

All inclusive Budget and Duration: \$13,000, 12-14 minute
Hand fired display

Location: 9301 Collins Ave- Surfside, FL

Insurance Liability Coverage: \$10 Million dollars per incident clause to cover the Fireworks Display. Zambelli uses the highest insurance premium in the industry, only offered to "AAA" rated companies.

Permits: Zambelli Fireworks will work with the local Fire, Police and the environmental groups to secure all needed security and safety plans.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of Florida.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 code will be strictly enforced.

Terms: 50% deposit at signing of the contract. Balance due at completion of each display, as invoiced by Zambelli

Zambelli

FIREWORKS

Detailed Plan For the Fireworks Display

Proposed Show Segments

OPENING: An opening barrage is designed to attract the attention of the audience and entice them to pay attention...”The show has just begun!” The opening barrage for the display will certainly impress as multiple shots of comet tails and aerial effects will fill the night’s air. As the opening barrage grows, the intensity of colors and sound will permeate the skies. **30 seconds.**

FEATURE PRESENTATION: The main body of the fireworks display should not be just one shell fired one after another. It’s about rhythm, timing, and spacing the perfect effects with one another and building themes throughout the show. Some fireworks are designed to have extreme intensity while others are designed to slow the pace down with slower, softer effects. The design team hand picks every product used to ensure there are nearly no duplicates of tableaux throughout the program. The audience will enjoy a fully designed display. The intensity will continue to grow until... **12 Minutes.**

...**the GRAND FINALE:** and it will be GRAND!

Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the biggest and best Finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titanium-salutes will be the magical ending of the grand display. The finale will be fired with multiple products and effects to cover every inch of sky. **30-45 seconds.**

Zambelli

FIREWORKS

Shell Listings by Segment

Opening:

30- 2 inch color finale shells
10- 2 inch Salute finale shells

Body:

300- 2 inch assorted colors and effects
15- Multi shot devices totaling 1350 shots

Grand Finale:

240- 2 inch color finale shells
60- 2inch salute finale shells

Total aerial shells and Effects 1990

Zambelli

FIREWORKS

Zambelli Fireworks Team

Danielle Fredrickson

Office Manager/ Inside Sales/
Customer Service

Office: 561-395-0955

dfredrickson@zambellifireworks.com

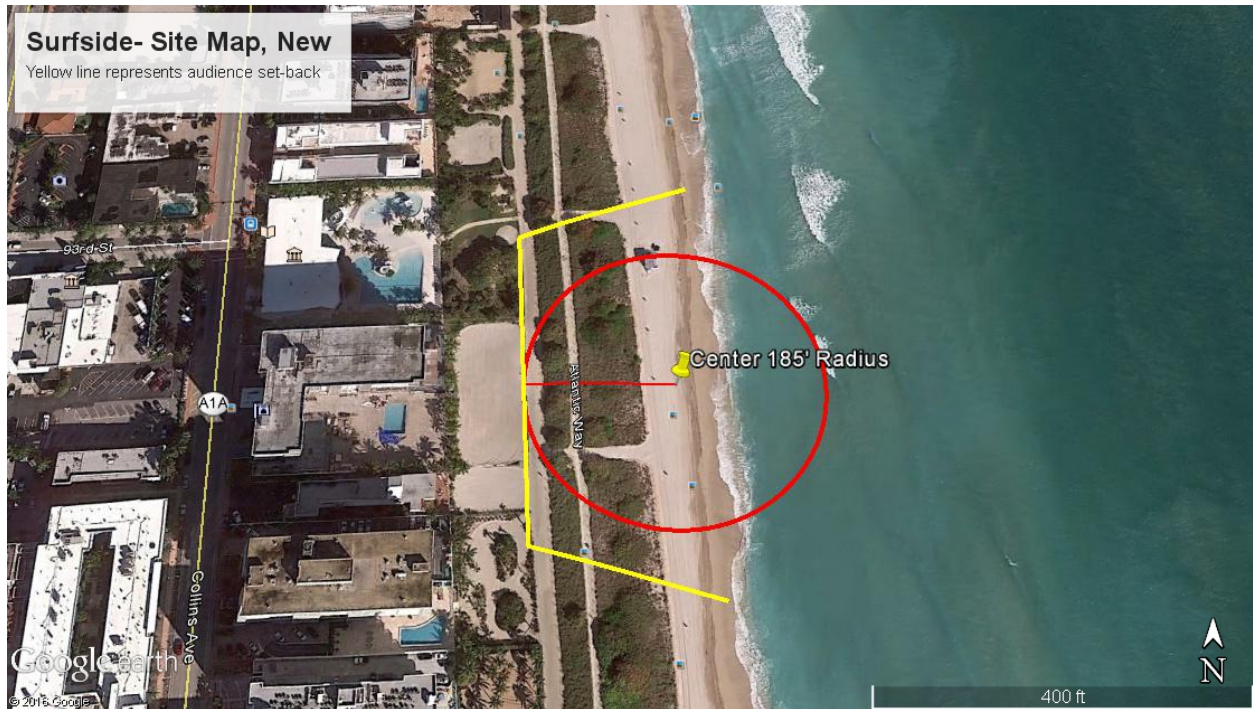
Tony Sawdey

Project Manager/ Sales/
Certified Technician

Cell: 218-820-2372

tsawdey@zambellifireworks.com

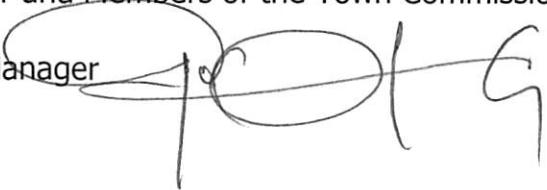
Proposed Launch Site





MEMORANDUM

ITEM NO. 5G

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager 
Date: May 14, 2019
Subject: Miami-Dade County Environmental and Education Grant

At the April 9, 2019 Town Commission Meeting, direction was given to work with the Youth Environmental Alliance (YEA) to prepared a proposal in response to RFP 9333 Environmental Education CBO Funding through the Miami-Dade County Environmental Enhancement and Education Grant Program (Attachment A).

In addition to the utilization of existing staff, in the attached Letter of Support (Attachment B) the Town will also provide the use of the Community Center if the grant is awarded to YEA.

The accompanying Resolution authorizes the Town Manager to enter into an agreement with YEA for the outlined support.

Reviewed by

Prepared by 



**Town of Surfside
Town Commission Meeting
April 9, 2019
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: April 9, 2019
Prepared by: Daniel Dietch, Mayor
Subject: Miami-Dade County Environmental Enhancement and Education Grant Opportunity

Objective: To seek direction from the Town Commission whether to direct the Town Manager to work with the [Youth Environmental Alliance](#) (YEA) to prepare a proposal in response to [RFP 9333 Environmental Education CBO Funding](#) through the Miami-Dade County Environmental Enhancement and Education Grant Program.

Consideration: The Town has a longstanding relationship with YEA to implement a range of environmental community events including constructing resilience dunes, planting sea oat and removing non-native invasive plant species. YEA has identified a grant funding opportunity to further our environmental stewardship efforts and community engagement. Specifically, the Miami-Dade County Environmental Enhancement and Education Grant Program is seeking “community-based organizations to provide environmental enhancement and education projects within Miami-Dade County. The program is aimed at County residents to heighten their awareness of Miami-Dade County’s fragile environment. By partnering with community-based organizations, the grants allow the funding departments to reach populations they would not normally reach. The Miami-Dade Water and Sewer Department, the Department of Solid Waste Management and the Department of Regulatory and Economic Resources finance the program from their operating budgets.”

Staff have reviewed this opportunity and confirmed that by partnering with YEA that all of the following RFP parameters are satisfied:

- All proposers must be an eligible 501(c)(3) non-profit community-based organization. Please note you must have an IRS letter of determination of 501(c)(3) status dated prior to the May 1, 2019 RFP submission deadline.
- Environmental Education should be a core mission of the community-based organization. Additionally, the proposal must state the mission and provide



**Town of Surfside
Town Commission Meeting
April 9, 2019
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

documentation to substantiate that environmental education is a central component of the organization's goals, objectives and activities.

- Project activities that receive funding through this RFP must take place during the 12-month period that begins on or after July 1, 2019. One-time events will not be considered for funding. Organizations may not submit multiple applications and the maximum amount of funding that any organization may request cannot exceed \$65,000.
- All proposed activities must take place in Miami-Dade County and benefit Miami-Dade County residents.

The proposal submittal deadline is 4:00pm on Wednesday, May 1, 2019.

Recommendation: For the Town Commission to direct the Town Manager to work with the Youth Environmental Alliance to prepare a proposal in response to RFP 9333 Environmental Education CBO Funding through the Miami-Dade County Environmental Enhancement and Education Grant Program.



TOWN OF SURFSIDE

9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154
(305) 861-4863 • FAX: (305) 861-1302
WWW.TOWNOFSURFSIDEFL.GOV

OFFICE OF THE MAYOR

April 15, 2019

Mr. Lee Gottlieb
Director of Eco-Action and Community Outreach
Youth Environmental Alliance, Inc.
6900 SW 21 Court
Davie, FL 33317

To Whom It May Concern:

I am writing on behalf of the Town of Surfside to express the Town of Surfside's support for the Youth Environmental Alliance (YEA) submission of their proposal in response to RFP 9333 Environmental Education CBO Funding through the Miami-Dade County Environmental Enhancement and Education Grant Program. Surfside will provide the use of the beachfront Community Center at 9301 Collins Avenue.

Town staff will assist with logistical support. The support for this initiative was authorized by the Town Commission at a meeting on April 9, 2019.

YEA is a community-based organizations that exemplifies how to provide environmental enhancement and education projects as evidenced through their past engagements in Miami-Dade County specifically, and south Florida generally. They have tailored their programming for residents, young and old, advantaged and disadvantaged, to heighten their awareness of our fragile coastal environment. Their model of engagement is meaningful, cost-efficient and effective. I can attest to YEA's success with this model as well as their commitment to improving the environment while engaging and educating the public on the importance of building and maintaining resilient dunes. YEA has worked collaboratively with the Town of Surfside over the past five years to improve our dune system. YEA has engaged community partners including our residents, local businesses, regional businesses and students from Miami-Dade County by hosting events to remove non-native invasive plants and replace them with native plants like sea oats as

importance of protecting our coastline and helping the community partners becoming better stewards of the natural environment. By partnering with YEA, we will be able to connect with populations they would not normally reach.

I am confident, based on our experience in Surfside, that the funding from the Miami-Dade County Environmental Enhancement and Education Grant Program will be put to good use and enable YEA to continue their educational outreach activities and dune restoration work within our community and set an example for future community-based organizations and municipalities.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dan Dietch", with a long horizontal flourish extending to the right.

Daniel Dietch, Mayor

Town of Surfside

RESOLUTION NO. 2019- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING LOGISTICAL SUPPORT FOR THE YOUTH ENVIRONMENTAL ALLIANCE (YEA) IN CONNECTION WITH THE MIAMI-DADE COUNTY ENVIRONMENTAL ENHANCEMENT AND EDUCATION GRANT PROGRAM FOR ENVIRONMENTAL EDUCATION FUNDING; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH YEA FOR SUCH PURPOSES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) is committed to environmental stewardship and education by engaging the community in events and programs aimed at continual enhancement of Miami-Dade County’s (“County”) environment and coastal natural resources; and

WHEREAS, the Town has previously partnered with the Youth Environmental Alliance (“YEA”) in connection with the implementation of various events and programs in furtherance of environmental stewardship and education for the environment, including working collaboratively in the improvement of the dune system, planting of sea oats and removal of non-native invasive plant systems; and

WHEREAS, YEA submitted a proposal in response to the County’s RFP No. 9333 for Environmental Education CBO Funding through the County’s Environmental Enhancement and Education Grant Program (“Program”), to provide environmental education and project activities that foster such goals and objectives; and

WHEREAS, the Town wishes to provide logistical support to YEA in furtherance of the Program and support educational outreach activities within the community, by providing Town staff assistance and temporary use of the Community Center located at 9301 Collins Avenue for such purposes; and

WHEREAS, the Town Commission finds that providing support to YEA for the Program is in the best interest and welfare of the Town and its residents, and enhances protection and preservation of the environment.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval. The Town Commission approves the logistical support to YEA for the Program, including the temporary use of Town staff resources and the Community Center located at 9301 Collins Avenue in furtherance of the goals and objectives of the Program.

Section 3. Authorization and Implementation. The Town Manager is authorized to take all action necessary to implement the purposes of this Resolution, and to enter into an agreement with YEA in connection with the Program.

Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 14th day of May, 2019.

Motion by _____.

Second by _____.

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen	_____
Commissioner Michael Karukin	_____
Commissioner Tina Paul	_____
Vice Mayor Daniel Gielchinsky	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC,
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



**Town of Surfside
Town Commission Meeting
May 14, 2019
7:00pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

RESOLUTION COVER MEMORANDUM

Agenda #: 5H
Date: May 14, 2019
From: Daniel Dietch, Mayor
Subject: Resolution Waiving Building Permit Fees for Additional Sustainability Initiatives

Objective: To approve the Resolution Waiving Building Permit Fees for Additional Sustainability Initiatives.

Consideration: The Town of Surfside has a record of acknowledging the reality of climate change, the projected effects on our community and our ability and responsibility to reduce our contribution to the causes of climate change, as evidenced by the Town's legislative and administrative actions and programs. Further, Surfside has demonstrated its leadership on a range of environmental matters and sustainability initiatives that have helped strengthen our community and provided leadership to other municipalities. Amongst the many initiatives, Resolution 2018-2492 waives all Town permit fees and provides expedited development and review processes for solar PV systems. Subsequently, a discussion item was presented at the April 9, 2019 Commission meeting and the Town Manager was directed to develop an expanded incentives program to promote the implementation and use of sustainable technologies and systems for single-family properties. The attached Resolution was developed by the Administration to effectuate this direction and is presented for consideration. The fiscal impact is negligible and will pay dividends in terms of environmental leadership and stewardship while decreasing our energy footprint.

Recommendation: To approve the Resolution Waiving Building Permit Fees for Additional Sustainability Initiatives.

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, WAIVING TOWN BUILDING PERMIT FEES AND REQUIRING EXPEDITED DEVELOPMENT AND REVIEW PROCESSES FOR SUSTAINABILITY PROJECTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 13, 2018, the Town of Surfside (“Town”) Commission adopted Ordinance No. 2018-1677, amending Section 14-29, “Permit Fees” of the Town’s Code of Ordinances (“Code”) to allow the Town Commission to waive, by resolution, building permit fees and other fees and to provide for expedited permitting and development review for certain programs; and

WHEREAS, on March 13, 2018, the Town Commission adopted Resolution No. 2018-2492 to waive building permit fees to provide for expedited permitting and development review for photovoltaic solar systems (i.e., solar panels); and

WHEREAS, the Town is committed to environmental conscientiousness and leadership and wishes to further incentivize certain development programs in the Town, including sustainable building programs, by waiving Town building permit fees and expediting permitting and development review; and

WHEREAS, the Town Commission desires to incentivize the installation and use of sustainability projects in the Town as described in Exhibit “A” attached hereto (“Sustainability Projects”) by waiving the Town’s building permit fees and expediting the development and review processes for same; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest of the public health, safety and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE AS FOLLOWS:

Section 1. **Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. **Waiving Building Permit Fees.** The Town Commission hereby waives the Town’s building permit fees for installation of the Sustainability Projects listed in Exhibit “A”

attached hereto and incorporated herein. Any outside agency or other governmental fees are still required to be paid.

Section 3. Expediting Review. The Town Commission hereby requires that the development and review processes for installation of the Sustainability Projects listed in Exhibit “A” be expedited.

Section 4. Implementation. The Town Commission hereby authorizes the Town Manager and Building Official to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED on this 14th day of May, 2019.

Moved By: _____

Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen	_____
Commissioner Michael Karukin	_____
Commissioner Tina Paul	_____
Vice Mayor Daniel Gielchinsky	_____
Mayor Daniel Dietch	_____

Daniel Dietch
Mayor

ATTEST:

Sandra Novoa, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

EXHIBIT A

Sustainability Projects

Alternative Energy

- Advanced Energy Storage Systems (e.g., batteries for solar PV)
- Electric Vehicle Charging Station
- Wind Turbine

Building Envelope

- Air Sealing
- Insulation, Attic
- Insulation, Wall

High-Efficiency Water Heating

- Tankless Water Heater

Solar Thermal

- Solar Pool Heating
- Solar Water Heating

Wind Resistant Measures

- Sea Walls



MEMORANDUM

ITEM NO. 5I

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Guillermo Olmedillo, Town Manager

Date: May 14, 2019

Subject: Global Payments Direct (OpenEdge) Credit Card Processing Agreement

The Global Payments Direct Merchant Card Processing Agreement ("Agreement") will allow the Town to more effectively process online and in person credit card payments for any transactions processed through the new ERP system. This will be undertaken by Global Payments Direct subsidiary, OpenEdge. OpenEdge has an exclusive relationship with the Town's ERP provider, Tyler Technologies. The Town currently uses another vendor to process these transactions, but that relationship will not permit us to seamlessly process these types of payments.

Global Payments Direct is used by other local governments and their pricing is competitive and likely cheaper than our currently provider. In the absence of this Agreement, transactions processed outside of this Agreement will take longer to post and will involve a daily posting and reconciliation process that will involve more labor hours and create a greater likelihood of error.

The fee schedule will not be greater than the following:

- Application/setup fee waived
- Interchange & Assessments (at cost)
- 15% Discount rate for all card types (Visa, MasterCard, Discover, American Express)
- \$0.10 transaction fee
- \$5 monthly service fee
- \$5.60 monthly regulatory service fee
- \$14.75 monthly Payment Card Industry (PCI) data monitoring fee** (see attached details)
- No charge for Ingenico iSC480 (for retail/over-the-counter setup) for the first device to each merchant account and \$695 to purchase or \$19.99/month (36 months) to rent additional units.

We recommend that this Agreement be approved.

Reviewed by GO

Prepared by CW

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A CARD SERVICES AGREEMENT WITH GLOBAL PAYMENTS DIRECT, INC.; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 9, 2018, the Town of Surfside (“Town”) Commission approved an agreement with Tyler Technologies, Inc. (“Tyler”) pursuant to Request for Proposal No. 2015-001 for a turn key enterprise resource planning software solution; and

WHEREAS, Tyler’s software is only compatible with the merchant credit card processing services (“Merchant Services”) provided by Global Payments Direct, Inc. (“Global”); and

WHEREAS, the Town wishes to improve efficiencies within the Town’s operations by utilizing the Merchant Services offered by Global that are compatible with Tyler’s software; and

WHEREAS, Global has provided the Town with a proposal and the Town finds that the proposal is in the best interests of the Town; and

WHEREAS, the Town wishes to enter into a Card Services Agreement (the “Agreement”) with Global in substantially the form attached hereto as Exhibit “A”; and

WHEREAS, the Town Commission finds that the Agreement is in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval and Authorization. The Agreement, in substantially the form attached hereto as Exhibit “A” is approved, subject to such changes as may be acceptable to the Town Manager and the Town Attorney as to form and legality. The Town Commission authorizes the Town Manager to execute the Agreement on behalf of the Town.

Section 3. Implementation. The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the Agreement.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED on this 14th day of May, 2019.

Moved By: _____

Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Daniel Gielchinsky _____

Mayor Daniel Dietch _____

Daniel Dietch

Mayor

ATTEST:

Sandra Novoa, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

CARD SERVICES TERMS & CONDITIONS

PLEASE READ SECTION 17 ("DISPUTE RESOLUTION") CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS

1. GENERAL.

The "Card Services Agreement" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "you"), Global Payments Direct, Inc. ("Global Direct"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application ("Member") is a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard, a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"), and a registered acquirer for Discover Financial Services LLC ("Discover"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.

Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express, Discover and PayPal transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, China Union Pay, Diner's Club and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.

Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "Services"). During the term of the Card Services Agreement, Global Direct will be the sole and exclusive provider of all card Services to Merchant. Any Merchant accepted by Global Direct for card processing services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. A MERCHANT'S SUBMISSION OF A TRANSACTION TO GLOBAL DIRECT SHALL BE DEEMED TO SIGNIFY MERCHANT'S ACCEPTANCE OF THE CARD SERVICES AGREEMENT, INCLUDING THE TERMS AND CONDITIONS HEREIN.

Except as expressly stated in the first three paragraphs of Section 13, all terms and conditions of this Card Services Agreement shall survive termination

2. SERVICE DESCRIPTIONS.

Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, MasterCard, American Express, Diners, Discover); settlement; dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("Switched Transactions") to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.

EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("EBT") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("Recipients"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits") and/or government delivered cash assistance benefits ("Cash Benefits," with FS Benefits, "Benefits") to Recipients through the use of a state-issued card ("EBT Card").

Provisions regarding debit card services are set forth in Section 27 below.

With respect to Visa and MasterCard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to Section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or MasterCard product that it has elected not to accept.

3. PROCEDURES.

Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct's website at www.globalpaymentsinc.com. Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, MasterCard's Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.

Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, MasterCard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs.

Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws") and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("Laws on Collection of Personal Information"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant's location(s).

Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

4. MARKETING.

Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such

service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.

5. PAYMENT, CHARGES AND FEES.

Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct or by a third party through Global Direct, shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("ACH") network and which can accept ACH transactions Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, arbitration fees, fines, penalties, etc. charged or assessed by the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

6. EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.

Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprinters, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.

The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). In the event the Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative. Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within sixty (60) days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after sixty (60) days.

Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing services under this Card Services Agreement to any other party.

7. FINANCIAL INFORMATION.

Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant, its owners, principals, partners, proprietors or its affiliates as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the **operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.**

8. CHANGE IN BUSINESS.

Merchant agrees to provide Global Direct and Member sixty (60) days prior written notice of its (a) transfer or sale of any substantial part (ten percent (10%) or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.

9. TRANSFERABILITY.

This Card Services Agreement is not transferable by Merchant without the written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be **limited to, the authority and right to debit the Merchant's account(s) as described herein.**

10. WARRANTIES AND REPRESENTATIONS.

Merchant warrants and represents to Global Direct and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (h) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (i) that none of the sales transactions submitted hereunder for purchase represent sales to any principal, partner, proprietor, or owner of Merchant, (j) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation Payment Card Industry (PCI) Data Security Standards, Visa's Cardholder Information Security Program and MasterCard's Site Data Protection Program, and (k) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. In the event that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Merchant, such sales transaction may be refused or charged back.

Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the operating regulations and rules of the applicable card association or network organization, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

NEITHER MEMBER, NOR GLOBAL DIRECT, NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY TERMINAL, ANY EQUIPMENT, SOFTWARE OR SERVICES LEASED, SOLD OR OTHERWISE FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.

11. INDEMNITY.

Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the rules and regulations of any card association or applicable laws; (b) any card transaction or any act or omission of Merchant in connection with a cardholder; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the card association rules and regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Card Services Agreement or a card transaction; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; or (g) for all web based, internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information. For purposes of this Agreement, including the foregoing indemnities, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

12. LIMITATION OF LIABILITY.

- 12.1 NEITHER MEMBER NOR GLOBAL DIRECT SHALL BE LIABLE FOR FAILURE TO PROVIDE THE SERVICES OR DELAY IN PROVIDING THE SERVICES INCLUDING PROCESSING DELAYS OR OTHER NON-PERFORMANCE IF SUCH FAILURE IS DUE TO ANY CAUSE OR CONDITION BEYOND SUCH PARTY'S REASONABLE CONTROL. SUCH CAUSES OR CONDITIONS SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT IN EITHER ITS SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, RIOTS, WAR, SHORTAGES OF LABOR OR MATERIALS, FREIGHT EMBARGOES, UNUSUALLY SEVERE WEATHER, BREAKDOWNS, OPERATIONAL FAILURES, ELECTRICAL POWER FAILURES, TELECOMMUNICATIONS FAILURES, EQUIPMENT FAILURES, UNAVOIDABLE DELAYS, THE ERRORS OR FAILURES OF THIRD PARTY SYSTEMS, NON-PERFORMANCE OF VENDORS, SUPPLIERS, PROCESSORS OR TRANSMITTERS OF INFORMATION, OR OTHER SIMILAR CAUSES BEYOND SUCH PARTY'S CONTROL.
- 12.2 THE LIABILITY OF GLOBAL DIRECT AND MEMBER FOR ANY LOSS ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF ANY MALFUNCTION OF THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE, THE UNAVAILABILITY OR MALFUNCTION OF THE SERVICES, PERSONAL INJURY, OR PROPERTY DAMAGE, SHALL, IN THE

AGGREGATE, BE LIMITED TO ACTUAL, DIRECT, AND GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED ONE (1) MONTH'S AVERAGE CHARGE PAID BY MERCHANT HEREUNDER (EXCLUSIVE OF INTERCHANGE FEES, ASSESSMENTS, AND ANY OTHER FEES OR COSTS THAT ARE IMPOSED BY A THIRD PARTY IN CONNECTION WITH MERCHANT'S PAYMENT PROCESSING) FOR THE SERVICES DURING THE PREVIOUS TWELVE (12) MONTHS OR SUCH LESSER NUMBER OF MONTHS AS SHALL HAVE ELAPSED SUBSEQUENT TO THE EFFECTIVE DATE OF THIS CARD SERVICES AGREEMENT. THIS SHALL BE THE EXTENT OF GLOBAL DIRECT'S AND MEMBER'S LIABILITY ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING ALLEGED ACTS OF NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE AND REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST GLOBAL DIRECT OR MEMBER, WHETHER CONTRACT, TORT, OR OTHERWISE, AND THE FOREGOING SHALL CONSTITUTE MERCHANT'S EXCLUSIVE REMEDY.

- 12.3 UNDER NO CIRCUMSTANCES SHALL GLOBAL DIRECT OR MEMBER BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES AND BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF PLACEMENT OF A MERCHANT'S NAME ON ANY TERMINATED MERCHANT LIST FOR ANY REASON, EVEN IF GLOBAL DIRECT OR MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement.
- 12.4 **IT IS AGREED THAT IN NO EVENT WILL GLOBAL DIRECT OR MEMBER BE LIABLE FOR ANY CLAIM, LOSS, BILLING ERROR, DAMAGE, OR EXPENSE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT WHICH IS NOT REPORTED IN WRITING TO GLOBAL DIRECT BY MERCHANT WITHIN SIXTY (60) DAYS OF SUCH FAILURE TO PERFORM OR, IN THE EVENT OF A BILLING ERROR, WITHIN NINETY (90) DAYS OF THE DATE OF THE INVOICE OR APPLICABLE STATEMENT. MERCHANT EXPRESSLY WAIVES ANY SUCH CLAIM THAT IS NOT BROUGHT WITHIN THE TIME PERIODS STATED HEREIN.**

13. TERM AND TERMINATION.

This Card Services Agreement shall remain in full force and effect for an initial term of three (3) years. This Card Services Agreement shall be automatically extended for successive one (1) year periods on the same terms and conditions expressed herein, or as may be amended, unless Merchant gives written notice of termination as to the entire Card Services Agreement or a portion thereof at least 60 days prior to the expiration of the initial term or any extension or renewals thereof, in which case this Card Services Agreement will terminate at the end of the then-current term. Notwithstanding anything to the contrary set forth herein, in the event Merchant terminates this Card Services Agreement in breach of this Section 13, the following amount(s) shall be immediately due and payable to Global Direct: the lesser of (a) the maximum amount permitted by state law, and (b) all monthly fees assessed to Merchant under this Card Services Agreement and due to Global Direct for the remainder of the then existing term of the Card Services Agreement, including all minimum monthly fee commitments. Merchant hereby authorizes Global Direct to accelerate the payment of such applicable amount(s) and to deduct such total amount(s) from Merchant's account referenced in Section 5, or to otherwise withhold the total amount(s) from amounts due to Merchant from Global Direct, immediately on or after the effective date of termination. If the Merchant's account does not contain sufficient funds for the debit or the amount cannot be withheld by Global Direct from amounts due to Merchant, Merchant shall pay Global Direct the amount due within ten (10) days of the date of Global Direct's invoice for same. The payment as described here is not a penalty, but rather is hereby agreed by the parties to be a reasonable amount of liquidated damages to compensate Global Direct for its termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amount(s) shall not be in lieu of but in addition to any payment obligations for Services already provided hereunder (or that Global Direct may continue to provide), which shall be an additional cost, and any and all other damages to which Global Direct may be entitled hereunder. Notwithstanding the foregoing, if Merchant provides Global with written notice within forty-five (45) days of Merchant's execution of this Card Services Agreement that it wishes to terminate this Card Services Agreement immediately, Merchant shall not be responsible for the payment of the above-referenced amount(s), but shall be responsible for compliance with all other terms and conditions set forth in this Card Service Agreement, including but not limited to payment for all fees incurred prior to the termination of this Card Services Agreement.

Notwithstanding the foregoing, Global Direct may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal or other card reader, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application, or in the event Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.

In the event that Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within thirty (30) days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such thirty (30) day period unless notification is withdrawn.

Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. In the event of termination, all equipment leased from, and software provided by, Global Direct including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.

14. RETURNED ITEMS/CHARGEBACKS.

If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the card

associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

15. RESERVE ACCOUNT.

At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("Reserve Account"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) Direct payment by Merchant -- At the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; (b) The proceeds of indebtedness presented for purchase; or (c) The transfer by Global Direct and Member into the Reserve Account of funds withdrawn from any of the accounts referred to in Section 5 or any other accounts, including certificates of deposit, maintained by Merchant or Merchant's guarantor, if any, with any designated depository or other financial institution. Merchant and Merchant's guarantor hereby grants Member a security interest in all accounts referenced in Section 5 or any other accounts, including certificates of deposits, maintained by Merchant or Merchant's guarantor, if any, with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant and Merchant's guarantor hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. Merchant and Merchant's guarantor will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the rules and regulations of the card associations or network organizations and (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant will not receive any interest on funds being held in a Reserve Account and Merchant has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Card Services Agreement, maintain the sum of at least five percent (5%) of gross sales for the 90 day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent (5%) of gross sales for the 90 day period prior to termination in a Reserve Account.

16. DEFAULT/SECURITY INTEREST.

Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in Section 5 or any other accounts belonging to Merchant, Merchant's affiliated entities, or Merchant's guarantor held by any designated depository (or by any other financial institution) may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties: (a) all of the accounts referenced in the preceding sentence, (b) the Reserve Account, (c) any rights to receive credits or payments under this Card Services Agreement and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Merchant represents and warrants that (a) Merchant has good and valid rights and title to the property described herein, (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity, (c) no other person or entity has a security interest or lien in any of the property described herein and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) and Merchant's guarantor's instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them are described above in Section 15.

Merchant also agrees that, in the event of a default by Merchant, Member has a right of setoff and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct, Member may have under applicable law.

17. DISPUTE RESOLUTION – ARBITRATION AND CLASS ACTION WAIVER

NOTE: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES

- 17.1 MANDATORY ARBITRATION: ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS CARD SERVICES AGREEMENT OR THE RELATIONSHIPS WHICH RESULT FROM THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT; HOWEVER, YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF (1) THE CLAIMS QUALIFY FOR SMALL CLAIMS COURT; (2) THE MATTER REMAINS IN SMALL CLAIMS COURT AT ALL TIMES; AND (3) THE MATTER PROCEEDS ONLY ON AN INDIVIDUAL (NOT A CLASS OR REPRESENTATIVE BASIS). ARBITRATION DOES NOT PROCEED BEFORE A JURY AND MAY INVOLVE MORE LIMITED DISCOVERY THAN A COURT PROCEEDING. ANY ARBITRATION UNDER THIS CARD SERVICES AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED.** The arbitrator's award or decision will not affect issues or claims involved in any proceeding between Global Direct or Member and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration. However, nothing in this Section or this Card Services Agreement shall preclude any party from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief on your behalf. Further, notwithstanding the foregoing, nothing in this Section or this Agreement prohibits a party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief.

The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of the arbitration provisions of this section. Arbitration will be administered by JAMS (www.jamsadr.com). For claims greater than \$250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMS default arbitration rules shall apply). For claims equal to or less than \$250,000, the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMS default arbitration rules shall apply). Unless the arbitrator(s) determine that justice or fairness require otherwise: (i) any arbitration will proceed in Atlanta, Georgia (although, for the convenience of the Merchant or guarantor (as applicable), any party or its counsel may participate telephonically); and (ii) the arbitrator(s) will oversee limited discovery, taking into account the amount in controversy and the parties' desire to keep proceedings cost-effective and efficient. Any decision rendered in any arbitration proceeding shall be final and binding on each of the parties to the arbitration and judgment may be entered thereon in any court of competent jurisdiction. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to enforce any award or to comply with applicable law.

If the total damage claims in an arbitration are \$10,000 or less, not including the Merchant's attorney fees ("Small Arbitration Claim"), the arbitrator may, if the Merchant, prevails, award the Merchant reasonable attorney fees, expert fees and costs (separate from Arbitration Costs as defined below), but may not grant Global Direct or Member its attorney fees, expert fees or costs (separate from Arbitration Costs) unless the arbitrator determines that the Merchant's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, Global Direct will pay all arbitration filing, administrative and arbitrator costs (together, "Arbitration Costs"). The Merchant must submit any request for payment of Arbitration Costs to JAMS at the same time the Merchant submits its Demand for Arbitration. However, if the Merchant wants Global Direct to advance the Arbitration Costs for a Small Arbitration Claim before filing, Global Direct will do so at the Merchant's written request which must be sent to Global Direct at the address set forth in the Notices section (Section 22) herein below.

If the Merchant's total damage claims in an arbitration exceed \$10,000, not including the Merchant's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Merchant and Global Direct (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if the Merchant is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, Global Direct will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "American Express Guide").

- 17.2 Choice of Forum: A court, not the arbitrator, will decide any questions regarding the validity, scope and/or enforceability of Section 17.1. Any litigated action (as opposed to an arbitration) regarding, relating to or involving the validity, scope and/or enforceability of Section 17.1, or otherwise, shall be brought in either the courts of the State of Georgia sitting in Fulton County or the United States District Court for the Northern District of Georgia, and Merchant and guarantor (if applicable) expressly agree to the exclusive jurisdiction of such courts. Merchant and guarantor (if applicable) hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or guarantor might otherwise have to personal jurisdiction or venue in such courts.
- 17.3 Class Action Waiver: MERCHANT AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES. MERCHANT AND GUARANTOR (IF APPLICABLE) FURTHER AGREE TO WAIVE, AND HEREBY WAIVE, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS.

18. AMENDMENTS.

This Card Services Agreement may be amended only in writing signed by Global Direct, Member, and Merchant, except that (a) the Card Acceptance Guide and any and all fees, charges, and/or discounts (including without limitation surcharges) may be changed immediately, or (b) Global Direct may mail Merchant either (i) a notice describing amendments to this Card Services Agreement or new services to be provided or fees to be charged to Merchant or (ii) an entirely new agreement, which notice, amendments or new agreement will be binding upon Merchant if it deposits sales or credit slips after the effective date of such amendment or new agreement set forth in Global Direct's notice.

19. WAIVER.

No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or

privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

20. EXCHANGE OF INFORMATION.

Merchant authorizes Global Direct to order a credit report on Merchant or any owner, officer, shareholder, partner, proprietor, managing agent or guarantor of Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant, Merchant's owners, principals, partners, proprietors, officers, shareholders, managing agents and guarantors with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

21. GENERAL.

If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.

22. NOTICES.

All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc.- 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.

23. MERGER.

This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.

24. EFFECTIVE DATE.

This Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.

25. DESIGNATION OF DEPOSITORY.

The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("Depository") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services

Agreement. Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.

26. FINANCIAL ACCOMMODATION.

The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.

27. DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.

Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "Covered Terminals") in each of the following debit card networks ("Networks"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks. Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities. Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("Applicable Laws") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("Network Rules"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this Section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

In the event that Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this Section necessary to enforce the rights and obligations of the parties contained in this Section shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

28. MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.

Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "Rules"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "Merchant" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants

that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon ninety (90) days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "State" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

29. DECLINE MINIMIZER SERVICES

In the event that Merchant elects to use Global Direct's Decline Minimizer Service (as defined herein below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "Decline Minimizer Services"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant accordance with this Agreement.

30. DISCOVER PROGRAM MARKS.

Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

31. PAYPAL MARKS.

PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

32. AMERICAN EXPRESS CARD ACCEPTANCE.

Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "cardholder" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this Section 31 shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this Section 31, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this Section 31 means an American Express Program Merchant with either

(i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.

In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.

Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card

acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.

Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

33. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be bound by the Card Services Agreement and related documents, and (3) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

By pressing Submit, you agree (i) that the Card Services Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Card Services Agreement and related documents, (iii) that you have the ability to print or otherwise store the Card Services Agreement and related documents, and (iv) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

34. SURCHARGES/OTHER FEES.

Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear below, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dVantage (GA@) or Business View for transaction detail review.

The items listed in this Section 33 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:

Merchant will also be assessed (a) Cross-Border fees and a U.S. Acquirer Support fee for international MasterCard and Maestro transactions, (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions, and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. MasterCard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.

Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, MasterCard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct.

Merchant will also be assessed a Discover Network Authorization Fee.

Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.

Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a MasterCard CVC2 Transaction fee and the MasterCard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. MasterCard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's MasterCard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

SURCHARGES FOR PREDOMINANT MARKET SECTORS

Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at
- the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required
- [NSR] program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

Restaurant Electronic Merchant

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at
- the time of sale. Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

Supermarket Electronic Merchant

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at
- the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible
- for NSR program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Emerging Market Electronic Merchant

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your
- terminal/electronic system. Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "Direct Marketer" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

MOTO Electronic Merchant

If you are a MOTO Merchant (non-magnetic swipe read transactions), and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9 digit postal code.
- CID verification for Discover merchants on non-recurring transactions. Purchase date (settled date) is ship date.
- Send order number with each transaction.

- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

Public Sector Electronic Merchant

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Purchase Card Electronic Merchant

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address. Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction. Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

Lodging/Auto Rental Electronic Merchant

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount. Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

Paper Deposit Merchant

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

Debit Card Merchant

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

Card Present: / Mag Stripe Failure:

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta GA. 30326, or call: 1-800-367-2638. Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

Global Payments Direct Inc. is a registered ISO of BMO Harris Bank N.A. and Wells Fargo Bank, N.A.

Debit sponsorship is provided by Old Line Bank - 1525 Pointer Ridge Place, Bowie, MD. 20716, 1(800)617-7511.



**Town of Surfside
Town Commission Meeting**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

DISCUSSION ITEM MEMORANDUM

Agenda #: 9A
Date: May 2, 2019
From: Commissioner Tina Paul
Subject: EpiPen policy discussion

Objective – Discuss the possibility of providing EpiPens for life safety at Town facilities.

Consideration – At the March 18, 2019 Parks and Recreation Committee meeting, I was directed to add this discussion item to the next Town Commission meeting, as their Commissioner Liaison.

The topic of including EpiPens in the Town’s First Aid Kits was originally suggested at a Parks and Recreation Committee meeting in December 2016 (see attached). Our Legal department has been researching this complex issue, in search of an appropriate policy or procedure. At present, there are no examples of policy in other Municipalities in the State of Florida.

EpiPens are used for Anaphylaxis, which is a severe allergic reaction that can occur within minutes of exposure and can be fatal. It can be triggered by an allergy to a particular food (examples include peanuts or shellfish), biting or stinging insects (like bees), medication (penicillin as an example) latex (used in balloons) and other varieties of allergic triggers.

Currently, a resident can store EpiPens at the Community Center for their personal use in a potential emergency. Town facilities do not have generic EpiPens on site for any unexpected emergencies or use by tourists, visitors or undiagnosed residents. EpiPens are considered a prescription drug and as allergies increase, they are in very short supply and high demand.

Recommendation – The Town Commission should decide to either set an example as a Municipality and provide this emergency life saving service for residents and visitors by formulating a policy, or take no action and remain at risk for loss of life on Town properties.

Budget Impact – Unknown at this time, although it would require a formal policy adoption, staff training, and the purchase of the EpiPen prescription on an ongoing basis.



TOWN OF SURFSIDE

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009

PARKS AND RECREATION ADVISORY COMMITTEE MEETING

Revised 12/19/2016

Monday December 19, 2016

7:00 pm

Surfside Community Center
9301 Collins Avenue

1. Roll Call of Committee Members

The meeting was called to order by Retta Logan at 7:07pm

Also in attendance: Eliana Salzhauer, Shlomo Danzinger, Jeffrey Platt, Tim Milian Parks and Recreation Director, Jane Graham, Assistant Town Attorney, Tina Paul, Commission Liaison, Jordan Leonard, Bay Harbor Mayor, Ron Wasson, Bay Harbor Manager, Regina Choute-Dumornay, Community Services Director of Bay Harbor, Duncan Tavares TEDACS Director, Monica Campbell, Resident, Arlene Ayalin, Resident, Frantza Duval, Recording Clerk

2. Approval of Minutes from November 2, 2016 Meeting

Shlomo Danzinger made a motion to approve the November 2, 2016 minutes; Eliana Salzhauer seconded the motion. The motion passed unanimously. The minutes were approved.

3. Non Resident use of Community Center (Bay Harbor Mayor Jordan Leonard)

Mayor Jordan Leonard presented the idea of having students of Ruth K. Broad utilize the surfside community center has a "safe haven" for the students during after school hours. He suggested that this would be implemented on school days only on a one year trial basis, which will strengthen the relationship between the two cities.

Eliana Salzhauer mentioned the Town's guest policy for the community center. She doesn't feel that the community center is the best "safe haven" for students as the pool is dangerous place for kids. She stated that 96th street park serves as a safe place for the kids. She also stated that non-residents can sign up for the after-school program where they can take advantage of Town facilities.

Tina Paul, speaking as a resident, advised that she wouldn't like to see the community center guest entrance fees increased with the onset of this initiative. She stated that the current guest policy and fee is nominal which would allow for Surfside residents to bring

in guest. Ms. Paul also inquired as to the sufficiency of the Bay Harbor community center for the students.

Mayor Leonard advised that the Bay Harbor community center is very sufficient and the idea is set to establish a relationship between the communities.

Retta Logan advised that she is in agreement that a place for kids is needed, but she doesn't feel that allowing the kids to travel from the school to the Surfside community center is good idea.

Regina Choute-Dumornay, Community Services Director for Bay Harbor stated that the purpose of the meeting is to create joint supervised programming for the kids where they can utilize the community center.

Retta Logan suggested that if Bay Harbor has a suggested program they bring it forward to see what accommodations can be made between the two municipalities.

Jeffrey Platt is concerned that opening this type of opportunities to Bay Harbor will allow for other municipalities to want access to the community center.

Tim Milian advised that the two municipalities can work together to create a joint program. He has had talks in the past with Bay Harbor with regards to programming. He would like to move forward with creating joint programming such as basketball since Bay Harbor has a new facility. Assistant Town Attorney Jane Graham advised that the specifics of the program would be set based on the programming set in place and could possibly be done through an inter-local agreement.

Tim Milian advised Mayor Leonard that the delivery of the idea was off and arrangements for joint efforts could've been done through both Parks and Recreation administrative staff.

Eliana Salzhauer suggested the upcoming renovations on 96th street Park which will encourage joint community relationship. Eliana Salzhauer inquired to the Assistant Town Attorney as to how can stop other municipalities from wanting the same things. Jane Graham advised that it would come down to specifics facts and an inter-local agreement would be drawn. Mayor Jordan Leonard wants to do anything that will positively impact the kid. Jeff Platt would like to see this idea work and wants an open discussion between both Park Administrations.

Jeffrey Platt made a motion for both municipalities administrative staff to speak together to create a joint programming discussions; Eliana Salzhauer seconded the motion. The motioned passed unanimously.

4. Hawthorne Tot Lot Renovation Update

Tim Milian advised that the final phase started today, which includes demolition and installation of the fence. The mulch is scheduled for December 27, 2016 and opening of the tot lot is on December 28, 2016. Tim Milian would like to do a dedication, but with the holidays it may present a problem. It may be after the New Year. Tim Milian is looking to do the dedication after the first week of January. Tim Milian will keep everyone one informed. The tot lot is running on budget.

Tim Milian advised there is an open space in the tot lot and may be thinking of putting a small climbing apparatus in the space. Tim will bring benches from the community center to the tot lot.

5. January Meeting date

Tim advised that due to the Martin Luther King holiday the meeting date needs to be changed.

Tim Milian advised that he knows that due to unforeseen circumstance Mitchell Gottlieb wasn't able to attend the meeting. Assistant Town Attorney Jane Graham presented the rules of procedures in the event a community is able to attend three consecutive scheduled meetings in a calendar year the committee member may be removed from the committee and the town commission will be notified of the vacancy.

Tim Milian will speak to him to see if he's interested in serving as a member of the committee.

6. Community Input

Eliana Salzhauer inquired if the community center can purchase generic epi-pen to have on site for those with allergic reactions. She would like the center to have it as a part of their first aid kit with training made available for usage.

7. Meeting Adjournment

Jeffrey Platt made a motion to adjourn the meeting, Eliana Salzhauer seconded the motion. The motion passed unanimously. The meeting ended at 8:30pm.

Accepted this 22 day of February, 2017

Retta Logan
Member (Print)

[Handwritten Signature]
Signature

Attest:
[Handwritten Signature]
Frantza Duval
Recording Clerk

What is Anaphylaxis?

Anaphylaxis (pronounced “an-a-fi-lax-is”) is a potentially severe or life-threatening allergic reaction that can occur very quickly—as fast as within a couple of minutes of exposure to the allergen.

It can be triggered by an allergy to a particular food (peanuts or shellfish, for example) , biting or stinging insects (like bees) , medication (penicillin is a common one) , latex (the type of rubber many balloons are made from) or a variety of other allergic triggers. Read more about this topic here: [What Causes Anaphylaxis?](#)

More Important Safety Information

Use EpiPen[®] (epinephrine injection, USP) 0.3 mg or EpiPen Jr[®] (epinephrine injection, USP) 0.15 mg Auto-Injectors right away when you have an allergic emergency (anaphylaxis). **Get emergency medical help right away.** You may need further medical attention. Only a healthcare professional should give additional doses of epinephrine if you need more than two injections for a single anaphylactic episode. EpiPen[®] or EpiPen Jr[®] should **only** be injected into the middle of your outer thigh (upper leg), through clothing if necessary. Do not inject into your veins, buttocks, fingers, toes, hands or feet. Hold the leg of young children firmly in place before and during injection to prevent injuries. In case of accidental injection, please seek immediate medical treatment.

Rarely, patients who have used EpiPen[®] or EpiPen Jr[®] may develop an infection at the injection site within a few days. Some of these infections can be serious. Call your healthcare professional right away if you have any of the following at an injection site: redness that does not go away, swelling, tenderness, or the area feels warm to the touch.

Tell your healthcare professional about all of your medical conditions, especially if you have asthma, a history of depression, thyroid problems, Parkinson's disease, diabetes, high blood pressure or heart problems, have any other medical conditions, are pregnant or plan to become pregnant, or are breastfeeding or plan to breastfeed. Be sure to also tell your healthcare professional all the medicines you take, especially medicines for asthma. **If you have certain medical conditions, or take certain medicines, your condition may get worse or you may have longer lasting side effects when you use EpiPen[®] or EpiPen Jr[®].**

Common side effects include fast, irregular or "pounding" heartbeat, sweating, nausea or vomiting, breathing problems, paleness, dizziness, weakness, shakiness, headache, feelings of over excitement, nervousness or anxiety. These side effects usually go away quickly if you lie down and rest. **Tell your healthcare professional if you have any side effect that bothers you or that does not go away.**

Indications

EpiPen[®] and EpiPen Jr[®] Auto-Injectors are for the emergency treatment of life-threatening allergic reactions (anaphylaxis) caused by allergens, exercise, or unknown triggers; and for people who are at increased risk for these reactions. EpiPen[®] and EpiPen Jr[®] are intended for immediate administration as emergency supportive therapy only. Seek immediate emergency medical help right away.

Please see the full [Prescribing Information](#) and [Patient Information](#).

For additional information please contact us at [800-395-3376](tel:800-395-3376).

You are encouraged to report negative side effects of prescription drugs to the

Advice for EpiPen Shortage: Don't Throw Away Expired Device

FDA extends the expiration date of certain epinephrine auto-injectors by four months



Hoping to ease the shortage of epinephrine auto-injectors, the [Food and Drug Administration announced](#) that it is extending the expiration date for specific lots of the allergy drug by four months.

Epinephrine auto-injectors, such as EpiPen and EpiPen Jr (the version for children) can halt life-threatening [allergic reactions](#) to substances such as nuts, eggs, and bees. Yet [due to manufacturing issues, the medication has been difficult to find](#) and purchase over the past several months.

This has left many people unequipped to deal with a severe allergic episode.

Parents of children with allergies have been scrambling to find epinephrine pens to send to school with their kids before classes start.

More on EpiPens

Holly Hatch, who lives in California's Monterey Bay area, has been unable to purchase a new EpiPen Jr for her almost 3-year-old daughter due to a lack of supply at her local pharmacies.

"She'll be going to school where people will be bringing food, and she needs her EpiPen," said Hatch of her daughter, who is severely allergic to eggs and tree nuts. "These are life-and-death situations for children and families."

When CR alerted Hatch to the FDA's announcement, she was encouraged and eagerly went to check her daughter's expired EpiPen to see whether she could still use it.

The FDA hopes that by extending the expiration date of Mylan's branded EpiPen products and their "authorized generic" version, more people will have access to epinephrine auto-injectors that they might otherwise have discarded.

"We are doing everything we can to help mitigate shortages of these products, especially ahead of the back-to-school season," said Janet Woodcock, M.D., director of the FDA's Center for Drug Evaluation and Research, in a statement. "We're hopeful this action will ensure patients have access to this important medication and provide additional peace-of-mind to parents as the agency works with the manufacturer to increase supply."

Earlier this week the FDA also approved a new generic competitor to the EpiPen—made by [Teva Pharmaceuticals](#). The agency hopes that will eventually prevent allergy medication shortages and bring down the cost of all epinephrine auto-injectors, which currently retail for anywhere from [\\$109](#)

to [\\$500](#) per two-pen package—without insurance or discounts.

In addition to EpiPen and its own generic, there are other epinephrine auto-injectors currently on the market: [Adrenaclick](#) and [Auvi-Q](#). Though these options are effective, they're designed differently than the EpiPen and can't be substituted for the EpiPen by a pharmacist without a doctor's approval. (Your doctor will probably need to write a prescription for an epinephrine auto-injector [that doesn't specify a brand name](#).)

What to Do If You Have an Expired EpiPen

Check your old EpiPen. Then [go to the FDA's website for a listing](#) of the specific epinephrine auto-injector batches that have extended expiration dates. If your device's number is one of those listed, you will be able to use that injector through the new corresponding dates. And keep checking the website because the FDA will expand the list as new data becomes available.

Store your auto-injector properly. Epinephrine medication that is kept at room temperature will have the longest shelf life. Though you or your child may need to carry an injector around with you when you're on the go, when storing the device at home, keep it in a dry, dark place. When storing the device at school, ask the nurse to keep it. Many schools have special storage areas for medications to ensure their efficacy.

Don't use discolored medication. CR experts have long recommended that if all you have is an outdated epinephrine auto-injector, it's better to use that device in an emergency than to use nothing at all. In fact, a [study published in the Annals of Internal Medicine](#) looked at 31 EpiPens and nine EpiPen Jrs that were up to two years past their expiration date and found that 19 of the EpiPens (65 percent) and five of the EpiPen Jrs (56 percent) retained at least 90 percent of the initial dose listed on the labeling. Of course, experts don't recommend that you hold on to your EpiPen for that

long. Also, it's important to note that if the epinephrine liquid is cloudy, pink, or brown (rather than colorless), or if it contains solid particles, that indicates that the medicine has decayed and is unsafe to use.

Call around. If you don't have an EpiPen or the one you currently have is not included in the FDA's expanded list, call a variety of pharmacies in your area to see whether they have access to more auto-injectors now that the FDA has extended its date requirements.

Ask Mylan for help. If you need help finding a store in your area that may have more inventory, call Mylan customer relations at 800-796-9526, then press 2. Customer service is open between 8 a.m. and 5 p.m. EST. Or email customer.service@mylan.com.

Look into alternatives. Ask whether generic Adrenaclick is in stock—and whether it's covered by your insurance. And if your insurer does not cover an alternative, it's worth asking whether it will make an exception because of the shortage—or whether there is a coupon that will help lower the cost.

Search for discounts. Look for coupons on websites such as [Good Rx](#) or [Blink Health](#), which offer discounts on many drugs. Or look into manufacturer coupons. Kaleo, the maker of [Auvi-Q](#), [has an assistance program](#) that enables people with commercial insurance or those without insurance and a household income of less than \$100,000 to obtain Auvi-Q for \$0 out of pocket. Note that it can take several days to get the medication because your doctor will need to submit an application on your behalf and the company will need to review it to see whether you qualify.

EpiPen Scandal: 'One Death Is Too Many'

[Robert F. Kennedy, Jr.](#) Aug. 24, 2016 02:31PM EST

Two days ago, I put my son Conor on an airplane to Europe. Conor has anaphylactic [peanut allergies](#) so, before he left, we purchased a new EpiPen for the trip. We both got sticker shock.

Ten years ago, I was paying a \$12 co-pay for each EpiPen I purchased. In 2007, the wholesale price for an EpiPen in the U.S. was around \$57 and our insurance company paid everything but the co-pay. This week, I learned that the wholesale price was now \$600 for a two pack, which is the smallest quantity available for purchase. We paid the \$600. EpiPens have saved Conor's life more than once.

A Senate committee has asked the pharmaceutical company Mylan to appear before Congress to explain the company's [400 percent price hike](#) for this life-saving device. The company's CEO, Heather Bresch, the [daughter of West Virginia Sen. Joe Manchin](#), will be on the hot seat. She is a greedy, malicious scoundrel and it's my hope that the senators who question her will not give her kid glove comity just because she is kin to a colleague.

Mylan raised its prices because it could get away with the scam. Its only U.S. competitor, Sanofi, [abandoned](#) the American market in 2015. In Canada, EpiPen's still cost around US\$100. In Europe there are four manufacturers and the prices are still lower.

Children in anaphylactic shock often need two doses of epinephrine. Following the U.S. Food and Drug Administration's recommendations, my doctor suggested that we always keep two EpiPen's at home, two at school

and two in our automobile. Each EpiPen expires after one year, so Mylan's price hike represents an \$1,800 annual recurring cost for the families of the [15 million Americans with allergies](#).

According to the U.S. Centers for Disease Control, food allergies are responsible for more than [300,000 ambulatory-care visits](#) a year in children under 18. About 200 children die. Bresch's greed is likely to cost the lives of many more.

"I regularly write notes to the families of children who have died from anaphylaxis after inadvertently eating peanuts," said Dr. James R. Baker, CEO of [FARE](#): Food Allergy Research & Education. "One death is too many."

Public Access to Epinephrine

Multiple states have passed legislation that permits, but does not require, various public venues, referred to as entities, to stock undesignated epinephrine for use in case of an emergency.

The definition of entities varies from state to state, but for illustrative purposes, may include day camps, youth recreation programs, theme parks, daycare centers, restaurants, sports arenas, and college campuses.

A small number of states have passed laws specific to colleges and universities that allow, but do not require, post-secondary education institutions to stock undesignated epinephrine. For more information about epinephrine on college campuses, please [click here](#).

These laws may provide exemption from civil liability and outline specific requirements for training personnel, as well as how to obtain, maintain, store and administer the epinephrine.

The table below includes links to current statute that allows entities to stock undesignated stock epinephrine:

State	Law	State Agency Responsible for Implementation
Alabama	Act 2016-193	Alabama Department of Public Health
Arizona	Chapter 85 (2016)	Arizona Department of Health Services
Arkansas	Act 1108	Arkansas Department of Health
California	Chapter 374, Statutes of 2016	Emergency Medical Services Authority
	Article 47 of Title 25,	Colorado Department of Public Health and

Colorado	C.R.S.	Environment
Florida	Chapter 14-141	Florida Department of Health- Emergency Allergy Treatment
Georgia	Act 56	Georgia Department of Public Health
Idaho	Session Law Chapter 264 (2016)	Idaho Department of Health and Welfare
Illinois	Public Act 99-0711, the Epinephrine Auto-Injector Act (2016)	Illinois Department of Public Health
Indiana	House Enrolled Act 1454	Indiana State Department of Health
Iowa	Section 135.185	Iowa Department of Public Health Indiana State Department of Health
Kentucky	Emergency Allergy Treatment Act	Kentucky Department for Public Health
Maine	Chapter 423	Maine Department of Health and Human Services
Michigan	Public Act 221 of 2015	Michigan Department of Health & Human Services
Minnesota	Minnesota 2015 Session Laws, Chapter 71, Article 8, Section 34	Minnesota Department of Health
Missouri	SB 501	Missouri Department of Health and Senior Services
Nevada	Chapter 127	Department of Health and Human Services: Nevada Division of Public and Behavioral Health- Emergency Medical Systems
New Hampshire	Chapter 39 (2016)	New Hampshire Department of Health and

		<u>Human Services</u>
New Jersey	<u>Epinephrine Access and Emergency Treatment Act</u>	<u>State of New Jersey Department of Health</u>
New York	<u>Chapter 373</u>	<u>New York State Department of Health</u>
North Carolina	<u>Session Law 2015-247</u>	<u>North Carolina Department of Health and Human Services</u>
Ohio	<u>Epinephrine Autoinjectors-Stored for Emergency Use (2016)</u>	<u>Ohio Department of Health</u>
Oklahoma	<u>Section 6002 of Title 59</u>	<u>Oklahoma State Board of Pharmacy</u>
Oregon	<u>Chapter 486</u>	<u>Oregon Health Authority- Public Health Division</u>
Rhode Island	<u>RIGL Chapter 23-6.4</u>	<u>State of Rhode Island Department of Public Health</u>
South Carolina	<u>Emergency Anaphylaxis Treatment Act (2016)</u>	<u>South Carolina Department of Health and Environmental Control</u>
Tennessee	<u>Tennessee Code Annotated, Title 68, Chapter 140, Sections 501-502</u>	<u>Tennessee Department of Health</u>
Utah	<u>Chapter 41</u>	<u>Utah Department of Health Bureau of Emergency Medical Services and Preparedness</u>
Washington	<u>Chapter 10, Laws of 2016</u>	<u>Washington State Department of Health</u>
West Virginia	<u>Chapter 16 Article 50</u>	<u>West Virginia Department of Health and Human Resources</u>
Wisconsin	<u>2015 Wisconsin Act 35</u>	<u>Wisconsin Department of Health Services</u>

CHAPTER 2014-141

Committee Substitute for
Committee Substitute for House Bill No. 1131

An act relating to emergency allergy treatment; amending s. 381.88, F.S.; defining terms; expanding provisions to apply to all emergency allergy reactions, rather than to insect bites only; creating s. 381.885, F.S.; authorizing certain health care practitioners to prescribe epinephrine auto-injectors to an authorized entity; authorizing such entities to maintain a supply of epinephrine auto-injectors; authorizing certified individuals to use epinephrine auto-injectors; authorizing uncertified individuals to use epinephrine auto-injectors under certain circumstances; providing immunity from liability; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 381.88, Florida Statutes, is amended to read:

381.88 ~~Insect-sting~~ Emergency allergy treatment.—

(1) This section ~~and s. 381.885~~ may be cited as the “~~Insect-Sting~~ Emergency Allergy Treatment Act.”

(2) As used in this section and s. 381.885, the term:

(a) “Administer” means to directly apply an epinephrine auto-injector to the body of an individual.

(b) “Authorized entity” means an entity or organization at or in connection with which allergens capable of causing a severe allergic reaction may be present. The term includes, but is not limited to, restaurants, recreation camps, youth sports leagues, theme parks and resorts, and sports arenas. However, a school as described in s. 1002.20(3)(i) is an authorized entity for the purposes of subsection (5) only.

(c) “Authorized health care practitioner” means a licensed practitioner authorized by the laws of the state to prescribe drugs.

(d) “Department” means the Department of Health.

(e) “Epinephrine auto-injector” means a single-use device used for the automatic injection of a premeasured dose of epinephrine into the human body.

(f) “Self-administration” means an individual’s discretionary administration of an epinephrine auto-injector on herself or himself.

(3)(2) The purpose of this section is to provide for the certification of persons who administer lifesaving treatment to persons who have severe

~~allergic~~ adverse reactions to ~~insect stings~~ when a physician is not immediately available.

~~(4)(3)~~ The department of Health may:

- (a) Adopt rules necessary to administer this section.
- (b) Conduct educational training programs as described in subsection ~~(5)(4)~~, and approve programs conducted by other persons or governmental agencies.
- (c) Issue and renew certificates of training to persons who have complied with this section and the rules adopted by the department.
- (d) Collect fees necessary to administer this section.

~~(5)(4)~~ Educational training programs required by this section must be conducted by a nationally recognized organization experienced in training laypersons in emergency health treatment or an entity or individual approved by the department ~~physician licensed to practice medicine in this state~~. The curriculum must include at a minimum:

- (a) Recognition of the symptoms of systemic reactions to food, insect stings, and other allergens; and
- (b) The proper administration of an ~~a subcutaneous injection~~ of epinephrine auto-injector.

~~(6)(5)~~ A certificate of training may be given to a person who:

- (a) Is 18 years of age or older;
- (b) Has, or reasonably expects to have, responsibility for or contact with at least one other person who has severe adverse reactions to insect stings as a result of his or her occupational or volunteer status, including, but not limited to, a camp counselor, scout leader, school teacher, forest ranger, tour guide, or chaperone; and
- (c) Has successfully completed an educational training program as described in subsection ~~(5)(4)~~.

~~(7)(6)~~ A person who successfully completes an educational training program may obtain a certificate upon payment of an application fee of \$25.

~~(8)(7)~~ A certificate issued pursuant to this section authorizes the holder thereof to receive, upon presentment of the certificate, ~~from any physician licensed in this state or from the department~~, a prescription for premeasured doses of epinephrine auto-injectors from an authorized health care practitioner or the department and the necessary paraphernalia for administration. The certificate also authorizes the holder thereof to ~~possess and administer~~, in an emergency situation when a physician is not immediately available, to possess and administer a the prescribed epinephrine auto-

~~injector to a person experiencing suffering a severe allergic adverse reaction to an insect sting.~~

Section 2. Section 381.885, Florida Statutes, is created to read:

381.885 Epinephrine auto-injectors; emergency administration.—

(1) PRESCRIBING TO AN AUTHORIZED ENTITY.—An authorized health care practitioner may prescribe epinephrine auto-injectors in the name of an authorized entity for use in accordance with this section, and pharmacists may dispense epinephrine auto-injectors pursuant to a prescription issued in the name of an authorized entity.

(2) MAINTENANCE OF SUPPLY.—An authorized entity may acquire and stock a supply of epinephrine auto-injectors pursuant to a prescription issued in accordance with this section. Such epinephrine auto-injectors must be stored in accordance with the epinephrine auto-injector's instructions for use and with any additional requirements that may be established by the department. An authorized entity shall designate employees or agents who hold a certificate issued pursuant to s. 381.88 to be responsible for the storage, maintenance, and general oversight of epinephrine auto-injectors acquired by the authorized entity.

(3) USE OF EPINEPHRINE AUTO-INJECTORS.—An individual who holds a certificate issued pursuant to s. 381.88 may, on the premises of or in connection with the authorized entity, use epinephrine auto-injectors prescribed pursuant to subsection (1) to:

(a) Provide an epinephrine auto-injector to a person who the certified individual in good faith believes is experiencing a severe allergic reaction for that person's immediate self-administration, regardless of whether the person has a prescription for an epinephrine auto-injector or has previously been diagnosed with an allergy.

(b) Administer an epinephrine auto-injector to a person who the certified individual in good faith believes is experiencing a severe allergic reaction, regardless of whether the person has a prescription for an epinephrine auto-injector or has previously been diagnosed with an allergy.

(4) EXPANDED AVAILABILITY.—An authorized entity that acquires a stock supply of epinephrine auto-injectors pursuant to a prescription issued by an authorized health care practitioner in accordance with this section may make the auto-injectors available to individuals other than certified individuals identified in subsection (3) who may administer the auto-injector to a person believed in good faith to be experiencing a severe allergic reaction if the epinephrine auto-injectors are stored in a locked, secure container and are made available only upon remote authorization by an authorized health care practitioner after consultation with the authorized health care practitioner by audio, televideo, or other similar means of electronic communication. Consultation with an authorized health care practitioner for this

purpose is not considered the practice of telemedicine or otherwise construed as violating any law or rule regulating the authorized health care practitioner's professional practice.

(5) IMMUNITY FROM LIABILITY.—Any person, as defined under s. 1.01, including an authorized health care practitioner, a dispensing health care practitioner or pharmacist, an individual trainer under s. 381.88(5), and a person certified pursuant to s. 381.88(7), who possesses, administers, or stores an epinephrine auto-injector in compliance with this act, and an uncertified person who administers an epinephrine auto-injector as authorized under subsection (4) in compliance with this act, is afforded the civil liability immunity protections provided under s. 768.13.

Section 3. This act shall take effect July 1, 2014.

Approved by the Governor June 13, 2014.

Filed in Office Secretary of State June 13, 2014.



MEMORANDUM

ITEM NO. 9C

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: May 14, 2019
Subject: Downtown Vision Advisory Committee Parking Recommendation

At the March 12, 2019 Town Commission Meeting, there was a discussion item to approve a modification of parking meter rates to a variable rate-based system. The goal was to have an increase in parking rates based on time of day and location.

There the Town Commission approved a 2-hour limit to Harding Avenue parking spaces, enforceable between 10am to 4pm. Further direction was given to have the Downtown Vision Advisory Committee (DVAC) review the parking challenge and propose solutions for downtown off-street parking.

At the April 11, 2019 DVAC meeting Parking Operations Manager Elinor Joseph presented the topic. After some conversation, a motion was made to recommend:

- *non-renewable time limitation of 4-hours, Monday through Friday from 9am to 5pm at the current, new hourly rate of \$4.00 an hour for all off-street parking lots.*
- *Hours outside those hours (Monday through Friday 5pm to 9am, and all-day Saturday and Sunday), parking would be renewable at the current, new hourly rate of \$4.00 an hour.*

All Committee Members voted in favor of this motion.

Additionally, there was discussion about downtown loading zones which came up after public comments made by Steven Thomas and Larry Labok from Flanigan's and Big Daddy's Liquors respectively.

After discussing the current loading zone locations, and challenges faced by downtown businesses on Harding Avenue, a motion was made to recommend creating more loading

space on 95th street by relocating the current designated rideshare pick up and drop off point to another location in Town. This motion was also voted in favor by all members.

Therefore, DVAC recommends that the Town Commission direct the Administration to implement the recommendations related to off-street parking and downtown loading zones.

Reviewed by

SH/ES


Prepared by

LF/DET



MEMORANDUM

ITEM NO. 9D

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager 
Date: **May 14, 2019**
Subject: Charter Amendment Ballot Question Information and Deadlines

Background

Vice Mayor Gielchinsky (at the request of the Planning and Zoning Board) brought this item to the Town Commission during the April 9, 2019 Regular Commission meeting. He spoke about the Planning and Zoning Board's interest in the possibility of adding a ballot question to the March 17, 2020 Surfside Election. The Town Commission directed the Town Clerk to contact Miami-Dade County Elections Department regarding this issue.

Analysis

The Clerk received confirmation from the Elections Department that the Town may add a question to the ballot.

The deadline to submit a resolution with the ballot language to the Miami-Dade County Elections Department is **November 29, 2019**. This deadline means that the Town Commission would need to adopt a resolution with the ballot language at their **October 8, 2019** or no later than the **November 12, 2019** Commission meeting.

Budget Impact

The cost of running a special election through Miami-Dade County.

Commission direction:

Administration is seeking direction from the Town Commission on their desire to call a special election to place a Charter amendment ballot question on the March 17, 2020 election.

Reviewed by DT/LA

Prepared by SN



**Town of Surfside
Town Commission Meeting
May 14, 2019
7:00pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Agenda #: 9E
Date: May 14, 2019
From: Daniel Dietch, Mayor
Subject: Code Compliance Resources

Objective: To seek support from the Town Commission for the Town Manager to hire additional qualified staff to meet code compliance needs outside of the traditional workday.

Consideration: Since 2010, multiple Town Commissions have provided policy direction to professionalize the Town's code compliance function. This transformation, from a "weaponized" approach to a "compliance" approach, has been evolutionary in terms of priorities, staffing and results. This transformation has embraced the use of a citizen committee, workshops and special meetings to realign the priorities to the needs and desires of the community. Initially, due to a backlog resulting from a "laissez-faire" code compliance approach, the primary focus was on "life safety" matters. More recently, attempts to effectively achieve uniform compliance with such activities as beach furniture, sidewalk dining, property maintenance, etc., have been hampered by staffing levels and availability.

This need not be a debate about political philosophy. It is a simple matter of providing the needed resources to our Administration based on the laws and regulations we have enacted and specifically to hire additional qualified staff that can work outside of the traditional workday.

This matter was presented to the Town Commission in March as a discussion item and was similarly presented to the Town Commission in April (see attached). Please note that the Town Manager has the authority to hire staff as needed, and the matter was brought before the Commission as a courtesy and in an attempt to incorporate feedback from the public and the Commission. Sadly, the need was not addressed; hence, it is being brought back before the Commission for further discussion. Specifically, I am suggesting we support hiring one part time code compliance officer to address after hours work downtown and along the beach and on full-time code compliance clerk to enable other code compliance officers to focus on field work rather than the administrative functions.

Recommendation: For the Town Commission to affirm support for the Town Manager to hire additional qualified staff to meet code compliance needs outside of the traditional workday.

attachment



MEMORANDUM

ITEM NO. 9B

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Guillermo Olmedillo, Town Manager

Date: April 9, 2019

Subject: Code Compliance Resources and Process

Code Compliance performance was discussed at the Code Compliance Priorities Workshop of 11/13/2018. The policy direction of the Town Commission at that workshop, was to continue with the same level of enforcement.

Since, we have recently received numerous complaints from the residents that insist on immediate response by Code Compliance Officers.

At the Town Commission meeting of 03/12/2019, the Mayor brought forward a discussion item on Code Compliance resources (agenda item 9G).

We are bringing this issue back to the Town Commission for policy direction because in order to increase responsiveness to complaints, the Code Compliance Department will require staffing increase and Code amendments.

Staffing Needs:

The attached table describes the geographic area to be covered, the issue to be addressed, the number of days and hours necessary to have full coverage, days of the week, the number of officers needed and the related cost.

In order to achieve the level of coverage expected by the residents who are bringing the complaints to us, the analysis contained in the attached table indicates the addition of required staff, and the related cost.

Code Process Issues:

The existing Code Compliance philosophy is predicated on the fact that the Town seeks compliance and not punishment.

The code compliance process is based on Florida Statute Chapter 162, which requires that reasonable time is provided to achieve compliance. Once a Notice of Violation is issued, there is a reasonable time allowed for the violator to achieve compliance by providing a remedy to the code violation, and fines may be assessed. Should the violator seek relief by presenting an appeal to the Special Master, who acts as a judge, additional time is again allowed.

This policy and statutory requirement frustrate those who seek immediate compliance.

Should the Town Commission reconsider the existing policy and process, then we need the policy direction to return at one or more future meetings with funding requests and Code amendments addressing fines and compliance periods.

Reviewed by

Prepared by

AREA	ISSUE	DAYS PER WEEK	HOURS PER DAY	COVERAGE	STAFF
BEACH	Chairs	7	10	8AM TO 6PM	2 FT & 1 PT (FT-A, FT-B & PT-C)
	Litter				2 FT & 1 PT (FT-A, FT-B & PT-C)
	Dogs				2 FT & 1 PT (FT-A, FT-B & PT-C)
	Turtle lighting				2 PT (PT-D & PT-E)
DOWNTOWN	Side Walk Cafes/Litter	7	12	11AM TO 11PM	2 FT & 2 PT (FT-A, FT-B, PT-D & PT-E)
	Maintenance/Alleys		8	9AM TO 5PM	2 FT (FT-A & FT-B)
CONDOMINIUM	Leaf blowers	7	10	8AM TO 6PM	2 FT & 1 PT (FT-A, FT-B & PT-C)
	Work Without Permits				2 FT & 1 PT (FT-A, FT-B & PT-C)
	Short Term Rentals				2 FT & 1 PT (FT-A, FT-B & PT-C)
	Leaf Blowers				2 FT & 1 PT (FT-A, FT-B & PT-C)
SINGLE FAMILY	Work Without Permits	7	10	8AM TO 6PM	2 FT & 1 PT (FT-A, FT-B & PT-C)
	Short Term Rentals				2 FT & 1 PT (FT-A, FT-B & PT-C)
	Property Maintenance				2 FT & 1 PT (FT-A, FT-B & PT-C)
	Zoning/Artificial grass				2 FT & 1 PT (FT-A, FT-B & PT-C)
OFFICE/CLERICAL	Paperwork	5	8	9AM TO 5PM	1 FT (FT-F)

STAFF	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	TOTAL	SALARY COST ONLY
FT-A	OFF	10	10	10	10	OFF	OFF	40	BUDGETED
FT-B	10	10	OFF	OFF	OFF	10	10	40	BUDGETED
PT-C	OFF	OFF	10	10	10	OFF	OFF	30	41,990
PT-D	5	5	5	OFF	OFF	OFF	OFF	15	21,000
PT-E	OFF	OFF	OFF	5	5	5	5	20	27,990
FT-F	OFF	8	8	8	8	8	OFF	40	41,430
									132,410



**Town of Surfside
Town Commission Meeting
May 14, 2019
7:00pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Agenda #: 9F
Date: May 14, 2019
From: Daniel Dietch, Mayor
Subject: Single-Use Plastics Prohibition

Objective: To seek direction from the Town Commission whether it desires to direct the Town Attorney to proceed with preparing an ordinance prohibiting the distribution, sale or use of Single-Use Plastics (not preempted to the State of Florida for regulation by existing or proposed legislation in the 2019 Legislative Session) that would be brought back to the Town Commission for approval.

Consideration: Surfside has demonstrated its leadership on a range of environmental matters that have helped strengthen our community and provided leadership to other municipalities. However, there is much more we can do to continue to advance important initiatives for the benefit of our community and environment today and for future generations.

In 2013, the Surfside Commission unanimously passed Resolution No. 13-2214 supporting legislation restricting the use of plastic shopping bags (Attachment 1). On December 13, 2017, the Surfside Commission unanimously directed the Town Manager to “move forward with the Plastic Bag and Plastic Straw Ban.” The Plastic Straw ban was subsequently implemented by Ordinance No. 2018-1676 adopted March 13, 2018 and revised in Ordinance No. 18-1690 adopted on December 11, 2018. On February 13, 2018, the Town Attorney presented an update on Plastic Bag Legislation as a Discussion Item (Attachment 2). The Surfside Commission direction at that time was only to “draft a letter in support of the item and send it to sponsors in the legislature.” More recently, on April 16, 2019, the Village of Bal Harbour adopted an ordinance prohibiting the use, distribution or sale of single-use plastics by commercial establishments and at Village-sponsored events or approved activities (Attachment 3). The tide is turning and the time is now for Surfside to join California, Hawaii and New York and more than a dozen cities that lead by example.

Recommendation: Direct the Town Attorney to proceed with preparing an ordinance prohibiting the distribution, sale or use of Single-Use Plastics (not preempted to the State of Florida for regulation by existing or proposed legislation in the 2019 Legislative Session) that would be brought back to the Town Commission for consideration and approval.

attachments

RESOLUTION NO. 13 – 2214

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA IN SUPPORT OF LEGISLATION RESTRICTING THE USE OF PLASTIC SHOPPING BAGS, OR IN THE ALTERNATIVE TO REPEAL THE BAN ON LOCAL AND STATE REGULATION OF THE USE OF PLASTIC SHOPPING BAGS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the Town of Surfside (“Town”) is increasingly concerned about the adverse environmental consequences of the use of plastic shopping bags by business establishments; and

WHEREAS, plastic shopping bags are typically made from polyethylene, a thermoplastic made from oil, and reducing our dependence on plastic bags will reduce our dependence on domestic and foreign oil; and

WHEREAS, National Geographic estimated that between 500 billion and 1 trillion plastic bags are consumed worldwide each year (as of 2003); and

WHEREAS, the United States alone uses 100 billion plastic shopping bags annually at an estimated cost to retailers of \$4 billion (Wall Street Journal); and

WHEREAS, less than 1 percent of plastic bags are recycled because it costs more to recycle a bag than to make a new one (Christian Science Monitor); and

WHEREAS, plastic bags account for over 10 percent of the debris washed up on the U.S. coastline (National Marine Debris Monitoring Program); and

WHEREAS, the Florida Legislature enacted Fla. Stat. 403.7033 which prevents local governments from enacting “any rule, regulation, or ordinance regarding use, disposition, sale, prohibition, restriction, or tax of such auxiliary containers, wrappings, or disposable bags” pending completion of an analysis by the Florida Department of Environmental Protection; and

WHEREAS, the Florida Department of Environmental Protection submitted the “Retail Bags Report to the Legislature” in 2010; and

WHEREAS, the Florida Legislature has not taken any action to further address the issue and such inaction perpetuates the use of plastic bags and exacerbates their adverse effect upon the environment; and

WHEREAS, the Town Commission believes it is in the best interest of the Town to urge the Florida Legislature to act decisively to responsibly manage the use of plastic shopping bags by business establishments.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

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

Section 2. Support by the Town of Surfside Town Commission to the Florida Legislature. The Town Commission hereby urges the Florida Legislature to either repeal Fla. Stat. 403.7033 to allow local governments to regulate the use of plastic shopping bags by business establishments or in the alternative take action to responsibly manage the use of plastic bags.

Section 3. Authorization and Approval. The Town Commission authorizes and approves the Town Manager and/or his designee to take all actions necessary to implement this Resolution.

Section 4. Direction to the Town Clerk. The Town Clerk is hereby directed to transmit a copy of this Resolution to the Miami-Dade County Legislative Delegation, the Officers of the Florida Legislature and the Governor of the State of Florida.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 10th day of December 2013.

Motion by Commissioner Graubart, second by Commissioner Kligman.

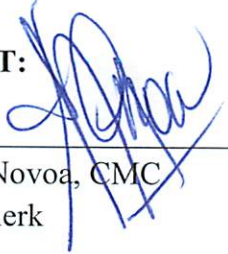
FINAL VOTE ON ADOPTION

Commissioner Joseph Graubart
Commissioner Michelle Kligman
Commissioner Marta Olchyk
Vice Mayor Michael Karukin
Mayor Daniel Dietch


yes
yes
yes
Absent
yes


Daniel Dietch, Mayor

ATTEST:


Sandra Novoa, CMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Linda Miller, Town Attorney



**Town of Surfside
Town Commission Meeting
February 13, 2018
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Agenda #: 9I
Date: February 13, 2018
From: Lily Arango, Esq. of Weiss Serota Helfman Cole & Bierman, P.L., Town Attorneys
Subject: Plastic Bag Legislation

Objective: The purpose of this Communication is to advise the Town Commission of the status of state law, proposed legislation, and legal challenges related to the regulation of plastic bags and to present options for the Commission's consideration with respect to the implementation of a ban on plastic bags.

Consideration:

During the December 13, 2017 Town Commission Meeting, the Town Commission directed the Town Attorney's Office to analyze legislation regarding a ban on plastic bags. This Communication addresses 1) existing state law, 2) proposed legislation, and 3) legal challenges as they relate to plastic bags.

Existing State Law

In 2008, the Florida Legislature passed HB 7135 which was signed into law by the Governor and is codified in Section 403.7033, Florida Statutes. Section 403.7033, Florida Statutes, "Departmental analysis of particular recyclable materials," directed the Department of Environmental Protection ("DEP") to submit a report by February 1, 2010 to the Legislature with conclusions and recommendations based upon an analysis of the "need for new or different regulation of auxiliary containers, wrappings, or disposable plastic bags used by consumers to carry products from retail establishments." The law further provides that until the Legislature adopts DEP's recommendations, no local government may enact an ordinance regarding the use, disposition, sale, prohibition, restriction, or tax of auxiliary containers, wrappings, or disposable plastic bags. Although DEP submitted its report in 2010, the Legislature has not adopted DEP's report or recommendations. This state law is considered by many to preempt local government powers and is currently being challenged in a lawsuit involving the City of Coral Gables.

Proposed State Legislation

As you know, the Florida Legislature is currently in session. Representative David Richardson (D-113) introduced HB 6039 in the Florida Legislature's 2018 session, which bill proposes to amend Section 403.7033, Florida Statutes by removing the state preemption on the regulation of certain

auxiliary containers, wrappings, and disposable plastic bags. An identical bill, SB 1014, was introduced in the state Senate by Senators Linda Stewart (D-13) and Victor M. Torres, Jr. (D-15). The proposed effective date of the two bills is July 1, 2018. Since 2010, several bills have been introduced to allow local regulations of plastic bags, but none have passed.

Legal Challenges

The City of Coral Gables is a party to a lawsuit with the State of Florida, the Florida Retail Federation, Inc., and Super Progreso (Miami-Dade Case No.: 2016-18370-CA-01) which directly confronts the constitutionality of Section 403.7033, Florida Statutes as it relates to plastic bags. On February 27, 2017, the trial court entered an order in *Florida Retail Federation, Inc. and Super Progreso, Inc. v. City of Coral Gables*, finding Sections 403.708(9) and 403.7033, Florida Statutes relating to plastic bags and packaging unconstitutional. In light of the trial court's decision and despite an appeal by the State of Florida of the trial court's order (Third District Case No.: 3D17-562), the City of Coral Gables Commission adopted Ordinance No. 2017-13 on May 9, 2017. The ordinance prohibits the use of single-use carry out plastic bags at special events and prohibits the sale, use, or distribution of single-use carry out plastic bags by retail establishments within the City. The trial court's decision is currently under consideration by the Third District Court of Appeal, which heard oral argument on December 15, 2017. The appellate court has not rendered a decision on the matter. If the appellate court reverses the trial court's order, the City of Coral Gables' ability to enforce its plastic bag ban will likely be jeopardized.

Considerations

If HB 6039 or SB 1014 is adopted into law, the Town of Surfside should be able to adopt an ordinance regulating plastic bags. The 2018 legislative session concludes on March 9, 2018. Therefore, within the next couple of months the Town will know whether the state preemption has been removed.

If neither bill is adopted, Section 403.7033, Florida Statutes will remain intact. However, the constitutionality of Section 403.7033, Florida Statutes remains in limbo pending the Third District Court of Appeal's decision in the City of Coral Gables matter.

Should the Town Commission desire to legislate in this arena without a change in state law and if the Third District Court reverses the trial court's decision in the Coral Gables case, the Town will likely face opposition similar to that experienced by the City of Coral Gables. However, if there is no change in state law and the Third District Court of Appeal *affirms* the trial court's order in the Coral Gables case, the Town should be able to legislate as it deems appropriate.

Recommendation: The Town Attorney's Office seeks the Commission's direction on whether to draft legislation implementing a ban on plastic bags.

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

AN ORDINANCE AMENDING CHAPTER 9 "BUSINESS REGULATIONS AND BUSINESS TAX," ARTICLE I "IN GENERAL" OF THE VILLAGE'S CODE OF ORDINANCES TO AMEND SECTION 9-1 "DEFINITIONS," TO AMEND REFERENCES TO DEFINED TERMS IN SECTION 9-2 "AUTOMATIC TIP REGULATIONS," AND TO CREATE SECTION 9-3, "PROHIBITION ON USE, DISTRIBUTION OR SALE OF SINGLE-USE PLASTICS"; AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE V "CODE ENFORCEMENT," SECTION 2-191 "SCHEDULE OF CIVIL PENALTIES" TO CREATE RELATED PENALTIES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND EFFECTIVE DATE.

Issue:

Should the Village Adopt this Ordinance on First Reading?

Item Summary/Recommendation:

This Ordinance was heard on First Reading at the March 19, 2019 Council meeting. After some discussion, the Ordinance passed unanimously on a 5-0 vote, with Assistant Mayor Salver offering an amendment to provide for exceptions for religious beliefs. The civil penalty for a violation would be \$250.00 per infraction for a commercial establishment, and \$25 for an individual.

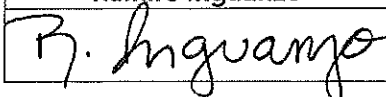
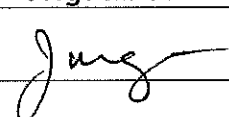
The proposed Ordinance amends the Village Code, to create definitions for single-use plastics, and to prohibit the use, sale or distribution of single-use plastics in the commercial establishments in Bal Harbour Village, and provides for a penalty. Commercial establishment in this Ordinance is defined as a property used for commercial purposes, such as a hotel, restaurant, café or retail store or vendor, or similar uses located in a multi-family residential building whether or not the use is open to the public where customers can directly purchase goods or materials. The Ordinance also regulates all Village-owned properties, including Village Hall, as well as other Village facilities and properties, including the park and beach. Single-Use Plastics shall not be used, sold or distributed as part of a Village-approved activity or event, whether public or private, at any Village Facility or Village Property. Any individuals who might happen to be at the Village Property or Village Facility but are not part of the event or activity would not be covered by this prohibition on use.

Exceptions to this Ordinance include: (1) prohibition shall not apply to medical or dental facilities; (2) prohibition shall not apply to the school district or county, state, or federal governmental entities; (3) prohibition shall not apply where a reasonable accommodation is needed by an individual due to a medical condition, or, as directed at first reading, for a religious belief.

APPROVAL OF THIS ORDINANCE IS RECOMMENDED.

Financial Information:

	Amount	Account	Account #
1			

Assistant Village Manager Ramiro Inguanzo		Village Manager Jorge M. Gonzalez
		

AGENDA ITEM _____

ORDINANCE NO. 2019-620

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 9 "BUSINESS REGULATIONS AND BUSINESS TAX," ARTICLE I "IN GENERAL" OF THE VILLAGE'S CODE OF ORDINANCES TO AMEND SECTION 9-1 "DEFINITIONS," TO AMEND REFERENCES TO DEFINED TERMS IN SECTION 9-2 "AUTOMATIC TIP REGULATIONS," AND TO CREATE SECTION 9-3, "PROHIBITION ON USE, DISTRIBUTION OR SALE OF SINGLE-USE PLASTICS"; AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE V "CODE ENFORCEMENT," SECTION 2-191 "SCHEDULE OF CIVIL PENALTIES" TO CREATE RELATED PENALTIES; 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 is located on an island surrounded by the Atlantic Ocean and other waterways, all of which support a wide variety of flora and fauna; and

WHEREAS, discarded Single-Use Plastics (including Single-Use Plastic Straws, Single-Use Plastic Bags, and Single-Use Plastic Flatware and Dinnerware as defined in this Ordinance) threaten wildlife and marine life and degrade and litter the beaches and waters off of Florida's coast, which include areas within the Village; and

WHEREAS, Single-Use Plastics are neither readily recyclable nor biodegradable, and take hundreds of years to degrade; and

WHEREAS, Single-Use Plastics constitute a portion of the litter in the Village's streets, parks, public places, and waterfront areas; and

WHEREAS, Single-Use Plastics contribute to overburdened landfills, threaten wildlife and marine life, and degrade and litter drainage and sewage systems, as well as the beaches and waters off the Florida coast, which include areas within the Village; and

WHEREAS, Single-Use Plastic Bags are photo-biodegradable and break down into smaller pieces which can make their way into the food chain via such animals as jellyfish and endangered sea turtles; and

WHEREAS, the sale and distribution of Single-Use Plastics has a detrimental effect on the Village's environment, and that of surrounding jurisdictions; and

WHEREAS, several companies have announced plans to phase out and discontinue the use of plastic straws in their establishments worldwide; various municipalities have adopted their own plastic straw prohibitions; and members of the media and public have expressed their satisfaction and concerns with plastic straw prohibitions; 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 City of Miami Beach has adopted a prohibition on Single-Use Plastic Bags in the City's approved sidewalk cafes and on City property and rights-of-way, and further prohibited use of plastic straws and stirrers by its contractors and special event permittees and use on City property and beaches, all of which have been enforced since February 1, 2019; and

WHEREAS, the Village Council finds that there are reasonable, environmentally-friendly alternatives to Single-Use Plastics; and

WHEREAS, the Village Council wishes to amend Chapter 9 of the Village's Code to create definitions in Section 9-1 and to create Section 9-3 to prohibit the use, sale and distribution of Single-

Use Plastics in Commercial Establishments and at Village-approved events and activities, whether public or private, at Village facilities and properties; and

WHEREAS, the Village Council wishes to amend Chapter 2 “Administration,” Article V “Code Enforcement” to amend Section 2-191 “Schedule of Civil Penalties” to create a penalty for violations created by this Ordinance; 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 2.** That “Article V “Code Enforcement” of Chapter 2 “Administration” of the Code of Bal Harbour Village, Florida, is hereby amended to amend Section 2-191 “Schedule of Civil Penalties” to read as follows, with the following penalties renumbered accordingly:¹

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.

Chapter 2 - ADMINISTRATION

* * * * *

ARTICLE V. - CODE ENFORCEMENT

Sec. 2-191. - Schedule of civil penalties.

(a) The following table shows the sections of this Code, as they may be amended from time to time, and the dollar amount of civil penalty for the violation of these sections as they may be amended. Each "Description of Violations" below is for informational purposes only and is not meant to limit or define the nature of the violations or the subject matter of the listed Code sections. To determine the exact nature of the activity proscribed or required by this Code, the relevant Code section must be examined.

(b) The following is the schedule of civil penalties:

	Code section	Description of violation	Civil penalty
* * * * *			
(12)	6-111 through 6-145	Demolishing a structure without a permit; failing to comply with demolition permit or plan or with regrading and revegetation plans	250.00
<u>(13)</u>	<u>9-3</u>	<u>Distributing or selling or using single-use plastics</u>	<u>250.00 for a commercial establishment</u> <u>25.00 for an individual</u>
(13) <u>(14)</u>	9-28, 9-32	Failing to obtain a local business tax receipt	250.00
* * * * *			

(c) For violations of any section of this Code for which a specific penalty is not prescribed in section (b), a penalty shall be imposed which shall not exceed \$250.00 per day for a first violation and shall not exceed \$500.00 per day for a repeat violation. For the purposes of continuing violations, each day shall constitute a separate violation.

Section 3. Village Code Amended – Chapter 9. That Article I “In General” of Chapter 9

“Business Regulations and Business Tax” of the Code of Bal Harbour Village, Florida, is hereby amended to amend Section 9-1 “Definitions” and to create Section 9-3 “Prohibition on distribution, sale or use of Single-Use Plastics”, to read as follows:

Chapter 9 - BUSINESS REGULATIONS AND BUSINESS TAX

ARTICLE I. - IN GENERAL

Sec. 9-1. – Definitions.

For the purposes of this article, the following terms shall have the ascribed meanings unless expressly stated otherwise:

Automatic tip means any tip that is automatically generated and placed by a public food service establishment on a bill for service issued to a customer.

Bill means any receipt, writing, or other method used by a public food service establishment to indicate the amount of money it is owed by a customer in exchange for its goods and services. "Bill" shall be interpreted to include, but not be limited to, the restaurant receipt and the credit card merchant copy.

Commercial Establishment means a property used for commercial purposes, such as a hotel, restaurant, café or retail store or vendor, or similar uses located in a multi-family residential building whether or not the use is open to the public, where customers can directly purchase goods and materials.

Compostable Carryout Bag means a bag that:

- (1) Conforms to the current ASTM D6400;
- (2) Is certified and labeled as meeting the ASTM D6400 standard specification by a recognized verification entity; and
- (3) Must be capable of undergoing biological decomposition in a compost site such that the material breaks down into carbon dioxide, water, inorganic compounds and biomass at a rate consistent with known compostable materials.

Recyclable Paper Bag means a bag that contains a minimum average of 40 percent post-consumer recycled materials and displays the minimum percent of post-consumer content on the outside of the bag.

Reusable Bag means a bag with handles that is specifically designed and manufactured for multiple reuse and made of durable material specifically designed for and provided to customers with

the intention of multiple, long-term use and does not include any film plastic bags. Includes *Recyclable Paper Bags* and *Compostable Carryout Bags*.

Single-Use Plastics means *Single-Use Plastic Bags*, *Single-Use Plastic Flatware* and *Dinnerware*, and *Single-Use Plastic Straws* as defined herein.

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. The following shall not be interpreted to be “Single-Use Plastic Bags”:

(a) A Compostable Carryout Bag;

(b) Any bag without handles provided to a customer;

(c) Any bag to protect food or merchandise from being damaged or contaminated by other food or merchandise, when items are placed together in a reusable bag or recyclable bag, including produce bags;

(d) Any bag to hold prescription medications dispensed from a pharmacy or veterinary office;

(e) Any bag designed to be placed over articles of clothing on a hanger, including dry cleaning bags;

(f) Door hanger bags;

(g) Newspaper bags;

(h) Garbage bags;

(i) Pet waste bags;

(j) Yard waste bags; and

(k) Bags of any type that a customer previously owned and brings to a Commercial Establishment for his or her own use in carrying away store goods.

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.

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.

Public Food Service Establishment ~~or Establishment~~ means any establishment defined under F. S. § 509.013(5)(a) as amended from time to time, excluding those restaurants in the OF Oceanfront District that are accessory uses to multi-family residential buildings and have not received an exemption under Village Code Section 21-281(8)f.

Tip means any gratuity or service charge associated with a bill.

Village Facility includes, but is not limited to, any building, structure, park, beach, road, street, right-of-way, or other facility owned, operated or managed by the Village.

Village Property includes, but is not limited to, any land, water, or air rights owned, operated or managed by the Village.

Sec. 9-2. - Automatic tip regulations.

(a) Each Public Food Service Establishment shall disclose that any Automatic Tip is voluntary, and do so in a manner that notifies customers that it has been added to the amount of the Bill by distinguishing it from all other amounts on the Bill. Such manner may include, but shall not be limited to:

(1) Text indicating the Automatic Tip that is a different color from all other text on the Bill.

(2) A decal or stamp indicating the Automatic Tip that is affixed or stamped upon the face of the Bill.

(3) Text indicating the Automatic Tip on the Bill in a typeface that is at least 1.5 times larger than all other text on the Bill.

(b) The Automatic Tip amount is a disclosure only, and payment of the Automatic Tip in the suggested amount must not be mandated by the Public Food Service Establishment. However, an Automatic Tip for groups of six or more customers may be mandatory if the other requirements of subsection (a) are met.

(c) The Village Manager may develop administrative procedures and timelines for the initial implementation and enforcement of this Section. Implementation and enforcement will begin no later than February 1, 2018.

(d) *Enforcement and penalties.*

(1) Each new Public Food Service Establishment shall attach a sample copy of a Bill displaying the Automatic Tip to its application for issuance of its certificate of use under Section 21-32(b) and first business tax receipt issued pursuant to Article II of Chapter 9, beginning February 1, 2018, and an affidavit that states it will comply with the regulations of this Section by utilizing the format reflected on the sample copy of the Bill submitted with the application until its business tax receipt expires.

(2) The enforcement procedures outlined herein are cumulative to all other remedies authorized by law. Nothing in this Section shall prohibit the Village from enforcing this Section by any other means. Citation for violation of this Section may be issued by the Village Manager or designee to the Public Food Service Establishment, in accordance with the following schedule of penalties:

a. *First violation*: the Village Manager or designee shall provide a warning that the Public Food Service Establishment has committed a violation of this Section and shall provide said establishment five days to correct the violation.

b. *Second violation*: a civil infraction in the amount of \$250.00 for a violation of this Section may be issued if, upon personal investigation, the Village Manager or designee finds that the Public Food Service Establishment has not corrected the violation within five days.

c. *Third violation*: a civil infraction in the amount of \$500.00 may be issued should the Village Manager or designee find that the Public Food Service Establishment remains in violation of this Section five days after the initial civil infraction of \$250.00 was issued. Violations occurring more than a year following a prior warning or citation will be deemed a first violation by the establishment.

d. *Habitual offender*: a Public Food Service Establishment that is found to have violated this Section after having received a civil infraction for a third violation of this Section shall be issued a written notice to appear before a special master for a hearing on the violation in accordance with the applicable requirements of Article V "Code Enforcement" of Chapter 2 "Administration" of this Code. At such hearing, if the special master finds that the Public Food Service Establishment is guilty of violating this Section, the special master shall proceed to impose fines in the amount of \$500.00 per day. A fine imposed pursuant to this part shall continue to accrue until the Public Food Service Establishment comes into compliance. In addition to or in the alternative of the per day fines, the special master may order that the Public Food Service Establishment's business tax receipt be revoked by the Village.

e. *Failure to disclose*: each Bill which fails to include the disclosure required by Sections 9-2(a) and (b) will constitute a violation of this Section.

Sec. 9-3 – Prohibition on use, distribution or sale of Single-Use Plastics

(a) **Intent.** Single-Use Plastics are neither readily recyclable nor biodegradable, and take hundreds of years to degrade. The intent of this section is to reduce litter impacting the beach and the ocean by reducing the use of Single-Use Plastics and replacing them with reusable materials.

(b) **Single-Use Plastics Prohibited; Exceptions**

(1) Single-Use Plastics, as defined in Section 9-1, shall not be used, sold, or distributed ~~in~~ by any Commercial Establishment ~~or at any Village Facility or Village Property.~~

(2) Single-Use Plastics, as defined in Section 9-1, shall not be used, sold or distributed as part of a Village-approved activity or event, whether private or public, in any Village Facility or Village Property.

~~(3)~~(2) **Exceptions.**

(i) This prohibition shall not apply to medical or dental facilities.

(ii) This prohibition shall not apply to the school district or county, state, or federal governmental entities.

(iii) This prohibition shall not apply where a reasonable accommodation is needed by an individual due to a medical or physical condition, or a religious belief.

(c) **Enforcement; Penalties**

(1) Following adoption of this Section, the Village shall engage in public education efforts to inform Commercial Establishments and users of Village facilities and properties of the provisions of this Section and to provide assistance with identifying alternatives to Single-Use Plastics.

(2) Beginning October 1, 2019, the Village's Code Compliance Department shall begin a 60-day period of providing written warnings for violations of this section. Beginning on December 1, 2019, the Department shall enforce all provisions of this Section.

(3) Penalties for violations of the provisions of this Section shall be enforced through Chapter 2, Article V "Code Enforcement" of the Village Code. Fines shall be in the amounts prescribed in the schedule of civil penalties at Section 2-191.

(d) **Reusable Bags.** Commercial Establishments are strongly encouraged to educate their staff to promote Reusable Bags and to post signs encouraging customers to use Reusable Bags. Should Commercial Establishments provide carryout bags, they shall be Reusable Bags (as defined in Section 9-1), offered free of charge or for a fee as determined by the merchant. Commercial Establishments may keep any fees charged to offset the cost of providing the Reusable Bag.

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. In the event that Florida Statutes are amended to preempt any part of this Ordinance following the 2019 Legislative Session, this Ordinance may be repealed to the extent of that preemption by resolution of the Village Council.

PASSED AND ADOPTED on first reading this 19th day of March, 2019.

PASSED AND ADOPTED on second reading this 16th day of April, 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



Town of Surfside Commission Communication

Agenda Item: # 9G

Agenda Date: May 14, 2019

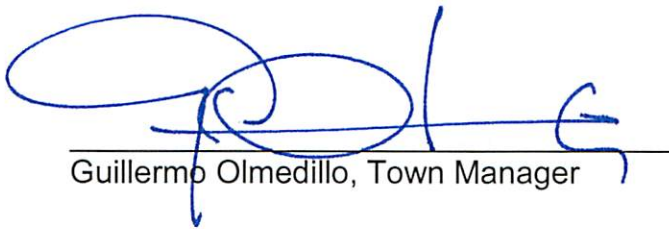
From: Guillermo Olmedillo, Town Manager

Subject: Zoning in Progress – New Applications or Site Plans for Hotels in H40 Zoning District, South of 93rd Street

Background: On February 12, 2019, the Town Commission directed Town Staff to prepare an ordinance to prohibit Hotel Use in the H40 zoning district south of 93th Street. An Ordinance was considered and passed first reading on March 12, 2019. On March 15, 2019, the Town published a Notice of Zoning in Progress in connection with the Ordinance after first reading of the Ordinance was passed. The proposed Ordinance was then considered by the Planning and Zoning Board on April 25, 2019, which recommended that the Town Commission defer the Ordinance to allow for further data and analysis, and further requested that the Zoning in Progress be extended or reissued.

Analysis: Code section 90-6 states that the purpose of zoning in process *generally allows the town to apply, on a retroactive basis, if necessary, changes to zoning regulations or to the zoning district status of property, to previously approved or currently in process development applications. Additionally, the zoning in progress allows a temporary hold on permits and licenses if there is a change in zoning, which is already in progress that would affect the permit of license.* In an effort to avoid the Town accepting an application contrary to the proposed Ordinance, Staff is proposing concurrently: (i) Notice of Cancellation of the Zoning in Progress issued on March 15, 2019 and (ii) reissuing Notice of Zoning in Progress, to be implemented to allow time to conduct second reading of the Ordinance and evaluation of data and analysis requested.

Recommendation: The Town Commission has approved first reading of the Ordinance and requested data and analysis in connection with the impacts of the proposed Ordinance. The Planning & Zoning Board has further recommended that the Commission defer the item to allow for further evaluation of data and analysis. It is recommended that the Town Commission direct the Town Clerk to publish a Notice of Cancellation of the Zoning in Progress issued on March 15, 2019, and, simultaneously reissue a Notice of Zoning in Progress, as provided in Section 90-6 "Zoning in Progress" of the Code of Ordinances, in order to apply a hold on the processing of new or amended development applications that are submitted to the Town after the date of the publication of the Notice.



Guillermo Olmedillo, Town Manager

TOWN OF SURFSIDE

NOTICE OF CANCELLATION ZONING IN PROGRESS

The Town of Surfside hereby gives Notice of Cancellation of Zoning in Progress dated March 15, 2019, effective May 17, 2019, relative to proposed revisions to the Town Zoning Code pursuant to Section 90-6 of the Town Zoning Code: Amendments to the Zoning Code are being considered and may be proposed relative to Amending Chapter 90 Zoning to prohibit Hotel Use in the H40 Zoning District between Collins and Harding Avenues from 93rd Street to 88th Street.

An ordinance which may prohibit Hotel Use in the H40 Zoning District between Collins and Harding Avenues from 93rd Street to 88th Street has been considered at first reading at a public hearing, and will be noticed prior to any subsequent hearings before the Town Commission. Interested parties may appear at the Public Hearing and be heard with respect to the proposed Ordinance. Any person wishing to address the Town Commission on any item at the public hearing is asked to register with the Town Clerk prior to that item being heard.

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the Office of the Town Clerk, 305-861-4863, no later than two business days prior to such proceedings.

If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at a meeting or hearing, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Dated as of May 17, 2019.

Sandra Novoa, MMC
Town Clerk

TOWN OF SURFSIDE

NOTICE OF ZONING IN PROGRESS

The Town of Surfside hereby gives Notice of Zoning in Progress relative to proposed revisions to the Town Zoning Code pursuant to Section 90-6 of the Town Zoning Code except that however, the Notice shall not apply to any pending applications for development approvals which have been determined to be complete applications as of the date of the Notice of Zoning in Progress. Amendments to the Zoning Code are being considered and may be proposed relative to Amending Chapter 90 Zoning to prohibit Hotel Use in the H40 Zoning District between Collins and Harding Avenues from 93rd Street to 88th Street, and/or considering the imposition of new design criteria for Hotel Use in the H40 Zoning District.

A public hearing for second reading of an ordinance which may prohibit Hotel Use in the H40 Zoning District between Collins and Harding Avenues from 93rd Street to 88th Street will be considered at second reading and will be noticed prior to the public hearing before the Town Commission. Should the Town of Surfside decide to pursue new design criteria for the Hotel use in the H40 Zoning District, an additional ordinance will be prepared and appropriately noticed for two readings and public hearing. Interested parties may appear at the public hearing and be heard with respect to the proposed Ordinance. Any person wishing to address the Town Commission on any item at the public hearing is asked to register with the Town Clerk prior to that item being heard.

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the Office of the Town Clerk, 305-861-4863, no later than two business days prior to such proceedings.

If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at a meeting or hearing, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Dated this 17th day of May, 2019

Sandra Novoa, MMC
Town Clerk