



TOWN OF MIAMI LAKES, FLORIDA

AGENDA

Regular Council Meeting

March 9, 2020

6:30 PM

Government Center

6601 Main Street Miami Lakes, FL33014

Video stream of meetings can be viewed here:

<https://pub-miamilakes.escribemeetings.com>

Pages

- 1. SPECIAL PRESENTATIONS (Presentations shall take place prior to the commencement of the Regular Council Meeting, at 6:00 PM)**
- 2. CALL TO ORDER**
- 3. MOMENT OF SILENCE**
- 4. PLEDGE OF ALLEGIANCE**
- 5. ORDER OF BUSINESS (DEFERRALS/ADDITIONS/DELETIONS)**
- 6. PUBLIC COMMENTS**

All comments or questions from the attending public to the Council shall be directed to the Mayor, in a courteous tone. No person other than the Council and the person recognized by the Mayor as having the floor, shall be permitted to enter into discussion without the permission of the Mayor. To ensure the orderly conduct and efficiency of the meeting, public comments shall be limited to three (3) minutes maximum per person; however, the Mayor may authorize the extension of the aforesaid time frame, and any extension shall apply to other individuals speaking on the same subject.

No clapping, applauding, heckling, verbal outburst in support of, or in opposition to a speaker or his/her remarks shall be permitted. Should a member of the audience become unruly, or behave in any manner that disrupts the orderly and efficient conduct of the meeting, the Mayor is given the right and the authority to require such person to leave the Council Chambers.

As a courtesy to others, all electronic devices must be set to silent mode to avoid disruption of the proceedings.

Remote Public Comments: Please register with the Town Clerk from the date

the agenda is released to the date before the meeting. For additional information, please contact clerk@miamilakes-fl.gov

Live Remote Public Comments: Livestreamed meetings will now allow the submission of Live Remote Public Comments. If you wish to be part of the scheduled Zoom meeting, please join the meeting by clicking on the URL Link below:

[Live Remote Public Comments](#)

7. APPOINTMENTS

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| b. | Education Advisory Board | 53 |
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9. CONSENT CALENDAR

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Attached please find the following minute for your review and approval:

- February 18, 2020 Regular Council Meeting

- | | | |
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| b. | Piggyback for Total Solutions for Law Enforcement, Security and Facilities (Pidermann) | 75 |
|----|--|----|

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PURCHASE OF TECHNOLOGY SERVICES, SOLUTIONS AND RELATED PRODUCTS ON AN AS NEEDED BASIS; AUTHORIZING THE TOWN MANAGER TO UTILIZE U.S. GENERAL SERVICES ADMINISTRATION (“GSA”) CONTRACT GS-07F-0031W WITH MILLENIUM PRODUCTS, INC. PURSUANT TO SECTION 7 OF ORDINANCE 17-203 (THE TOWN’S PROCUREMENT ORDINANCE); AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

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- AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING ORDINANCE NO. 19-251; AMENDING THE TOWN'S FISCAL YEAR 2019-2020 BUDGET; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CONFLICTS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
- b. Landscape and Artificial Turf Ordinance (Pidermann) 331
- AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO LANDSCAPE REGULATIONS; AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE VII, "ALTERNATIVE ENERGY SYSTEMS AND ENVIRONMENTAL REGULATIONS" PROVIDING FOR FINDINGS OF FACT, INTENT AND PURPOSE; PROVIDING FOR REGULATIONS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.
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- AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING A LOAN IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$15,000,000, IN THE FORM OF A NON-REVOLVING LINE OF CREDIT, FOR THE PURPOSE OF PROVIDING LIQUIDITY FINANCING FOR THE PROJECT DESCRIBED HEREIN; AUTHORIZING THE ISSUANCE OF A NON-REVOLVING CREDIT

NOTE TO EVIDENCE AND SECURE THE LOAN; PROVIDING THAT DETAILS, TERMS AND OTHER MATTERS RELATING TO THE ISSUANCE OF THE NON-REVOLVING CREDIT NOTE SHALL BE ESTABLISHED OR PROVIDED FOR IN A SUPPLEMENTAL NOTE RESOLUTION AND A LINE OF CREDIT AGREEMENT; PROVIDING FOR A COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES, AS MORE SPECIFICALLY DESCRIBED IN THE SUPPLEMENTAL NOTE RESOLUTION; RATIFYING THE DISTRIBUTION OF A REQUEST FOR PROPOSALS TO FINANCIAL INSTITUTIONS; AUTHORIZING THE TOWN MANAGER TO PROCEED TO DEVELOP NECESSARY DOCUMENTS TO AWARD AND ISSUE THE NON-REVOLVING CREDIT NOTE AND TO DETERMINE THE SPECIFIC DETAILS OF THE LINE OF CREDIT AGREEMENT AND NON-REVOLVING CREDIT NOTE WITHIN THE PARAMETERS SET FORTH IN THE SUPPLEMENTAL NOTE RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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17. ADJOURNMENT

This meeting is open to the public. A copy of this Agenda and the backup therefore, has been posted on the Town of Miami Lakes Website at miamilakes-fl.gov and is available at Town Hall, 6601 Main Street, Miami Lakes 33014. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact Town Hall at 305-364-6100 two days prior to the meeting.

Anyone wishing to appeal any decision made by the Miami Lakes Town Council 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 includes the testimony and evidence upon which the appeal is to be based.

Any member of the public wishing to speak on a public hearing matter on this Agenda or under public comments for items not on this Agenda, should fill out a speaker card and provide it to the Town Clerk, prior to commencement of the meeting. Any person presenting documents to the Town Council should provide the Town Clerk with a minimum of 15 copies.



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers

From: Special Needs Advisory Board- Special Needs Blueprint

Subject: Committee Report

Date: March 9, 2020

Recommendation:

Please see attached report.



Special Needs Blueprint

8

FIU
Jorge M. Pérez
Metropolitan Center

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The **Florida International University Jorge M. Pérez Metropolitan Center** is Florida's leading urban policy think tank and solutions center. Established in 1997, the Center provides economic development, strategic planning, community revitalization, and performance improvement services to public, private, and non-profit organizations in South Florida. Its staff and senior researchers are leaders in their respective fields and bring extensive research, practical, and professional experience to each project. The Center's research has catalyzed major policy initiatives and projects in housing, economic redevelopment, transportation, social services, and health services throughout South Florida.



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Report cover photo by Juan Carlos Garcia

Baseline analysis section photo by Daniel Rodriguez.

Findings section cover photo by Jose Alvarez.

Recommendations section cover photo by Andres Suarez.

Executive Summary

The Town of Miami Lakes and the Florida International University Jorge M. Perez Metropolitan Center collaborated to produce this Special Needs Blueprint for the Town of Miami Lakes. This initiative highlights the Town's commitment in becoming a model town for inclusion.

The report presents a mixture of quantitative and qualitative data to understand the challenges, current efforts, and opportunities that exist within the Town of Miami Lakes for the special needs community. For the purposes of this study when we refer to "special needs," we are using the definition used by the International Classification of Functioning, Disability, and Health (ICF), which considers disabilities as "an umbrella term for impairments, activity limitations, and participation restrictions." This definition incorporates disabilities that are of communicative, physical, and cognitive characteristics. It also serves as the World Health Organization's framework to measure health and disabilities "at both individual and population levels."

The report's baseline analysis looks further into the Town's history in special needs issues, data related to existing populations and services, and benchmark comparisons with other cities in Florida. The research team met with individuals with special needs, Town officials, residents, business owners, medical providers, and other community members to obtain feedback and discuss issues that affect the special needs community. It is worth noting that the key issues that affect the Town of Miami Lakes are not unique to the Town, but exist, nonetheless.

While it is by no means an exhaustive list of what exists in the Town, the following special needs/disabilities came up in conversation:

- Ambulatory
- Auditory
- Autism Spectrum Disorder
- Cerebral Palsy
- Chromosomal Disorder
- Cognitive Disability
- Crohn's Disease
- Cystic Fibrosis
- Down Syndrome
- Fetal Alcohol Syndrome
- Intellectual Disability
- Parkinson's Disease
- Rheumatoid Arthritis
- Spina Bifida
- Sensory Sensitivity
- Speech impediment

Many issues affecting the quality of life of individuals with special needs were discussed; including, education, transportation, housing, and recreation. As we will discuss in more detail in the **Findings** section, the research team identified nine major themes across the conversations. These themes were then developed into recommendations, as detailed in the **Recommendations** section.

Key Themes:

- **Safety for Individuals with Special Needs** – *The safety concerns for families and individuals with special needs.*
- **Community Awareness** – *Understanding what special needs are and how members of the community can be more inclusive.*
- **Employment Opportunities** – *Challenging aspects of training businesses and obtaining employment for individuals with special needs.*
- **Social/Recreational Activities** – *Services and social and recreational activities that are needed for the special needs community.*
- **Mental Health Issues that Affect the Special Needs Community** – *The mental health challenges that accompany individuals with special needs and their families.*

- **Financial Strain in the Special Needs Community** – *The financial strains that are present with individuals with special needs and their families.*
- **Educational Needs** – *Educational needs and concerns for the special needs community.*
- **Accessibility and Transportation Needs** – *Accessing public spaces and utilizing transportation for individuals with special needs.*
- **The Need for Integrated Resources** – *Obtaining resources and being aware of the services that exist within the Town.*



Baseline Analysis

Baseline Analysis

In the United States, there are over 40 million individuals living with a disability, or 12 percent of the population¹. However, they are often overlooked. There is a long history of stigma, not just in the United States—but around the world². In fact, some cultures believe disabilities are connected to curses or diseases. These stigmas may lead to social avoidance, stereotyping, discrimination, condescension, blaming, internalization, hate crimes, and violence³.

Literature on the special needs community often brings up several challenges the community faces as they transition into adulthood—independent living, personal financial responsibility, transportation, developing a sexual identity, and establishing intimate and social relationships. Sexual health education is a universal need for the community because individuals with developmental disabilities can easily be taken advantage of and are considered a vulnerable population. In addition, socialization opportunities are strongly needed. This idea was reinforced numerous times during the focus group and interviews conducted by the Metropolitan Center. When it concerns medical care, a gap exists in clinical training. There are not many practitioners who combine expertise in both internal medicine and psychiatry—which are most appropriate for the special needs community. There are also shortcomings due to financial strains and medical reimbursements. This leads to an over-reliance on pediatricians for individuals with special needs, even as they enter adulthood.

In Florida, there is over 2,838,000 individuals with disabilities—or 13.5% of the population. This figure is slightly higher than the national average (by 1.5%). With such a substantive portion of individuals with disabilities, there is a comprehensive need for services to the community.

The Florida budget for special needs has come into question numerous times over the years, with some officials considering cutting funding for individuals with special needs⁴. The special needs budget is frequently underfunded, which has caused deficits over the past several years. Governor DeSantis recently demonstrated a commitment to helping the special needs community through his recommendation of \$1.4 billion in funding for the Agency for Persons with Disabilities⁵, which is responsible for “serving the needs of Floridians with developmental disabilities.”⁶

Florida’s Medicaid Waiver—which provides necessary resources to individuals with special needs (as well as children 18 or under and adults over the age of 64), is one of the resources handled by the Agency for Persons with Disabilities that is severely underfunded. Florida is one of 14 states (including three that are in the process) that have not expanded Medicaid coverage for individuals with incomes up to 138% of the federal poverty level, even though it has been shown that expanded coverage prevents premature deaths by improving access to care.⁷

¹ U.S. Census Bureau, 2018 ACS 1-Year Estimates

² University of Washington, Healthy Aging and Physical Disability

³ University of Washington, Healthy Aging and Physical Disability

⁴ Miami Herald <https://www.miamiherald.com/news/politics-government/state-politics/article234919802.html>

⁵ Agency for Persons with Disabilities <http://apd.myflorida.com/docs/APDBudget.pdf>

⁶ Agency for Persons with Disabilities <http://apd.myflorida.com/about/>

⁷ Center on Budget and Policy Priorities, 2019

As shown in Table 1, there are over 21,600 people on the Medicaid Waiver waiting list for the state, meaning that at least two out of every three individuals who have applied for Medicaid Waiver

Table 1. Florida Medicaid Waiver and Waiting List

	Medicaid Waiver	Medicaid Waiver Waiting List
Florida	35,000	21,649

Source: Florida Agency for Persons with Disabilities, 2019

are not getting the care that they need. A lack of care may cause other issues such as physical and mental health degradation, familial strife, and more. Medicaid waiver is just one instance of a disappointing resource for the special needs community. In addition to a complicated medical system, there tends to be a lack of job opportunities and a lack of social and recreational activities.

Survey research from a previous Metropolitan Center study shows that the preferred housing option for most individuals with disabilities is single-family homes but that preference may not be feasible economically or from a social perspective—particularly as costs of living continue rising in Miami-Dade County and wages remain stagnant. Instead, living at home tends to be the most cost-effective option. However, it may limit social development which may, in turn, limit their integration in the community. This was echoed by several participants in the Miami Lakes interviews. In addition, as caregivers age, individuals with special needs will have few, if any, options to care for themselves. This is another challenge for individuals with special needs, in addition to the transition to adulthood.

Town History on Special Needs

The Town of Miami Lakes was incorporated in December 2000, becoming the 31st municipality of Miami-Dade County. On April 12, 2011, the Town of Miami Lakes established the **Special Needs Committee**. This was part of a program brought before the council by former Mayor Michael Pizzi titled “No one left behind.” The committee met several times until it became inactive. However, research participants noted that in response to the demand of the community, the Town of Miami Lakes council, led by Councilmember Marilyn Ruano, re-initiated the committee. In 2018, the committee was re-formed and renamed to the **Special Needs Advisory Board**. Each Town councilmember may appoint one individual to the board, for a total of seven board members. The Board’s mission is “to create a model town for inclusion, by identifying specific Miami Lakes families with an interest in matters pertaining to individuals with special needs; connecting them to existing programs, services and events; and, serving the Town Council in an advisory capacity to identify unmet needs and assist with the discovery of possible solutions.” Since 2018, they have met monthly and have initiated several events, collaborations, and programs within the Town. Some of their initiatives include a workforce transition skills pilot program, disability awareness training for Town staff, a sensory friendly station at the Town’s annual Halloween event, and coordinating a FUNclusion event.

In addition to the Special Needs Advisory Board, the Town has an Americans with Disabilities Act (ADA) coordinator who is responsible for handling requests for appropriate aid and services to individuals with

Americans with Disabilities Title II State and Local Governments

Title II applies to State and local government entities, and, in subtitle A, protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities provided by State and local government entities. Title II extends the prohibition on discrimination established by section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, to all activities of State and local governments regardless of whether these entities receive Federal financial assistance.

Source: United States Department of Justice

disabilities including “qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.”⁸ The coordinator is in charge of managing discrimination complaints related to Town services, activities, or programs. Over the years, the town has hired sign language interpreters to assist both Town employees and Town residents who request these services. For a brief period around 2013, the Town had a therapeutic recreation specialist in charge of programming for individuals with special needs. However, according to a Town representative, it was difficult for the programming to be successful as at the time it wasn’t understood what community’s need was. Moreover, since 2015 the Town has been working on its ADA Transition Plan for Sidewalks and Pedestrian Ramps. The purpose of this plan is to ensure that all sidewalks become ADA compliant. The Plan “identifies barriers that prevent persons with disabilities accessing programs and activities and identifies methods to provide equivalent access to the maximum extent feasible.”⁹ The Clerk’s department is responsible for maintaining and distributing official Town records. This department includes a staff member who converts official documents into ADA compliant versions. This process allows those with vision impairment to view official town documents.

Population

The Town of Miami Lakes has an estimated population of 31,050, as seen in Table 2. Of this, approximately 7.8% are believed to have a disability, which translates to approximately 2,437 individuals living with disabilities in the Town. We asked participants if they felt this number was an accurate representation of the special needs community, and the majority felt this number was low (71% of participants), while some (29%) believe this number is about right. There were no respondents who believed the number was high.

Table 2. Comparison of Population with a Disability

	Population	With a disability	%
Town of Miami Lakes	31,050	2,437	7.8%
Miami-Dade County	2,690,040	272,374	10.1%
Florida	20,288,268	2,720,957	13.4%

Source: ACS 5 Year Estimates, U.S. Census Bureau 2018

There are several reasons why participants felt the number was inaccurate. Due to the stigma towards the special needs community, individuals may be less inclined to mark themselves as living with a disability or may not believe they or a family member has a disability. Participants also shared that members of the community may be scared to mark that they have a disability for fear that they may lose any benefits they are receiving, such as Supplemental

Security Income or Medicaid Waiver. The implication for this is that the census figures, which relies predominantly on self-reported data, may be skewed.

For reference, the census defines disabilities in the following way “A long-lasting physical, mental, or emotional condition. This condition can make it difficult for a person to do activities such as walking, climbing stairs, dressing, bathing, learning, or remembering. This condition can also impede a person from being able to go outside the home alone or to work at a job or business.”

As demonstrated in Table 3, disabilities tend to be more prevalent among older adults. Table 4 goes into further detail on the types of disabilities present by age (note: these figures are not additive, some individuals may have multiple disabilities so they numbers overlay). The census estimates that the top two age groups in Miami Lakes for those with disabilities is the **65 to 74** and the **75 and over** age groups. Combined, there are approximately 1,439 individuals (or 62.3% of the Town’s population with a disability)

⁸ Town of Miami Lakes https://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=590:ada-notice&catid=2:about-us&Itemid=626

⁹ Town of Miami Lakes ADA Transition Plan for Sidewalks and Pedestrian Ramps, 2015

in these age groups. That being said, just 5 out of 45 interviewees spoke about the needs of the elderly in Miami Lakes as it relates to the special needs community. Their feedback was mostly positive, stating that the Town and its Elderly Affairs Committee does a tremendous job at providing resources, workshops, and social and recreational opportunities for the elderly. However, occasional physical access to Town Hall was an issue due to doors being locked near the parking spaces for individuals with disabilities. Several participants reported it being challenging to access this door during evening events as well. Furthermore, these participants shared the need for a senior housing village that could likewise accommodate individuals with disabilities of various ages. One resident brought up that there may be a need for support groups for elderly individuals who are experiencing quality of life issues. Support groups were a topic of conversation consistent throughout the interviews, which will be discussed in more detail in the **Findings** section. Table 4 denotes disability types by detailed age in the Town of Miami Lakes. As mentioned, disabilities are more prevalent among older adults in the 75 and over age group.

However, the 35 to 65 age group tends to have the second-highest numbers of individuals with disabilities across all the disability types: hearing, vision, cognitive, ambulatory, self-care, and independent living difficulty. This is of note because, as will be discussed in the **Findings** section, this age group typically does not have as many services available to them as do individuals with special needs who are under the age of 22 or elderly individuals.

Table 3. Town of Miami Lakes Disability Breakdown by Age

Age	Total	With a disability	%
Under 5 years	1,879	18	1.00%
5 to 17 years	4,885	172	3.50%
18 to 34	6,751	228	3.40%
35 to 64	12,847	580	4.50%
65 to 74	2,404	333	13.90%
75 years and	2,284	1,106	48.40%

Source: ACS 5 Year Estimates, U.S. Census Bureau 2018

Table 4: Disability Type by Detailed Age

Disability Type	With a disability	%
With a hearing difficulty	588	1.90%
Under 18	36	
18 to 34	60	
35 to 64	81	
65 to 74	52	
75 and over	359	
With a vision difficulty	329	1.10%
Under 18	18	
18 to 34	13	
35 to 64	50	
65 to 74	37	
75 and over	211	
With a cognitive difficulty	1,167	4%
Under 18	135	
18 to 34	194	
35 to 64	234	
65 to 74	109	
75 and over	495	
With an ambulatory difficulty	1,481	5.10%
Under 18	18	
18 to 34	38	
35 to 64	326	
65 to 74	237	
75 and over	862	
With a self-care difficulty	647	2.20%
Under 18	63	
18 to 34	38	
35 to 64	130	
65 to 74	20	
75 and over	396	
With an independent living difficulty	1,145	4.70%
Under 18	N/A	
18 to 34	93	
35 to 64	213	
65 to 74	112	
75 and over	727	

Source: ACS 5 Year Estimates, U.S. Census Bureau 2018

Education

It is necessary to reiterate that census figures provide an estimate dependent on self-reported data. When we compare census data on youth with disabilities compared to numbers provided by the Miami-Dade County school board, higher numbers appear in the schoolboard data.

Table 5. Students with Disabilities in Miami Lakes and Miami-Dade-County (Public and Charter Schools)

	Total	%
Miami Lakes	917	10.3%
Miami-Dade County	39,119	11.3%

Source: Miami-Dade County Schoolboard, October 2019

Students with Disabilities Defined

Section 1007.02, F.S., defines “student with a disability” as a student who is documented as having an intellectual disability; a hearing impairment, including deafness; a speech or language impairment; a visual impairment, including blindness; an emotional or behavioral disability; an orthopedic or other health impairment; an autism spectrum disorder; a traumatic brain injury; or a specific learning disability, including, but not limited to, dyslexia, dyscalculia, or developmental aphasia.

Take the under **five years** and **5 to 17 years** age brackets for instance (shown in Table 3.) Combined, the census states that there are about 190 individuals living in the Town within these age groups that have a disability. However, the schoolboard provides different figures based on 2019 enrollment data. Table 5 demonstrates that there are 917 students with disabilities attending the six public schools in the Town of Miami Lakes. Compared to the census figures, that is a difference of about 700 students. Table 5 also shows the total number of students with disabilities in public schools across Miami-Dade County, a total of 39,119. The Town of Miami Lakes has a similar percentage of students with disabilities compared to the county, with just a 1% difference. Table 6 shows the breakdown of students with disabilities per each public school in Miami Lakes. Miami Lakes Educational Center has the lowest amount, with just 60 students with disabilities (5.3%). Whereas Hialeah-Miami Lakes has the highest with 237 students with disabilities (16.1%).

Table 6. Students with Disabilities per School in Miami Lakes

Students with Disabilities			
School	Total population	Students with disabilities	% of students with disabilities
Barbara Goleman Senior High	2,355	219	9.3%
Bob Graham Education Center	1,566	156	10%
Miami Lakes Middle School	1,199	125	10.4%
Miami Lakes K-8 Center	1,215	120	9.9%
Miami Lakes Educational Center	1,128	60	5.3%
Hialeah-Miami Lakes Senior High School	1,469	237	16.1%
Total	8,932	917	

Source: Miami-Dade County Schoolboard, October 2019

The figures in Tables 5 and 6 do not account for students with special needs who attend private schools within Miami-Dade County or students who attend any schools in Broward County. Because there isn't an entity that reports data for all the private schools in Miami-Dade County, it is difficult to ascertain the number of students with disabilities that reside in Miami Lakes and attend these schools. However, it is possible to

get an idea regarding the number of residents with disabilities who attend schools in Broward through the John M. McKay Scholarship program. According to the Florida Department of Education, “the John M. McKay Scholarships for Students with Disabilities program allows parents of students with disabilities to choose the best academic environment for their children. This program provides eligible students the opportunity to attend a participating private school or transfer to another public school.” This program affords students with disabilities the opportunity to attend schools across county lines.

According to Broward County Schools, there are a total of ten students with special needs who live in Miami-Dade County but attend **public schools** in Broward County through a McKay Scholarship. One of the ten resides in Miami-Lakes, seven in Miami Gardens, one in Bal Harbour, and one in Homestead. Nevertheless, it is important to note that these figures only consider the zip code that was used when the parent applied for their child. In other words, if the family lived in another city in Miami-Dade County when their child got accepted into the McKay Scholarship program, but then they moved to Miami Lakes, they would not show up on this list. One of the residents interviewed affirmed their child was on the McKay Public School Scholarship, which validates the data that at least one student with this scholarship resides in Miami Lakes. As it concerns the number of students with disabilities from Miami-Dade County on a McKay **private** School scholarship that attends a school in Broward County, there are a total of 214¹⁰. Due to privacy concerns, the figures per zip code are unavailable. However, through our interviews, we know that at least two residents are part of this total. These Miami-Dade County residents are attending a total of 48 participating private schools across Broward County. If we operate under the assumption that the majority of students who attend a Broward **private** school under the McKay scholarship live close to the county border line (as the majority of **public** McKay scholarship students do), then there is certainly a presence of students with disabilities in the north Miami-Dade region who travel across county lines in order to receive the education they seek. This further demonstrates the need that families have in north Miami-Dade County.

McKay Program Requirements

- Public school students counted in the prior school year's October and February FTE surveys, with an IEP or a 504 Plan that is effective for more than six months.
- The student is a foster child or a dependent child of a member of the U.S. Armed Forces who transfers to Florida due to a parent's permanent change of station orders.
- Students who received Specialized Instructional Services (SIS) under the Voluntary Prekindergarten Program during the previous year.

Source: Florida Department of Education

Table 7 breaks down the number of students classified under Exceptional Student Education (ESE) in Miami-Dade County public schools. Each school district is required to provide services to students in ESE programs between the ages of 3-21¹¹. In total, there are 37,664 students with an ESE primary exceptionality. Of those, 22,425 are enrolled in ESE courses or consultative services. (**Note:** this list does not include gifted students, who are also considered to have an ESE primary exceptionality.)

¹⁰ Florida Department of Education, Bureau of PK-20 Education Reporting and Accessibility, 2019

¹¹ Florida Department of Education <http://www.fldoe.org/academics/exceptional-student-edu/>

Table 7: Exceptional Student Education: Number of students enrolled in courses, 2018-2019

Program	Students enrolled in ESE Courses or Consultative Services	Students with an ESE primary exceptionality
Autism spectrum disorder	4,459	5,839
Deaf/hard of hearing	370	467
Developmentally delayed	2,017	2,666
Dual sensory impaired	9	10
Emotional/behavioral disability	1,529	2,040
Established conditions	75	77
Hospital/homebound	334	334
Intellectual disabilities	2,289	2,352
Language impaired	1,282	1,713
Orthopedically impaired	146	231
Other health impaired	2,038	5,026
Specific learning disability	6,293	14,757
Speech impaired	1,468	1,982
Traumatic brain injured	20	36
Visually impaired	96	134
Total	22,425	37,664

Source: Miami-Dade County Schoolboard, 2019

According to the school board, the program with the highest number of students is the specific learning disability program, with 6,293 receiving services (though there are 14,757 classified with this ESE). The programs with the next highest students enrolled in ESE courses or consultative services are students with Autism Spectrum Disorder (4,459), students with intellectual disabilities (2,289), students with an "other" health impairment (2,038), students that are developmentally delayed (2,017) and students with an emotional/behavioral disability (1,529).

The programs with the least amount of students enrolled in ESE courses or consultative services include students that are dual sensory impaired (9), students with traumatic brain injuries (20), students with

established conditions (75), and students that have a visual impairment (96). This information is only available on a countywide level, to avoid individual student identification. As such, this breakdown by disability type is unavailable for schools in Miami Lakes. However, it can provide an idea of the common types of special needs that exist throughout the County.

Medicaid Waiver

Table 8 portrays the number of individuals receiving Medicaid Waiver and the number of individuals on the Medicaid Waiver waiting list in Miami-Dade County. In total, there are 5,112 individuals receiving Medicaid Waiver benefits in Miami-Dade County, while 3,828 are on the Medicaid Waiver waiting list. These figures demonstrate that at least 43% of individuals who have applied for Medicaid Waiver in Miami-Dade County are not receiving the care they need.

Table 8: Medicaid Waiver and Medicaid Waiver Waitlist by Region

Region	Medicaid Waiver	Waitlist	Total
Miami Lakes	28	16	44
Miami-Dade County	5,112	3,828	8,940

Source: Agency for Persons with Disabilities, 2019

Table 8 also shows the number of individuals in Miami Lakes who are receiving Medicaid Waiver (28) and those who are on the waiting list (16). It demonstrates that at least 36% of individuals in Miami Lakes who have applied for Medicaid Waiver are not receiving the care they need. When these figures were presented to the Town's Special Needs Advisory Board, members were adamant that the Miami Lakes figures were low. One member asserted she personally knew more than 28 individuals who are receiving Medicaid Waiver that reside in the Town. When asked, the Agency for Persons with Disabilities explained that the numbers represent the individuals who identified "Miami Lakes" as their city of residence in their Medicaid Waiver applications. If an individual stated they reside in "Hialeah" or "Miami," then they would not be counted in this breakdown.

Table 9 depicts the number of individuals receiving Medicaid Waiver by zip code. These three zip codes are the zip codes that include the Town of Miami Lakes. However, they go beyond the Town

Florida Medicaid

Program Description

Florida Medicaid is the state and federal partnership that provides health coverage for selected categories of people in Florida with low incomes. Its purpose is to improve the health of people who might otherwise go without medical care for themselves and their children.

Program Requirements

In order to qualify for this benefit program, you must be a resident of the state of Florida, in need of health care/insurance assistance, and whose financial situation would be characterized as low income or very low income. You must also be a U.S. national, citizen, or have satisfactory immigration status. To qualify for this benefit, you must:

- Be over the age of 64; or
- Be pregnant or have a child 18 or under; or
- Be blind or disabled; or
- Have a child, parent, or spouse in your household who is blind or disabled
- In order to qualify, you must have an annual household income (before taxes) that is less than or equal to the following amounts:

Household Size	Maximum Income (per year)
1	\$16,612
2	\$22,491
3	\$28,369
4	\$34,248
5	\$40,127
6	\$46,005
7	\$51,884
8	\$57,762

Source: Benefits.gov

boundaries and include individuals who reside in areas of Hialeah, Hialeah Gardens, and Miami Gardens. Despite this, it paints a more accurate picture of the number of individuals who are both receiving Medicaid Waiver benefits and who are on the waiting list for Medicaid Waiver in the area. Of note, it shows that in each of the three zip codes, there are more people on the waitlist than there are individuals who are receiving Medicaid Waiver benefits. This table further sheds light on existing service gaps in the north region of Miami-Dade County.

Table 9: Medicaid Waiver by Zip Code

ZIP Code	Waiver	Waitlist	Other Active	Grand Total
33014	61	64	3	128
33016	78	79	5	162
33018	75	99	5	179
Total	214	242	13	469

Source: Agency for Persons with Disabilities, 2019

Transportation

Table 10 shows ridership figures for the County's Special Transportation Service (STS). STS offers door-to-door services for individuals with special needs throughout the County¹². The service is available 24/7 for a fee of \$3.50 one-way. As of December 2019, there is a total of 32,931 active STS clients in the County. According to the Department of Transportation and Public Works, STS provided over 1.7 million rides between October 2018 and September 2019. However, they do not track data based on cities or zip codes. Therefore, it is challenging to determine how often STS is used in Miami Lakes and how many active clients there are from within Miami Lakes.

A couple of participants mentioned they had used STS on occasion to pick them up within the Town. Unfortunately, they explained they do not use STS often due to unreliable wait times. In addition to STS and the County's public transit, the Town also uses Freebee services to provide free transit to residents within the Town. To access Freebee's services, residents can either call a driver

Table 10: STS Ridership Figures

Region	Active Clients	Total Rides in FY 18-19
Miami-Dade County	32,931	1.7 million
Miami Lakes	N/A	N/A

Source: Miami-Dade County Department of Transportation and Public Works, 2019

directly or request a ride using the Freebee app. The call feature accommodates older adults and individuals with disabilities. Transportation needs will be described in more detail in the **Accessibility and Transportation** section.

¹² Miami-Dade County Special Transportation Service
https://www.miamidade.gov/global/service.page?Mduid_service=ser1471890065439510

Employment

Vocational Rehabilitation (VR) is a federal-state program that aids individuals with special needs in finding and maintaining employment¹³. VR stated that they are currently serving over 9,500 consumers in Miami-Dade and Monroe Counties during the 2018-2019 fiscal year. They also stated they had placed over 900 individuals with special needs into employment during this time period. VR informed the research team that they do not have a waiting list for services. According to VR, statistics per city and zip codes are not maintained. They were solely able to provide information on Miami-Dade County and Monroe County combined. Thus, there isn't any VR data for the Town of Miami Lakes. When the Town's Special Needs Advisory Board received these figures, they asserted that VR does not provide enough services or resources for the special needs community. One parent further expressed that the reason VR does not have a waiting list is that they frequently turn people away who are trying to receive services. Another resident described that the lack of assistance VR provides is disheartening. Just one interviewee expressed a positive experience with VR offices.

Comparison with Benchmark Cities

For benchmarking purposes, the Town of Miami Lakes was compared to other cities in Florida of similar size. They were compared on the basis of: having an ordinance or resolution related to special needs, whether they have a specific inclusion policy, whether they have a board or committee related to special needs, and whether they offer social or recreational programs specifically for individuals with special needs. The majority of cities answered "no" to these questions. However, many of them stated they strive to be inclusive and individuals of all abilities are both welcomed and encouraged to participate in offered programming. Other cities like Key West, Rockledge, and Estero stated their respective counties handle social/recreational programs for individuals with special needs. Indeed, counties tend to offer services for the special needs community, though they tend to be centered in specific areas of the county. In Miami-Dade, for instance, many County provided services for the special needs community tend to be in the south Miami region. It is therefore difficult for individuals in Miami Lakes to regularly attend these programming opportunities.

Compared to the following cities in Table 11, the Town is one of two cities with a special needs board or committee. The Town is one of four cities with an ordinance or resolution related to individuals with special needs. Only one of the listed cities has an inclusion policy, though the Town of Miami Lakes' Special Needs Advisory Board is in the process of creating one, according to a Town representative. Moreover, three other cities stated they have social or recreational programming for individuals with special needs: Temple Terrace, Parkland, and Lauderdale Lakes. (**Note:** The City of Parkland stated their programming is adaptable to individuals with special needs, not necessarily solely for individuals with special needs. They also have a sports policy specifically for the inclusion of individuals with special needs.) The Town of Miami Lakes' workforce transition skills program and it's recently added parents support group are considered as a social/recreational program within the Town. However, the Town does not have sports or other types of activities for individuals with special needs. (**Note:** more cities were contacted in relation to Table 11 but did not return records requests in time.)

¹³ Florida Department of Education, Division of Vocational Rehabilitation <http://www.rehabworks.org/>

Table 11: Cities of Similar Size in Comparison

City	Population Size	Ordinance/Resolution	Inclusion Policy	Boards or Committees	Social / Recreational Programs
Key West	24,565	No	No	No	N/A
Rockledge	24,926	Yes	No	No	N/A
Sebastian	25,719	No	No	Yes	No
Temple Terrace	26,471	No	No	No	Yes
New Smyrna Beach	27,229	No	No	No	No
Town of Miami Lakes	31,050	Yes	No	Yes	Yes
Dania Beach	32,271	No	No	No	No
Estero	33,474	No	No	No	N/A
Parkland	33,631	Yes	Yes	No	Yes
Lauderdale Lakes	36,324	Yes	No	No	Yes

Source: Public Records Requests



Findings

Findings

This section describes the findings from the focus group and interviews that were conducted by the Metropolitan Center with members of the Town of Miami Lakes community. There was a total of forty-five individuals who participated in the study. Of those, thirteen are caregivers or parents, twelve are medical/health providers, seven are individuals with special needs, six are Town officials (including Town staff, councilmembers, and law enforcement), five are educators, and two are business owners. For more information on the process used, please see the **Methodology** section. To see the questions that were asked, please see **Appendices A and B**.

What is inclusion?

To better understand the perspectives of those interviewed, participants were asked to define inclusion and what it means to them. For the most part, participants agree that inclusion means meaningful access to events and public spaces for individuals of all abilities. Inclusion also incorporates respect in a welcoming community. The word cloud below incorporates the different responses that were given to this question on inclusion.



The conversations we had were informative to the needs that exist amongst the local special needs community. We identified nine major themes throughout the discussions. This next section will explore each theme in more detail.

- Safety for Individuals with Special Needs
- Community Awareness
- Employment Opportunities
- Social/Recreational Activities
- Mental Health Issues that Affect the Special Needs Community
- Financial Strain in the Special Needs Community
- Educational Needs
- Accessibility and Transportation Needs
- The Need for Integrated Resources

Safety for Individuals with Special Needs

Safety came up frequently during resident interviews. When it concerns safety in public spaces—such as community centers, parks, roads, and sidewalks, participants shared positive experiences. When it comes to safety from local first responders, participants voiced their concerns. Most felt that local first responders might not be trained to identify an individual who has a special need or assist an individual with a special need. This concern for safety is based several instances locally and nationally that make the community feel frightened. Several years ago, there was a case in North Miami in which a caregiver was accidentally shot while police were aiming

"The community is unaware of what is safe and what isn't. If the community is equipped to know what to do in the event of an emergency, then that can relieve a burden on a family who wants to allow their teen/adult with special needs to spend time at a park by themselves, for instance. But families are scared, so they don't. In fact, many families do not take advantage of freebee services for this very reason."

– Local medical provider

at an autistic adult who had a toy truck in his hand¹⁴. This case received national coverage, and because of its proximity may have alarmed the local special needs community. The Ruderman Family Foundation estimates that about half of individuals shot by police have some type of disability (this number includes those with mental health issues)¹⁵. The Town's police chief noted that there had not been local incidents when it comes to individuals with special needs, to his knowledge. Moreover, he informed us that officers had undergone autism training and they can choose to continue getting training through the police bureau's training department¹⁶. However, when focus group participants were made aware of this, they were still uncomfortable and were interested in understanding what the training curriculum entails. Moreover, they brought up that while the police may be trained to handle cases related to individuals with autism, they may not understand how to handle cases involving individuals with other special needs. Participants would like additional training to be prioritized.

There are serious ramifications to being concerned of a lack of safety and training in the community. It can affect a family's social life, their interactions with others, and their interactions with local businesses and public spaces. Some families reported having to stay indoors to avoid interacting with others in the event that their child is triggered and has a public episode. One caregiver stated that the individuals she assists tend to be taught to fear police enforcement. This tactic came up often in conversation as it is used by parents and caregivers to modify behaviors among individuals with special needs. However, it causes panic and may make an individual with special needs unlikely to seek out law enforcement for assistance. The aforementioned caregiver stated she often takes individuals with special needs on field trips to visit the Miccosukee police, so they are taught to be comfortable around police officers.

During an interview, one educator stated one of her students often asks her, "what if there is an active shooting, and I am in contact with a police officer? I already look suspicious, I talk to myself, and I pace. What do I do?" This apprehension speaks for many families and individuals with special needs. It is vital to numerous participants that Town staff and first responders are trained properly to accommodate individuals

¹⁴ <https://www.washingtonpost.com/news/morning-mix/wp/2016/07/21/fla-police-shoot-black-man-with-his-hands-up-as-he-tries-to-help-autistic-patient/>

¹⁵ https://rudermanfoundation.org/white_papers/media-coverage-of-law-enforcement-use-of-force-and-disability/

¹⁶ FIU Metropolitan Center Interview, 2019

with special needs. They also suggested having workshops and public service announcements on social media to educate the community on special needs and how to be more understanding.

Community Awareness

The majority of those we interviewed believe that the community lacks awareness of the special needs population. Part of the issue is that individuals with special needs tend to be segregated in schools. They are also not typically integrated into local social/ recreational activities. Moreover, not many are employed and therefore there is a lack of representation in local businesses. For those that have invisible disabilities (disabilities that are not immediately apparent), it makes it even harder for others to be aware of their needs. All combined, the special needs population gets overlooked, which produces unfortunate and serious consequences. An owner of a local nonprofit that provides recreational services in the Town reported that on several occasions, parents have complained and informed them they would not allow their children to take any classes including kids with special needs. This is a prime example of the stigma that exists concerning the special needs community. Among other consequences, the non-profit owner mentioned this stigma keeps friendships from forming, permeates a lack of understanding in the community, and limits all parties from having a broader worldview. One parent shared a story of how her son with autism was able to complete his First Communion Class at Our Lady of the Lakes Catholic Church. The church had experience in assisting individuals with autism and designed a modified curriculum to fit his needs, so he was able to succeed. This example showcases how awareness can contribute to inclusion.

Interviewees had several suggestions on how to address community awareness. One resident suggested the Special Needs Advisory Board could adopt or create a program similar to "Best Buddies® Citizens." This program would foster friendships amongst those with and without special needs, which creates a more inclusive community. As brought up in the **Safety** section, residents also mentioned it would be beneficial to produce public service announcements or workshops to better educate the community on special needs.

Employment Opportunities

There is a lack of employment opportunities for individuals with special needs. According to the U.S. Bureau of Labor Statistics, 19.1% of those with a disability were employed in 2018. In contrast, 65.9% of individuals

Best Buddies Friendship Programs

These programs build one-to-one friendships between people with and without intellectual and developmental disabilities (IDD), offering social mentoring while improving the quality of life and level of inclusion for a population that is often isolated and excluded. Through their participation, people with IDD form meaningful connections with their peers, gain self-confidence and self-esteem, and share interests, experiences, and activities that many other individuals enjoy.

Best Buddies® Citizens

Supports the development of friendships between adults with and without IDD in corporate and civic communities. Many people with IDD have limited opportunities for social interactions after they leave the school environment. This program helps people with IDD become part of mainstream society and creates an inclusive and diverse community for all.

Source: Best Buddies®

without a disability were employed during the same time period¹⁷. This is a particularly challenging issue, especially for those with disabilities that are considered high functioning.

Employment can be a hurdle because there are caps to how much someone can earn, otherwise individuals may lose their benefits. In addition, one participant noted she does not mark that she has a disability when applying to jobs or at interviews for fear of being discriminated. Without access to employment, individuals with special needs often struggle with a sense of purpose. This may affect their mental health, as discussed in the **Mental Health** section. An individual stated, "I walk around Miami lakes and see tons of small shops and think, 'why can't people with special needs work here?'" Another participant expressed concern that local businesses may be unaware that there are tax breaks when hiring individuals with special needs. Moreover, they may be unaware there are organizations such as DMF Employment Opportunities that serve to job carve employment that fits the needs of both the organization as well as the individual with special needs. At least one Town resident uses DMF Employment Opportunity services and has employment within the Town. The local UM/NSU CARD Branch also stated they are willing to collaborate with the Town to educate local businesses on the benefits of hiring individuals with special needs and associated trainings for staff. In the last year, for instance, they provided trainings for staff at the local restaurant, Mayor's Café.

As briefly mentioned in the **Town History on Special Needs** section, the Special Needs Advisory Board started a workforce transition skills program. The purpose of this program is to provide skills for individuals with special needs leaving high school and entering the workforce. This endeavor had mixed reviews from individuals interviewed. Some mentioned that it was life-changing for the participants and taught them valuable skills. Others stated there was a definitive lack of wrap-around services. They mentioned the program would be more successful if there was more of an emphasis on employing participants after their completion of the program. Of the seven that participated in the pilot program, four were considered ready to be employed. Although the program connected these participants with organizations like Vocational Rehabilitation, interviewees noted it did not guarantee employment or specific skills for a specific industry. Moreover, some interviewees also mentioned that the program was limited in size and diversity of individuals with disabilities. They would like to see the program grow and expand to include more individuals with different disabilities to limit members of the community from being turned away. One participant suggested it would be beneficial for the Special Needs Advisory Board to partner with the Economic Development Committee and host an information session for local businesses to hire individuals from the special needs community. This partnership could encourage businesses to employ participants from the transition skills program.

Social and Recreational Activities

Within the Town of Miami Lakes, there exists a wide variety of organizations that provide services to the special needs community. Participants mentioned using such services offered by organizations like Nicklaus Children's Hospital, UM/NSU CARD, and Vocational Rehabilitation. They also mentioned using local applied behavior analysis (ABA) therapists, physical therapists, and mental health therapists, among others. However, many participants also brought up other cities that they visit for services,

either at organizations located in these cities or by programming directly offered by cities, as shown in Table 12. This table describes the population size of the city, whether they have an ordinance or resolution related

"My sister is in an age group where there just isn't anything that exists for her. The elderly committee is too old, and other programs are geared towards the youth. Aside from family, she doesn't really have a social life. "

— Caregiver to a sibling with an intellectual disability

¹⁷ United States Department of Labor, Persons with a Disability: Labor Force Characteristics Summary. February 26,2019.

to special needs, whether they have an inclusion policy, whether they have a special needs board or committee, and whether the city provides social/recreational programs.

Table 12: Other Cities Participants Visit for Services

City	Population Size	Ordinance/Resolution	Inclusion policy	Boards or Committees	Social/Recreational Programs
Doral	61,824	Yes	No	Yes	Yes
Weston	71,210	No	No	No	No
Miami Beach	91,718	Yes	Yes	Yes	Yes
Miami Gardens	113,069	Yes	No	No	Yes
Hialeah	238,942	Yes	Yes	No	Yes

Source: MC Interviews and Focus Group

The City of Doral was mentioned several times for instance. Like Miami Lakes, Doral also has a Special Needs Advisory Board. The City offers ample programming for individuals with special needs. Some of their programming includes dance classes, wellness and martial arts, and afterschool educational programs¹⁸. When asked, their Special Needs Coordinator stated their programs are typically filled to capacity with approximately 75% of participants residing within Doral and the other 25% residing in cities from various parts of Miami-Dade County.

Other cities that interviewees mentioned include Weston, Miami Beach, Miami Gardens, and Hialeah. Weston was the only city that stated they do not offer social or recreational programming specifically for individuals with special needs. However, participants mentioned they often go to Weston for services provided by nonprofits and other organizations in the area, such as

“Both of my children’s whole lives have been in other cities because of a lack of programming in the Town. One child does not have special needs but has had to partake in activities in other areas because of feasibility. As a result, neither of them get to spend time with kids in this community.”

– Parent of a child with an ambulatory disability

the YMCA. The City of Miami Beach has a committee related to special needs. Their committee is called “Disability Access Committee” and their purpose is to “to review, formulate, and coordinate information, suggestions, proposals, and plans, and to address complaints from the general public to provide more conveniently accessible facilities, public buildings, streets, sidewalks, and programs for the persons with disabilities in the City¹⁹.” One of the accommodations the City offers includes free manual or motorized beach wheelchairs for those with mobility impairments to be able to access and enjoy the beach²⁰. The City

¹⁸ City of Doral, <https://www.cityofdoral.com/all-departments/parks-and-recreation/programs-and-sports/program-events/special-needs/>

¹⁹ City of Miami Beach, https://www.miamibeachfl.gov/city-hall/public-works/ada/americans-with-disability-act/#_d

²⁰ City of Miami Beach, <https://www.miamibeachfl.gov/city-hall/public-works/ada/beach-wheel-chair-access/>

of Miami Gardens holds a Special Olympics and they also have a program called Project Victory. This program is “designed to provide work related experiences for students with disabilities by developing social, emotional, and employability skills essential for employment and success in the workplace.”²¹ Lastly, the City of Hialeah offers a multitude of social and recreational programming. They have the STEP Ahead Youth Enrichment Program, partially funded by the Children's Trust. This program offers free afterschool and summer camp activities for high school students with intellectual disabilities. The goal is to facilitate the shift from high school to the workforce. Another program they offer is the City's Special Populations Program, which is a day program for adults with disabilities between the ages of 16-65. The City states "parents of participants benefit from the shared community life that revolves around the center as well as a safe haven for their adults while they are away at work." In addition to several other programs offered, the City also participates in Project Victory.

Table 13 lists the various organizations and programming that participants mentioned regularly traveling to during the focus group or interviews. The types of service most prevalent from the list include education and recreation services. For organizations that are not within the Town of Miami Lakes, the average mileage to these destinations is 18 miles from the Town. While this is not an exhaustive list of the organizations participants travel to, it serves to provide an idea of the types of services they utilize and the distance these services are from the Town.

Table 13: Organizations and Programming Mentioned by Participants

Organization	Type of Service	City	Miles from Miami Lakes
Divine Academy of Broward	Education	Hollywood, FL	20
Angels Reach Academy	Education	Hialeah Gardens, FL	5.6
The Wow Center	Education	Miami, FL	20
Florida International	Education	Sweetwater, FL	15
Sandra Delucca Center	Recreation	Miami, FL	13
DMF Employment	Employment, Social	Miami, FL	25
UM/NSU CARD	Client and Family Support,	Miami Lakes, FL	0
JAFCO – Children's Ability	Arts, Recreation, Family	Sunrise, FL	28
UHealth Mailman Center for	Health and Wellness	Miami, FL	19
Vocational Rehabilitation	Employment, Social	Miami Lakes, FL	0
Arts for Autism	Arts, Recreation, Dance	Miami Lakes, FL	0
City of Miami Beach –	Recreation, Sport	Miami Beach, FL	
Hope for Autism	Family and Social Support	Miami Lakes, FL	0
Nikolaus Children's Hospital	Health and Wellness	Miami Lakes, FL	0
YMCA	Recreation	Weston, FL	22
City of Doral	Recreation, Sport	Doral, FL	10
City of Plantation	Recreation	Plantation, FL	28

Source: MC Interviews and Focus Group

²¹ Miami Dade County Schools

Unfortunately, many stated that the Town lacks accommodating services for individuals with special needs. Several times, the lack of accommodations at large events came up. Participants described that having an accommodations tent at major events would be helpful. This accommodations tent could include a sensory station, noise-canceling headphones, wheelchair rentals, or a small resting area. A golf cart to transport individuals to bathrooms or parking lots would be helpful as well. These accommodations work well because they are inclusive in nature. For instance, a resting area helps individuals who have physical limitations as well as those who are fatigued. As one caregiver mentioned, she enjoys sitting and escaping loud noises at times during events.

In addition to wanting more accommodating services, participants noted a definitive lack of social and recreational activities for the special needs community in the Town of Miami Lakes. This is not a unique issue to the Town—but it does speak to a problem that exists in the greater region. Individuals stated that they often must drive upwards of 40 minutes each way to get to other cities that have social or recreational activities for individuals with special needs. Some

residents even stated they have considered moving away from the town in order to get the services they need for their loved ones. One caregiver mentioned that her family simply does not have the time to get their loved one to such activities because of the drive and hassle. Others are just unaware that any social/recreational activities exist, to begin with.

After speaking with the community, it was evident that more social and recreational services are needed—either within or near the Town. Social activities allow individuals with special needs to participate in their community, meet others, and have fun. It also allows for a safe and accommodating environment that relieves a burden on caregivers and family members. Many types of activities were suggested, including a variety of support groups, workshops, jobs and skills courses, and sports activities. As mentioned in the **Community Awareness** section, a program similar to Best Buddies® was discussed. One parent mentioned that the school her child attends has a Best Buddies® chapter. It has given her daughter the opportunity to make friends with kids of various abilities in her school. Another participant noted that there are plenty of opportunities for individuals with special needs to volunteer at Town events. As mentioned, "the special needs population oftentimes struggles with having a sense of purpose. Volunteering opportunities allow them to be integrated into the neighborhood while giving adults and adolescents with special needs the chance to actively participate in their community." Recruiting individuals with special needs to volunteer at Town events may be beneficial in bringing together the community.

A social skills and job skills course could also offer specific tools so that teenagers and adults with special needs learn the skills they need to succeed in the workforce. As explored in the **Employment Opportunities** section, job opportunities for those with special needs are scarce. One adult with autism stated he would enjoy a computer class or a math class for individuals with special needs. These courses provide practical skills that could assist with employment opportunities.

Furthermore, the local library branch stated they would love to work with the Town in providing a space for special needs activities or collaborating on programming. However, much of the programming they can offer is dependent on funding and staff capabilities. They voiced that if training becomes available (through the Town or other funding sources), they are eager to offer related services for the special needs community. Some of the programming other branches have offered include sensory friendly storytime, (Coral Reef Branch) sensory friendly family films (Homestead Branch), music therapy (Naranja Branch), and art therapy (Pinecrest Branch). The library's commitment is just one example of an agency within the town who would be willing to collaborate on programming for special needs.

"Every single student with special needs that I've assisted at my job is scared of making friends, even amongst others with special needs. They don't know how to talk to each other or with their classmates."

– Local educator

Mental Health Issues that Affect the Special Needs Community

Addressing mental health needs was of great importance to participants, particularly parents. Several expressed that mental health issues are common amongst individuals with special needs as well as their families. This finding is consistent with other studies. It is worth noting that seeking mental health treatment is stigmatized, particularly in the Hispanic community²² (which makes up 85.8% of the Miami Lakes population²³). Normalizing mental health counseling and providing opportunities that encourage people to speak about their struggles would make a difference for the community. According to a study, “social participation, made possible through the opportunities the neighborhood provides for social interaction as well as the social networks present within the neighborhood, is linked to improved mental health.”²⁴ In fact, families of individuals with special

needs who live in neighborhoods perceived to be friendly and socially supportive—through parks, services provided, local conditions, and more—tend to “fare better” than families in communities without this sort of social support. Additionally, there is a strong link between physical environments and mental health. Utilizing local parks to bring together individuals of all types of abilities is a helpful tool in addressing mental health issues.

"My daughter jumped off a second-story window. She is gifted, has autism, has held jobs—but she suffers from clinical depression and bipolar disorder. She struggles from the stress of meeting her own expectations. Thankfully, she survived and is receiving help, but there are others who aren't as lucky."

- Parent to a young adult with autism

"At times, I have comped sessions for families because I know they cannot afford my services—but I also know their child needs them."

— Local mental health therapist

In the Town of Miami Lakes, Psychology Today reports there are eleven therapists specialized to assist individuals with learning disabilities, six for individuals with Autism, six for individuals with developmental disorders, five for individuals with intellectual disabilities, and three who assist with chronic illnesses²⁵. Some of the mental health issues that we heard of from participants include anxiety, depression, post-traumatic stress disorder, and bipolar disorder. One parent stated that “high functioning kids get depressed once they realize they are different.” Another parent explained how there could be a great deal of stress and anxiety among adolescents with special needs that occur when they compare their abilities to their siblings or others at school with special needs. They further explained that it could lead to frustration and a lack of confidence. At the focus group, one

parent mentioned that their child's school only has a couple of counselors to assist the hundreds of students enrolled. This may implicate that even at the school level, resources for addressing mental health are not enough. A few caregivers, medical professionals, and parents also expressed how difficult it is to pay for mental health therapy. At times, even if it is covered by insurance, it can be hard to find a mental health

²² Caplan, S. (2019). Intersection of Cultural and Religious Beliefs About Mental Health: Latinos in the Faith-Based Setting. *Hispanic Health Care International*, 17(1), 4–10.

²³ 2018 U.S. Census Bureau ACS 5-Year Estimates

²⁴ Applied Research Quality Life (2017), Andrew Whitehead

²⁵ Psychology Today, January 2019

therapist that is specialized in assisting individuals with certain special needs. For those that have a cognitive disability, it may be even more difficult to find the right type of care.

Severe trauma can occur among youth with autism who have been “Baker-Acted,” according to a local autism services provider. They stated that, unfortunately, there had been instances throughout the county in which schools who do not understand how to handle a child with special needs and believe they are a threat to themselves have called the police, for children as young as eight years old. The child then gets taken and placed in a high-stress, unfamiliar environment that may cause them anguish. The Baker Act, initially established in 1971, was meant to protect those who suffer from mental health disorders from themselves and others, though it sometimes misses the mark if used as a first resort. According to the University of South Florida Baker Act Reporting Center, Miami-Dade County had a total of 28,611 baker act exams in FY16-17, resulting in 1,059 exams per 100,000 residents. This was higher than neighboring counties of Broward (798 per 100,000) and Palm Beach (668 per 100,000). Furthermore, almost half (48.7%) of the total Baker Act exams were a result of law enforcement requests, and there was a 5.7% increase from FY15-16 to FY16-17. A local police officer who was interviewed confirmed that he had responded to local calls, which resulted in using the Baker Act, though he explained that this does not occur with regularity. At the start of his career, he noted that using the Baker Act was seen as a solution to a problem, while now it is seen as a last resort. Although the Baker Act does not frequently occur in Miami Lakes, some parents expressed worry that it could be used against their child.

As mentioned earlier, families of individuals with special needs may also suffer mental health issues. One parent stated her marriage ended, largely due to the stress generated from caring for their child with special needs. In the focus group, several participants also reported knowing many families whose marriages have ended. One couple stated that although theirs has not ended, it *has* undergone much strain.

Suggestions for addressing mental health include a variety of support groups, mental health seminars, as well as social and recreational activities. A mental health therapist asserted that socializing with others undergoing similar issues can improve mental health significantly. A local speech pathologist shared her experience in starting a support group for stuttering adults. She stated it is a low-cost tool with tremendous benefits to those with special needs. During an interview, one mother stated that she attends a parent's support group at her child's school (in Broward); they discuss topics like nutrition, puberty, and social skills. She stated it had made a great impact on not just her life but also her child's life because of the tools she's gained and how she has learned to navigate certain topics. Several interviewees recommended it would be valuable for the community to have a support group for individuals with special needs as well as one for parents and caregivers. Focus group participants, as well as an employee from UM/NSU CARD, informed us that while the local autism community meets regularly through the Hope for Autism organization, they were unaware of any other type of support group related to special needs in the Town of Miami Lakes. Another medical professional indicated that exercise is incredibly important in

"Through my profession, I host a support group for the stuttering population. We meet once a month in south Miami; I set a topic for the meeting, and I let them know it is ahead of time. The results have been incredible. It has changed them emotionally; it is a release for them to talk and not feel judged. Many of them have become friends and meet up afterward. I can see something like this happening in Miami Lakes. Support groups don't take off immediately, so it is important to have a consistent time and date when they are being hosted. The day you cancel might be the day a newbie shows up. I started using social media to get people interested. It isn't as scary to join when you see other people's faces."

– Miami Lakes resident, Speech Pathologist

combatting mental health issues; as such, he highly recommended the Town incorporate sports programming for individuals with special needs. As we will discuss in the **Services** section, there are far and few social and recreational opportunities for individuals with special needs in the region. To get such services, residents with special needs often travel to other cities.

Financial Strains in the Special Needs Community

There are high costs associated with receiving medication, therapy, medical equipment, and other necessary resources for individuals with special needs. For elderly individuals, long-term care and functional declines like dementia carry a huge financial burden for families or for themselves. There is also a long waiting list for benefits such as Medicaid Waiver. Participants stated that it is difficult to qualify for benefits like Supplemental Security Income (SSI). This means that individuals who could be covered are not receiving the care or services they need. In order to receive SSI benefits, a person's assets must not be worth more than \$2,000, or up to \$3,000 as a couple. They must also have less than \$791 a month in unearned income (\$1177 as a couple). Earned income is limited to \$1,627 a month (\$2,399 as a couple). However, this number may be even lower if they are employed as employment affects SSI eligibility based on disability types.²⁶ In both the interviews and the focus group discussion, participants affirmed that they need

"I have begged, borrowed, done whatever I needed to do so I could help my daughter."

– Parent to an adult with special needs

"In our three-person household, we spend over \$17,000 a year on health insurance due to my son's special needs. I am lucky his ABA therapist and psychologist assist with sliding fees—otherwise, I don't know how we would manage. I am forever indebted to them."

– Parent to a teenager with special needs

advocacy to ensure that 1) those who have coverage continue to receive coverage, 2) those who are on waiting lists are able to get the care they need, and 3) those who are not currently covered, have a pathway to become covered. One mother we spoke to said she had to quit her job in order to qualify for Medicaid Waiver so her child could receive the services he requires. This is not an uncommon phenomenon. Parents often are forced to decide whether to continue working or quit so that they could fall under the income bracket that allows them to receive certain benefits. If their household income goes over the allowed amount, their child with special needs may not be able to receive proper medical care. During the focus group, a resident

stated he and his wife have filed for bankruptcy twice so they could afford to give their child proper resources. One interviewee also stated she has had to file for bankruptcy numerous times in her quest to provide her daughter with the therapies she needs.

As discussed in the **mental health** section, it can also be difficult to find the right type of care for a special need. According to one participant, it typically involves a great deal of trial and error and multiple types of therapies to assist an individual with special needs. A young adult in the focus group stated that in order to get her arthritis medication, she often spends several hours on the phone connecting with insurance companies and other agencies. She said, "it's even more complicated for me because I work full-time, and many of these companies are only open during business hours." In her case, she once spent 10 hours

²⁶ <https://www.ssa.gov/pubs/EN-05-11015.pdf>

"I applied for SSI, but because I have a job, my daughter's application was denied.

– Parent to a child with special needs

during her work week going back and forth with various agencies so she could get the medication she requires. Thankfully, her job was understanding—but others may not be. Without her arthritis medication, she risks the disease flaring, which can cause debilitating joint damage. In that particular instance, her insurance company only allowed her to have one month's worth of medication. This meant that several weeks after this 10-hour series of phone calls, she had to go through the process once again.

Another aspect affecting individuals with special needs is accessing their treatments. An interviewee shared, "after you

suffer a stroke, you typically only have access to six sessions of speech therapy covered by insurance. That is nowhere near enough, and there are major quality of life implications for those who do not have the means to continue with therapy." In addition, several participants stated that many specialized doctors might not accept Medicaid. To access specialized care, some participants expressed they must typically pay out of pocket.

Educational Needs

Students with special needs have access to many resources that are typically expensive and out of reach for families otherwise. Students with special needs can remain in the public-school system until they are 21 (to be exact, until the end of the school year in which the student turns 22)²⁷. Once students with special needs graduate high school, they are often capped out of many of the services they had at their disposal in primary and secondary education. However, as we will explore, even at schools, some parents stated the system can be difficult to navigate.

Recent figures show that Miami Lakes has **917 students** with disabilities enrolled in the six local public schools—Barbara Goleman Senior High School, Bob Graham Educational Center, Miami Lakes Middle School, Miami Lakes K-8 Center, Miami Lakes Educational Center, and Hialeah-Miami Lakes Senior High

School (**note:** as stated in the **Data Analysis** Section, this does not include private school students or students who attend schools in Broward). Under the Individuals with Disabilities Education Act (IDEA), students with disabilities can have "free appropriate public education."²⁸ These students are equipped with an Individualized Education Plan (IEP) that is updated each year to keep track of a student's progress

"I had to hire an advocate for my child's IEP meeting for her to get the resources she needs and to make sure the school was being compliant. Schools are either not educated, or do not care, about being compliant. Advocates are the only way schools listen, but many families can't afford it and they don't know their rights. It is important that students are given every opportunity to flourish—but I'm not seeing that in the public-school system of Miami-Dade County."

-Mother to a child with an intellectual disability

"Training is needed for parents to navigate the school system. Even the ones who are educated still face many challenges."

– Educator

²⁷ Florida Department of Education <http://www.fldoe.org/academics/exceptional-student-edu/ese-eligibility/>

²⁸ United States Department of Education <https://sites.ed.gov/idea/about-idea/>

throughout the school year. The IEP covers a student's level of performance, areas of strengths, their needs, and their measurable goals for the school year. Parents meet with school administrators to go over the document and make any necessary changes to it. The IEP also allows families and administrators to indicate the accommodations and services that will be provided for students to be able to succeed. Unfortunately, some families and educators noted that the IEP meetings are difficult to navigate. One parent stated she hired an advocate to attend her child's IEP meeting to ensure that her child was given the resources she needed and that the school was doing everything in its power to accommodate her. She was previously unaware she could request having her child be picked up in a bus with air conditioning, for instance.

When it comes to accommodations, parents and educators reported that students with disabilities tend to have classrooms in unfavorable locations within schools. One parent mentioned their child's classroom looked more like a storage facility. An educator stated, "integration of students is very important. But not only that, the students with special needs should be in prime locations in schools. They tend to be in rooms meant to be storage closets, portables, and back of the schools where it is harder to get to, especially if they have mobility issues. I shadowed at one of the local schools, and the students with

emotional and other disabilities were in portables way in the back of the school. When it would rain these students would not have easy access to the bathroom. If a teacher needed help, they couldn't just go next door to another classroom because 'next door' is far away and they can't leave their children unattended. I believe the situation was remedied at this school, but it should have never been a problem to begin with." As this educator noted, students with special needs tend to be separated from typical students. Another parent noted that students with special needs often suffer bullying consequently due to the lack of

"Individuals with special needs are not provided with the same opportunities as others in school. I have encountered schools that do not allow therapists to work with the client inside the classroom because they claim it is disruptive. But then the effect is these students engage in maladaptive behaviors without the guidance they need. As a result, some students may end up expelled from school."

– Educator

"My daughter was not invited to go to her 5th grade dance or 5th grade graduation due to her abilities [at a school in the Town]. The school would not accommodate her. The school she is at now, in Broward, does. The inclusive environment has made such a difference in her life. The school even gets upset if I accidentally exclude her from activities like field trips!"

– Parent to a child with an intellectual disability

integration, and stated "how can these students participate in society if they are off in a corner somewhere? They need to be given opportunities and they need to be integrated." Another parent stated, "there should be self-contained classes for those that need the extra assistance, but the others should be integrated with the proper resources to make the transition successful."

Moreover, teachers tend to be overwhelmed. One speech pathologist stated she used to work at a nearby school and had an overwhelming number of 65 kids in her program. Another educator stated that when

"Principals set the tone for their schools. If they are educated and care about special needs, then those children are cared for and services are provided for them. Unfortunately, there is pressure in Dade for schools to be an 'A school' and anything that doesn't lead you there becomes an afterthought. Although there are laws and policies and procedures, every school has its own culture and it comes from its staff and its principal."

– Parent to a child with mobility difficulties

she was shadowing at a school located in the town, the special education teacher she assisted confided in her that she was looking for other jobs because there simply weren't enough resources available to support her work. The conditions in schools are not encouraging for those entering the profession. One educator noted, "teachers feel burned out. I have witnessed many leaving the profession to pursue something else. They are forced to do the bare minimum because they are stretched so thin." This point was affirmed by one educator who explained she chose to go into the private school system because she was dismayed

with the public-school system's resources. This reinforces the reasons why some parents decide to move their child to private schools or to schools located in Broward (as brought up in the **Data Analysis** section).

Accessibility and Transportation Needs

The Town of Miami Lakes is considered a walkable community, particularly in proximity to Town center. The number of parks and green spaces located within the Town were often discussed positively. As mentioned in the **Town History on Special Needs** section, the Town has been working on implementing its ADA transition plan since 2015 to improve sidewalk accessibility throughout the Town's neighborhoods. Participants shared mostly positive feedback as it concerns sidewalks and accessing both public and private spaces, especially considering the comfort provided by tree shade and greenery. However, there were some areas of dissatisfaction. For instance, at youth sporting events at Optimist Park or Royal Oaks Park, it can be hard for some individuals with physical disabilities to watch their loved one from the sideline. This may occur when the fields being used are far from sidewalks or restrooms. One resident shared that older adults with mobility issues may have a hard time getting their wheelchair to certain park areas to watch a grandchild play a game. A participant also noted that public restrooms are sometimes closed during the day. This can prove challenging for individuals with bladder issues or mobility issues to find a restroom in a timely manner. Another individual noted it would be helpful for events to have sensory disclaimers. They

"At the 4th of July event a few years ago, it started pouring rain, and everyone was running all around us. My sister has mobility issues, so we had to move slowly in the rain. It was a terrible experience. There weren't special accommodations, and we were parked very far. At a private event that also took place at a local park, this mobility concern was better handled with the use of golf carts. The golf cart took my sister to the restroom when it otherwise would have been an ordeal due to her mobility issues."

– Caregiver to a sibling with an ambulatory disability

stated “disclaimers for events are important to notify families of individuals with sensory sensitivity. This can be the difference between a family joining the community or staying at home and not participating.” A participant stated that for those with hearing impairments, microphones should be standard for amplification purposes. While microphones are already used at most Town events, for the smaller scale ones this would be useful. Both a parent and an educator stated that such amplification methods also carry the dual benefit of assisting individuals with attention deficit disorders to better focus.

Freebee came up often in conversation. Freebee is a free, electric vehicle company that provides first and last mile connectivity for Town residents to be able to “live, learn, and play.”. When interviewing Freebee co-founder, Jason Spiegel, he mentioned that between 60-70% of Freebee riders in the Town are older adults, which was the original purpose for providing Freebee in the Town. Over time, Freebee became more popular and there were points during the day in which the system became overloaded. When this became apparent, the service was expanded to meet local demands. Now, it is available 7 days a week with more vehicles and more operating hours. Students are now also accommodated for services after-school hours.

However, Freebee services were recently featured in a Miami Laker article, which has made it so popular that drivers have stated there is a need for more vehicles as they are unable to keep up with the demand. This sentiment was echoed by various members of the community. Some residents told us they have had to wait over an hour for Freebee to pick them up—in one case, a resident stated she missed her medical appointment due to the wait. One caregiver stated that her sister, who has an ambulatory difficulty, has had issues with Freebee not arriving on time, or not being able to reach drivers over the phone, or having drivers that can’t assist her getting into the vehicle. Since she requires a lift, if the van is in use then the Freebee driver must be strong enough to carry her in—which is reliant on the driver’s strength and capacity. Unfortunately, she has had instances in which the driver was unable to carry her and had to leave her behind. These experiences have been disappointing. This resident is not as encouraged to use Freebee as she was with the Town’s former on-demand bus, which was replaced by Freebee. In spite of this experience, when a Freebee driver was asked, he stated the wheelchair lift is not often requested (in the regular Freebee vehicle, not the van). In the past six months, this driver estimated using it between 3-6 times. Another issue with Freebee is that due to the expansion of hours, students now use it almost exclusively once they are out of school. As a result, some residents have been told it is better to request Freebee during times the students are not using

STS and Eligibility

Special Transportation Service (STS) is a shared-ride public transportation service of Miami-Dade County in compliance with the complementary paratransit service provisions of the Americans with Disabilities Act (ADA) of 1990. STS offers door-to-door transportation service from the main entrance of pick-up to the main entrance of drop-off locations.

The service operates 24 hours a day, 7 days a week and can be used throughout Miami-Dade County.

Miami-Dade County residents whose physical or mental disability prevents them from using accessible public transportation (Metrobus, Metrorail, or Metromover) independently.

Miami-Dade County residents with temporary disabilities are eligible for STS during the period of their disability.

People with disabilities from out-of-town that are presumed eligible under ADA jurisdiction.

The fee is \$3.50 per one-way trip, as well as for companions. Personal Care Attendants ride free and must be pre-certified.

Prepaid vouchers can also be purchased in advance by calling the STS Reservations Line.

Certified STS riders can use Metrobus and Metrorail free of charge.

Source: Miami Dade County

it. This limits residents' ability to use the services during times that may be more convenient for them. Overall, Freebee is seen as a good resource in the community. Another Freebee driver stated that at least three individuals with Autism regularly use the services to get to work. In order for the service to be even more accommodating for members of the community, it would be beneficial to expand the number of vehicles.

The Need for Integrated Resources

Local feedback showed that there is a need for integrated resources for the special needs community. Several participants noted that parents and caregivers may lack awareness of how to best care for persons with special needs. We heard accounts of individuals with special needs being kept from public spaces and rarely leaving their homes. Some of the specialized medical providers we interviewed shared examples of how their professions could change the lives of those with special needs but parents and caregivers may not know they exist or how an individual with special needs could benefit from their medical care (for instance: applied behavioral therapy, occupational therapy, physical therapy, and speech pathology). Participants noted that many parents are also unaware their child can be put on the Medicaid Waiver waiting list starting at the child's diagnosis. In some cases, there is over a ten-year waiting period (with one participant reporting her child has been on the waiting list for over 12 years.) By not being aware that such resources exist, a family may suffer financial hardships as they wait to receive benefits after applying years after diagnosis.

"In an ideal world, to better integrate services, we would need a dedicated office within the Town or County to direct the resources and the service providers that exist effectively to members of the special needs community."

– Parent of a child with special needs

In addition, those with special needs may not be aware of how to navigate benefits or medical resources themselves. One individual with special needs stated she was not aware of her rights or how to advocate for herself. Because of a change in work status, she faced an obstacle familiar to many others with special needs: losing benefits. Essential resources like Vocational Rehabilitation (VR) were suddenly out of reach for her until she found assistance through a center for independent living, which helped her retrieve her benefits. Workshops for resources and navigating benefits would be useful to members of the special needs community. One male participant suggested the Town could host a meet and greet session so that the special needs community could have a chance to collect and exchange information on local resources. In fact, one focus group participant stated her purpose in coming to the discussion was motivated by the possibility of exchanging information with others facing similar challenges. Having access to a network of individuals experiencing similar situations is vital for the community. Several are fortunate to have found organizations like Hope for Autism; with at least two participants mentioning they have been members for over 20 years. This group has allowed them to receive contributions, support, and resources they need for their loved ones. Their experience demonstrates the impact an organized support group has in the community to allow individuals to share resources with one another. Most participants expressed the best medical services they rely on have been shared with them via word-of-mouth.

"I am lucky to have found great resources for my child, but only because of word-of-mouth from other parents."

– Parent of a child with an intellectual disability

Interestingly, even back in 2011, when the Special Needs Committee was formed, there was discussion related to integrated resources. Councilmember Mary Collins recommended that the Town add some sort of component to integrate resources for the special needs community; such as by having a volunteer in charge of answering calls and directing residents to local services. However, it is difficult to rely on volunteers to be available at consistent times and to answer all questions related to the special needs community. Moreover, the countywide 211 phone line provides this service already and is available 24/7. However, their lists are not exhaustive, and some individuals may be unaware that the 211 service exists.

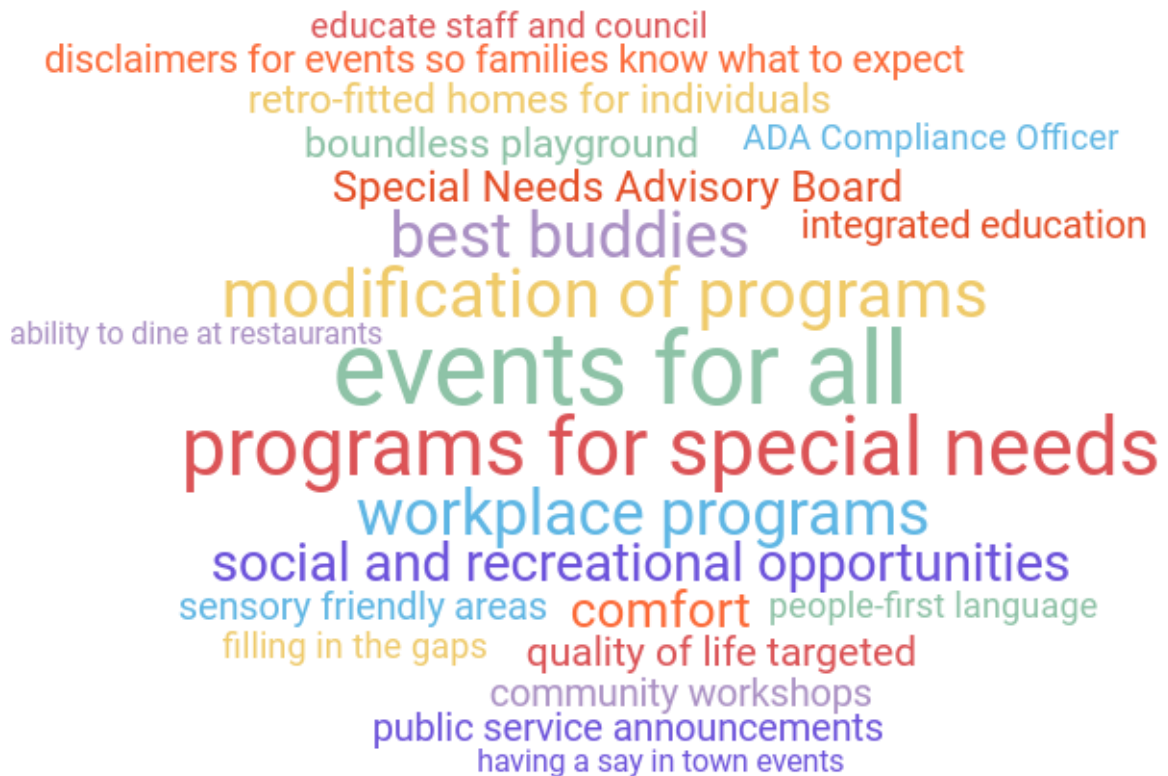
Some recommendations for integrated resources include ample support groups, workshops, having a services coordinator within the Town, and having a dedicated portion of the Town's website centered on services and resources for the special needs community. With the help of the community and a Town employee, this page could be updated periodically and organized based on types of services offered and for which disabilities.



Recommendations

Recommendations

When describing an ideal model town for inclusion, participants had an assortment of ideas, with the most prevalent being a friendly town that hosts events for individuals of all abilities (as seen in the word cloud below). This next section incorporates recommendations for the Town of Miami Lakes according to the themes described in the **Findings** section.



1. Safety for Individuals with Special Needs

It is imperative that safety is prioritized, and that Town staff and first responders are required to periodically get training on special needs. Doing so would reduce concerns from parents/caregivers/and those with special needs, create an atmosphere of safety and inclusion, and could potentially prevent catastrophic situations from occurring.

2. Community Awareness

It is recommended that the Town and the Special Needs Advisory Board work to spread awareness about the special needs community and services available to them in the Town. This would invite the special needs community to participate more within the Town. It would also allow for the rest of the community to be more understanding and educated on special needs

3. Employment Opportunities

It would be conducive for the Town to partner with local businesses and organizations like UM/NSU CARD to provide training for businesses on hiring individuals with special needs. This partnership could serve as a pipeline method for the Special Needs Advisory Board's workforce transition program so that they have partnerships available to funnel program participants in to. The workforce transition program should also incorporate an evaluation method to ensure participants are satisfied with the curriculum and to measure the success of the program (i.e. track participants after the completion of the program).

4. Social/Recreational Activities

Exploring opportunities to partner with the County, non-profits, businesses, and other providers would be advantageous to address the need for social/recreational activities. As one participant stated “there are agencies that exist, but they don’t exist here. Let’s connect with them.” For instance, several participants brought up the idea of an adult day center. Some stated that the Town itself is not in the business to run such a program due to the specialized care that is needed, but it has the space for other organizations to use its facilities during times they are not being used. Moreover, while schools and other organizations offer programs for children and elderly individuals, adults between the ages of 22-65 tend to get left behind. To address their needs, support groups, arts activities, sports recreation, and skills courses would be helpful. For kids, summer programs, arts and sports, and skill courses would be beneficial and current programs could be modified through a therapeutic recreation specialist.

5. Mental Health Issues that Affect the Special Needs Community

Mental health issues are prevalent in the special needs community. It would be helpful for the Town of Miami Lakes and the Special Needs Advisory Board to host monthly support groups for the special needs community. In addition to having support groups for parents and caregivers, it would be helpful to have groups for individuals of different ages or by disability type/severity. Workshops and partnerships with local mental health providers would also be beneficial.

6. Financial Strain in the Special Needs Community

The Town’s special needs community would benefit by having workshops for how to navigate the medical system including: benefits, employment, and financial coaching. The Town’s elected officials could also advocate at a State and County level to ensure more funding, programs, and partnerships are created for the benefit of the special needs community. If the Town offers social and recreational programming, being mindful of the cost to participants is important. Individuals in the special needs community may be limited in what they can afford due to high healthcare costs.

7. Educational Needs

As discussed in the **Education** section, advocacy for children is often missing. One parent suggested that having a contracted advocate who can assist families in the town would be a wonderful way to provide services to the community. Families may not be aware that advocates exist, understand what they can help with, or may not have the resources to hire on. The Town could also host workshops to help parents navigate the school system and work with local schools to ensure they are providing appropriate resources for the local special needs community.

8. Accessibility and Transportation Needs

It would be beneficial for the Town to expand Freebee services by adding at least one other vehicle to accommodate individuals that need the ADA lift. An expansion would help reduce wait times while also ensuring the special needs community has more resources available to get around in the community. As mentioned in the **Accessibility and Transportation Needs** section, at least three individuals with special needs regularly use Freebee services to get to work within the Town of Miami Lakes.

9. The Need for Integrated Resources

As many participants noted, there is a lack of integrated resources for individuals with special needs. It can be confusing for those navigating the systems. Having a portion of the Town’s website dedicated to listing local resources would be helpful for the community. With the help of the community, this page could be updated periodically and organized based on types of services offered and for which disabilities.

Methodology

This section explains our approach used to recruit participants and solicit information from them related to the special needs community of the Town of Miami Lakes.

Participants and Procedures

Participants were primarily recruited via flyers promoted by the Town of Miami Lakes across social media channels and newsletters. The Miami Herald also wrote a piece about the project, which garnered more attention to the study and facilitated more individuals reaching out to the research team.

Participants from various backgrounds were recruited, including individuals with special needs, caregivers to individuals with special needs, parents to individuals with special needs, medical providers, councilmembers, business owners, and town staff. It was important to reach out to individuals from various backgrounds so that the research offered well-rounded insight. The participants were heterogeneous in terms of background, gender, occupation, and other demographic characteristics. Participants were only pre-screened to ensure a relationship with the special needs community. The research was gathered through interviews and one focus group. There were 35 individual interviews conducted by the research team and one focus group with a total of 10 participants. Altogether, there were 45 participants in the study. **Appendix A** shows the questions that were asked in the interviews, and **Appendix B** shows the questions asked in the focus group.

Refreshments and snacks were provided during the focus groups. Participation was voluntary, and participants were advised at the beginning of each session that their individual responses would remain anonymous. Deception was not used at any point, and the moderators disclosed the purpose of the interviews/focus group and how the information the participants provided would be used. The MC staff took detailed notes which were later compiled and transcribed for analysis.

Facilitation

MC staff moderated the discussions and solicited responses from each participant using open-ended interview protocol. The MC staff was fluent in English and Spanish, but there was no request to interpret any of the questions as all participants were fluent English speakers.

Analysis

To begin the data analysis process, facilitators transcribed the notes from all note-takers, tallied responses on ranking questions, and conducted a preliminary review of the overall discussions. A preliminary analysis provided a general understanding of the data, and the facilitators then reflected on its meaning. An individual summary was drafted for that analyzed major themes. These themes or key findings helped determine the interconnectedness of issues and explain the differences in responses to some items. The themes were then turned into key findings, which were then turned into recommendations.

Limitations

The research described in this report relies on qualitative data from various interviews and one focus group. There are certain limitations pertaining to this method of data collection. First and foremost, the results may not be representative of the larger special needs population, or of specific groups. Participants are self-selected and study results are therefore harder to generalize to the larger special needs population. Secondly, some people may not wish to publicly share their views on sensitive topics. Therefore, complete disclosure of all participants knowledge and views cannot be ascertained from their answers. However, a major advantage of the interview and focus group method is that it yields rich qualitative information about experiences, perceptions, attitudes, and beliefs. It also allows participants to share ideas and suggestions. Some of the specific limitations discussed in this section relate to quantitative data and types of special needs.

Quantitative Data

Much of the information collected was through qualitative methods. Of the data that was quantitative, there were rich pieces of information collected. However, some agencies do not track data by zip codes or specific communities (for instance Special Transportation Services and Vocational Rehabilitation). Moreover, to protect individual privacy, some information could not be disclosed (for instance, the types of disabilities present at each local school and the number of students attending Broward private schools via the McKay scholarship.) Therefore, it is difficult to measure some of the needs of those who are using these services.

Types of Special Needs and Participants

Altogether, there were 16 types of special needs/disabilities that were discussed in the interviews and focus group. However, the majority discussed youth and young adults with special needs. There was little focus on middle age and older adults with special needs. There were also few participants who had special needs who signed up for the interviews and focus group (7 out of the 45 total participants). While their views echoed those of the numerous parents, caregivers, medical providers, business owners, and more, it may have benefited the study to get more feedback directly from individuals with special needs.

Appendix A: Interview Questions

Miami Lakes Special Needs Assessment – Interview Questions

Hello. We are researchers with Florida International University's Jorge M. Perez Metropolitan Center and we are studying the needs of people living with disabilities/ the special needs community in the Town of Miami lakes. Disabilities/special needs can mean many different things to different people including the medical community, government agencies, advocates, and others. For the purposes of this study, when we refer to the special needs community, we are using the definition used by the *International Classification of Functioning, Disability, and Health* (ICF), which considers disabilities as "an umbrella term for impairments, activity limitations, and participation restrictions." This definition incorporates disabilities that are of communicative, physical and cognitive characteristics. The purpose of our study is to understand the challenges, current efforts, and opportunities that exist within the Town of Miami lakes for the special needs community.

1. What does inclusion mean to you?
2. What does the special needs community mean to you?
3. What is your experience with the special needs community in Miami Lakes?
4. The Americans with Disabilities Act (ADA) was adopted almost 30 years ago. It prohibits discrimination against individuals with disabilities in all areas of public life (schools, jobs, transportation, and all areas open to the public) to make sure that people living with disabilities have the same rights and opportunities as others.
 - a. Do you believe the ADA has been effective for the local special needs community?
 - b. If not, what improvements can be made?
 - c. Do local schools, employers, businesses, etc. operate within the spirit of the law?
5. Do you know of any local policies and programs that have proven effective in increasing inclusion of and improving the quality of life for the special needs community?
6. What are some unique financial challenges faced by people with special needs, particularly those who rely on government assistance? How can they be overcome?
7. Few individuals with special needs are employed. How can this be address in the Town of Miami Lakes?
 - a. What kind of services?
 - b. What kind of resources?
8. What are the needs for this community in regards to social and recreational activities?
 - a. What services can be provided by the Town?
9. What are the mental health challenges for the special needs community, if any? (can include caregivers and parents)
10. What are the biggest quality of life challenges that these individuals encounter in Miami Lakes?
11. How can Miami Lakes improve the access to life improvement activities for the special needs community?
12. Services for those with special needs tends to be fragmented. How can the community better integrate services for people with special needs? (medical providers, educators, business owners, the town, the county)

Appendix B: Focus Group Script

Miami Lakes Special Needs Blueprint – Focus Group Script

I. Introduction

Hello. Thank you all for coming this evening. We are researchers with Florida International University's Jorge M. Perez Metropolitan Center and we are studying the needs of people living with disabilities/ the special needs community in the Town of Miami lakes. The Town of Miami Lakes is funding this study to understand how it can better meet the needs of the community. Disabilities/special needs can mean many different things to different people including the medical community, government agencies, advocates, and others.

For the purposes of this study, when we refer to the special needs community, we are using the disabilities definition used by the *International Classification of Functioning, Disability, and Health* (ICF), which considers disabilities as “an umbrella term for impairments, activity limitations, and participation restrictions.” This definition incorporates disabilities that are of communicative, physical and cognitive characteristics. They may range from low to severe and anywhere in between. The purpose of our study is to understand the challenges, current efforts, and opportunities that exist within the Town of Miami lakes for the special needs community.

We will be taking notes on the things you share today, but they will be anonymous and will only serve as a reference as we write our report on the needs of the community. This evening, the goal is not to agree with one another. If you disagree with something that is being shared, it is important for us to hear your perspective because you may represent a lot of people. Similarly, if you agree with something that is being said, we would like to hear that too. I am here to listen to you and encourage conversation.

Before we get started, please turn off your cell phone or switch it to silent mode so we can be respectful of each other's time and the discussion.

Let's start by introducing ourselves to each other. Please tell us: (1) your first name, (2) how long you have lived in this area, (3) what brought you here this evening.

I'll go first. [Moderator introduces self]. Thank you all, I am glad to meet you. Let's begin the discussion.

II. Inclusion and Experiences

I'd like to start by discussion the idea of inclusion. Inclusion means many different things to different people.

1. When I say the word inclusion, what comes to mind?
2. The Town of Miami Lakes created the Special Needs Committee in 2011. It was dormant for some years but returned recently in 2018 and became the Special Needs Advisory Board. Some of you here tonight are members of the board. The board's mission is to create a model town for inclusion.
 - o How many of you are board members by show of hands?
 - o For everyone: what does being a model town for inclusion mean?
3. When we talk about the special needs community, should it be all-encompassing or should we break it down into specific groups?
 - o For instance based on age, location, type of disability
4. What types of disabilities/special needs are present in the town?
 - o Which group is most underserved?
5. The Census estimates that about 2,500 people live with disabilities in the Town of Miami Lakes. Would you say that this number is low, about right, or high?
6. **The Americans with Disabilities Act (ADA) was adopted almost 30 years ago. It prohibits discrimination against individuals with disabilities in all areas of public life (schools, jobs,**

transportation, and all areas open to the public) to make sure that people living with disabilities have the same rights and opportunities as others.

- How can ADA be enhanced with local support?
- 7. What are some unique financial challenges faced by people with special needs, particularly those who rely on government assistance?
 - How many here are receiving assistance from government sources?
- 8. Are more resources spent on a particular disability or age group?

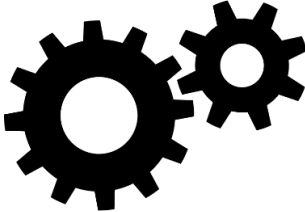






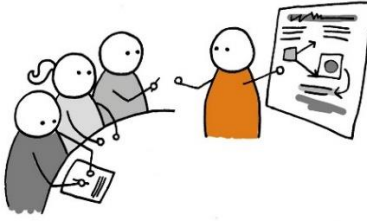

III. Services

Now, let's discuss services. As we mentioned before, special needs can range from low to severe and not everyone has the same needs. Some individuals may have the ability to live independently, some individuals may require low levels of support, others require moderate supervision, and some individuals may need 24/7 supervision and support.

1. If you had to choose two dominant quality of life challenges for the special needs community, what would those be within the Town? Remember, these can all be different depending on the disabilities you are identifying.
 - *Transportation*
 - *Employment*
 - *Access to parks and recreation*
 - *Entertainment (movies, etc.)*
 - *Healthcare*
 - *Independence*
 - *Housing*
2. The special needs community faces myriad mental and physical challenges. How does the system for medical care work for these individuals?
3. Few individuals with special needs are employed. Those that are employed, tend to have lower earnings than those without special needs. Is it the responsibility of the Town to address employment needs? What is the role of the Town?
 - *What kind of services?*
 - *What kind of resources?*
4. What kind of a support system can address the special needs community's need for social and recreational activities?
 - What are the needs?
 - What services can be provided by the Town?
5. Throughout our interviews, we have learned that services for those with special needs tends to be fragmented.
 - Would you agree?
 - i. If So, how can it be corrected?
 - Who should take responsibility for integration of services?
 - What agencies exist?
 - If agencies currently exist, is an overhaul needed?

As I mentioned, we have interviewed other key stakeholders of the community and residents. So far, they have mentioned a few recommendations for the Town to consider for the special needs community. We have brought a worksheet that lists these recommendations so we can discuss. **[Pass out handout. Discuss the top priority items and items of least priority.]**

Thank you for taking the time to speak with us today. It has been a pleasure to speak with you all and receive your valuable input. This concludes our discussion.

<p>Integrated services (one-stop shop for services, a website, a coordinator of services)</p> 	<p>Workshops open to the community (emotional intelligence, empathy, autism workshops for businesses, everyday needs like home chores, cultural sensitivity)</p> 	<p>Day center for adults with severe needs</p> 
<p>Support Groups (for caregivers/adults, high-functioning individuals with disabilities, and lower functioning individuals with disabilities)</p> 	<p>Social and recreational programs for adults with special needs</p> 	<p>More accommodations (physical access to buildings, more parking spaces for special needs, sign-language interpretation at events, wheelchair availability at events)</p> 
<p>Community awareness of special needs and accommodations</p> 	<p>Training for Miami Lakes officials/staff/first responders</p> 	<p>After-school/ weekend program for life and job skills</p> 

Appendix C: Flyers

ARE YOU A...





Medical Provider



Business Owner



Educator

*Do you have experience serving individuals with special needs/disabilities?
Participate and provide feedback in our upcoming community discussion!*

The Town of Miami Lakes, in partnership with the Jorge M. Pérez Metropolitan Center, is conducting a needs assessment for individuals with special need. To register to be part of our assessment, or for more information, please email hroldan@fiu.edu or call (954) 438-8656.



**Jorge M. Pérez
Metropolitan Center**

IF YOU...



live with disabilities or are a caregiver to an individual living with disabilities.



Participate and provide feedback in our upcoming community discussion!

The Town of Miami Lakes, in partnership with the Jorge M. Pérez Metropolitan Center, is conducting a needs assessment for individuals with special need. To register to be part of our assessment, or for more information, please email hroldan@fiu.edu or call (954)438-8656.



**Jorge M. Pérez
Metropolitan Center**



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers

From: Education Advisory Board

Subject: Committee Report

Date: March 9, 2020

Recommendation:

Please see attached report.

Town of Miami Lakes: Education Advisory Board

Report to the Town Council – March 2020

MISSION STATEMENT: The Miami Lakes Education Advisory Board assesses the condition, needs, and availability of schools in the Town of Miami Lakes to promote, support, and enhance the educational experience of all its students.

MEMBERSHIP:

Name	Committee Position	Nominated by:
Hector Abad	Chair	Councilmember Jeffrey Rodriguez
Kevin Mackie	Vice-Chair	Mayor Manny Cid
Emily Garcia	Secretary	Councilmember Carlos Alvarez
Daylin Garcia	Member	Councilmember Josh Dieguez
Jessica Mendoza	Member	Councilmember Luis Collazo
Mario Pinero	Member	Vice Mayor Nelson Rodriguez
Jacqueline Vaquer	Member	Councilmember Marilyn Ruano

BUDGET 2019-2020: \$45,500

SCHEDULED/BUDGETED EVENTS:

Event	Date	Budget
AP Language Arts Program	Ongoing	\$26,500
Friends of the Library	Ongoing	\$4,000
Imagination Library	Ongoing	\$4,000
STEM Elective Courses	Ongoing	\$10,000
Town Events	Ongoing	\$1,000
Miami Lakes Math Challenge	03/21/2020	\$0

ADDITIONAL EAB SUPPORT:

Barbara Goleman Sr. High	03/14/2019	\$7,532 (Auditorium Sound System)
Hialeah Miami Lakes Sr.	03/14/2019	\$2,219.88 (Technology & Media)
Miami Lakes Ed. Ctr.	03/14/2019	\$2,219.88 (Technology & Media)
College Scholarships (2)	09/12/2019	\$2,000
Teacher Grants (12)	09/23/2019	\$10,000 (Distributed on 12/11/2019)

EVENTS EAB PARTICIPATED/COLLABORATED IN 2019:

Future Leaders of Miami Lakes - Graham Companies Scholarship	Selected Award Recipients	\$2,000 - 4/23/2019
Paint a Picture with Mom	Collaborated with Cultural Affairs Committee	Distributed books – 5/11/2019
Mayor's Back-to-School Beyblade Challenge	Participated	Distributed books – 08/09/2020
Veteran's Day Parade	Participated	Distributed educational materials - 11/10/2019
Holiday Story Telling	Collaborated with Cultural Affairs Committee	Distributed books – 12/7/2019
Anthony Muñoz Foundation – NFL 100 Años, 100 Momentos	Participated	1/29/2020 - Miami Lakes K-8 awarded \$5.000 grant.

FUTURE PROJECTS/CONSIDERATION:

- EAB is seeking collaboration with YATF to organize an educational fair in September 2020.
- EAB will seek restoration of funds for 2020-2021 fiscal year to provide student scholarships and teacher grants.
- EAB intends to advice TOML council on the most impactful & beneficial way to use Lennar-Satori impact fee funds to improve the educational experience of TOML students and teachers.



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers

From: Neighborhood Improvement Committee

Subject: Committee Report

Date: March 9, 2020

Recommendation:

Please see attached report.

Town of Miami Lakes: Neighborhood Improvement Committee Report to the Town Council: March 2020

MISSION STATEMENT: The mission of the Town of Miami Lakes Neighborhood Improvement Committee is to recommend, promote, and create projects and activities that will beautify and improve all its neighborhoods in a collaborative and comprehensive manner. It shall also promote efforts that encourage a physically active, sustainable, and engaged community in Miami Lakes

MEMBERSHIP:

Name	Committee Position	Nominated by:
Rudy Lloredo	Chairperson	Manny Cid
Mario Pinera	Vice Chairperson	Marilyn Ruano
Adrian Ardila	Secretary	Jeffrey Rodriguez
Eddie Blanco	Member	Carlos Alvarez
Felicia Salazar	Member	Carlos Alvarez
Helen Roldan	Member	Luis Collazo
Jacqueline Vaquer	Member	Josh Dieguez
Raymond Garcia	Member	Manny Cid
Javier Ley-Soto	Member	Jeffrey Rodriguez
Jesus Mendoza	Member	Marilyn Ruano
Marlene Diaz	Member	Josh Dieguez
Reynaldo Garcia	Member	Nelson Rodriguez
Tony Fernandez	Member	Nelson Rodriguez

NOTE: Currently, they are no vacancies in the NIC

BUDGET 2019 – 2020: \$6,650

Beautification Contest	\$750
HOA Quarterly Meetings	\$200
Lake Quality Awareness	\$200
Community Bike Rides	\$5,500
TOTAL	\$6,650

SCHEDULED EVENTS:

Event	Date	Budget	Attendance
Community Bike Rides	12/14/2019	\$1,250	175
HOA Quarterly Meetings	1/16/2020	\$50	31
Community Bike Rides	1/25/2020	\$1,250	205
Community Bike Rides	2/22/2020	\$1,250	150
Community Bike Rides	3/14/2020	\$1,250	217
HOA Quarterly Meetings	4/16/2020	\$50	25
HOA Quarterly Meetings	7/16/2020	\$50	29
HOA Quarterly Meetings	10/15/2020	\$50	26

FUTURE PROJECTS/ACTIVE MATTERS/CONSIDERATION/ACCOMPLISHMENTS:

- Ongoing Dedication to Mobility – Community Bike Rides, Complete Streets, and Miami Lakes recognition as Miami-Dade County Bike305 Municipal Partner of the Year. Town was awarded ten (10) Bike305 bicycles. The recognition and

awarded bicycles is a testament of our continued commitment to mobility in Miami-Dade County and our teamwork (ongoing)

- Traffic light box beautification project (active)
- Miami Lakes Residents Only Signs Located Throughout the Town of Miami Lakes (completed in February 2020)
- Neighborhood Improvement Committee (NIC) Resolutions Review (active)
- MiGlo Trail – Miami Foundation Public Space Challenge (active)
- Time Capsule (active)
- Miami Lakes Historical Tour Documentary (active)
- The Big Bounce America - Collaboration with YTA (active)
- Sustainability – EV Super Charging Stations, etc. (active)
- Father's Day Fishing Tournament – collaboration with CAC (ongoing)
- Lake Awareness (ongoing)
- Neighborhood Matching Grant Program (ongoing)
- Native Wildlife Creatures in our Town (active)
- Town's HOA Roster update project (ongoing)



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers

From: Veterans Committee

Subject: Committee Report

Date: March 9, 2020

Recommendation:

Please see attached report.

Town of Miami Lakes: Veterans Committee

Report to the Town Council March 2020

MISSION STATEMENT: The Town Veterans Committee stands behind the issues most important not only to the Veterans in our community, but to all Veterans, By partnering with other Town Committees and organizations, we are devoted to mutual helpfulness by supporting wholesome programs in our community, advocating patriotism and honor, and continued devotion to our fellow service members and Veterans from all wars.

MEMBERSHIP:

Name	Committee Position	Nominated by:
Nayib Hassan	Chair	Carlos Alvarez
Michael Coote	Vice Chair	Jeffrey Rodriguez
Bryan Bacallao	Secretary	Manny Cid
Edward Paez	Member	Josh Dieguez
Larry Borman	Member	Carlos Alvarez
Yaniel Lazala	Member	Marilyn Ruano
Gary Cardenas	Member	Jeffrey Rodriguez
Angel Luis Vazquez	Member	Luis Collazo
Pedro Fiallo	Member	Josh Dieguez
Leonardo Rodriguez	Member	Nelson Rodriguez
	Member	

NOTE: There is currently one opening in the Veterans Committee. Attendance in the committee meetings have been extremely well attended by all members especially in light of the Military Tribute Banner campaign in 2019, Veterans Day Parade, Jingle Bell Jog 5K, Forward March Event, and recently the Veterans Assistance Resource Satellite Office.

BUDGET 2019-2020: \$5,900.00

SCHEDULED EVENTS:

Event	Date	Budget	Attendance
Military Tribute Banners	Mid May- November	\$2,500.00	Non-attended
Memorial Honor Fund	Tentatively in May	\$900.00	
Tree Planting Ceremony	April 24, 2020 Conjunction with Arbor Day	\$1,000.00	
Veterans Day Parade	November 11, 2020		Over 1,000
Jingle Bell Jog 5K	Tentative/ December	Fully sponsored event	over 1,000
Veteran Care Package		\$1,000.00	
Veteran Committee Shirts		\$500.00	
Grand Total		\$5,900.00	

FUTURE PROJECTS/CONSIDERATION:

1. Recent Opening of the Veterans Assistance Satellite Office
2. Disbursement of the Jingle Bell Jog 5K net proceeds to a non-profit organization of the choosing of the Veterans Committee.

3. Return of Military Tribute Banners to Families, We anticipate that will be done in September , once again, at Miami Lakes Automall in which Miami Lakes Automall will be sponsoring the return with a picture of the fullsize banner to the families along with a tube with the fullsize banner inside.
4. Our organization has been hands down working with not only our local Veterans but also last year, we worked directly together with the Florida Department of Veteran Affairs (FDVA) in hosting the Forward March Event at the request of Governor Rick DeSantis office and Danny Burgess from FDVA. In doing so, we hosted the largest gathering of experts in the four-county area including Miami Dade, Broward, Monroe and Collier County.
5. We give special thanks to all the local businesses that were involved with sponsoring our events which include, but are not limited to:
 - a. Miami Lakes Automall with the Military tribute Banners.
 - b. Headquarter Toyota with the Jingle Bell Jog as our Title Sponsor
 - c. A and P Air Conditioning that was a large sponsors to the Jingle Bell Jog.
 - d. Vicky Bakery in catering the Inauguration of the Town of Miami Lakes Veterans Assistance Satellite Office.



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers

From: Gina Inguanzo, Town Clerk

Subject: Approval of Minutes

Date: March 9, 2020

Recommendation:

Attached please find the following minutes for your review and approval.

- February 18, 2020 Regular Council Meeting

MINUTES
Regular Council Meeting
February 18, 2020
6:30 p.m.
Government Center
6601 Main Street
Miami Lakes, Florida 33014

1. SPECIAL PRESENTATIONS:

Special Presentations took place prior to the commencement of the Regular Council Meeting.

Mayor Cid recognized Ms. Carolyna Bellon for 1st place state championship in her weight class of 128. Over 40 girls competed this past weekend in that weight division and she was able to bring back the state championship for Mater Lakes. Her coach spoke about Ms. Bellon and about the sport of wrestling.

Mayor Cid called Danny Montecelo to be recognized and thank him for his efforts in organizing a fundraiser and helping with Jakey's Army, a very brave young Miami Laker boy who is battling with Cancer and is fighting for his life. On behalf of our community, the Mayor and Town Council, thanked Mr. Montecelo for his great efforts and for leading the fundraiser and for creating awareness. A check for \$2,000 was given to the family members of Jakey Duke.

2. ROLL CALL:

Mayor Manny Cid called the meeting to order at 6:37 pm.

The Town Clerk, Gina Inguanzo, called the roll with the following Councilmembers being present: Carlos Alvarez, Luis Collazo, Josh Dieguez, Jeffrey Rodriguez, Vice Mayor Nelson Rodriguez and Mayor Manny Cid. Councilmember Marilyn Ruano joined the meeting at 6:49 pm.

3. MOMENT OF SILENCE:

Rigoberto Nogueiras led the invocation.

Ariel Fernandez was present via video and presented his meditation video from "Better You Minute".

4. PLEDGE OF ALLEGIANCE:

Scout Troop 566 of Our Lady of the Lakes did the Presentation of Colors.
The Scouts Leader led the Pledge of Allegiance.

5. ORDER OF BUSINESS (DEFERRALS/ADDITIONS/DELETIONS):

Mayor Cid moved up Item 13C and 13F to be heard after Public Comments. The Town Manager pulled item 15C. Councilmember Dieguez moved to approve the Order of Business and the Vice Mayor Rodriguez seconded the motion. All were in favor.

When the discussion of Item 13F ended, Mayor Cid made a motion to re-open the Order of Business. The motion was seconded by Councilmember J. Rodriguez. All were in favor. Mayor Cid asked for Items 10A and 13C to be move up and heard after the Committee Reports. All were in favor.

6. PUBLIC COMMENTS:

The Town Clerk, Gina Inguanzo, read the instructions of proper decorum that are to be respected and followed in the Council Chambers of the Town of Miami Lakes.

Mirtha Mendez came before the Town Council and expressed her sentiments of anger because of the carryover funds; she said that the Town Council should have found the money and not put the burden on the residents.

Bonnie Cintron came before the Town Council to speak about the Line of Credit Ordinance in 1st Reading; she expressed her concerns about the language of the ordinance; she doesn't want the line of credit to be used for a project, unless it's a natural disaster.

Christopher Norwood came before the Town Council and expressed how happy he is to live in the Town of Miami Lakes; he also state that this year, he was chosen as the key speaker for the "Rhythm of the Night" -A Celebration of Black History event to be hosted in the TOML on February 22nd; he also spoke about the artwork being displayed in the Government Center.

Claudia Luces came to the Town Council to express her concerns about the bridges and the uncertainty that lies with the fate of the bridges and the negative impact that will affect the Town of Miami Lakes; she mentioned the news coverage and reminded the Town Council that the TOML does not have a strong mayor form of government; she stated that during so much uncertainty, the TOML should not add projects to the town that will increase the costs to the town and only maintain the basic services; she also reminded the Town Council that the TOML is not going to receive any assistance from the County; that if the bridges are opened, we will need the additional officers to mitigate, not only public safety but for our roads.

Written Public Comments:

Ms. Esperanza Hope Reynolds sent a public comment via email. The Town Clerk made copies of said email and placed on the Dais and made extra copies for those residents that wish to read it.

Vice Mayor Rodriguez asked for a point of personal privilege. Mayor Cid acknowledge the privilege. Vice Mayor Rodriguez spoke about the late Firefighter Shawn O'Dare and how he lost his life more than 30 years ago by trying to some individuals who fell in a

canal in Miami Lakes. Vice Mayor Rodriguez recognized the heroic job that firefighters and police officers do on a daily basis. He also spoke about the importance of being a firefighter and mentioned that a family member had joined the firefighter family.

7. APPOINTMENTS:

Eric Gras to the Youth Activities Task Force by Councilmember Jeffrey Rodriguez.

Denise Madan to the Cultural Affairs Committee by Councilmember Luis Collazo.

Elsa Bergolla to the Neighborhood Services Committee for the Royal Oaks East & West by Councilmember Carlos O. Alvarez.

Inocencio Gonzalez to the Neighborhood Services Committee for the Royal Oaks East & West by Vice Mayor Nelson Rodriguez.

Xiomara Castillo to the Miami Lakes Section One for The Anchorage by the Town Council.

Miguel Martinez to the Blasting Advisory Board by Councilmember Josh Dieguez.

Councilmember Dieguez made a motion to approve the appointments and it was seconded by Vice Mayor Rodriguez. All were in favor.

8. COMMITTEE REPORTS

A. Economic Development Committee

Chairman Eddie Blanco, came before the Town Council and informed them that the EDC would like to host a Mayoral debate for the candidates running for Mayor of Miami Dade County. They want to host the debate, for the committee to be in charge and for the debate to take place in Town Hall. The Chair asked the Town Council to consider the committee's request to host the debate. Debate to take place in late April.

Mayor Cid made a motion to move the request and it was seconded by Councilmember Collazo. All were in favor.

9. CONSENT CALENDAR:

Vice Mayor Rodriguez moved to approve the Consent Calendar. Councilmember J. Rodriguez seconded the motion. All were in favor. Councilmember Ruano was absent.

A. APPROVAL OF MINUTES

- December 17, 2019 Workshop on Update on ADA Compliance
- January 21, 2020 Regular Council Meeting
- February 11, 2020 Workshop on Canopy Protection & Town Wide Street Light

Approved on Consent.

- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PURCHASE OF TECHNOLOGY SERVICES, SOLUTIONS AND RELATED PRODUCTS AND SERVICES ON AN AS NEEDED BASIS; AUTHORIZING THE TOWN MANAGER TO UTILIZE FAIRFAX COUNTY, VIRGINIA CONTRACT 4400006645 WITH UNICOM GOVERNMENT, INC. PURSUANT TO SECTION 7 OF ORDINANCE 17-203 (THE TOWN'S PROCUREMENT ORDINANCE); AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

Approved on Consent.

- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA AUTHORIZING THE TOWN MANAGER TO LEASE OFFICE COPIERS TO TOSHIBA AMERICA BUSINESS SOLUTIONS THROUGH AN EXISTING AGREEMENT AVAILABLE THROUGH THE NATIONAL IPA IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

Approved on Consent.

10. ORDINANCE – FIRST READING:

- A. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING A LOAN IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$15,000,000, IN THE FORM OF A NON-REVOLVING LINE OF CREDIT, FOR THE PURPOSE OF PROVIDING LIQUIDITY FINANCING FOR THE PROJECT DESCRIBED HEREIN; AUTHORIZING THE ISSUANCE OF A NON-REVOLVING CREDIT NOTE TO EVIDENCE AND SECURE THE LOAN; PROVIDING THAT DETAILS, TERMS AND OTHER MATTERS RELATING TO THE ISSUANCE OF THE NON-REVOLVING CREDIT NOTE SHALL BE ESTABLISHED OR PROVIDED FOR IN A SUPPLEMENTAL NOTE RESOLUTION AND A LINE OF CREDIT AGREEMENT; PROVIDING FOR A COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES, AS MORE SPECIFICALLY DESCRIBED IN THE SUPPLEMENTAL NOTE RESOLUTION; RATIFYING THE DISTRIBUTION OF A REQUEST FOR PROPOSALS TO FINANCIAL INSTITUTIONS; AUTHORIZING THE TOWN MANAGER TO PROCEED TO DEVELOP NECESSARY DOCUMENTS TO AWARD AND ISSUE THE NON-REVOLVING CREDIT NOTE AND TO DETERMINE THE SPECIFIC DETAILS OF THE LINE OF CREDIT AGREEMENT AND NON-REVOLVING CREDIT NOTE WITHIN THE PARAMETERS SET FORTH IN THE

SUPPLEMENTAL NOTE RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

The Town Attorney, Raul Gastesi, read the title of the ordinance into the record.

Public Comments:

Mirtha Mendez came before the Town Council to speak about her concerns regarding item 10A, specifically the Town of Miami Lakes getting a credit line loan for \$15 million dollars, that it is too much money for the Town of Miami Lakes; she spoke about the Town having a Reserve and that Councilmember Dieguez is trying to increase the Reserve and she stated that is a good thing; she stated that's its only 10% what the Town needs; that \$15 million dollars would be a weight on the residents of the town; she questioned what a "man-made" disaster is; she questioned what is a man-made disaster; that this smells as the Optimist Park; she stated that the bridges and the roadways are in bad condition;

Leslie Lanbeine came before the Town Council to speak about Item 10A, specifically, about reading the Agenda and having no clue about what the items are about; she stated that the backup materials do not describe what the projects are. She also mentioned the same concern applies to the resolution for the FDOT and the Guard Gate Repair item on the Consent Calendar; she stated that she doesn't understand what the \$15 million dollars would be devoted to and she urged the Town Council that for transparency purposes, the Agenda should have information to describe what the purpose of this amount of money is going to be. She asked the Town Council to prepare an Agenda with back up material and a memo from the Town Manager, describing what the Resolution/Ordinance is about.

Claudia Luces came before the Town Council to speak about Item 10A, and stated that the \$15 million dollar credit line in concerning; that the residents have been carrying the weight of the Town hall for a very long time, that we are only making interests payments so a lot of money is still owed; she stated that if the Town Council moves forward with the Ordinance, that language in the Ordinance that restricts the use of this money to natural disasters only and to declared state of emergencies should be added; to add language that protects the residents to make sure the funds are not used to fund other projects.

The Town Manager, Ed Pidermann, presented the Ordinance and stated that the line of credit is only to maintain operations as a result of a disaster, biological, natural or man-made. That this would be an insurance policy only as a response to having a disaster. That it would be cashflow to supplant the money that the Town would have to put upfront regarding disaster related expenses.

Albert del Castillo, Town's Bond Counsel, spoke on behalf of the Ordinance and stated that protective language will be added into the Line of Credit Agreement, because that is the governing document. He explained that the Line of Credit Agreement will be authorized pursuant to the supplemental note resolution that was referenced by the Town Manager and that will be accompanying the Ordinance in second reading. He advised to put protective language in the agreement but not allow the bank institution to dictate to the Town when and how will you borrow, because that would be counterproductive. Mr. Del Castillo stated in the line of credit agreement, provisions will be included to dictate that the line of credit will only be draw in order to pay costs associated with disasters.

During the discussion, Vice Mayor Rodriguez requested that on the heading of the Agenda Index, for it to say that all agenda items can be viewed thru this website. Mayor Cid stated that his concern is that the interest needs to be reimbursable by FEMA.

Councilmember Dieguez made a motion to approve and Councilmember J. Rodriguez seconded the motion. The Town Clerk called the roll and the motion passed 7-0.

- B. AN ORDINANCE OF THE TOWN OF MIAMI LAKES,FLORIDA, AMENDING ORDINANCE NO. 19-251; AMENDING THE TOWN'S FISCAL YEAR 2019-2020 BUDGET; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CONFLICTS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Town Attorney, Raul Gastesi, read the title of the ordinance into the record.

Councilmember Collazo requested a point of personal privilege and stated that item 10B has a COLA cost of living adjustment for staff; he stated that he asked an opinion from the Commission on Ethics and Public Trust and their opinion is that voting on the COLA is under his purview, but in order to preserve the appearance of impropriety, Councilmember Collazo recused himself specifically from the COLA item.

Councilmember Collazo then proceeded to make a motion to bifurcate item 10b, to take out the COLA portion and make two different votes on it, so he would not vote on the COLA portion but would vote on the Budget amendment. His motion was seconded by Councilmember Dieguez. All were in favor.

Vice Mayor Rodriguez made a motion to approve the COLA item as recommended by the Town Manager. The motion was seconded by Councilmember J. Rodriguez.

Councilmember Alvarez made a motion to amend the main motion, by stating that COLA should be given only to employees that have been working with the Town for more than 1 year. Mayor Cid seconded the amendment to the motion. The Town Clerk called the roll and the motion failed 3-3, with Councilmember Ruano, J. Rodriguez, and Vice Mayor Rodriguez voting in opposition and Councilmember Alvarez, Dieguez and Mayor Cid voting in support. Councilmember Collazo was absent because had recused himself.

Councilmember Ruano motioned to give Mayor Cid more time to speak and finish his discussion point during his rebuttal time and the motion was seconded by Councilmember J. Rodriguez. All were in favor.

The Town Clerk called the roll on the main motion and the COLA item passed 5-1, with Councilmember Dieguez voting in opposition. Councilmember Collazo was absent because he had recused himself.

Once the Cola Item was passed, Councilmember Collazo was asked to join the discussion of Item 10B, on the Budget Amendment.

Councilmember J. Rodriguez made a motion to approve the Budget Amendment as proposed by the Town Manager. The motion was seconded by Vice Mayor Rodriguez. The Town Clerk called the roll and the motion failed, 4-3, with Councilmembers Collazo, Dieguez, Ruano and Mayor Cid voting in opposition.

The Town Council asked the Town Clerk to schedule a Sunshine Meeting to discuss the Budget Amendment Ordinance.

11. ORDINANCE – SECOND READING:

- A. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ALLOWABLE USES IN COMMERCIAL DISTRICTS; REORGANIZING, REFORMATTING, CONSOLIDATING, AND AMENDING CHAPTER 13, “LAND DEVELOPMENT CODE”, AT ARTICLE IV. “ZONING DISTRICT REGULATIONS”, AT DIVISION 20. “BUSINESS, COMMERCIAL AND INDUSTRIAL DISTRICT MASTER LIST” PROVIDING FOR FINDINGS OF FACT, INTENT AND PURPOSE; PROVIDING FOR REGULATIONS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

Susana Alonso, Town Principal Planner, presented the item and answered questions posed by the Town Council.

Councilmember Dieguez made a motion to approve the ordinance in second reading. Councilmember Collazo seconded the motion. The Town Clerk called the roll and the motion passed 6-0, with Councilmember J. Rodriguez being absent.

- B. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA; AMENDING ARTICLE IV, DIVISION 2, SECTION 2-102 TITLED “GENERAL FUND RESERVES”; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (Dieguez)

Councilmember Dieguez made a motion to approve this ordinance in second reading and Councilmember Collazo seconded the motion. The Town Clerk called the roll and the motion passed 6-0; with Councilmember J. Rodriguez being absent.

12. RESOLUTIONS:

- A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO APPLY FOR AND ACCEPT THE FLORIDA DEPARTMENT OF TRANSPORTATION, TRANSPORTATION ALTERNATIVES GRANT; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE TRANSPORTATION ALTERNATIVES GRANT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

The Town Attorney read the title of the Resolution.

The Town Manager, Ed Pidermann, presented the item.

Councilmember Dieguez motioned to approve and it was seconded by Vice Mayor Rodriguez. The Town Clerk called the roll and the motion passed, 7-0.

- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, IN SUPPORT OF FLORIDA SENATOR DIAZ' SENATE BILL 1618 AND REPRESENTATIVE AVILA'S, HOUSE BILL 1047 FOR THE CREATION OF A ROCK BLAST MONITORING AND REPORTING PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE TOWN CLERK; AND PROVIDING FOR AN EFFECTIVE DATE. (N. Rodriguez)

Vice Mayor Rodriguez moved to approve the resolution in support of Senate Bill 1618 and House Bill 1047. It was seconded by Councilmember Dieguez. The Town Clerk called the roll and the motion passed 7-0.

13. NEW BUSINESS ITEMS

- A. Deputy Town Attorney Travel Expenses – Dade Days in Tallahassee (Ruano)

Councilmember J. Rodriguez made a motion to reimburse the Deputy Town Attorney for his hotel accommodation and care rental, for a total of \$545. He stated that the Deputy Town Attorney was instrumental in several of our meetings, for example, addressing the FRS issue with several legislators. The motion was seconded by Councilmember Collazo and all were in favor.

- B. **NO THRU TRUCKS Signage within Town Limits (Cid)**

Councilmember Ruano made a motion pursuing the opportunity to install “No Thru Trucks” signs within the town; to have town staff look into having conversations with the County to install no through trucks signage. Mayor Cid seconded the motion and all present were in favor. Vice Mayor Rodriguez was absent.

- C. **Miami Lakes Middle Legal studies Project (Cid)**

Mayor Cid made a motion to direct the Town Attorney to work with Miami Lakes Middle School Legal Studies Program, to look at the legalities in our end and start drafting an ordinance in first reading. The Motion was seconded by Councilmember Collazo and J. Rodriguez and all were in favor.

- D. **Sponsorship and Naming Rights Ordinance (Dieguez)**

Mayor Cid made a motion to waive Section 7.2 of the Special Rules of Order. The Motion was seconded by Councilmember Collazo and all were in favor.

Councilmember Dieguez stated that he added this item at the request of the Town Attorney. Councilmember Dieguez made a motion directing the Town Attorney to develop sponsorship rules and regulations at the same time that he develops rules and regulations for the naming rights ordinance that was passed in 2019; he moved to adopt what was written

on the memo presenting this item. The motion was seconded by Councilmember Ruano and all present were in favor. Vice Mayor Rodriguez was absent.

E. Update on the Miami Lakes Optimist Park Design and MOU with Miami Dade County Public Schools (Ruano)

Councilmember Ruano stated that she receives many calls on a monthly basis, asking about the status on the Miami Lakes Optimist Park, so she requested an update from Town Staff.

The Town Manager explained the Town has been dealing back and forth with District Staff and District Legal regarding the language of the agreement, the terms of the agreement and not the specifics; he explained that the School Board wanted to have the proposed design as an addendum to the agreement just as a conceptual agreement; that the proposed design presented to the School Board was the same one that Town Staff presented to the residents during the workshop.

The Town Manager explained that it was made clear that the design presented was just a proposal, that the Town Council had not decided anything yet, but that the conceptual idea of what it was going to look like was what he had shown the School Board. The architect of the School Board gave input to the proposed design and the Town is modifying the design. The design will come back to the Town Council for their consideration.

The Deputy Town Attorney explained that the current JUA with the School Board will expire so the Town has the need to modify it in order for the town to continue using the fields. The Town Attorney reminded the Town Council that Optimist Park is mostly owned by the School Board. So, the Town Attorney explained that the JUA lays out the terms. He explained that the JUA lays the groundwork as to the responsibility of the field and how long can the Town maintain somewhat control of that field. The Town Attorney stated that the improvements of the design can be changed and will not affect the control and the responsibilities as laid out in the JUA.

Public Comments:

Jim Hamilton came before the Town Council and stated that the plan that was submitted at the workshop was liked by him for logical reasons; that the larger fields should be at the east side because it is a safer option for the public and less expensive because there would be no need for the netting.

Manny de Varona thanked Councilmember Ruano for including this Item in the Agenda; he stated that he wants Optimist Park to be done and move forward for the kids; he stated the larger fields should be placed at the east side to avoid the netting and he said that he is willing available to meet with the architects.

Claudia Luces came before the Town Council to speak about the Optimist Park and the “options meeting” that took place in Town Hall; she stated that the biggest concern was the cost and the renditions that were presented at that meeting; she stated that Town Staff was directed to come back with different elements that everyone thought were important; she questioned why was something presented if the Town Council has still not agreed to what they are willing to pay for; she wants the kids to get everything they deserve but a happy medium needs to be reached; a lot of things are happening but we need to live withing our means.

After discussion, Councilmember Ruano made a motion to expediate this process, she stated that she was re-directing Town Staff to bring back options at different price points, as soon as possible. Councilmember Alvarez seconded the motion.

Councilmember Alvarez then made an amendment to the main motion, directing the Town Manager to provide a monthly status report on the status of the Joint Usage Agreement between Miami Dade County Schools and the MLOP. Councilmember Dieguez seconded the motion and all were in favor.

The amended main motion as amended passed unanimously.

F. Hurricane Resiliency (Cid)

Mayor Cid stated that a couple of years ago, the Town amended the Code to allow the Eco roof to be allowed in the Miami Lakes. The Ordinance amending the Code only covers single family homes. Mayor Cid stated that he wants to amend the Land Development Code for Townhomes to be able to use roof materials that are resilient and sustainable, just like the single-family homes use.

Bob Whittington, President of the Lake Martha Association, stated that the Code was amended 4 years ago for single family homes but not for Townhomes. He spoke in favor of item 13F and in favor of eco roof material, which he stated is a plastic tile. He also answered questions posed by the Town Council.

Mike Mesa, the Town of Miami Lakes Building official, stated that the Eco roof is a product that has been approved from the County; he stated that for contiguous roofs, it might not be a good application, unless they are both doing the roof at the same time; he also answered questions posed by Town Council.

Susana Alonso, Senior Town Planner, clarified that the Town of Miami Lakes is not looking into one particular product, but instead the Town would be looking at a range of products and not one manufacturer, but a range of manufacturers.

Mario Davila, contractor and resident of Miami Lakes, showed the Town Council the tile, spoke about the quality of the product and answered questions posed by the Town Council.

Vice Mayor Nelson Rodriguez, and Councilmembers Marilyn Ruano and Luis Collazo expressed concerns about the aesthetics if the Townhomes roofs are continuous and about the tile style. After discussion, the Town Manager said he had sufficient direction from the Town Council and that he would bring back a recommendation for amending the code, for amending the ordinance. The motion passed and all were in favor.

G. Traffic Study Transmission (Dieguez)

Councilmember Dieguez motioned to waive Section 7.2 of the Special Rules of Order. The Motion was seconded by Councilmember Ruano and all were in favor.

Councilmember Dieguez moved to direct the Town Clerk to transmit a copy of the study performed by Miami Lakes and Miami Dade County concerning the potential bridge openings to each Hialeah Council Member and for the Town Manager to prepare a summary of the study that breaks down the study's findings in non-technical language and to explain how it was put together. The motion was seconded by Councilmember J. Rodriguez and all were in favor.

Vice Mayor Rodriguez requested for the Traffic Study to also be transmitted to the councilmembers assistants and all were in favor.

H. Dissemination of Content Attorney Executive Session Conversations to News/Media Outlets (Ruano)

Councilmember Ruano asked the Town Attorneys to explain and to clarify the importance of the Attorney-Client Executive Sessions; how and when can Town Staff make official statements to news/media outlets; what steps can be taken to improve communications; Councilmember Ruano expressed her desire to have an open conversation with her colleagues.

The Town Attorney, Raul Gastesi, explained that during Attorney-Client Executive Sessions, the attorneys discuss strategy, litigation expenses and settlement expenses. He stated that what is discussed in an executive session, should stay in the executive session, for it to be confidential while case is open. During these sessions, a court reporter is present, and once the litigation is over, the entire transcript is available for the public to review.

The Town Attorney stated that all settlement agreements must be approved by the Town Council. He stated he sent an email to Miami Dade County offering certain settlement option regarding NW 170th Bridge and that the email became a public record. The Town Attorney explained that the email can be disseminated. However, he emphasized that what went into preparing the email, the strategy and what was discussed at the Executive Session, remains private and not to be discussed.

Councilmember Collazo motioned to extend the meeting to 11:30 pm and Councilmember Dieguez seconded the motion. All were in favor.

Vice Mayor Nelson Rodriguez and Councilmember Luis Collazo asked the Town Attorney to work with the Town's Communications Department to make sure the Town's narrative is being heard and that it comes from the Town's PIO.

I. Speed Hump Installation (Cid)

Mayor Cid made a motion to waive the rules of Section 7.2. Councilmember Collazo seconded the motion. All present were in favor. Vice Mayor Rodriguez was absent.

Mayor Cid made a motion to direct staff to formalize a Speed Hump Installation process, to codify it and bring it back to the Town Council via a resolution and be transparent about this. Councilmember Collazo seconded the motion.

Councilmember Collazo discussed that the issue is to not only install the speed hump, but to add target enforcement in certain areas; he asked for the policy to include not just the installation of the speed hump, but also to include target enforcement by the police. All the present were in favor.

14. MAYOR AND COUNCILMEMBER REPORTS:

A. Tallahassee Trip-Dade Days (Cid)

Mayor Cid explained the Dade Days 2020 trip to Tallahassee was historic because is the trip that most money in Town's history in the legislative budget, he also stated that the rock mining legislation is moving. Mayor Cid said it was a very fruitful trip and that the Town's priorities were well represented. He thanked the legislators for their great work on behalf of the Town and also thanked the people they met from the Division of Emergency Management and the FEMA reimbursements.

15. MANAGER'S REPORTS

A. Town Manager Monthly Police Report

Town Major, Javier Ruiz, provided the monthly crime report to the Town Council. He stated that crimes remained even with just a couple more of auto thefts and a decrease in residential burglaries. As of mid-February, the Police Department has conducted over 400 traffic stops and issued over 200 citations. He also responded to questions posed by the Town Council.

Mayor Cid made a motion to extend the meeting to 11:45 pm. The motion was seconded by Councilmember Dieguez and all were in favor.

B. New Business Items Overview/Recap

The Town Manager explained that Town Staff needed clarification as to whether the email blast was going to come from Councilmember Alvarez or on behalf of the entire Town Council.

After some discussion, Councilmember J. Rodriguez moved for the summary email to come from the Town Council as a whole. The motion was seconded by Councilmember Dieguez. The Town Clerk called the roll and the motion failed, 3-3, with Councilmember Alvarez, Ruano and Mayor Cid voting in opposition.

16. ATTORNEY'S REPORTS:

The Town Attorney, Raul Gastesi, stated that he had called for two Executive Sessions in the previous weeks and that only the Pizzi Case Executive Session was taking place. He stated that there is no need for the Executive Session on NW 170 to take place. The Town Attorney stated that some Councilmembers are asking him to give a statement to the PIO

as to what was discussed about the case today. He also stated that he would keep the Town Council informed regarding the Jenkins case by email.

18. ADJOURNMENT:

There being no further business to come before the Town Council, the meeting adjourned at 11:45 pm.

Approved this 9th day of March 2020

Manny Cid, Mayor

Attest:

Gina M. Inguanzo, Town Clerk



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers

From: Edward Pidermann, Town Manager

Subject: Total Solutions for Law Enforcement, Security, and Facilities Management – As Needed

Date: March 9, 2020

Recommendation:

It is recommended that the Town Council authorize the Town Manager to piggyback the U.S. General Services Administration (“GSA”) contract GS-07F-0031W with Millennium Products, Inc. in accordance with Section 7 of the Town’s Procurement Ordinance 17-203 for total solutions for Law Enforcement, Security and Facilities on an as-needed basis in an amount not to exceed budgeted funds.

Background:

At the February 25, 2020 Royal Oaks Neighborhood Service Districts Meeting, the Advisory Committee directed staff to procure fixed LPR camera systems to be installed at the following Guard Gate locations:

ADDRESS	DISTRICT	*ANNUAL SUBSCRIPTION	*INSTALLATION FEE
8111 NW 167 TER	Royal Oaks East	\$6,500	\$1,950
16111 NW 79 AVE	Royal Oaks East	\$6,500	\$1,950
8206 NW 162 ST	Royal Oaks Section One	\$6,500	\$1,950
8211 NW 168 ST	Royal Oaks Section One	\$6,500	\$1,950

*The Project STAR Package annual subscription price of \$6,500 includes two (2) ReaperXD low-profile, compact, LPR cameras that will be installed on the exterior wall of each Guard House. The high definition

resolution allows for multiple lane capture which is ideal for each Guard Gate location. The package also includes the cellular card service, camera licenses, and warranty for the life of the agreement. There is also a \$1,950 one-time installation fee for each location.

During FY20 Budget process, the Town Council approved a capital improvement line item for both Royal Oaks Districts for purchasing system upgrades to enhance security. The Infrastructure line item was capped at twenty percent (20%) for Royal Oaks East District totaling \$66,899 and capped at fifteen percent (15%) for Royal Oaks Section One Districting totaling \$48,963. These funds will be used for the installation and annual subscription of the proposed LPR camera systems.

Throughout the United States and Florida, numerous Police Departments utilize LPR cameras as a crime fighting tool to gather and share intelligence, apprehend criminal offenders, and prevent crimes. LPR cameras take photos of license plates encoded with the date, time, and GPS coordinates of where the photo was taken. The captured photo, along with the corresponding data, is stored in a database that can be searched only by authorized personnel. All LPR data will be safeguarded in accordance with Florida Statutes §316.0777. LPR cameras can be utilized for the following purposes:

1. To alert uniformed patrol and investigators to the presence of felony vehicles and wanted subjects entering or leaving the Town;
2. To obtain the tag number, vehicle description, and direction of travel of criminal offenders and stolen vehicles;
3. To search the database for vehicle information as part of a follow-up investigation; and

To assist in the identification of missing persons who are operating or traveling within a motor vehicle.

The Miami-Dade Police Department (“MDPD”) currently has the software licensing and infrastructure in place needed to retrieve data from operating LPR cameras utilizing a commercial database developed by Vigilant Solutions (“Vigilant”) titled Law Enforcement Archival and Reporting Network (“LEARN”) and to disseminate information to uniform patrol via the Real-time Crime Center (“RTCC”).

Aside from saving on administrative costs associated with preparing a solicitation, utilizing cooperative purchasing contracts is one of the most time and cost-efficient means for procuring resources with limited competition and relatively small project requirements. The low pricing available on these contracts is due to the significantly greater volumes of requirements that larger entities can leverage to take advantage of economies of scale. Through these contracts, the Town has access to pricing it would not otherwise be able to obtain through the formal competitive bidding process.

After researching the options available to the Town, Procurement recommends piggybacking the U.S. General Services Administration (“GSA”) contract GS-07F-0031W with Millennium Products, Inc. Under Section 7 of Ordinance 17-203, as it will satisfy our needs effectively, while minimizing administrative costs associated with issuing a separate solicitation.

Attachments:

Resolution

Agreement

Invoice

RESOLUTION NO. 20-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PURCHASE OF TECHNOLOGY SERVICES, SOLUTIONS AND RELATED PRODUCTS ON AN AS NEEDED BASIS; AUTHORIZING THE TOWN MANAGER TO UTILIZE U.S. GENERAL SERVICES ADMINISTRATION (“GSA”) CONTRACT GS-07F-0031W WITH MILLENNIUM PRODUCTS, INC. PURSUANT TO SECTION 7 OF ORDINANCE 17-203 (THE TOWN’S PROCUREMENT ORDINANCE); AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (PIDERMANN)

WHEREAS, Section 7 of the Town of Miami Lakes Ordinance 17-203 (“the Town’s Procurement Ordinance”) authorizes the purchase of goods and services from current contracts of other public, governmental, state/federal funded or non-profit entities, where the contracts have resulted from a formal competitive procurement process; and

WHEREAS, the Town intends to piggyback U.S. General Services Administration (“GSA”) Contract GS-07F-0031W with Millennium Products, Inc. (hereinafter referred to as “Contract”) for total solutions for law enforcement, security, and facilities management on an as-needed basis; and

WHEREAS, the Town Manager recommends authorization to procure total solutions for law enforcement, security, and facilities management from the Contract not to exceed budgeted funds; and

WHEREAS, the Town Council approves of the Town Manager’s recommendations and authorizes the Town Manager to initiate purchases off the Contract in amounts not to exceed budgeted funds for these goods and services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. **Approval of the Contract.** The Town Council hereby approves the award of a contract to Millennium Products, Inc. in substantially the form attached hereto as Exhibit “A” for total solutions for law enforcement, security, and facilities management not to exceed budgeted funds.

Section 3. **Authorization of Town Officials.** The Town Manager and/or his designee are authorized to take all steps necessary to utilize U.S. General Services Administration (“GSA”) Contract GS-07F-0031W and to execute said contract on behalf of the Town, subject to approval as to form and legality by the Town Attorney. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the contract with Millennium Products, Inc. for total solutions for law enforcement, security, and facilities management not to exceed budgeted funds.

Section 4. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Town Manager by the Town’s Procurement Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the contract with Millennium Products, Inc. for total solutions for law enforcement, security, and facilities management per budgeted funds.

Section 5. **Execution of the Contract.** The Town Manager is authorized to execute the Contract in substantially the form attached hereto as Exhibit “A” with Millennium Products, Inc. and to execute any required agreements and/or documents to implement the terms and conditions of the contract and to execute any extension and/or amendments to the contract, subject to approval as to form and legality by the Town Attorney.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2020.

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

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inganzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A

Agreement
between the
Town of Miami Lakes
and
Millennium Products, Inc.
For
Total Solutions for Law Enforcement, Security, and Facilities
Management



Agreement

I. Parties

This Agreement, 2020-20 is made this ____ day of _____, 2020, by and between _____ (“Contractor”), located at _____ and the Town of Miami Lakes (“Town”), located at 6601 Main Street, Miami Lakes, FL 33014.

II. Recitals

Whereas the Town desires to enter into an agreement with Contractor for Total Solutions for Law Enforcement, Security, and Facilities Management in an amount not to exceed budgeted funds; and

Whereas Contractor has agreed to provide said goods and services to the Town in accordance with its contract with the U.S. General Services Administration (“GSA”) Contract dated October 5, 2009, except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town’s Procurement Code, will enter into an agreement with Contractor, in accordance with the terms of Contract GS-07F-0031W, which is attached hereto as Exhibit “A” and made a part of this Agreement.

Therefore, both parties agree as follows:

III. Incorporation of Recitals

The provisions and recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.

IV. Products and Services

Contractor shall provide technology services, solutions and related products and services to the Town in accordance with the terms of the above referenced Contract. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit “A”, are incorporated herein by reference, except to the extent otherwise provided herein.

V. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Contractor from the Contract:

CONTRACT NUMBER

The Town of Miami Lakes’ Total Solutions for Law Enforcement, Security and Facilities Management Agreement will be referenced as Contract #2020-20.

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov

**EFFECTIVE DATE**

Month_____Day_____ of 2020

SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

INVOICING

Contractor shall provide the Town with an invoice once per month for the goods delivered in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

INSURANCE

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

REPRESENTATION ON AUTHORITY OR PARTIES/SIGNATORIES

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov



Each person signing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

VI. Points of Contact

The points of contact for the Town shall be:

Contract Management: Nathalie Garcia or designee, Procurement Manager
(305) 364-6100 ext. 1166 garcian@miamilakes-fl.gov

Project Manager: Daniel Angel, Parks and Recreation Director
(305) 364-6100 ext. 1131 angeld@miamilakes-fl.gov

The point of contact for **Contractor** shall be:

Name: _____, email: _____

Title: _____, phone: _____

Contractor

Town of Miami Lakes

Signature

Edward Pidermann, Town Manager

Name (Print)

Title

Attest:

Gina Inguanzo, Town Clerk



CORPORATE RESOLUTION

WHEREAS, _____, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the _____,
(type title of officer)

_____, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)



Exhibit "A"
CONTRACT GS-07F-0031W

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address for GSA Advantage!® is: GSAAdvantage.gov.

**SCHEDULE 84
FSC GROUP 63
FSC CLASS 6350 SURVEILLANCE SYSTEMS**

CONTRACT NUMBER GS-07F-0031W

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at fss.gsa.gov.

CONTRACT PERIOD: 10/05/2009 TO 10/04/2024

Current through Modification P0071, Effective 1/22/2020



MILLENIUM PRODUCTS, INCORPORATED

**621 Monte Cristo Blvd.
St. Petersburg, FL 33715
PHONE: 888-901-7430
FAX: 801-469-7778**

Web site: <http://www.milleniumproducts.net>

Email: info@milleniumproducts.net

Contract Administrator: David Godfrey II

SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)



CUSTOMER INFORMATION

- 1a Applicable SIN: 426-4S, 426-1000, 84-500
- 1b Lowest Price Item: Avigilon Pedant NPT Adapter \$41.25
- 1c Hourly Rates: N/A
- 2 Maximum Order: SIN 426-4S: \$200,000; SIN 426-1000: \$150,000
- 3 Minimum Order: \$100.00.
- 4 Geographic Coverage: Domestic, 50 States, Washington D.C., Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities.
- 5 Point of Production: Wanco, Arvada, Jefferson County, CO; Vetted Security Solutions, Pinellas County, FL; Vigilant Solutions, Alameda County, CA; Avigilon, Plano, Dallas County, TX
- 6 Discount from List Prices: 2%- 11%
- 7 Quantity Discount: None
- 8 Prompt Payment Terms: N/A: Net 30 Days.
- 9a Government purchase cards are accepted up to the micro-purchase limit.
- 9b Government purchase cards are accepted above the micro-purchase limit.
- 10 All items are made in the U.S.
- 11a Time of Delivery: 30 Days ARO except Vigilant ILP items = 60 days
- 11b Expedited Delivery: None
- 11c Overnight and 2-day delivery is not available. (See 11d.).
- 11d See clause I-FSS-1 40-B "Urgent Requirements". Agencies are advised to Contact Millenium's representative (888-901-7430) to arrange for faster delivery when required.
- 12 FOB Point: Origin
- 13a Ordering Address: Millenium Products, Inc.
621 Monte Cristo Blvd.
St. Petersburg, FL 33715
- 13b Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), and a sample BPA can be found at the GSA/FSS Schedule homepage (www.gsa.gov).

CUSTOMER INFORMATION CON'T

- 14 Payment Address: Millenium Products, Inc.
621 Monte Cristo Blvd.
St. Petersburg, FL 33715
- 15 Warranty provision: Standard Commercial Warranty
- 16 Export packing charges: N/A
- 17 Government purchase cards are accepted up to card limit.
- 18 Terms and conditions of rental, maintenance, and repair: N/A
- 19 Terms and conditions of installation: N/A
- 20 Terms and conditions of repair parts: N/A
- 20a Terms and condition for any other services: N/A
- 21 List of service distribution points: N/A
- 22 List of participation dealers: N/A
- 23 Preventive maintenance: N/A
- 24 Environmental Attributes: None
- 25 DUNS number is 102694671.
- 26 Notification regarding registration in SAM Database: SAM
registration is current and complete. Cage code: 3DNW8

Contract Clause Document

for

Solicitation Number : **7FCI-L3-030084-B**

Refresh Number : **36**

Contract Number : **GS-07F-0031W**

Created on June 27, 2019

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52.202-1 DEFINITIONS (NOV 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures

52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)

- (a) Definitions. As used in this clause –

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation –

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require –

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from –

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall –

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall –

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed –

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's

principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall –

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including –

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5.5 million and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled—

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I—OCT 1995)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)

(a) *Definitions.* As used in this clause:

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

“Month of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *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 Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *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.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) 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.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d) (1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if –

(i) In the Contractor's preceding fiscal year, the Contractor received –

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives 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)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

(2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, the Contractor shall report the following information at <http://www.fsrc.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrc.gov> to report the data.)

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of

the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if –

(i) In the subcontractor's preceding fiscal year, the subcontractor received –

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives 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)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$30,000 to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g) (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsr.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting

officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

(a) *Definitions.* As used in this clause —

“*Electronic Funds Transfer (EFT) indicator*” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“*Registered in the System for Award Management (SAM)*” means that —

- (1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into SAM;
- (2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

“*System for Award Management (SAM)*” means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

- (1) Data collected from prospective Federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and
- (3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

“*Unique entity identifier*” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204–7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to

ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

- (d) (1) (i) If a Contractor has legally changed its business name or *doing business* as name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to —

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.sam.gov>.

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)

(a) Definition.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1–

September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).

(c) The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f) (1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier), and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016) 4.1804(c)

(a) *Definition.* As used in this clause —

Commercial and Government Entity (CAGE) code means —

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Commercial and

Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) *Definitions.* As used in this clause —

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.*

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

**52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE,
SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY
KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)**

(a) *Definitions.* As used in this clause —

Covered article means any hardware, software, or service that —

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means —

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115–91) prohibits Government use of any covered article. The Contractor is prohibited from —

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

**52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON
POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)**

(a) *Definitions.* As used in this clause—

Postconsumer fiber means—

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) (BACK)

**52.204-7 SYSTEM FOR AWARD MANAGEMENT
(OCT 2018)**

(a) *Definitions.* As used in this provision —

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM)” means that —

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

- (b) (1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final

payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

52.207-5 OPTION TO PURCHASE EQUIPMENT (FEB 1995)

(a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.

(b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.

(c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

(d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental."

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase from People Who Are Blind or Severely Disabled (the Committee) under the 41 U.S.C. 8504. Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

(1) National Industries for the Blind

1310 Braddock Place
Alexandria, VA 22314-1691
(703) 310-0500

(2) NISH
8401 Old Courthouse Road
Vienna, VA 22182
(571) 226-4660

52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995) 9.206-2

(a) Definition: "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) Brenda McCall, GSA

(Address) Brenda.mccall@gsa.gov

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____

Manufacturer's Name _____

Source's Name _____

Item Name _____

Service Identification _____

Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

Note: Regulation 52.209-1

Qualification Requirements clause applies to SINs 246 35 7 and 246 60 5. See SIN descriptions in Part 1 - Goods and Services and the solicitation document titled Schedule 84-FSC Group 63-Technical Requirements for information regarding the qualification requirements.

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2014)

(a) *Definitions.* As used in this clause –

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned –

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

(a) *Definition.* “Commercially available off-the-shelf (COTS)” item, as used in this clause –

- (1) Means any item of supply (including construction material) that is –
 - (i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$35,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$35,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) *Subcontracts*. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that –

(1) Exceeds \$35,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111–212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments —

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by —

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for —

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209–9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111–212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

0 percent increase

0 percent decrease

This increase or decrease shall apply to 0.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (AUG 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

[] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

Number	Title	Clause/Provision
52.203-13	CONTRACTOR CODE OF BUSINESS	Clause
	ETHICS AND CONDUCT (OCT 2015)	
52.203-6	RESTRICTIONS ON	Clause
	SUBCONTRACTOR SALES TO THE	
	GOVERNMENT (SEP 2006)	
	(ALTERNATE I -- OCT 1995)	
52.204-10	REPORTING EXECUTIVE	Clause
	COMPENSATION AND FIRST-TIER	
	SUBCONTRACT AWARDS (OCT 2016)	
52.204-15	SERVICE CONTRACT REPORTING	Clause
	REQUIREMENTS FOR	
	INDEFINITE-DELIVERY CONTRACTS	
	(JAN 2014)	
52.209-6	PROTECTING THE GOVERNMENTS	Clause
	INTEREST WHEN SUBCONTRACTING	
	WITH CONTRACTORS DEBARRED,	
	SUSPENDED, OR PROPOSED FOR	
	DEBARMENT (OCT 2015)	
52.219-13	NOTICE OF SET-ASIDE OF ORDERS	Clause
	(NOV 2011)	
52.219-14	LIMITATIONS ON SUBCONTRACTING	Clause
	(JAN 2017)	
52.219-16	LIQUIDATED	Clause
	DAMAGES--SUBCONTRACTING PLAN	
	(JAN 1999)	
52.219-27	NOTICE OF SERVICE-DISABLED	Clause
	VETERAN-OWNED SMALL BUSINESS	
	SET-ASIDE (NOV 2011)	
52.219-28	POST-AWARD SMALL BUSINESS	Clause
	PROGRAM REREPRESENTATION (JUL	
	2013)	
52.219-29	NOTICE OF SET-ASIDE FOR, OR	Clause
	SOLE SOURCE AWARD TO,	
	ECONOMICALLY DISADVANTAGED	
	WOMEN-OWNED SMALL BUSINESS	
	CONCERNS (DEC 2015)	
52.219-3	NOTICE OF TOTAL HUBZONE	Clause
	SET-ASIDE OR SOLE SOURCE	
	AWARD (NOV 2011)	
52.219-30	NOTICE OF SET-ASIDE FOR, OR	Clause
	SOLE SOURCE AWARD TO,	
	WOMEN-OWNED SMALL BUSINESS	
	CONCERNS ELIGIBLE UNDER THE	
	WOMEN-OWNED SMALL BUSINESS	
	PROGRAM (DEC 2015)	

52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)	Clause
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)	Clause
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) (ALTERNATE II - NOV 2016)	Clause
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)	Clause
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)	Clause
52.222-26	EQUAL OPPORTUNITY (SEP 2016)	Clause
52.222-3	CONVICT LABOR (JUN 2003)	Clause
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)	Clause
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)	Clause
52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016)	Clause
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	Clause
52.222-50	COMBATING TRAFFICKING IN PERSONS (JAN 2019)	Clause
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)	Clause
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)	Clause
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	Clause
52.225-5	TRADE AGREEMENTS (AUG 2018)	Clause
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	Clause
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	Clause
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS (FEB 2006)	Clause

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)	Clause
52.222-41	SERVICE CONTRACT LABOR STANDARDS (AUG 2018)	Clause
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)	Clause
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDSâ##PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)	Clause
52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (MAY 2014)	Clause
52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS (MAY 2014)	Clause
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)	Clause
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)	Clause

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Required as applicable

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203–13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110–252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219–8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting

(iii) [Reserved]

(iv) 52.222–26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222–35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222–36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222–40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222–40.

(viii) 52.222–41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222–50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

[Required as applicable] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222–51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222–53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247–64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247–64.

- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

**52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING
DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING
DATA — MODIFICATIONS (OCT 2010) (ALTERNATE IV —
OCT 2010)**

- (a) Submission of certified cost or pricing data is not required.
- (b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403–3.]*
- (1) Information required by the clause at 552.243-72, Modifications (Multiple Award Schedule);
- (2) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.
- (3) By submitting a request for modification, the Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before agreeing to a modification, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to Contractor's cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

Note: Regulation 52.215-21

Reference in this clause to 552.243-72 should be 552.238-81.

52.216-18 ORDERING (OCT 1995) (DEVIATION II -- FEB 2007)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through Contract expiration date.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the ordering activity deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**52.216-19 ORDER LIMITATIONS (OCT 1995) (DEVIATION II –
FEB 2007)16.506(b)**

- (a) *Minimum order.* When the ordering activity requires supplies or services covered by this contract in an amount of less than to be negotiated, the ordering activity is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor –
- (1) Any order for a single item in excess of See Note below;
- (2) Any order for a combination of items in excess of See Note below; or
- (3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the ordering activity is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the ordering activity may acquire the supplies or services from another source.

Note: Regulation 52.216-19

Note: For maximum order limits (MOL) see Goods/Services section. MOL applies to single orders under a SIN, regardless of whether for a single item or combination of items. MOLs are not limits on the size order that may be placed, but are only thresholds that apply to the provisions of the clause.

Note: Due to a system limitation, a Maximum Order value of \$100,000 has been identified for the Order-Level Materials SIN. However, as Order-Level Materials are only acquired in direct support of an individual task or delivery order, the contractor's right to decline an order as outlined in FAR 52.216-19 Order Limitations paragraph (b) Maximum Order shall be based on the SINs that are the primary basis or purpose of the order, not the Maximum Order value associated with the Order-Level Materials SIN.

Additionally, Ordering agencies are reminded that the Maximum Order value identified for a Schedule SIN does not limit the value of an individual task or delivery order. Ordering limitations and procedures applicable to task or delivery orders inclusive of Order-Level Materials are outlined in GSAR 552.238-82, Special Ordering Procedures for the Acquisition of Order-Level Materials.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion of customer order, including options, 60 months following the expiration of the basic contract ordering period. *[insert*

].

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within Per task or delivery order.

52.219-13 NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

52.219-14 LIMITATIONS ON SUBCONTRACTING (JAN 2017)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and

(3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will, perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

(a) “Failure to make a good faith effort to comply with the subcontracting plan”, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled “Small Business Subcontracting Plan,” or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) *Definition.* "Service-disabled veteran-owned small business concern"—

(1) Means a small business concern —

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been set aside or reserved for service-disabled veteran-owned small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns; and

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(d) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for —

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(e) A joint venture may be considered a service-disabled veteran owned small business concern if —

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(f) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(a) *Definitions.* As used in this clause —

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and

operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts –

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update. (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it _____ is, _____ is not a small business concern under NAICS Code _____ assigned to contract number _____. [*Contractor to sign and date and insert authorized signer's name and title*].

Contractor Signature / Date

Authorized Signer's Name / Title

**52.219-29 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE
AWARD TO, ECONOMICALLY DISADVANTAGED
WOMEN-OWNED SMALL BUSINESS CONCERNS (DEC 2015)**

(a) *Definitions.* "Economically disadvantaged women-owned small business (EDWOSB) concern" means —

A small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business (WOSB) concern eligible under the WOSB Program.

"WOSB Program Repository" means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) *Applicability.* This clause applies only to —

- (1) Contracts that have been set aside or reserved for, or awarded on a sole source basis to, EDWOSB concerns;
- (2) Part or parts of a multiple-award contract that have been set aside for EDWOSB concerns; and
- (3) Orders set aside for EDWOSB concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

- (1) Offers are solicited only from EDWOSB concerns. Offers received from concerns that are not EDWOSB concerns will not be considered.
- (2) Any award resulting from this solicitation will be made to an EDWOSB concern.
- (3) The contracting officer will ensure that the apparent successful offeror has provided all required documents to the WOSB Program Repository. The contract will not be awarded until all required documents are received.

(d) *Agreement.* An EDWOSB concern agrees that in the performance of the contract for —

- (1) Services (except construction), the concern will perform at least 50 percent of the cost of the contract incurred for personnel with its own employees;
- (2) Supplies or products (other than procurement from a non-manufacturer in such supplies or products), the concern will perform at least 50 percent of the cost of manufacturing the supplies or products (not including the costs of materials);
- (3) General construction, the concern will perform at least 15 percent of the cost of the contract with its own employees (not including the costs of materials); and
- (4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract with its own employees (not including the cost of materials).

(e) *Joint Venture.* A joint venture may be considered an EDWOSB concern if —

- (1) It meets the applicable size standard corresponding to the NAICS code assigned to the contract, unless an exception to affiliation applies pursuant to 13 CFR 121.103(h)(3);
- (2) The EDWOSB participant of the joint venture is designated in System for Award Management as an EDWOSB concern;
- (3) The parties to the joint venture have entered into a written joint venture agreement that contains provisions —
 - (i) Setting forth the purpose of the joint venture;
 - (ii) Designating an EDWOSB concern as the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for the performance of the contract;
 - (iii) Stating that not less than 51 percent of the net profits earned by the joint venture will be distributed to the EDWOSB;
 - (iv) Specifying the responsibilities of the parties with regard to contract performance, sources of labor, and negotiation of the EDWOSB contract; and
 - (v) Requiring the final original records be retained by the managing venturer upon completion of the EDWOSB contract performed by the joint venture.
- (4) The joint venture performs the applicable percentage of work required in accordance with paragraph (d) above; and
- (5) The procuring activity executes the contract in the name of the EDWOSB or joint venture.

(f) *Nonmanufacturer.* An EDWOSB concern that is a non-manufacturer, as defined in 13 CFR 121.406(b) or FAR 19.102(f), may submit an offer on an EDWOSB requirement with a NAICS code for supplies, if it meets the requirements under the non-manufacturer rule set forth in those regulations.

52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)

(a) *Definitions.* See 13 CFR 125.6(e) for definitions of terms used in paragraph (c).

(b) *Applicability.* This clause applies only to —

- (1) Contracts that have been set aside or reserved for, or awarded on a sole source basis to, HUBZone small business concerns;
- (2) Part or parts of a multiple-award contract that have been set aside for HUBZone small business concerns; and
- (3) Orders set-aside for HUBZone small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

- (1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns will not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for —

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction.

(i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees or on a combination of the HUBZone prime contractor's employees and employees of HUBZone small business concern subcontractors; and

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors.

(i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees or on a combination of the HUBZone prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the HUBZone small business participants.

(f) (1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) *Notice.* The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

**52.219-30 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE
AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS
ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS
PROGRAM (DEC 2015)**

(a) *Definitions.* “Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

“WOSB Program Repository” means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) *Applicability.* This clause applies only to —

- (1) Contracts that have been set aside or reserved for, or awarded on a sole source basis to, WOSB concerns eligible under the WOSB Program;
- (2) Part or parts of a multiple-award contract that have been set aside for WOSB concerns eligible under the WOSB Program; and
- (3) Orders set aside for WOSB concerns eligible under the WOSB Program, under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

- (1) Offers are solicited only from WOSB concerns eligible under the WOSB Program. Offers received from concerns that are not WOSB concerns eligible under the WOSB program shall not be considered.
- (2) Any award resulting from this solicitation will be made to a WOSB concern eligible under the WOSB Program.
- (3) The Contracting Officer will ensure that the apparent successful offeror has provided the required documents to the WOSB Program Repository. The contract shall not be awarded until all required documents are received.

(d) *Agreement.* A WOSB concern eligible under the WOSB Program agrees that in the performance of the contract for —

- (1) Services (except construction), the concern will perform at least 50 percent of the cost of the contract incurred for personnel with its own employees;
- (2) Supplies or products (other than procurement from a non-manufacturer in such supplies or products), the concern will perform at least 50 percent of the cost of manufacturing the supplies or products (not including the costs of materials);
- (3) General construction, the concern will perform at least 15 percent of the cost of the contract

with its own employees (not including the costs of materials); and

(4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract with its own employees (not including cost of materials).

(e) *Joint Venture*. A joint venture may be considered a WOSB concern eligible under the WOSB Program if —

(1) It meets the applicable size standard corresponding to the NAICS code assigned to the contract, unless an exception to affiliation applies pursuant to 13 CFR 121.103(h)(3);

(2) The WOSB participant of the joint venture is designated in the System for Award Management as a WOSB concern eligible under the WOSB Program;

(3) The parties to the joint venture have entered into a written joint venture agreement that contains provisions —

(i) Setting forth the purpose of the joint venture;

(ii) Designating a WOSB concern eligible under the WOSB Program as the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for the performance of the contract;

(iii) Stating that not less than 51 percent of the net profits earned by the joint venture will be distributed to the WOSB;

(iv) Specifying the responsibilities of the parties with regard to contract performance, sources of labor, and negotiation of the WOSB contract; and

(v) Requiring the final original records be retained by the managing venturer upon completion of the WOSB contract performed by the joint venture.

(4) The joint venture must perform the applicable percentage of work required in accordance with paragraph (d) above; and

(5) The procuring activity executes the contract in the name of the WOSB concern eligible under the WOSB Program or joint venture.

(f) *Nonmanufacturer*. A WOSB concern eligible under the WOSB Program that is a non-manufacturer, as defined in 13 CFR 121.406(b) or FAR 19.102(f), may submit an offer on a WOSB requirement with a NAICS code for supplies, if it meets the requirements under the non-manufacturer rule set forth in those regulations.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) *Definition*.

"*Small business concern*," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability*. This clause applies only to —

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in

8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.*

A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

(a) Definitions. As used in this contract —

“HUBZone small business concern” means a small business concern, certified by the Small Business Administration, that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

“Service-disabled veteran-owned small business concern” —

(1) Means a small business concern —

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that —

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by —

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern —

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern —

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor’s compliance with this clause.

(d) (1) The Contractor may accept a subcontractor’s written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) The Contractor may accept a subcontractor’s representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if —

(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the

subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management or by contacting the SBA. Options for contacting the SBA include —

(i) HUBZone small business database search application web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or <http://www.sba.gov/hubzone>;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington, DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) (ATERNATE II – NOV 2016)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause —

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Electronic Subcontracting Reporting System (eSRS) means the Government-wide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in

accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Total contract dollars means the final anticipated dollar value, including the dollar value of all options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

- (c) (1) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the Offeror ineligible for award of a contract.
- (2) (i) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.
- (ii) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if—
- (A) The subcontractor is registered in SAM; and
- (B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.
- (iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.
- (iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.
- (d) The Offeror's subcontracting plan shall include the following:

- (1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in

terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626 —

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of —

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to —

(i) Small business concerns;

- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with —

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will —

- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
 - (iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;
 - (iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
 - (v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
 - (vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and
 - (vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (*e.g.*, SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating —
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact —

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through —

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if —

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219-8(d)(2).

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided —

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with

(1) the clause of this contract entitled "Utilization Of Small Business Concerns," or

(2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semiannually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR

rejection.

- (ii) (A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(3) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

- (iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

- (iv) The authority to acknowledge receipt or reject the ISR resides —

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

- (2) SSR. (i) Reports submitted under individual contract plans.

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$700,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

- (ii) Reports submitted under a commercial plan.

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

**52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
(FEB 1997)**

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

**52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS
(MAY 2014)**

(a) "Service employee", as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the

contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

- (c) (1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (*e.g.*, it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

- (d) (1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor

Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be —

- (i) Posted in a conspicuous place at the worksite; or
 - (ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.
- (e) (1) If required in accordance with 52.222–41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222–41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.
- (2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.
- (f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.
- (1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.
 - (2) A copy of any record that forms the basis for any exemption claimed under this part.
 - (3) A copy of the service employee list provided to or received from the contracting agency.
 - (4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.
- (g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233–1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.

- (h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.
- (i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.
- (j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.
- (k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.
- (l) *Subcontracts.* In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures —
- (1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;
 - (2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and
 - (3) The recordkeeping requirements of paragraph (f) of this clause.

**52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES
AND REMEDIES (JAN 2018) 22.1505(b)**

- (a) *Applicability.* This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in —
- (1) Canada, and the anticipated value of the acquisition is \$25,000 or more;
 - (2) Israel, and the anticipated value of the acquisition is \$50,000 or more;
 - (3) Mexico, and the anticipated value of the acquisition is \$80,317 or more; or
 - (4) Armenia, Aruba, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic,

Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$180,000 or more.

(b) *Cooperation with Authorities.* To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations.* The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) *Remedies.*

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

(a) *Definitions.* As used in this clause —

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

52.222-26 EQUAL OPPORTUNITY (SEP 2016)

(a) *Definition.* As used in this clause.

"*Compensation*" means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

"*Compensation information*" means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

"*Essential job functions*" means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if —

- (1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or
- (2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

"*Gender identity*" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

"*Sexual orientation*" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

"*United States,*" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

- (b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities

(41 CFR 60-1.5).

- (c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
- (2) The Contractor shall 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. This shall include, but not be limited to —
- (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion;
 - (iv) Transfer;
 - (v) Recruitment or recruitment advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) (i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by —
- (A) Incorporation into existing employee manuals or handbooks; and
 - (B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.222-29 NOTIFICATION OF VISA DENIAL (APR 2015)

(a) *Definitions.* As used in this clause —

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) *Requirement to notify.*

(1) It is a violation of Executive Order 11246 for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, on the basis that the individual's race, color, religion, sex, sexual orientation, gender identity, or national origin is not

compatible with the policies of the country where or for whom the work will be performed (41 CFR 60–1.10).

(2) The Contractor shall notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW., Room 6212, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believes the denial is attributable to the race, color, religion, sex, sexual orientation, gender identity, or national origin of the employee or potential employee.

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons—

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) *Definitions.* As used in this clause —

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60–300.5(a), as of March 24, 2014. This clause prohibits discrimination against

qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60–741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

(a) *Definitions.* As used in this clause, “active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” and “recently separated veteran,” have the meanings given in FAR 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on —

- (1) The total number of employees in the contractor’s workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and
- (3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS–4212 “Federal Contractor Veterans’ Employment Report” (see “VETS–4212 Federal Contractor Reporting” and “Filing Your VETS–4212 Report” at <http://www.dol.gov/vets/vets4212.htm>).

(d) The Contractor shall file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date –

- (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be —

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor- Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a)

through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)

(a) *Definitions.* As used in this clause –

Contractor when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor.

(b) *Applicability.* This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.* (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraphs (b)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under the contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to Furnish Fringe Benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum Wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor Contracts.* If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) *Safe and Sanitary Working Conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of the service employee. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records.* (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute —

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor will permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay Periods.* The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of Payments and Termination of Contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the

Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective Bargaining Agreements Applicable to Service Employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority List.* Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent prime Contractor shall furnish to the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Ruling and Interpretations.* Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's Certification.* (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, Tolerances, and Exemptions Involving Employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act

of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips.* An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision —

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) *Disputes Concerning Labor Standards.* The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the

contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It Is Not a Wage Determination

Employee Class	Monetary Wage – Fringe Benefits
N/A	N/A
N/A	N/A
N/A	N/A

**52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE
CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT
(MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)**

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increase or decrease wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment in its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

52.222-49 SERVICE CONTRACT LABOR STANDARDS — PLACE OF PERFORMANCE UNKNOWN (MAY 2014)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: TBD (*insert places or areas*). The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by within 15 days of request (*insert time and date*).

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

52.222-50 COMBATING TRAFFICKING IN PERSONS (JAN 2019)

(a) *Definitions.* As used in this clause —

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means —

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item means —

- (1) Any item of supply (including construction material) that is —
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without

modification, in the same form in which it is sold in the commercial marketplace; and

- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person —

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of —

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

- (1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for —
 - (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
 - (ii) Advertising;
 - (iii) Obtaining permanent or temporary labor certification, including any associated fees;
 - (iv) Processing applications and petitions;
 - (v) Acquiring visas, including any associated fees;
 - (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
 - (vii) Accessing the job opportunity, including required medical examinations and

immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs —

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is —

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to —

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means —

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not —

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)
 - (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
 - (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees or potential employees recruitment fees;
- (7)
 - (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment —
 - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
 - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that —

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is —

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall —

(1) Notify its employees and agents of —

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.*

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of —

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor

employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in —

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.*

(1) The Contractor shall, at a minimum —

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not —

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from —

(A) Conducting an internal investigation;

or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.*

(1) This paragraph (h) applies to any portion of the contract that —

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate —

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange

housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.*

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that —

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either —

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that —

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

**52.222-51 EXEMPTION FROM APPLICATION OF THE SERVICE
CONTRACT LABOR STANDARDS TO CONTRACTS FOR
MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN
EQUIPMENT--REQUIREMENTS (MAY 2014)**

(a) The items of equipment to be serviced under this contract are used regularly for other than

Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations.

(b) The services shall be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(1) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(2) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract shall be the same as that used for these employees and for equivalent employees servicing the same equipment of commercial customers.

(d) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine the applicability of this exemption to any subcontract on or before subcontract award. In making a judgment that the exemption applies, the Contractor shall consider all factors and make an affirmative determination that all of the conditions in paragraphs (a) through (c) of this clause will be met.

(e) If the Department of Labor determines that any conditions for exemption in paragraphs (a) through (c) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures at 29 CFR 4.123(e)(1)(iv) and 29 CFR 4.5(c) will be followed.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for exempt services under this contract.

52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS (MAY 2014)

(a) The services under this contract are offered and sold regularly to non-Governmental customers, and are provided by the Contractor to the general public in substantial quantities in the course of normal business operations.

(b) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract.

(d) The Contractor uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for these employees and for equivalent employees servicing commercial customers.

- (e) (1) Except for services identified in FAR 22.1003-4(d)(1)(iv), the subcontractor for exempt services shall be selected for award based on other factors in addition to price or cost with the combination of other factors at least as important as price or cost; or
- (2) A subcontract for exempt services shall be awarded on a sole source basis.
- (f) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine in advance, based on the nature of the subcontract requirements and knowledge of the practices of likely subcontractors, that all or nearly all likely subcontractors will meet the conditions in paragraphs (a) through (d) of this clause. If the services are currently being performed under a subcontract, the Contractor shall consider the practices of the existing subcontractor in making a determination regarding the conditions in paragraphs (a) through (d) of this clause. If the Contractor has reason to doubt the validity of the certification, the requirements of the Service Contract Labor Standards statute shall be included in the subcontract.
- (g) If the Department of Labor determines that any conditions for exemption at paragraphs (a) through (e) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures in at 29 CFR 4.123(e)(2)(iii) and 29 CFR 4.5(c) will be followed.
- (h) The Contractor shall include the substance of this clause, including this paragraph (h), in subcontracts for exempt services under this contract.

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

(a) *Definitions.* As used in this clause –

Commercially available off-the-shelf (COTS) item –

(1) Means any item of supply that is –

- (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee –

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to

purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall –

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of –

(i) *All new employees.*

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the

Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of –

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee –

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph

(e) (appropriately modified for identification of the parties), in each subcontract that –

(1) Is for –

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

**52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658
(DEC 2015)**

(a) *Definitions.* As used in this clause —

“United States” means the 50 states and the District of Columbia.

“Worker” —

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and —

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor’s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order minimum wage rate.*

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor’s Wage and Hour Division (the Administrator) will publish annual determinations in the **Federal Register** no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3) (i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers’ compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition –

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to –

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor

Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to –

- (A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).
- (B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).
- (C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice.* The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.*

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages

required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018)

(a) *Definition.*—"Site of the work"—

(1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

- (b) (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.
- (2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.
- (3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- (4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.
- (c) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
 - (ii) The classification is utilized in the area by the construction industry.
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
U.S. Department of Labor

Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)

(a) *Definitions.* As used in this clause (in accordance with 29 CFR 13.2) —

“Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.

“Employee” —

- (1) (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with

the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

- (2) (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
- (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

(b) *Executive Order 13706.*

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave.* The Contractor shall —

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an

authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including—

- (1) Any pay and/or benefits denied or lost by reason of the violation;
- (2) Other actual monetary losses sustained as a direct result of the violation; and
- (3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment.

(1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) *Recordkeeping*

(1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

- (i) Name, address, and social security number of each employee.
- (ii) The employee's occupation(s) or classification(s).
- (iii) The rate or rates of wages paid (including all pay and benefits provided).
- (iv) The number of daily and weekly hours worked.
- (v) Any deductions made.
- (vi) The total wages paid (including all pay and benefits provided) each pay period.
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee

has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

- (2) (i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

- (4) (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

(j) *Interference/discrimination.*

- (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to —

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

- (2) The Contractor shall not discharge or in any other manner discriminate against any employee for —

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.222-7 Withholding of Funds (MAY 2014)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

52.222-8 Payrolls and Basic Records (AUG 2018)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) (Construction Wage Rate Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost

incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph(a) of this clause, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at <http://www.dol.gov/whd/forms/wh347.pdf>. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

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Washington, DC 20402

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify —

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized

representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

52.222-9 Apprentices and Trainees (Jul 2005)

(a) Apprentices.

- (1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed—
 - (i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or
 - (ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.
- (3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.
- (5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

(a) *Definitions.* As used in this clause —

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)

(a) *Definition.* As used in this clause —

“*Global warming potential*” means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide’s global warming potential is defined as 1.0.

“*High global warming potential hydrofluorocarbons*” means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR Part 82 subpart G with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

“*Hydrofluorocarbons*” means compounds that only contain hydrogen, fluorine, and carbon.

“*Ozone-depleting substance*,” means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as —

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall —

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by —

(i) Type of hydrofluorocarbon (*e.g.*, HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after —

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA’s SNAP program (available at <http://www.epa.gov/snap>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at <http://www.epa.gov/snap>.

52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED

**ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS
(AUG 2018)**

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired#

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designated items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN
TEXT MESSAGING WHILE DRIVING (AUG 2011)**

(a) *Definitions.* As used in this clause –

“*Driving*” –

- (1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- (2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

“*Text messaging*” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor should –

- (1) Adopt and enforce policies that ban text messaging while driving –
 - (i) Company-owned or -rented vehicles or Government-owned vehicles; or
 - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (2) Conduct initiatives in a manner commensurate with the size of the business, such as –
 - (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)

The Contractor's work under this contract shall conform with all operational controls identified in the applicable agency or facility Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of the Environmental Management Systems.

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless –

(1) The product cannot be acquired –

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall –

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than –

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(ALTERNATE I—JUL 1995)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Table - HAZARDOUS MATERIAL IDENTIFICATION	
Material (If none, insert "None")	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

Note: Regulation 52.223-3

Per FAR 23.303 Contract clause.

(a) The contracting officer shall insert the clause at 52.223-3, Hazardous Material Identification and Material Safety Data, in solicitations and contracts if the contract will require the delivery of hazardous materials as defined in 23.301.

(b) If the contract is awarded by an agency other than the Department of Defense, the contracting officer shall use the clause at 52.223-3 with its Alternate I.

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

(a) *Definitions.* As used in this clause—

Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

(6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, *Per task or delivery order* days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the Contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work

statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "*Operation of a system of records*," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "*Record*," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "*System of records on individuals*," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

52.225-5 TRADE AGREEMENTS (AUG 2018)

(a) *Definitions.* As used in this clause —

“Caribbean Basin country end product” —

(1) Means an article that —

(i) (A) Is wholly the growth, product, or manufacture of a Caribbean Basin country;

or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

- (1) Tuna, prepared or preserved in any manner in airtight containers;
- (2) Petroleum, or any product derived from petroleum;
- (3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and
- (4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at <https://usitc.gov/tata/hts/index.htm>. In particular, see the following:

- (1) General Note 3(c), Products Eligible for Special Tariff treatment.
- (2) General Note 17, Products of Countries Designated as Beneficiary Countries under the United States-Caribbean Basin Trade Partnership Act of 2000.
- (3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).
- (4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States-Caribbean Basin Trade Partnership Act; and

(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“Designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as “the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu

(Chinese Taipei)), Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

“Designated country end product” means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

“End product” means those articles, materials, and supplies to be acquired under the contract for public use.

“Free Trade Agreement country end product” means an article that —

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“Least developed country end product” means an article that —

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-made end product” means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

“WTO GPA country end product” means an article that —

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

52.229-1 STATE AND LOCAL TAXES (APR 1984) (DEVIATION I –MAY 2003)

Notwithstanding the terms of the Federal, State, and Local Taxes clause, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the ordering activity agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

Note: Regulation 52.229-1

Clause 52.229-1 State and Local Taxes (APR 1984)(Deviation I - MAY 2003) applies ONLY to SIN 246-53 in Attachment 03.

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) (DEVIATION – FEB 2007)

(a) As used in this clause —

“After-imposed Federal tax” means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

“After-relieved Federal tax” means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“All applicable Federal, State, and local taxes and duties” means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

“Contract date” means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

“Local taxes” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) (1) The contract price includes all applicable Federal, State, and local taxes and duties, except as provided in subparagraph (b)(2)(i) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000C may not be —

(i) Included in the contract price; nor

(ii) Reimbursed.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor’s fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The ordering activity shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

52.232-17 INTEREST (MAY 2014) (DEVIATION – MAY 2003)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the ordering activity under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the ordering activity transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) (DEVIATION -- MAY 2003)

Funds are not presently available for performance under this contract beyond Per Task or Delivery Order. The ordering activity's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the ordering activity for any payment may arise for performance under this contract beyond Per Task or Delivery Order, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format

or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

**52.232-34 Payment by Electronic Funds Transfer—Other than
SYSTEM FOR AWARD MANAGEMENT (JUL 2013) (DEVIATION –
FEB 2007)**

(a) Method of payment.

(1) All payments by the ordering activity under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the ordering activity is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the ordering activity to extend payment due dates until such time as the ordering activity makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the ordering activity with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: “designated office”) by date requested. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor’s EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The ordering activity may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment.

(1) The ordering activity is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the ordering activity shall begin using the changed EFT information no later than 30 days after its receipt by

the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the ordering activity used the Contractor's EFT information incorrectly, the ordering activity remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of ordering activity release of the EFT payment transaction instruction to the Federal Reserve System, and—

- (i) If the funds are no longer under the control of the payment office, the ordering activity is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the ordering activity shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the ordering activity, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The ordering activity is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The ordering activity may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the ordering activity does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the ordering activity. If the ordering activity makes payment by check in accordance with paragraph (a) of this clause, the ordering activity shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

**52.232-36 PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION
– MAY 2003)**

(a) *General.*

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the ordering activity, in accordance with the terms of this clause. The third party and, if applicable, the particular credit card to be used are identified elsewhere in this contract.

(2) The credit card is not authorized as a method of payment during any period of the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at <http://fms.treas.gov/debt/index.html>. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by credit card.

(b) *Contractor payment request.*

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the ordering activity account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the credit card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) *Payment.* The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the

ordering activity and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) *Documentation.* Documentation of each charge against the ordering activity's account shall be provided to the Contracting Officer upon request.

(e) *Assignment of claims.* Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 (31 U.S.C. 3727, 41 U.S.C. 6305).

(f) *Other payment terms.* The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated—

- (a) Elsewhere in this contract or agreement; or
- (b) In individual orders placed under this contract or agreement.

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

52.233-1 DISPUTES (MAY 2014)

(a) This contract is subject to 41 U.S.C chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C chapter 71. The submission may be converted to a claim under 41 U.S.C chapter 71, by complying with the submission

and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C chapter 71.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

52.233-3 PROTEST AFTER AWARD (AUG 1996)

- (a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final

decision in the protest, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at anytime are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2), or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.237-3 CONTINUITY OF SERVICES (JAN 1991) (DEVIATION – MAY 2003)

(a) The Contractor recognizes that the services under this contract are vital to the ordering activity and must be continued without interruption and that, upon contract expiration, a successor, either the ordering activity or another contractor, may continue them. The Contractor agrees to-

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either —

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if —

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

(a) *Definitions.* As used in this clause —

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Untimely payment means a payment that is more than 90 days past due under the terms and conditions of a subcontract, for supplies and services for which the Government has paid the prime contractor.

(b) *Notice.* The Contractor shall notify the Contracting Officer, in writing, not later than 14 days after —

(1) A small business subcontractor was entitled to payment under the terms and conditions of the subcontract; and

(2) The Contractor —

(i) Made a reduced or untimely payment to the small business subcontractor; or

(ii) Failed to make a payment, which is now untimely.

(c) *Content of notice.* The Contractor shall include the reason(s) for making the reduced or untimely payment in any notice required under paragraph (b) of this clause.

**52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996)
(DEVIATION - MAY 2003)**

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the ordering activity covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the ordering activity during contract performance and for as long afterwards as the contract requires.

(c) The ordering activity has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The ordering activity shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the ordering activity performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the ordering activity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the ordering activity may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the ordering activity may--

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the ordering activity that is directly related to the performance of such service; or

(2) Terminate the contract for default.

**52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB
2006)
(DEVIATION I – JULY 2008)**

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the ordering activity is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the To be determined at the Task Order level [name the specific ordering activity] and the actual total transportation charges paid to the carrier(s) by the consignor or

consignee are assignable to, and shall be reimbursed by, the ordering activity.

(b) If the ordering activity is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the - To be determined at the Task Order level [the specific ordering activity] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the ordering activity, pursuant to cost-reimbursement contract No. To be determined at the Task Order level. This may be confirmed by contacting To be determined at the Task Order level [Name and address of the contract administration office listed in the contract].

**52.247-32 F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)
(DEVIATION I - JULY 2008)**

(a) The term "f.o.b. origin, freight prepaid," as used in this clause, means --

(1) Free of expense to the ordering activity delivered --

(i) On board the indicated type of conveyance of the carrier (or of the ordering activity, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any ordering activity-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

(2) The cost of transportation, ultimately the ordering activity's obligation, is prepaid by the contractor to the point specified in the contract.

(b) The Contractor shall --

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) (i) Order specified carrier equipment when requested by the ordering activity; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods --

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing or marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Prepare a bill of lading or other transportation receipt. The bill of lading shall show --

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for bills of lading; e.g., "This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the ordering activity"; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier;

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency; and

(7) Prepay all freight charges to the extent specified in the contract.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which these supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:

(1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."

(2) Notwithstanding paragraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor's expense, to the container yard in the same or nearest city where seavan container service is available.

52.247-34 F.O.B. DESTINATION (NOV 1991) (DEVIATION – MAY 2003)

(a) The term "f.o.b. destination," as used in this clause, means—

(1) Free of expense to the ordering activity, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The ordering activity shall not be liable for any delivery, storage, demurrage,

accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the ordering activity acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

- (1) (i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

**52.247-38 F.o.b. Inland Carrier, Point of Exportation (FEB 2006)
(DEVIATION – FEB 2007)**

(a) The term "f.o.b. inland carrier, point of exportation," as used in this clause, means free of expense to the ordering activity, on board the conveyance of the inland carrier, delivered to the specified point of exportation.

(b) The Contractor shall—

- (1) (i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;
- (2) Prepare and distribute commercial bills of lading or other transportation receipt;
- (3) (i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and
- (ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and

(5) At the ordering activity's request and expense, assist in obtaining the documents required for—

- (i) Exportation; or
- (ii) Importation at destination.

**52.247-39 F.O.B. INLAND POINT, COUNTRY OF IMPORTATION
(APR 1984)
(DEVIATION I - JULY 2008)**

(a) The term "f.o.b. inland point, country of importation," as used in this clause, means free of expense to the ordering activity, on board the indicated type of conveyance of the carrier, delivered to the specified inland point where the consignee's facility is located.

(b) The Contractor shall --

- (1) (i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods;
- (2) (i) Deliver, in or on the inland carrier's conveyance, the shipment in good order and condition to the specified inland point where the consignee's facility is located; and
- (ii) Pay and bear all applicable charges incurred up to the point of delivery, including transportation costs; export, import, or other fees or taxes; costs of landing; wharfage costs; customs duties and costs of certificates of origin; consular invoices; and other documents that may be required for importation; and
- (3) Be responsible for any loss of and/or damage to the goods until their arrival on or in the carrier's conveyance at the specified inland point.

**52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT
CAR AND TRAILER-ON-FLAT CAR (PIGGYBACK) SHIPMENTS
(DEVIATION—OCT 1984)**

(a) Upon receipt of shipping instructions, as provided in this contract, the supplies to be included in any freight carload or trailer load (piggyback) shipment by rail shall be loaded, blocked, and braced by the Contractor in accordance with the standards published by the Association of American Railroads and effective at the time of shipment.

(b) Shipments, for which the Association of American Railroads has published no such standards, shall be loaded, blocked, and braced in accordance with standards established by the shipper as evidenced by written acceptance of an authorized representative of the carrier.

(c) The Contractor shall be liable for payment of any damage to any supplies caused by the failure to load, block, and brace in accordance with acceptable standards set forth herein.

(d) A copy of the appropriate pamphlet of the Association of American Railroads may be obtained from that Association.

**52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG
COMMERCIAL VESSELS (FEB 2006)**

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are —

- (1) Acquired for a U.S. Government agency account;
- (2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;
- (3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or
- (4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

- (c) (1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both (i) the Contracting Officer and (ii) the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, SW, Washington, DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor.
- (2) The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:
- (A) Sponsoring U.S. Government agency.
 - (B) Name of vessel.
 - (C) Vessel flag of registry.
 - (D) Date of loading.
 - (E) Port of loading.
 - (F) Port of final discharge.
 - (G) Description of commodity.
 - (H) Gross weight in pounds and cubic feet if available.
 - (I) Total ocean freight revenue in U.S. dollars.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to —

- (1) Cargoes carried in vessels as required or authorized by law or treaty;
- (2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);

(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and

(4) Subcontracts or purchase orders for the acquisition of commercial items unless —

(i) This contract is —

(A) A contract or agreement for ocean transportation services; or

(B) A construction contract; or

(ii) The supplies being transported are —

(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

(B) Shipped in direct support of U.S. military —

(1) Contingency operations;

(2) Exercises; or

(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates, Maritime Administration, 400 Seventh Street, SW, Washington, DC 20590, Phone: 202-366-4610.

**52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT – SMALL
PACKAGE SHIPMENTS
(JAN 1991) (DEVIATION I - JULY 2008)**

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The ordering activity will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled “Commercial Bill of Lading Notations.”

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Ordering activity prepaid shipments with the Contractor’s commercial shipments for delivery to one or more consignees and the Ordering activity will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the ordering activity

52.247-68 REPORT OF SHIPMENT (REPSHIP) (FEB 2006)

(a) Definition. Domestic destination, as used in this clause, means—

(1) A destination within the contiguous United States; or

(2) If shipment originates in Alaska or Hawaii, a destination in Alaska or Hawaii, respectively.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall—

(1) Send a prepaid notice of shipment to the consignee transportation officer—

(i) For all shipments of—

(A) Classified material, protected sensitive, and protected controlled material;

(B) Explosives and poisons, class 1, division 1.1, 1.2 and 1.3; class 2, division 2.3 and class 6, division 6.1;

(C) Radioactive materials requiring the use of a III bar label; or

(ii) When a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract, or private) for transportation to a domestic destination (other than a port for export);

(2) Transmits the notice by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment; and

(3) Send, to the receiving transportation officer, the bill of lading or letter or other document containing the following information and prominently identified as a “Report of Shipment” or “REPSHIP FOR T.O.”

RESHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER, DEFENSE DEPOT, MEMPHIS, TN.

SHIPPED YOUR DEPOT 1981 JUN 1

540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1782 CUBE, VIA XX-YY*

IN CAR NO. XX 123456*-BL***-C98000031****CONTRACT DLA_____

ETA*****-JUNE 5 JONES & CO., JERSEY CITY N.J.

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, Government Property, apply to all property acquired under such authorization.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is <http://acquisition.gov/far/>.

Number	Title	Clause/Provision
52.202-1	DEFINITIONS (NOV 2013)	Clause
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)	Clause
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	Clause
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)	Clause
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	Clause
52.207-5	OPTION TO PURCHASE EQUIPMENT (FEB 1995)	Clause
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)	Clause
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	Clause
52.211-16	VARIATION IN QUANTITY (APR 1984)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) (ALTERNATE IV - OCT 2010)	Clause
52.216-19	ORDER LIMITATIONS (OCT 1995) (DEVIATED II - FEB 2007)	Clause
52.216-22	INDEFINITE QUANTITY (OCT 1995)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-29	NOTIFICATION OF VISA DENIAL (APR 2015)	Clause
52.222-49	SERVICE CONTRACT LABOR STANDARDS â## PLACE OF PERFORMANCE UNKNOWN (MAY	Clause

	2014)	
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS (08/22/2018)	Clause
52.222-7	WITHHOLDING OF FUNDS (MAY 2014)	Clause
52.222-8	PAYROLLS AND BASIC RECORDS (AUG 2018)	Clause
52.222-9	APPRENTICES AND TRAINEES (JUL 2005)	Clause
52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)	Clause
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)	Clause
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)	Clause
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	Clause
52.229-1	STATE AND LOCAL TAXES (APR 1984) (DEVIATION I - MAY 2003)	Clause
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) (DEVIATION I - FEB 2007)	Clause
52.232-17	INTEREST (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) (DEVIATION I - MAY 2003)	Clause
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013) (DEVIATION I - FEB 2007)	Clause
52.232-36	PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause

52.233-1	DISPUTES (MAY 2014)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991) (DEVIATION I - MAY 2003)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)	Clause
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991) (DEVIATION I - MAY 2003)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006) (DEVIATION I - FEB 2007)	Clause
52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR AND TRAILER-ON-FLAT CAR (PIGGYBACK) SHIPMENTS (DEVIATION I - OCT 1984)	Clause
52.247-68	REPORT OF SHIPMENT (REPSHIP) (FEB 2006)	Clause
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-89	NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)	Clause
552.212-70	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)	Clause
552.229-71	FEDERAL EXCISE TAX--DC GOVERNMENT (SEP 1999)	Clause
552.232-81	PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)	Clause
552.232-83	CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)	Clause
552.238-73	CANCELLATION (SEP 1999)	Clause
552.238-77	DEFINITION (FEDERAL SUPPLY SCHEDULES) - NON-FEDERAL ENTITY (JUL 2016)	Clause
552.238-79	USE OF FEDERAL SUPPLY	Clause

	SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (JUL 2016)	
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)	Clause
C-FSS-412	CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000)	Clause
D-FSS-471	MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR 1984)	Clause
D-FSS-477	TRANSSHIPMENTS (APR 1984)	Clause
I-FSS-314	FOREIGN TAXES AND DUTIES (DEC 1990)	Clause
I-FSS-594	PARTS AND SERVICE (OCT 1988)	Clause

552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

552.211-73 MARKING (FEB 1996)

(a) *General requirements.* Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the contract. Additional marking requirements may be specified on delivery orders issued under the contract. If not otherwise specified, interior packages and exterior shipping containers shall be marked in accordance with the following standards.

(1) *Deliveries to civilian activities.* Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.

(2) *Deliveries to military activities.* Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation.

(b) *Improperly marked material.* When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor to perform the required marking, by contract or otherwise, and charge the Contractor, therefor at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering activity and the Contractor.

552.211-77 PACKING LIST (FEB 1996) (ALTERNATE I – MAY 2003)

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate: (1) Name and address of consignor; (2) Name and complete address of consignee; (3) Ordering activity order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

(b) When payment will be made by Ordering activity commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include: (1) Cardholder name and telephone number; and (2) the term "Credit Card."

552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996)

(a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

ITEMS OR GROUP OF ITEMS (Special item No. or nomenclature)	GOVERNMENT STATED DELIVERY TIME (Days ARO)	CONTRACTOR'S NORMAL COMMERCIAL DELIVERY TIME
Attachment 01 - 260-01 - 260-98 & 260-99 - All other SINS -	365 DARO 30-120 DARO 120 DARO	_____
Attachment 02 - All SINS - Attachment 03 - All SINS - Attachment 04 - 633-30, 633-30a, 633-99 Attachment 04 - All other SINS -	90 DARO 60 DARO 75 DARO 45-60 DARO	_____
Attachment 05 - 426-4K - 426-4E, 426-5A & 426-5B Attachment 05 - All other SINS	365 DARO 180 DARO 30-120 DARO	_____

(b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

ITEM OR GROUP OF ITEMS (Special Item No. of nomenclature)	Expedited Delivery Time (Hours/Days ARO)
_____	_____

_____	_____
_____	_____

(c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2—day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

552.211-8 TIME OF DELIVERY (SEP 1999)

(a) The time of delivery for each item means the time required after receipt of an order (1) to make delivery to a destination in the case of delivered prices, or (2) to place shipment in transit in the case of f.o.b. origin prices.

(b) Delivery is required to be made at the point(s) specified within TBD days after receipt of order.

552.211-89 NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)

(a) *Definitions:*

IPPC Country: Countries of the European Union (EU) or any other country endorsing the International Plant Protection Convention (IPPC) “Guidelines for Regulating Wood Packaging Material in International Trade,” approved March 15, 2002. A listing of countries participating in the IPPC is found at http://www.aphis.usda.gov/import_export/plants/plants_exports/wpm/country/index.shtml

Non-Manufactured wood, is also called solid wood and defined as wood packing other than that comprised wholly of wood-based products such as plywood, particle board, oriented strand board, veneer, wood wool, and similar materials, which has been created using glue, heat and pressure or a combination thereof.

Packaged material, and Solid Wood Packing Material (SWPM), for purposes of this clause, is defined as each separate and distinct material that by itself or in combination with other materials forms the container providing a means of protecting and handling a product. This includes, but is not limited to, pallets, dunnage, crating, packing blocks, drums, load boards, pallet collars, and skids.

(b) Non-manufactured wood pallets and other non-manufactured wood packaging material used to pack items for delivery to or through IPPC countries must be marked and properly treated in accordance with IPPC guidelines.

(c) This requirement applies whether the shipment is direct to the end user or through a Government designated consolidation point. Packaging that does not conform to IPPC guidelines will be refused entry, destroyed or treated prior to entry.

(d) For Department of Defense distribution facilities or freight consolidation points, all non-manufactured wood pallets or packaging material with a probability of entering countries endorsing the IPPC Guidelines must be treated and marked in accordance with DLA 47.305-1 (available at <http://farsite.hill.af.mil/archive/Dlad/Rev5/PART47.htm>), and MIL-STD-2073-1, Standard Practice for Military Packaging (and any future revision).

(e) Pallets and packing material shipped to FAS distribution facilities designated for possible delivery

to the countries endorsing the IPPC Guidelines will comply with DLAD 47.305-1, and MIL-STD-2073-1.

(f) Delays in delivery caused by non-complying pallets or wood package material will not be considered as beyond the control of the Contractor. Any applicable Government expense incurred as a result of the Contractor's failure to provide appropriate pallets or package material shall be reimbursed by the Contractor. Expenses may include the applicable cost for repackage, handling and return shipping, or the destruction of solid wood packaging material.

**552.212-4 CONTRACT TERMS AND CONDITIONS –
COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007)
(DEVIATION - FEB 2018)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the ordering activity may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The ordering activity must exercise its post-acceptance rights —

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the credit card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the ordering activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must

include —

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on an ordering activity bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, *Payment by Electronic Funds Transfer — System for Award Management*, or 52.232-34, *Payment by Electronic Funds Transfer—Other Than System for Award Management*), or applicable agency procedures.

(C) EFT banking information is not required if the ordering activity waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

- (i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.
- (ii) The 10th day after ordering activity acceptance of supplies delivered or services-performed by the Contractor.

(h) *Patent indemnity.* The Contractor shall indemnify the ordering activity and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) *Items accepted.* Payment shall be made for items accepted by the ordering activity that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The ordering activity will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the ordering activity makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the ordering activity has otherwise overpaid on a contract financing or invoice payment, the Contractor shall —

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the —

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the ordering activity under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The ordering activity may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if —

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on —

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of an ordering activity check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the ordering activity upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the ordering activity at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the ordering activity's convenience.* The ordering activity reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the ordering activity using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the ordering activity any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The ordering activity may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the ordering activity, upon request, with adequate assurances of future performance. In the event of termination for cause, the ordering activity shall not

be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the ordering activity for any and all rights and remedies provided by law. If it is determined that the ordering activity improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the ordering activity upon acceptance, regardless of when or where the ordering activity takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements – Unenforceable Clauses paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements – Unenforceable Clauses provision.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the ordering activity's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of

initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the ordering activity to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the ordering activity.

(ii) Neither the ordering activity nor any ordering activity authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the ordering activity or any ordering activity authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the ordering activity that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements – unenforceable clauses.* When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the ordering activity, the following shall apply:

(i) *Applicability.* This agreement is a part of a contract between the commercial supplier and the ordering activity for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders under FAR Part 12).

(ii) *End user.* This agreement shall bind the ordering activity as end user but shall not operate to bind an ordering activity employee or person acting on behalf of the ordering activity in his or her personal capacity.

(iii) *Law and disputes.* This agreement is governed by Federal law.

(A) Any language purporting to subject the ordering activity to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance.* The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the ordering activity except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

(v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the ordering activity only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms.*

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

- (1) Terms that change the ordering activity's rights or obligations;
- (2) Terms that increase ordering activity prices;
- (3) Terms that decrease overall level of service; or
- (4) Terms that limit any other ordering activity right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised

commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the ordering activity, and the ordering activity shall not be deemed to have consented to them.

(vii) *No automatic renewals.* If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized ordering activity representative.

(viii) *Indemnification.* Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying ordering activity contract or order.

(B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the ordering activity.

(x) *Taxes or surcharges.* Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the ordering activity as end user will be governed by the terms of the underlying contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the ordering activity contract.

(xi) *Non-assignment.* This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the ordering activity's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information.* If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the ordering activity may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

Note: Regulation 552.212-4

Offerors are advised to refer to GSAR Clause 552.212-4 when the solicitation or the resultant contract references FAR Clause 52.212-4.

**552.212-4 CONTRACT TERMS AND CONDITIONS -
COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018)
(ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007)**

(a) Inspection/Acceptance.

(1) The ordering activity has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The ordering activity may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The ordering activity will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the ordering activity performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the ordering activity will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the ordering activity may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the ordering activity), the ordering activity may —

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the ordering activity may at any time require the Contractor to remedy by correction or replacement, without cost to the ordering activity, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to —

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace ordering activity-furnished property shall be governed by the clause pertaining to ordering activity property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.*

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause —

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are —

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means —

(A) Direct materials, including supplies transferred between divisions,

subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: Each order must list separately subcontracts for services excluded from the FSS Hourly Rates; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the ordering activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on ordering activity bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, *Payment by Electronic Funds Transfer—System for Award Management*, or 52.232-34, *Payment by Electronic Funds Transfer—Other Than System for Award Management*), or applicable agency procedures.

(C) EFT banking information is not required if the ordering activity waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after ordering activity acceptance of supplies delivered or services performed by the Contractor.

(h) *Patent indemnity.* The Contractor shall indemnify the ordering activity and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments.*

(1) Work performed. The ordering activity will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment,

individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the —

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the ordering activity will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor —

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the ordering activity and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall —

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the ordering activity for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The ordering activity will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: **Each order must list separately the elements of other direct costs for that order.**

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The ordering activity will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: **Each order must list separately the fixed amount for the indirect costs and payment schedule; if no indirect costs are approved, insert "None."**

(2) *Total cost.* It is estimated that the total cost to the ordering activity for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the ordering activity for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the ordering activity for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the ordering activity has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The ordering activity will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment —

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost —

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless

the parties agree otherwise. The ordering activity within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the ordering activity has otherwise overpaid on an invoice payment, the Contractor shall —

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the —

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) (i) All amounts that become payable by the Contractor to the ordering activity under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The ordering activity may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if —

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on —

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a ordering activity check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the ordering activity, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the ordering activity is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the ordering activity against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The ordering activity will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the ordering activity makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the

ordering activity upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the ordering activity at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the ordering activity's convenience.* The ordering activity reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the ordering activity using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the ordering activity any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The ordering activity may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the ordering activity, upon request, with adequate assurances of future performance. In the event of termination for cause, the ordering activity shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the ordering activity for any and all rights and remedies provided by law. If it is determined that the ordering activity improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the ordering activity upon acceptance, regardless of when or where the ordering activity takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws

Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements - Unenforceable Clauses provision.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) *System for Award Management (SAM)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the ordering activity's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the ordering activity to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the ordering activity.

(ii) Neither the ordering activity nor any ordering activity authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the ordering activity or any ordering activity authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the ordering activity that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements—unenforceable clauses.* When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the ordering activity, the following shall apply:

(i) *Applicability.* This agreement is a part of a contract between the commercial supplier and the ordering activity for the acquisition of the supply or service that necessitates a license or other similar legal instrument (*including all contracts, task orders, and delivery orders under FAR Part 12*).

(ii) *End user.* This agreement shall bind the ordering activity as end user but shall not operate to bind an ordering activity employee or person acting on behalf of the ordering activity in his or her personal capacity.

(iii) *Law and disputes.* This agreement is governed by Federal law.

(A) Any language purporting to subject the ordering activity to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) Continued performance. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the ordering activity except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

(v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the ordering activity only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Updating terms.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

- (1) Terms that change ordering activity rights or obligations;
- (2) Terms that increase ordering activity prices;
- (3) Terms that decrease overall level of service; or
- (4) Terms that limit any other ordering activity right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the ordering activity, and the ordering activity shall not be deemed to have consented to them.

(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized ordering activity representative.

(viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying ordering activity contract or order.

(B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the ordering activity.

(x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the ordering activity as end user will be governed by the terms of the underlying ordering activity contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the ordering activity contract.

(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the ordering activity's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the ordering activity may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

Note: Regulation 552.212-4

Offerors are advised to refer to GSAR Clause 552.212-4 when the solicitation or the resultant contract references FAR Clause 52.212-4.

552.212-70 PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)

(a) Definitions. *Concession*, as used in this solicitation, means a benefit, enhancement or privilege (other than a discount), which either reduces the overall cost of a customer's acquisition or encourages a customer to consummate a purchase. Concessions include, but are not limited to freight allowance, extended warranty, extended price guarantees, free installation and bonus goods.

Discount, as used in this solicitation, means a reduction to catalog prices (published or unpublished). Discounts include, but are not limited to, rebates, quantity discounts, purchase option credits, and any other terms or conditions other than concessions) which reduce the amount of money a customer ultimately pays for goods or services ordered or received. Any net price lower than the list price is considered a "discount" by the percentage difference from the list price to the net price.

(b) For each Special Item Number (SIN) included in an offer, the Offeror shall provide the information outlined in paragraph (c). Offerors may provide a single response covering more than one SIN, if the information disclosed is the same for all products under each SIN. If discounts and concessions vary by model or product line, offerors shall ensure that information is clearly annotated as to item or items referenced.

(c) Provide information described below for each SIN:

(1) Two copies of the offeror's current published (dated or otherwise identified) commercial descriptive catalogs and/or price list(s) from which discounts are offered. If special catalogs or price lists are printed for the purpose of this offer, such descriptive catalogs or price lists shall include a statement indicating the special catalog or price list represent a verbatim extract from the Offeror's commercial catalog and/or price list and identify the descriptive catalog and/or price

list from which the information has been extracted.

(2) Next to each offered item in the commercial catalog and/or price list, the Offeror shall write the special item number (SIN) under which the item is being offered. Unless a special catalog or price list is submitted, all other items shall be marked "excluded," lined out, and initialed by the offeror.

(3) The discount(s) offered under this solicitation. The description of discounts offered shall include all discounts, such as prompt payment discounts, quantity/dollar volume discounts (indicate whether models/products can be combined within the SIN or whether SINs can be combined to earn discounts), blanket purchase agreement discounts, or purchase option credits. If the terms of sale appearing in the commercial catalogs or price list on which an offer is based are in conflict with the terms of this solicitation, the latter shall govern.

(4) A description of concessions offered under this solicitation which are not granted to other customers. Such concessions may include, but are not limited to, an extended warranty, a return/exchange goods policy, or enhanced or additional services.

(5) If the Offeror is a dealer/reseller or the Offeror will use dealers to perform any aspect of contract awarded under this solicitation, describe the functions, if any, that the dealer/reseller will perform.

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUN 2016)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The clauses in paragraph (b) of this section are incorporated by reference:

[The Contracting Officer should check the clauses that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity.]

(b) Clauses.

Yes 552.203-71 Restriction on Advertising

Yes 552.211-73 Marking

No 552.215-70 Examination of Records by GSA

Yes 552.215-71 Examination of Records by GSA (Multiple Award Schedule)

Yes 552.215-72 Price Adjustment—Failure to Provide Accurate Information

No 552.219-70 Allocation of Orders—Partially Set-Aside Items

No 552.228-70 Workers' Compensation Laws

Yes 552.229-70 Federal, State, and Local Taxes

Yes 552.232-8 Discounts for Prompt Payment

Yes 552.232-23 Assignment of Claims

No 552.232-71 Adjusting Payments

No 552.232-72 Final Payment

No 552.232-73 Availability of Funds

Yes 552.232-78 Payment Information

No 552.237-71 Qualifications of Employees

Yes 552.238-71 Submission and Distribution of Authorized FSS Schedule Price List

Yes 552.238-74 Industrial Funding Fee and Sales Reporting

Yes 552.238-75 Price Reductions

No 552.238-81 Modifications (Multiple Award Schedule)

Yes 552.242-70 Status Report of Orders and Shipments

Yes 552.246-73 Warranty—Multiple Award Schedule

No 552.246-76 Warranty of Pesticides

**552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED
TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS
APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS
(JUN 2015)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

* _____ * 552.223-72 Hazardous Material Information

(b) Clauses.

* _____ * 552.223-70 Hazardous Substances.

* _____ * 552.223-71 Nonconforming Hazardous Material.

* _____ * 552.223-73 Preservation, Packaging, Packing, Marking and Labeling of Hazardous Materials (HAZMAT) for Shipments.

* _____ * 552.238-70 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped.

* _____ * 552.238-72 Identification of Products That Have Environmental Attributes.

**552.215-71 EXAMINATION OF RECORDS BY GSA (MULTIPLE
AWARD SCHEDULE) (JUL 2003)**

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this contract for overbillings, billing errors, compliance with the Price Reduction clause and compliance with the Industrial Funding Fee and Sales Reporting clause of this contract. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

552.215-72 PRICE ADJUSTMENT—FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)

(a) The Government, at its election, may reduce the price of this contract or contract modification if the Contracting Officer determines after award of this contract or contract modification that the price negotiated was increased by a significant amount because the Contractor failed to:

- (1) provide information required by this solicitation/contract or otherwise requested by the Government; or
- (2) submit information that was current, accurate, and complete; or
- (3) disclose changes in the Contractor's commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.

(b) The Government will consider information submitted to be current, accurate and complete if the data is current, accurate and complete as of 14 calendar days prior to the date it is submitted.

(c) If any reduction in the contract price under this clause reduces the price for items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States—

- (1) The amount of the overpayment; and
- (2) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective each quarter prescribed by the Secretary of Treasury under 26 U.S.C. 6621(a)(2).

(d) Failure to agree on the amount of the decrease shall be resolved as a dispute.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

552.215-73 NOTICE (JUL 2016)

(a) The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

(b) GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Requests for pre-award debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for post-award debriefings delivered after 4:30 p.m. will be considered received and filed the following business day.

552.216-70 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLEAWARD SCHEDULE CONTRACTS (SEP 1999)

(ALTERNATE I - SEP 1999) (DEVIATION - APR 2007)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) Contractors may request price increases providing all of the following conditions are met:
 - (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.
 - (2) Increases are requested before the last 60 days of the contract period.
 - (3) At least 30 days elapse between requested increases.
- (c) The following material shall be submitted with the request for a price increase:
 - (1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.
 - (2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
 - (3) Documentation supporting the reasonableness of the price increase.
- (d) The Government reserves the right to exercise one of the following options:
 - (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
 - (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,
 - (3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.
- (e) The contract modification reflecting the price adjustment shall be made effective upon signature of the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

552.216-72 PLACEMENT OF ORDERS (JAN 2016)

- (a) Delivery orders (orders) will be placed by:

Eligible Ordering Activities [*Contracting Officer insert names of Federal agencies*]

- (b) Orders may be placed through Electronic Data Interchange (EDI) or mailed in paper form. EDI orders shall be placed using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.

- (c) If the Contractor agrees, General Services Administration's Federal Acquisition Service (FAS) will place all orders by EDI using computer-to-computer EDI. If computer-to-computer EDI is not possible,

FAS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission. Subject to the Contractor's agreement, other agencies may place orders by EDI.

(d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into one or more Trading Partner Agreements (TPA) with each Federal agency placing orders electronically in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation. Federal agencies may obtain a sample format to customize as needed from the office specified in (g) below.

(e) The Contractor shall be responsible for providing its own hardware and software necessary to transmit and receive data electronically. Additionally, each party to the TPA shall be responsible for the costs associated with its use of third party provider services.

(f) Nothing in the TPA will invalidate any part of this contract between the Contractor and the General Services Administration. All terms and conditions of this contract that otherwise would be applicable to a mailed order shall apply to the electronic order.

(g) The basic content and format of the TPA will be provided by:

General Services Administration
Office of the Chief Information Officer (I).

Contact information can be found at: <http://www.gsa.gov/portal/category/21404>.

552.223-70 HAZARDOUS SUBSTANCES (MAY 1989)

(a) If the packaged items to be delivered under this contract are of a hazardous substance and ordinarily are intended or considered to be for use as a household item, this contract is subject to the Federal Hazardous Substances Act, as amended (15 U.S.C. 1261-1276), implementing regulations thereof (16 CFR Chapter II(c)), and Federal Standard No. 123, Marking for Shipment (Civil Agencies), issue in effect on the date of this solicitation.

(b) The packaged items to be delivered under this contract are subject to the preparation of shipping documents, the preparation of items for transportation, shipping container construction, package making, package labeling, when required, shipper's certification of compliance, and transport vehicle placarding in accordance with Parts 171 through 178 of 49 CFR and the Hazardous Materials Transportation Act.

(c) The minimum packaging acceptable for packaging Department of Transportation regulated hazardous materials shall be those in 49 CFR 173.

552.223-71 NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)

(a) Nonconforming supplies that contain hazardous material or that may expose persons who handle or transport the supplies to hazardous material and which require replacement under the inspection and/or warranty clauses of this contract shall be reshipped to the Contractor at the Contractor's expense. The Contractor agrees to accept return of these nonconforming supplies and to pay all costs occasioned by their return.

(b) "Hazardous materials," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(c) If the Contractor fails to provide acceptable disposition instructions for the nonconforming supplies within 10 days from the date of the Government's request (or such longer period as may be agreed to between the Contracting Officer and the Contractor), or fails to accept return of the reshipped nonconforming supplies, such failure: (1) may be interpreted as a willful failure to perform, (2) may result in termination of the contract for default and (3) shall be considered by the Contracting Officer in determining the responsibility of the Contractor for any future award (see FAR 9.104-3(b) and 9.406-2).

(d) Pending final resolution of any dispute, the Contractor shall promptly comply with the decision of the Contracting Officer.

**552.223-73 PRESERVATION, PACKAGING, PACKING, MARKING
AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR
SHIPMENTS (JUN 2015)**

(a) *Definition. United States*, as used in this clause, means the 48 adjoining U.S. States, Alaska, Hawaii, and U.S. territories and possessions, such as Puerto Rico.

(b) Preservation, packaging, packing, marking and labeling of hazardous materials for export shipment outside the United States in all transport modes shall comply with the following, as applicable:

- (1) International Maritime Dangerous Goods (IMDG) Code as established by the International Maritime Organization (IMO).
- (2) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180. (Note: Classifications permitted by the HMR, but not permitted by the IMDG code, such as Consumer Commodities classed as ORM-D, shall be packaged in accordance with the IMDG Code and dual-marked with both Consumer Commodity and IMDG marking and labeling.)
- (3) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.
- (4) International Air Transport Association (IATA), Dangerous Goods Regulation and/or International Civil Aviation Organization (ICAO), Technical Instructions.
- (5) AFMAN 24-204, Air Force Inter-Service Manual, Preparing Hazardous Materials For Military Air Shipments.
- (6) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(c) Preservation, packaging, packing, marking and labeling of hazardous materials for domestic shipments within the United States in all transport modes shall comply with the following; as applicable:

- (1) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180.
- (2) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.
- (3) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(d) Hazardous Material Packages designated for outside the United States destinations through Forwarding Points, Distribution Centers, or Container Consolidation Points (CCPs) shall comply with the IMDG, IATA, ICAO or AFMAN 24-204 codes, as applicable.

(e) The test certification data showing compliance with performance-oriented packaging or

UN-approved packaging requirements shall be made available to GSA contract administration/management representatives or regulatory inspectors upon request.

552.228-5 GOVERNMENT AS ADDITIONAL INSURED (JAN 2016)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance—Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

552.229-70 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

552.232-8 DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8) (ALTERNATE I — MAY 2003)

(a) Discounts for early payment (hereinafter referred to as "discounts" or "the discount") will be considered in evaluating the relationship of the offeror's concessions to the Government vis-a-vis the offeror's concessions to its commercial customers, but only to the extent indicated in this clause.

(b) Discounts will not be considered to determine the low offeror in the situation described in the "Offers on Identical Products" provision of this solicitation.

(c) Uneconomical discounts will not be considered as meeting the criteria for award established by the Government. In this connection, a discount will be considered uneconomical if the annualized rate of return for earning the discount is lower than the "value of funds" rate established by the Department of the Treasury and published quarterly in the Federal Register. The "value of funds" rate applied will be the rate in effect on the date specified for the receipt of offers.

(d) Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract. Discounts offered will be taken by the Government if payment is made within the discount period specified.

(e) Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

(f) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

552.232-81 PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)

If eligible non-federal ordering activities are subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such activities. If eligible non-federal ordering activities are not subject to a State prompt payment law, the terms and conditions of the Federal Prompt Payment Act as reflected in Federal Acquisition Regulation clause 52.232-25, Prompt Payment, or 52.212-4, Contract Terms and Conditions—Commercial Items, apply to such activities in the same manner as to Federal ordering activities.

552.232-83 CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)

The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to—

- (1) Comply with the same terms and conditions regarding prices as the Contractor for sales made under the contract;
- (2) Maintain a system of reporting sales under the contract to the manufacturer, which includes—
 - (i) The date of sale;
 - (ii) The ordering activity to which the sale was made;
 - (iii) The service or product/model sold;
 - (iv) The quantity of each service or product/model sold;
 - (v) The price at which it was sold, including discounts; and
 - (vi) All other significant sales data.

(3) Be subject to audit by the Government, with respect to sales made under the contract; and

(4) Place orders and accept payments in the name of the Contractor in care of the dealer.

An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449 (10-95) (BACK)**

552.238-71 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICE LISTS (SEP 1999) (DEVIATION - JUN 2016)

(a) At the time of offer submission, an electronic version of proposed prices, including terms and conditions, will be submitted utilizing the templates in eOffer. If necessary, eOffer will facilitate the revision of proposed pricing or price-related terms and conditions during the evaluation process. Upon award of a contract, eOffer will use the submitted pricing information to create the Contractor's Authorized Federal Supply Schedule Price List and post it to GSA Advantage!.

(b) During the period of the contract, the Contractor shall provide its Authorized Federal Supply Schedule Price List to eligible ordering activities upon request.

Note: Regulation 552.238-71

The requirement regarding FSS Schedule price lists provided in Clause 552.238-71 are applicable to contracts under Formatted Product Tool (FPT) Schedule/SINs only. The following requirements are applicable to contracts under non-FPT Schedules SINs:

(a) The Contracting Officer will return one copy of the Authorized FSS Schedule Pricelist to the Contractor with the notification of contract award.

(b) The Contractor shall provide to the GSA Contracting Officer the completed Authorized FSS Schedule Pricelist on a common-use electronic medium.

(c) The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.

(d) During the period of the contract, the Contractor shall provide one copy of its Authorized FSS Schedule Pricelist to any authorized Schedule user, upon request.

552.238-72 IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003)

(a) Several laws, Executive orders and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).

(b) Definitions. As used in this clause —

Energy-efficient product means a product that—

(1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR [reg] trademark label; or

(2) Is in the upper 25 percent of efficiency for all similar products as designated by the

Department of Energy's Federal Energy Management Program.

GSA Advantage![®] is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

Other environmental attributes refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

Post-consumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post-consumer material is part of the broader category of "recovered material." The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and <http://www.epa.gov/cpg/>).

Recovered materials means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903 (19) and <http://www.epa.gov/cpg/>). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962 (h)).

Remanufactured means factory rebuilt to original specifications.

Renewable energy means energy produced by solar, wind, geothermal, and biomass power.

Renewable energy technology means—

- (1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or
 - (2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.
- (c) (1) The offeror must identify products that—
- (i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (<http://www.epa.gov/cpg/>);
 - (ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and <http://www.epa.gov/cpg/>);
 - (iii) Are energy-efficient, as defined by either ENERGY STAR [reg] and/or FEMP's designated top 25th percentile levels (see ENERGY STAR [reg] at <http://www.energystar.gov/> and FEMP at <http://www.eere.energy.gov/>);
 - (iv) Are water-efficient;
 - (v) Use renewable energy technology;
 - (vi) Are remanufactured; and

(vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror's following mediums:

(i) The offer itself.

(ii) Printed commercial catalogs, brochures, and pricelists.

(iii) Online product website.

(iv) Electronic data submission for GSA *Advantage!*® submitted via GSA's Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product that is translated into respective icons in GSA *Advantage!*®.

(d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an item's environmental attribute on the basis of—

(1) Participation in a Federal agency-sponsored program (e.g., the EPA and DOE ENERGY STAR [reg] product labeling program);

(2) Verification by an independent organization that specializes in certifying such claims; or

(3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

552.238-73 CANCELLATION (SEP 1999)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

552.238-74 INDUSTRIAL FUNDING FEE AND SALES REPORTING (MAY 2014)

(a) Reporting of Federal Supply Schedule Sales. The Contractor shall report all contract sales under this contract as follows:

(1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The acceptable points at which sales may be reported include —

(i) Receipt of order;

(ii) Shipment or delivery, as applicable;

(iii) Issuance of an invoice; or

(iv) Payment.

(2) Contract sales shall be reported to Federal Acquisition Services (FAS) within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including "zero" sales, through physical completion of the last outstanding task order or delivery order of the contract.

(3) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.

(4) The Contractor shall electronically report the quarterly dollar value of sales, including "zero" sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA)'s Federal Acquisition Service (FAS). Prior to using this automated system, the Contractor shall complete contract registration with the FAS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.

(5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the "Treasury Reporting Rates of Exchange" issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874-7994, Internet: http://www.fiscal.treasury.gov/fsreports/rpt/treasRptRateExch/treasRptRateExch_home.htm

(b) The Contractor shall remit the IFF at the rate set by GSA's FAS.

(1) The Contractor shall remit the IFF to FAS in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA's FAS. GSA's FAS has the unilateral right to change the percentage at any time, but not more than once per year. FAS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FAS for the costs of operating the Federal Supply Schedules Program. FAS recoups its operating costs from ordering activities as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized FAS programs, in accordance with 40 U.S.C. 321. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FAS will post notice of the current IFF at <https://72a.gsa.gov/> or successor website as appropriate.

(c) Within 60 days of award, an FAS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FAS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

(d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

552.238-75 PRICE REDUCTIONS (JUL 2016)

- (a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.
- (b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.
- (c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor —
- (i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;
 - (ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or
 - (iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.
- (2) The Contractor shall offer the price reduction to the Government with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).
- (d) There shall be no price reduction for sales —
- (1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;
 - (2) To Federal agencies;
 - (3) Made to Eligible Ordering Activities identified in GSAR Clause 552.238-78 when the order is placed under this contract (and the Eligible Ordering Activities identified in GSAR Clause 552.238-78 is the agreed upon customer or category of customer that is the basis of award); or
 - (4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.
- (e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.
- (f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.
- (g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

**552.238-77 DEFINITION (FEDERAL SUPPLY SCHEDULES)
—NON-FEDERAL ENTITY (JUL 2016)**

Ordering activity (also called “ordering agency” and “ordering office”) means an eligible ordering activity

(see 552.238-78), authorized to place orders under Federal Supply Schedule contracts.

552.238-78 SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (JUL 2016)

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic and/or overseas delivery. For Special Item Number 132-53, Wireless Services ONLY, limited geographic coverage (consistent with the Offeror's commercial practice) may be proposed.

(1) Executive agencies (as defined in FAR Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000);

(2) Government contractors authorized in writing by a Federal agency pursuant to FAR 51.1;

(3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);

(4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol);

(5) The Government of the District of Columbia;

(6) Tribal governments when authorized under 25 U.S.C. 450j(k);

(7) Tribes or tribally designated housing entities pursuant to 25 U.S.C. 4111(j);

(8) Qualified Nonprofit Agencies as authorized under 40 U.S.C. 502(b); and

(9) Organizations, other than those identified in paragraph (d) below, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) Definitions —

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

_____ Contractor will provide domestic and overseas delivery.

_____ Contractor will provide overseas delivery only.

_____ Contractor will provide domestic delivery only.

(d) The following activities may place orders against Schedule contracts:

(1) State and local government may place orders against Schedule 70 contracts, and Consolidated Schedule contracts containing information technology Special Item Numbers, and Schedule 84 contracts, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities;

(2) The American National Red Cross may place orders against Federal Supply Schedules for products and services in furtherance of the purposes set forth in its Federal charter (36 U.S.C. § 300102); PROVIDED, the Contractor accepts order(s) from the American National Red Cross; and

(3) Other qualified organizations, as defined in section 309 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5152), may place orders against Federal Supply Schedules for products and services determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency; PROVIDED, the Contractor accepts order(s) from such activities.

(4) State and local governments may place orders against Federal Supply Schedules for good or services determined by the Secretary of Homeland Security to facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121, et seq.) to facilitate disaster preparedness or response, or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack; PROVIDED, the Contractor accepts order(s) from such activities.

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f) (1) The Contractor is obligated to accept orders received from activities within the Executive Branch

of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 552.232-79, Payments by Credit Card. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 552.232-79, Payment by Credit Card.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.

(g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of \$2,500 (two thousand, five hundred dollars) during the contract term.

(h) All users of GSA's Federal Supply Schedules, including non-Federal users, shall use the schedules in accordance with the ordering guidance provided by the Administrator of General Services. GSA encourages non-Federal users to follow the Schedule Ordering Procedures set forth in the Federal Acquisition Regulation (FAR) 8.4, but they may use different established competitive ordering procedures if such procedures are needed to satisfy their state and local acquisition regulations and/or organizational policies.

552.238-79 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (JUL 2016)

(a) If an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities), elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:

(1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies "Compliance with laws unique to Government contracts" (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an agreement that may be entered into by the Contractor with such an entity and the Federal Government is not a party.

(2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of GSA, that shall mean the individual responsible for placing the order for the ordering activity (e.g., FAR 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B.)

(3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

(4) The ordering activity is responsible for all payments due the Contractor under the contract formed by acceptance of the ordering activity's order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.

(b) If the Schedule Contractor accepts an order from an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities), the Contractor agrees to the following conditions:

(1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall decline the order using the same means as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(c) In accordance with clause 552.238-74, Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number:

(1) The dollar value for sales to entities identified in paragraph (a) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities), and

(2) The dollar value for sales to entities identified in paragraph (d) of clause 552.238-78.

**552.238-81 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE)
(APR 2014) (ALTERNATE I – JUN 2016)**

(a) *General.* The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the following information must be submitted:

(i) Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SINs.

(ii) Discount information for the new item(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.

(iii) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by 52.215-6, *Place of Performance*.

(vi) Hazardous Material information (if applicable) must be submitted as required by 52.223-3 (ALT I), *Hazardous Material Identification and Material Safety Data*.

(vii) Any information requested by 52.212-3(f), *Offeror Representations and Certifications—Commercial Items*, that may be necessary to assure compliance with FAR 52.225-1, *Buy American Act—Balance of Payments Programs—Supplies*.

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-75. If the Price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-75.

(d) *Electronic File Updates.* The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINS, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-75.

(e) *Amendments to Paper Federal Supply Schedule Price Lists.*

(1) The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:

(i) Distribute a supplemental paper Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.

(ii) Distribute quarterly cumulative supplements. The period covered by a cumulative supplement is at the discretion of the Contractor, but may not exceed three calendar months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February—April, and every three month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.

(2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.

(f) Electronic submission of modification requests is mandatory via eMod (<http://eOffer.gsa.gov>), unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website (<http://vsc.gsa.gov>). If the electronic submissions standards and requirements information is updated at the Vendor Support Center website, Contractors will be notified prior to the effective date of the change.

552.238-82 SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS (JAN 2018)

(a) *Definitions.*

Order-level materials means supplies and/ or services acquired in direct support of an individual task or delivery order placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA), when the supplies and/or services are not known at the time of Schedule contract or FSS BPA award. The prices of order-level materials are not established in the FSS contract or FSS BPA. Order-level materials acquired following the procedures in paragraph (d) are done so under the authority of the FSS program, pursuant to 41 U.S.C. 152(3), and are not open market items, which are discussed in FAR 8.402(f).

(b) FAR 8.403(b) provides that GSA may establish special ordering procedures for a particular FSS.

(c) The procedures in FAR subpart 8.4 apply to this contract, with the exceptions listed in this clause. If a requirement in this clause is inconsistent with FAR subpart 8.4, this clause takes precedence pursuant to FAR 8.403(b).

(d) Procedures for including order-level materials when placing an individual task or delivery order against an FSS contract or FSS BPA.

- (1) The procedures discussed in FAR 8.402(f) do not apply when placing task and delivery orders that include order-level materials.
- (2) Order-level materials are included in the definition of the term “materials” in [FAR] clause 52.212-4 Alternate I, and therefore all provisions of FAR clause 52.212-4 Alternate I that apply to “materials” also apply to order-level materials.
- (3) Order-level materials shall only be acquired in direct support of an individual task or delivery order and not as the primary basis or purpose of the order.
- (4) The value of order-level materials in a task or delivery order, or the cumulative value of order-level materials in orders against an FSS BPA awarded under a FSS contract shall not exceed 33.33 percent.
- (5) All order-level materials shall be placed under the Order-Level Materials SIN.
- (6) Prior to the placement of an order that includes order-level materials, the Ordering Activity shall follow procedures in FAR 8.404(h).
- (7) To support the price reasonableness of order-level materials,
 - (i) The contractor proposing order-level materials as part of a solution shall obtain a minimum of three quotes for each order-level material above the simplified acquisition threshold.
 - (A) One of these three quotes may include materials furnished by the contractor under FAR 52.212-4 Alt I (i)(1)(ii)(A).
 - (B) If the contractor cannot obtain three quotes, the contractor shall maintain its documentation of why three quotes could not be obtained to support their determination.
 - (C) A contractor with an approved purchasing system per FAR 44.3 shall instead follow its purchasing system requirement and is exempt from the requirements in 52.238-82(d)(7)(i)(A)-(B).
 - (ii) The Ordering Activity Contracting Officer must make a determination that prices for all order-level materials are fair and reasonable. The Ordering Activity Contracting Officer may base this determination on a comparison of the quotes received in response to the task or delivery order solicitation or other relevant pricing information available.
 - (iii) If indirect costs are approved per [FAR 52.212-4(i)(1)(ii)(D)(2) Alternate I], the Ordering Activity Contracting Officer must make a determination that all indirect costs approved for payment are fair and reasonable. Supporting data shall be submitted in a form acceptable to the Ordering Activity Contracting Officer.
- (8) Prior to an increase in the ceiling price of order-level materials, the Ordering Activity Contracting Officer shall follow the procedures at FAR 8.404(h)(3)(iv).
- (9) In accordance with GSAR clause 552.215-71 Examination of Records by GSA, GSA has the authority to examine the Contractor’s records for compliance with the pricing provisions in FAR clause 52.212-4 Alternate I, to include examination of any books, documents, papers, and records involving transactions related to the contract for overbillings, billing errors, and compliance with the IFF and the Sales Reporting clauses of the contract.
- (10) OLMs are exempt from the following clauses:

- (i) 552.216-70 *Economic Price Adjustment-FSS Multiple Award Schedule Contracts.*
- (ii) 552.238-71 *Submission and Distribution of Authorized FSS Schedule Pricelists.*
- (iii) 552.238-75 *Price Reductions.*

(11) Exceptions for travel.

- (i) Travel costs are governed by FAR 31.205-46 and therefore the requirements in paragraph (d)(7) do not apply to travel costs.
- (ii) Travel costs do not count towards the 33.33% limitation described in paragraph (d)(4).
- (iii) Travel costs are exempt from clause 552.238-74 *Industrial Funding Fee and Sales Reporting.*

**552.246-73 WARRANTY—MULTIPLE AWARD SCHEDULE
(MAR 2000) (ALTERNATE I—MAY 2003)**

- (a) Applicable to domestic locations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the Contractor's commercial price list applies to this contract.
- (b) Applicable to overseas destinations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the commercial price list applies to this contract, except as follows:

- (1) The Contractor must provide, at a minimum, a warranty on all non-consumable parts for a period of 90 days from the date that the ordering activity accepts the product.
- (2) The Contractor must supply parts and labor required under the warranty provisions free of charge.
- (3) The Contractor must bear the transportation costs of returning the products to and from the repair facility, or the costs involved with Contractor personnel traveling to the ordering activity facility for the purpose of repairing the product onsite, during the 90 day warranty period.

**552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999)
(DEVIATION FAR 52.252-6)**

- (a) Deviations to FAR clauses.

- (1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).
- (2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

- (b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

- (c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a

"substantially the same as" basis are not considered deviations.

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

C-FSS-411 FIRE OR CASUALTY HAZARDS, OR SAFETY OR HEALTH REQUIREMENTS (OCT 1992)

(a) Items in this solicitation which involve fire or casualty hazards (e.g., items containing electrical components), or safety or health requirements, shall conform to the safety standards (if any) for such products issued by a nationally recognized standards developing organization. The offeror shall identify in the spaces below whether any such standards are applicable to the products offered, and if so, which standard(s) applies. (Check one).

____ 1. There are no nationally recognized safety standards which are applicable to any of the products offered under this solicitation.

____ 2. The safety standard(s) identified below are applicable to the following products offered under this solicitation:

Table - Applicable Safety Standard(s)	
Product	Standard

____ Check if there are no nationally recognized safety standards which are applicable to the other products offered (if any).

(b) **The offeror must furnish proof, satisfactory to the Government, that the products offered will conform with the requirements of the published safety standards.** Acceptable proof of conformance includes a labeling, listing, or acceptance of the product by an organization approved by the Occupational Safety and Health Administration (OSHA) as a "Nationally Recognized Testing Laboratory" (NRTL). This conformance requirement must be maintained with respect to all applicable products furnished under resultant contracts.

(c) Information regarding currently-approved NRTL's may be obtained by writing to the following:

NRTL Recognition Program
Office of Variance Determination
Occupational Safety and Health Administration
U.S. Department of Labor
200 Constitution Avenue, N.W.
Room N-3653
Washington, DC 20210
(202) 219-7193

C-FSS-412 CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.

C-FSS-425 WORKMANSHIP (OCT 1988)

Any item contracted for must be new, current model at the time of offer, unless otherwise specified. Each article must perform the functions for its intended use.

C-FSS-427 ANSI STANDARDS (JUL 1991)

ANSI Standards cited in this solicitation may be obtained from the American National Standards Institute, Inc., 11 West 42nd Street, 13th Floor, New York, NY 10036 (Tel: (212) 642-4900).

CI-FSS-056 FEDERAL ACQUISITION REGULATION (FAR) PART 51 DEVIATION AUTHORITY (FEDERAL SUPPLY SCHEDULES) (JAN 2010)

(a) General Background.

On October 8, 2009, a class deviation to FAR Part 51 was granted by GSA's Senior Procurement Executive in accordance with FAR Subpart 1.404, Class deviations. The deviation permits federal contracting officers to authorize GSA contractors, who are performing an order on a time-and-material or labor-hour basis, to purchase supplies and services from schedule contractors or to process requisitions through the Global Supply Program.

(b) Orders.

Orders placed using the FAR Part 51 deviation shall be:

- (1) Placed on a time-and-materials (T&M)/labor-hour (LH) basis—an order placed by the Federal Government to the buying contractor can be partially fixed price, but the portion of the order for the items to be procured using the FAR Part 51 deviation shall be T&M/LH;
- (2) For ancillary supplies/services that are in support of the overall order such that the items are not the primary purpose of the work ordered, but are an integral part of the total solution offered;
- (3) Issued in accordance with the procedures in FAR 8.405-1, Ordering Procedures for supplies, and services not requiring a statement of work;
- (4) Placed by the Federal Government. The authorization is **NOT** available to state and local governments.

(c) For comprehensive guidance on the proper use the FAR Part 51 authority granted by the deviation, please refer to the Ordering Guide at www.gsa.gov/far51deviation.

D-FSS-440 PRESERVATION, PACKAGING, PACKING, AND MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SURFACE SHIPMENT (MAY 1997)

(a) Preservation, packaging, packing, and marking and labeling of domestic and overseas HAZMAT SURFACE SHIPMENTS shall comply with all requirements of the following:

- (1) International Maritime Dangerous Goods (IMDG) Code established by the International Maritime Organization;
- (2) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR Parts 171 through 180. (Note: Classifications permitted by the HMR, but not permitted by the IMDG code, such as "Combustible" and "ORM," shall not be used);
- (3) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR Part 1910.1200; and
- (4) Any preservation, packaging, packing, and marking and labeling requirements contained elsewhere in this solicitation.

(b) The test reports showing compliance with packaging requirements shall be made available to GSA

contract administration/management representatives upon request.

**D-FSS-447 SEPARATE CHARGE FOR PERFORMANCE
ORIENTED PACKAGING (POP) (JAN 1992)**

(a) Offerors are requested to quote a separate charge for providing preservation, packaging, packing, and marking and labeling of domestic and overseas HAZMAT SURFACE SHIPMENTS in compliance with all requirements of the following:

(1) International Maritime Dangerous Goods (IMDG) Code established by the International Maritime Organization (IMO) in accordance with the United Nations (UN) Recommendations on the Transportation of Dangerous Goods (Note: Marine pollutants must be labeled as required by the IMDG Code);

(2) The performance oriented packaging requirements contained in the U. S. Department of Transportation (DOT) Hazardous Materials Regulations (HMR; 49 CFR Parts 171 -180) effective October 1, 1991 (Note: The "Combustible" and "ORM" classifications contained these requirements are not permitted by the IMDG Code and can not be used);

(3) Occupational Safety and Health Administration (OSHA) Regulations 29 CFR Parts 1910.101 - 1910.120 and 1910.1000 - 1910.1500, relating to Hazardous and Toxic Substances; and

(4) Any preservation, packaging, packing, and marking and labeling requirements contained elsewhere in the solicitation.

(b) Offerors are requested to list the hazardous material item to which the separate charge applies in the spaces provided below or on a separate attachment. These separate charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or pricelist.

Table - List of Hazardous Material Item(s)	
ITEMS (NSN's, SIN's or Descriptive Name of Articles, as appropriate)	Charge for Performance Oriented Packaging

(c) Ordering activities will not be obligated to utilize the Contractor's services for Performance Oriented Packaging, and they may obtain such services elsewhere if desired. However, the Contractor shall provide items in Performance Oriented Packaging when such packing is specified on the delivery order. The Contractor's contract price and the charge for Performance Oriented Packaging will be shown as separate entries on the delivery order.

(d) The test reports showing compliance with package requirements will be made available to GSA contract administration/management representatives upon request.

D-FSS-456 PACKAGING AND PACKING (APR 1984)

(a) Packaging. Shall be in accordance with accepted commercial practice.

(b) Packing. Shall be packed to ensure carrier acceptance and safe delivery to the destination in containers complying with rules and regulations applicable to the mode of transportation.

D-FSS-471 MARKING AND DOCUMENTATION REQUIREMENTS

PER SHIPMENT (APR 1984)

It shall be the responsibility of the Ordering Office to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract. Set forth below is the minimum information and documentation that will be required for shipment. In the event the Ordering Office fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the Ordering Office and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the below stated prerequisites:

Direct Shipments. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

- (1) Traffic Management or Transportation Officer at FINAL destination.
- (2) Ordering Supply Account Number.
- (3) Account number.
- (4) Delivery Order or Purchase Order Number.
- (5) National Stock Number, if applicable; or Contractor's item number.
- (6) Box _____ of _____ Boxes.
- (7) Nomenclature (brief description of items).

D-FSS-477 TRANSSHIPMENTS (APR 1984)

The Contractor shall complete TWO DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification—used when shipping chemicals, dangerous cargo, etc. Two copies of the DD Form 1387 will be attached to EACH shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract. These forms will be attached to one end and one side (NOT on the top or bottom) of the container. The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic feet.) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387 2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading. DANGEROUS CARGO WILL NOT BE INTERMINGLED WITH NONDANGEROUS CARGO IN THE SAME CONTAINER. Copies of the above forms, and preparation instructions will be obtained from the Ordering Office issuing the Delivery Order. Reproduced copies of the forms are acceptable. FAILURE TO INCLUDE DD FORMS 1387 (AND DD FORM 1387-2, IF APPLICABLE) ON EACH SHIPPING CONTAINER WILL RESULT IN REJECTION OF SHIPMENT BY THE PORT TRANSPORTATION OFFICER.

E-FSS-521-D INSPECTION (MAY 2000)

Inspection of all purchases under this contract will be made at destination by an authorized Government representative.

E-FSS-522 INSPECTION AT DESTINATION (MAR 1996)

- (a) Inspection by the Government. It is anticipated that the supplies purchased under this contract will be inspected at destination by the Government to ensure conformance with technical requirements as

specified herein.

(b) **Responsibility for Rejected Supplies.** If, after due notice of rejection, the Contractor fails to remove or provide instructions for the removal of rejected supplies pursuant to the Contracting Officer's instructions, the Contractor shall be liable for all costs incurred by the Government in taking such measures as are expedient to avoid unnecessary loss to the Contractor. In addition to any other remedies which may be available under this contract, the supplies may be stored for the Contractor's account or sold to the highest bidder on the open market and the proceeds applied against the accumulated storage and other costs, including the cost of the sale.

(c) **Additional Costs for Inspection and Testing.** When prior rejection makes reinspection or retesting necessary, the following charges are applicable. When inspection or testing is performed by or under the direction of GSA, charges will be at the rate of \$22.00 per man-hour or fraction thereof if the inspection is at a GSA distribution center; \$26.00 per man-hour or fraction thereof, plus travel costs incurred, if the inspection is at another location; and \$26.00 per man-hour or fraction thereof for laboratory testing, except that when a testing facility other than a GSA laboratory performs all or part of the required tests, the Contractor shall be assessed the actual cost incurred by the Government as a result of testing at such facility. When inspection is performed by or under the direction of any agency other than GSA, the charges indicated above may be used, or the agency may assess the actual cost of performing the inspection and testing.

F-FSS-202-F DELIVERY PRICES (APR 1984)

Prices offered must cover delivery to destinations as provided below:

(a) *Direct delivery to consignee.* F.o.b. inland point, country of importation (FAR 52.247-39). (Offeror to indicate countries where direct delivery will be provided.)

Table - Direct Delivery to Consignee
Geographic area(s)/Countries/Zones

(b) Delivery to overseas assembly point for transshipment when specified by the ordering office, if delivery is not covered under paragraph (a), above.

Table - Delivery to Overseas Assembly Point for Trans-shipment
Geographic area(s)/Countries/Zones

(c) Delivery to the overseas port of entry when delivery is not covered under paragraphs (a) or (b), above.

Offerors are requested to furnish below the geographic area(s)/countries/zones which are intended to be covered.

Table - Delivery to Overseas - other than (a) or (b)
Geographic area(s)/Countries/Zones

F-FSS-202-G DELIVERY PRICES (JAN 1994)

(a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.

(1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall (a) place the notation "Delivery Service Requested" on bills of lading covering such shipments, and (b) pay such charge and add the actual cost thereof as a separate item to his invoice.

(2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1), above.

(3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (a)(2), above.

(b) The offeror is requested to indicate below whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

(Yes) (No)

Alaska ____ ____

Hawaii ____ ____

Puerto Rico ____ ____

(c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

(d) Ordering offices will be required to pay differential between freight charges and express charges where express deliveries are desired by the Government.

F-FSS-230 DELIVERIES TO THE U.S. POSTAL SERVICE (JAN 1994)

(a) Applicability. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).

(b) Mode/Method of Transportation. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined

length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.

(c) Time of Delivery. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

F-FSS-244-B ADDITIONAL SERVICE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2000)

(a) Offerors are requested to insert, in the spaces provided below or by attachment hereto, a separate charge for "Delivery Within Consignee's Premises" applicable to each shipping container to be shipped. (Articles which are comparable in size and weight, and for which the same charge is applicable, should be grouped under an appropriate item description.) These additional charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or pricelist.

(b) Ordering activities are not obligated to issue orders on the basis of "Delivery Within Consignee's Premises," and Contractors may refuse delivery on that basis provided such refusal is communicated in writing to the ordering activity issuing such orders within 5 days of the receipt of such order by the Contractor and provided further, that delivery is made in accordance with the other delivery requirements of the contract. Failure of the Contractor to submit this notification within the time specified shall constitute acceptance to furnish "Delivery Within Consignee's Premises" at the additional charge awarded. When an ordering activity issues an order on the basis of "Delivery Within Consignee's Premises" at the accepted additional charge awarded and the Contractor accepts such orders on that basis, the Contractor will be obligated to provide delivery "F.o.b. Destination, Within Consignee's Premises" in accordance with FAR 52.247-35, which is then incorporated by reference, with the exception that an additional charge as provided herein is allowed for such services. Unless otherwise stipulated by the offeror, the additional charges awarded hereunder may be applied to any delivery within the 48 contiguous States and the District of Columbia.

(c) When exercising their option to issue orders on the basis of delivery service as provided herein, ordering activities will specify "Delivery Within Consignee's Premises" on the order, and will indicate the exact location to which delivery is to be made. The Contractor's delivery price and the additional charge(s) for "Delivery Within Consignee's Premises" will be shown as separate entries on the order.

Table - Additional Service Charge for a Delivery within Consignee's Premises	
ITEMS (NSN's or Special Item Numbers or Descriptive Name of Articles)	ADDITIONAL CHARGES (Per shipping container) for "Delivery Within Consignee's Premises"

F-FSS-736-A EXPORT TRAFFIC RELEASE (OCT 1988)

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

F-FSS-772 CARLOAD SHIPMENTS (APR 1984)

When shipment is to be made by rail, to one destination, of a carload quantity which includes an item or items the overall length of which when packed and/or palletized, is 60 inches or over, the Contractor shall, when ordering cars, specify that, if available, double-door rail cars be furnished. This provision is intended solely to facilitate unloading by forklift truck at destination. Under no circumstances should scheduled shipment be delayed due to nonavailability of double-door cars.

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (JUL 2003)

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

G-FSS-906 VENDOR MANAGED INVENTORY (VMI) PROGRAM

(MAS) (JAN 1999)

(a) The term "Vendor Managed Inventory" describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with customers under a Blanket Purchase Agreement.

G-FSS-907 ORDER ACKNOWLEDGEMENT (APR 1984)

Contractors shall acknowledge only those orders which state "Order Acknowledgement Required." These orders shall be acknowledged within 10 days after receipt. Such acknowledgement shall be sent to the activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

G-FSS-910 DELIVERIES BEYOND THE CONTRACTUAL PERIOD—PLACING OF ORDERS (OCT 1988)

In accordance with the Scope of Contract clause, this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply by permitting ordering activities to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

I-FSS-103 SCOPE OF CONTRACT—WORLDWIDE (JUL 2002)

(a) This solicitation is issued to establish contracts which may be used as sources of supplies or services described herein for domestic and/or overseas delivery.

(b) Definitions —

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

____ Contractor will provide domestic and overseas delivery.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

____ Contractor will provide overseas delivery only.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

____ Contractor will provide domestic delivery only.

(d) Resultant contracts may be used on a nonmandatory basis by the following activities: Executive agencies; other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; Government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply. U.S. territories are domestic delivery points for purposes of this contract. (Questions regarding

activities authorized to use this schedule should be directed to the Contracting Officer.)

(e) (1) The Contractor is obligated to accept orders received from activities within the Executive Branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch of the Federal Government; however, the Contractor is encouraged to accept orders from such Federal activities. If the Contractor elects to accept such an order, all provisions of the contract shall apply, including clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I). If the Contractor is unwilling to accept such an order, and the proposed method of payment is not through the Purchase Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such an order, and the proposed method of payment is through the Purchase Card, the Contractor must so advise the ordering agency within 24 hours of receipt of order. (Reference clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I)). Failure to return an order or advise the ordering agency within the time frames above shall constitute acceptance whereupon all provisions of the contract shall apply.

(f) The Government is obligated to purchase under each resultant contract a guaranteed minimum as specified in the clause I-FSS-106, Guaranteed Minimum, contained elsewhere in this contract.

I-FSS-106 GUARANTEED MINIMUM (NOV 2018)

The minimum that the Government agrees to order during the period of this contract is \$2,500. If the Contractor receives total orders for less than \$2,500 during the term of the contract, the Government will pay the difference between the amount ordered and \$2,500.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports via the FAS Sales Reporting Portal (see GSAR 552.238-74 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)

The following clauses apply to overseas coverage.

52.214-34 Submission of Offers in the English Language
52.214-35 Submission of Offers in U.S. Currency
52.247-34 FOB Destination
52.247-38 FOB Inland Carrier, Country of Exportation
52.247-39 FOB Inland Point, Country of Importation
C-FSS-412 Characteristics of Electric Current
D-FSS-471 Marking and Documentation Requirements Per Shipment
D-FSS-477 Transshipments
F-FSS-202-F Delivery Prices
I-FSS-314 Foreign Taxes and Duties
I-FSS-594 Parts and Service

I-FSS-109 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR 1998)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not

limited to, Federal Supply Schedule catalogs and pricelists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the "Treasury Reporting Rates of Exchange" in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

I-FSS-140-B URGENT REQUIREMENTS (JAN 1994)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

(1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).

(2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA *Advantage!*[®] in accordance with clause I-FSS-600, Contract Price Lists.

(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

I-FSS-314 FOREIGN TAXES AND DUTIES (DEC 1990)

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

(a) The offeror warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt. The offeror further warrants that any applicable taxes duties, customs fees, other Government costs, assessments or similar charges from which the U.S. Government is not exempt are included in the prices quoted and that such prices are not subject to increases for any such charges applicable at the time of acceptance of this offer by the Government.

(b) Standard commercial export packaging, including containerization, if necessary, packaging,

preservation, marking are included in the pricing offered and accepted by the Government.

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

I-FSS-50 PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)

- (a) This clause applies to all contracts estimated to exceed \$100,000.
- (b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.
- (c) If negative performance information is submitted by customer agencies, the Contracting Officer will notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.

I-FSS-594 PARTS AND SERVICE (OCT 1988)

- (1) For equipment under items listed in the schedule of items or services on which offers are submitted, the offeror certifies by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.
- (2) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.
- (3) Offerors are requested to include in the pricelist, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

GEOGRAPHIC AREA	ADDRESS OF SUPPLY AND SERVICE POINT

It is desired to have available means for maintaining Government-owned items in satisfactory operating condition and to receive service at least as good as that extended to commercial customers.

Note: Regulation I-FSS-594

If completing this clause you must also complete clause G-FSS-900-C, Contract for Contract Administration, (b)Overseas.

I-FSS-597 GSA *ADVANTAGE!*® (OCT 2014)

(a) The Contractor must participate in the GSA *Advantage!*® online shopping service. Information and instructions regarding contractor participation are contained in clause I-FSS-599, Electronic Commerce.

(b) The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract data), and 552.238-81, Modifications (Federal Supply Schedule), (which addresses electronic file updates).

I-FSS-599 ELECTRONIC COMMERCE—FACNET (APRIL 2018)

(a) General Background.

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

(b) Trading Partners and Value-Added Networks (VAN's).

Within the FACNET architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's) and there are some instances where direct connections may be offered as an alternative.

EDI can be done using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

(c) Registration Instructions.

DOD will require Contractors to register as trading partners to do business with the Government. This policy can be reviewed via the INTERNET at http://www.defenselink.mil/releases/1999/b03011999_bt079-99.html.

A central repository of all trading partners, called the System of Award Management (SAM), has been developed and is available at SAM.gov. All Government procuring offices and other interested parties will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not releasable.

To register, contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800)333-0505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors will need to provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800)829-1040. Contractors will also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

(d) Implementation Conventions.

All EDI transactions must comply with the Federal Implementation Conventions (IC's). Many VAN's and software providers have already built the IC requirements into their products. If you need to see the IC's, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at <http://www.nist.gov>. IC's are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional Information.

Several resources are available to vendors to assist in implementing EC/EDI:

- (1) Electronic Commerce Resource Centers (ECRC's) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.
- (2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.
- (3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

(f) *GSA Advantage!*®

(1) *GSA Advantage!*® will use EC/ECI to receive catalogs, and text messages; and to send purchase orders, application advice, and functional acknowledgments and other transactions as needed. *GSA Advantage!*® enables customers to:

- (i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; vendor; and generic product categories.
- (ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Acquisition Services (FAS) to contractors, or download files to create their own delivery orders.
- (iii) Use the Federal IMPAC VISA.

(2) *GSA Advantage!*® may be accessed via the GSA Home Page. The INTERNET address is: <https://gsaadvantage.gsa.gov>.

I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)

- (a) Performance incentives may be agreed upon between the contractor and the ordering office on individual orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- (b) The ordering office must establish a maximum performance incentive price for these services and/or total solutions, on individual orders or Blanket Purchase Agreements.
- (c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449 (10-95) (BACK)**

I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)**(a) Electronic Contract Data.**

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, *Submission and Distribution of Authorized FSS Schedule Price Lists*.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA *Advantage!*[®], a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 30 days after award. Contractors should refer to clause I-FSS-597, GSA *Advantage!*[®] for further information.

(3) Further details on EDI, ICs, and GSA *Advantage!*[®] can be found in clause I-FSS-599, *Electronic Commerce*.

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at <http://www.gsa.gov/logos>. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government) may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalogs data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

(1) The Contractor must also prepare and distribute a Federal Supply Schedule Price List as required by clause 552.238-71, *Submission and Distribution of Authorized FSS Schedule Price Lists*. This must be done as set forth in this paragraph (b).

(2) The Contractor must prepare a Federal Supply Schedule Price List by either:

(i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or

(ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

Schedule Title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product code(s) and/or Service Codes (as applicable)

Contract number

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract period.

Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)

Contractor's internet address/web site where schedule information can be found (as applicable). Contract administration source (if different from preceding entry).

Business size.

(ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

2. Maximum order.

3. Minimum order.

4. Geographic coverage (delivery area).

5. Point(s) of production (city, county, and State or foreign country).

6. Discount from list prices or statement of net price.

7. Quantity discounts.

8. Prompt payment terms. Note: Prompt payment terms must be followed by the statement "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

- 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.
10. Foreign items (list items by country of origin).
- 11a. Time of delivery. (Contractor insert number of days.)
- 11b. Expedited Delivery. The Contractor will insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.
- 11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.
- 11d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery.
12. F.O.B. point(s).
- 13a. Ordering address(es).
- 13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. Payment address(es).
15. Warranty provision.
16. Export packing charges, if applicable.
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).
18. Terms and conditions of rental, maintenance, and repair (if applicable).
19. Terms and conditions of installation (if applicable).
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).
- 20a. Terms and conditions for any other services (if applicable).
21. List of service and distribution points (if applicable).
22. List of participating dealers (if applicable).
23. Preventive maintenance (if applicable).
- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).
- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where

full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) number.

26. Notification regarding registration in System for Award Management (SAM) database.

(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.

(6) Inclusion of incorrect information will cause the Contractor to resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 552.212-4, *Contract Terms and Conditions* (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.

(7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the National Customer Service Center at:
Email: NCSCCustomer.Service@gsa.gov
U.S. General Services Administration
The Heartland Region, Region 6
2300 Main St., Kansas City, MO 64108

I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)

(a) A contract will not be awarded unless anticipated sales are expected to exceed \$25,000 within the first 24 months following contract award, and are expected to exceed \$25,000 in sales each 12-month period thereafter.

(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY 2000)

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

(a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);

(b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and

(c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

I-FSS-680 DISSEMINATION OF INFORMATION BY CONTRACTOR (APR 1984)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

I-FSS-965 INTERPRETATION OF CONTRACT REQUIREMENTS (APR 1984)

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE (OCT 2014)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the

Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed TBD at time of award percent (TBD at time of award%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.238-81, Modifications (Federal Supply Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, "Price Reductions"; and 552.215-72, "Price Adjustment -- Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.



621 Monte Cristo Blvd
St. Petersburg, FL 33715

CAGE # 3DNW8 DUNS # 102694671 Federal ID # 86-1159194

Website: <https://milleniumproducts.net>
Email: info@milleniumproducts.net
Toll Free #: **888-901-7430**
Fax: 801-469-7778

GSA Quote

Date: **2/19/2020**

Millenium Quote #: **Q2020-168**

Millenium Rep: **LH**



GS-07F-0231N: Air Compressors, Generators Light
Towers, Fuel Tanks & Trailers

GS-07F-5791R: Traffic Safety Equipment
GS-07F-0031W: Surveillance Equipment

GSA Purchase Orders must indicate the GSA contract number in order to receive pricing on this quote. Orders received not indicating a GSA contract number can be accepted at open market pricing only.

To: Town of Miami Lakes
Daniel Angel P: (305) 558-0382
angeld@miamilakes-fl.gov
6601 Main Street
Miami Lakes, FL 33014

Ship To Town of Miami Lakes
Daniel Angel P: (305)
558-0382
angeld@miamilakes-fl.gov
6601 Main Street
Miami Lakes, FL 33014

Your governmental agency is eligible for the
following GSA pricing on GSA Contract:

GS-07F-0031W

Quotes valid for 30 days unless otherwise indicated

Qty:	Item/Model #:	Item Description:	Unit Rate:	Total GSA Price:
		Project STAR Package - VSS-PROJSTAR Project STAR 2 Camera LPR Package Annual Subscription Includes 2 LPR Cameras, Comms Box, Cellular Card/Service, Warranty, and Camera Licenses		0.00
7	VSS-FM-02	Fixed LPR Enclosure Package w/ 2 LPR Cameras	6,500.00	45,500.00
14	VSS-CL1	Vigilant ALPR: Vigilant CLK Fees: CLK Tier 1 Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments • Managed/hosted server account services by Vigilant Includes access to all LEARN and CarDetector software updates • Requires new/existing Enterprise Service Agreement (ESA) • Priced for 1 Cameras per year	0.00	0.00
7	WARRANTY	SIN 84 500 - System warranty	0.00	0.00
		SPECIAL VOLUME DISCOUNT Rate is an annual subscription		

We are happy to be of service. Let us know how we may be of service to you.

Sincerely,

Lori Hipskind

Lori Hipskind, Email: info@milleniumproducts.net
Service Disabled Veteran Owned Small Business (SDVOSB)

Total: \$45,500.00

Purchase/Credit Card Fee: Add 2.9%

Since 1999 Powerful Solutions Proven Results

Generators • Portable Light Towers • Traffic Safety equipment • Surveillance Equipment • Fuel Trailers • Air Compressors
License Plate Reader/ALPR Systems • Portable Perimeter Security Fence Systems • Portable Walk-Through Metal Detectors

VIGILANT NEIGHBORHOODWATCH™

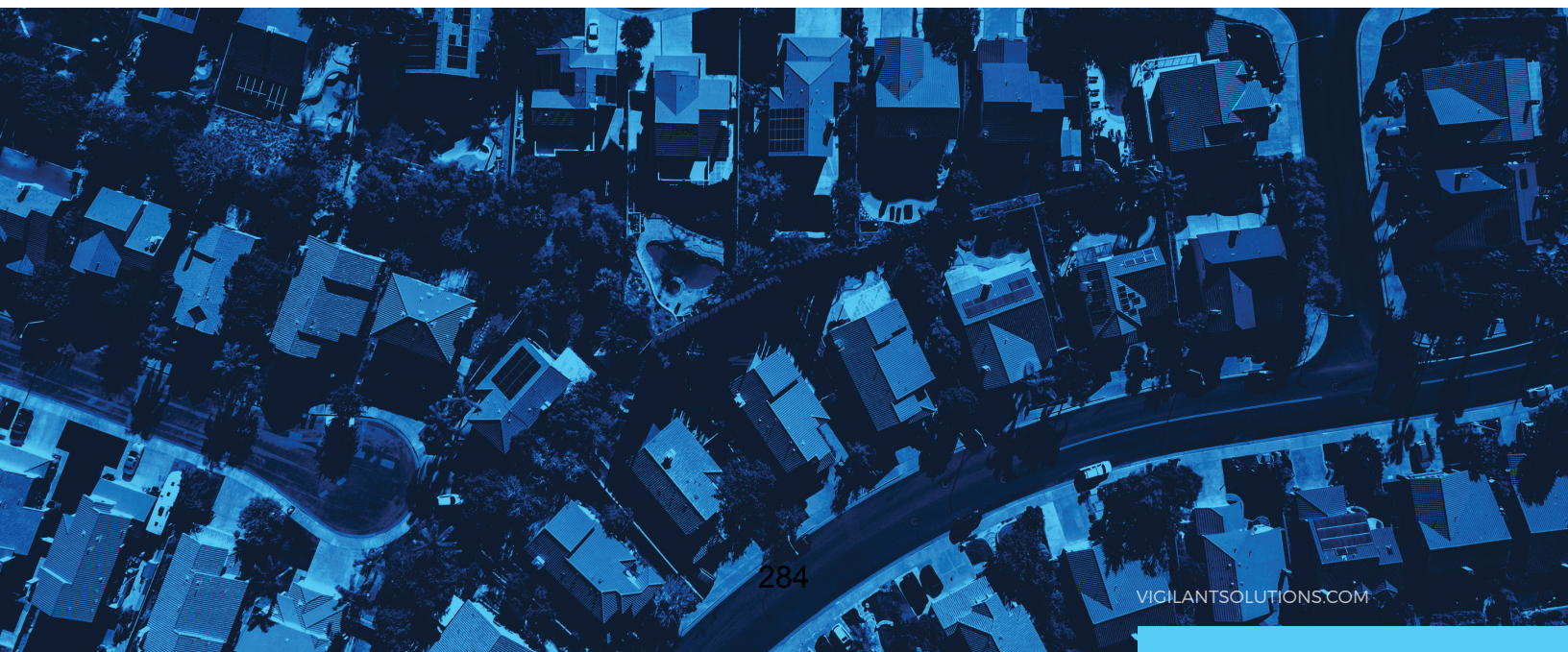
Vigilant's LPR (license plate recognition) for HOAs (homeowners associations) helps you secure and protect your community by creating a virtual fence with fixed LPR cameras. Send real-time data, including photos of license plates and vehicles including date, time and GPS coordinates, to your local law enforcement agency without ever having to pick up the phone. Our system allows you to automate a manual process by sending data real-time to your local law enforcement agency, and lets you receive alerts when vehicles registered to wanted fugitives or flagged cars enter the area.

■ KEY FEATURES:

- HD LPR camera
- O2L Box to support up to two cameras
- Online Client Portal access to manage hotlists and whitelists
- Allows data to be shared seamlessly with law enforcement

■ BENEFITS:

- Provide security and reduce crime for peace of mind
- Improve ability for law enforcement to investigate crimes
- Enhance quality of life for your neighborhood
- Improve safety of your community
- Be alerted of vehicles of interest as they pass through
- Maintain or increase property values



FIXED CAMERA SYSTEM INCLUDES:



Hardware

HD Camera, O2L Box, brackets and cabling



Services

Site survey, project management, commissioning and training available



Client Management Portal

Allows users to easily upload and manage Hotlists and Whitelists online



Law Enforcement Connection

Share collected data seamlessly with law enforcement agencies to develop leads*

*Pending law enforcement agency's approval

■ PROVIDE A PEACE OF MIND FOR YOUR RESIDENTS

By installing Vigilant NeighborhoodWatch, you will be adding an extra layer of security to give you and your residents a peace of mind. The system's connection to your law enforcement agency will provide them with the right data in order to close cases faster, and to ultimately keep your community and residents safe.

BE SAFE. BE SMART. BE VIGILANT.

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VS-070919-VigilantNeighborhoodWatch-SS-01-en

REAPERXD HIGH DEFINITION ANPR/ALPR CAMERA

Vigilant Solutions' ReaperXD is a low-profile, compact, ANPR/ LPR camera for use in fixed LPR applications. The high definition resolution allows for multiple lane capture in some environments. The ReaperXD is environmentally sound (IP67), easy to install and deploy (single POE cable), and feature rich (direct connection to LEARN, ONVIF compliant video stream).

■ KEY FEATURES

- Single cable POE installation
- Compact, sleek design
- 2MP
- Low power consumption
- Dual OCR IR/Color
- Automated speed calculation option
- Outdoor rated, IP67
- Full-featured and well documented API
- Remote Management
- Web Control Motorized zoom
- Automatic focus

SPECIFICATIONS

CAMERA PERFORMANCE

Part Number	Capture Range
VSR-60-02MP1	15-30 ft / 4.5-9 m
VSR-60-2MP2	15-120 ft / 4.5-36.5 m

Above distances may vary depending on mounting, and also for horizontal/vertical angles > 00.



OPTICS

Zoom Lens	4.7-47mm ^(x10)	6.5-143mm ^(x22)
Sensor	1/3" CMOS	1/2" CMOS
Capture speed maximum	120mph (190kph)	

HOUSING

Size	12.0" x 4.1" x 3.8" (305.5 x 104.1 x 97.3mm)	15.6" x 5.4" x 4.4" (396.5 x 137 x 112mm)
Mounting Mobile/Fixed	3-axis (aim precision) / Lock in place low profile / Solid mount	
Color	Matte gray or white	
Weight	3.6 lbs / 1.6 kg	8.2 lbs / 3.7 kg

ENVIRONMENTAL

Environmental protection	IP67 compliant
Operational temperature	-40°F to 140°F / -40°C to 60°C

ELECTRICAL

Power consumption	13.7W MAX 21W MAX
Input voltage	POE+ (IEEE802.3at)

CABLE MANAGEMENT

Cable length	Up to 328 ft (100 m)
Type	Cat5e or Cat6
Connector	RJ45

REAPER XD PLATFORM DETAILS

- Ultra 265, H.265, H.264, MJPEG
- Optical glass window with higher light transmittance
- Auto day/night functionality
- IR anti-reflection window to increase the infrared transmittance
- Embedded smart algorithm
- ONVIF(Profile S, Profile G), API
- Dual OCR IR/Color
- Large capture range for ease of aiming
- Plug and play compatible with existing Vigilant Fixed LPR and LEARN cloud

BE SAFE. BE SMART. BE VIGILANT.

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VS-091718-RXD-TPB-01-en



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Edward Pidermann, Town Manager

Subject: Budget Amendment FY2019-20 - 1st Reading

Date: March 09, 2020

Recommendation

Approve amendment to the FY 2019-20 Budget to carry over the prior year's estimated surplus to fund the following: (1) projects that were budgeted and commenced in the prior year but not completed, and (2) allocate funds for one-time operating and/or capital improvement expenditures. In addition, this budget amendment recognizes grants awarded to the Town, as well as donations received for specific Town events.

The proposed amendments are described below and summarized in Exhibit A.

Background

The unrestricted General Fund Balance at the beginning of FY 2018-19 was \$5,048,869 per the audited financials. During the budget process, Council approved the transfer of \$506,000 from fund balance. This amount included \$400,000 for litigation reserve that was not utilized, \$24,000 for various committees unused balances, and \$82,000 for projects that were not completed within the fiscal year. In addition, \$769,000 was transferred during the carryforward amendment of which \$684,445 was utilized to fund capital projects and \$84,555 for operational expenses for a total amount of \$1,275,000. This reduced the fund balance to \$3,773,869, of this amount \$500,000 is currently earmarked for Hurricane Irma disallowances.

GENERAL FUND – CARRY FORWARD

At the end of FY2018-19, operations are estimated to result in a net deficit of (\$785,833). However, as a result of the \$1,275,000 fund balance transfer during the year, there will be a budget surplus of \$489,167. From the net surplus \$342,500 was already approved through the budget adoption process for the litigation/settlement reserve. With the remaining \$146,667 staff is proposing to carry forward and appropriate funds as follows:

1. Donations - \$25,013

At the Mayors Annual Gala donations were received by individuals and the local business community to benefit the Special Needs Advisory Board in order to fund specific events and enhance certain programs and activities.

2. Balances from projects that commenced but were not completed - \$17,203

- Asset Management Software - \$7,252
- ADA Doors at Mary Collins Community Center \$3,150
- Mayor's Gala Donation for Special Needs Advisory Board - \$6,801

Of the \$146,667 carryforward balance \$42,216 was used to complete prior year projects which are mentioned above, and the remaining **\$104,451** will be utilized to fund operations and security enhancements which are detailed below.

3. Restore items eliminated from the Budget - \$46,451

During the FY2019-20 budget process, items were reduced or eliminated to accommodate the loss of the Franchise Fee revenue. Staff is proposing to restore the following items:

- Travel & per diem expenses for administrative staff (\$6,476)
- Lobbyist services (\$24,000)
- Subscriptions & memberships (\$5,500)
- Administrative staff training and education (\$6,475)
- Mayor and Council training and education (\$4,000)

4. Professional Services - \$23,000

For additional services for the bond counsel related to the natural disaster line of credit.

5. Security Enhancements at Government Center - \$35,000

Installation of card readers access control for elevators and second floor glass entry door at Town Hall. These funds will be transferred into the Capital Projects Fund.

GENERAL FUND – AMENDMENT

In addition to the above mentioned carry forward, the Series 2010 Special Obligation Bond for construction of Government Center matured in February 2020, and the new CD requirement is for \$541,561.82 instead of \$673,113.78 thus providing an excess of \$131,551.96. Since the source of these dollars were revenues from the Electric Utility Taxes (General Fund) which supports the bond payments, we are returning this overage to the General Fund. These funds will be allocated as follows:

- \$40,000 for bank fees related to the issuance of the line of credit.
- \$65,000 for Dawn Jenkins Litigation
- \$21,551 for the 170th Bridge Park Litigation
- \$5,000 for the Federal single audit

If approved this will increase the General Fund budget from \$17,359,992 to \$17,638,210.

SPECIAL REVENUE FUNDS

Transportation Gas Tax

This budget amendment carries forward the balance of \$42,608 which will be allocated to the following:

- For roadway striping & sign replacement -\$10,000
- Road system maintenance and repairs-\$32,608

This adjustment will increase the Transportation Gas Tax budget from \$402,537 to \$445,145.

Transit (PTP 20%)

This budget amendment carries forward the balance of \$8,687 which will be allocated for bus shelter maintenance and repairs. This adjustment will increase the Transit budget from \$393,371 to \$402,058.

Tree Ordinance-Black Olive Removal Program

This budget amendment carries forward the balance of \$52,614 and will be allocated to the black olive tree program line item. This adjustment increases the Tree Ordinance Program budget from \$37,370 to \$89,984. These funds will be utilized for the West Lakes Reforestation Phase 4 Project.

Peoples Transportation Plan (PTP 80%)

This budget amendment carries forward the balance of \$60,516 which will be allocated to the following:

- Professional services required for the Transportation Manager vacancy - \$5,000
- Street lighting repair & maintenance-\$12,000
- Contingency reserves-\$43,516

This adjustment will increase the Peoples Transportation Plan (PTP 80%) budget from \$1,196,565 to \$1,257,081.

Mobility Fee Trust Account Fund

This budget amendment carries forward a balance of \$126,163 which will be allocated to contingency reserves for future projects. This increases the Mobility Fee Trust Account Fund from \$217,750 to \$343,913.

Special Revenues-Other

This budget amendment carries forward a balance of \$399,885, due to new revenue sources in lieu of Large Park (\$199,885) and in lieu of Greenway (\$200,000) from the Lucida development that was received in FY2018-19. These funds will be allocated to contingency reserves for future projects. This increases the Special Revenues-Other Fund from \$300,000 to \$699,885.

IMPACT FEE FUNDS

This budget amendment carries forward a fund balance of \$327,034 and re-budgets \$86,620 for adaptive signalization. These funds will be allocated as follows:

- Parks Improvement Impact Fee will carry forward a balance of \$80,119 and will be allocated to contingency reserve for future projects. This increases the Parks Improvement budget from \$240,691 to \$320,810.
- Parks Open Space Impact Fee will carry forward a balance of \$205,988. Of this amount \$130,898 will be reserved for future projects and the remaining \$75,090 will be transferred to the Parks Capital Projects fund to complete Bree's Courtyard and the 170th Greenway Trail Park. This increases the Parks Open Space budget from \$1,242,205 to \$1,448,193.
- Public Safety Impact Fees will carry forward a balance of \$40,927. Of this balance \$15,927 will be allocated towards the installation and purchase of license plate recognition software and the remaining \$25,000 will be transferred to the Facilities Capital Project fund in order to fund security enhancements for Police personnel at Government Center. This increases the Public Safety Impact Fees budget from \$143,889 to \$184,816.
- Road Impact Fees has no fund balance however, this budget amendment increases (\$86,620) the revenue and expense budgets to include the remainder of the contribution in-lieu of road impact fee (50%) to complete the Adaptive Signalization project. This increases the Road Impact Fees budget from \$273,634 to \$360,254.

If this approved this amendment will increase the total Impact Fee Fund budget from \$1,900,419 to \$2,314,073.

BUILDING DEPARTMENT FUND

This budget amendment carries forward a balance of \$93,525 and will be allocated to contingency reserve. This increases the Building department fund from \$4,038,442 to \$4,131,967.

NEIGHBORHOOD SERVICE DISTRICTS

This budget amendment carries forward a balance of \$65,048 for all districts and will be allocated as follows:

1. Miami Lakes Section One carries forward a balance of \$23,464 which will be allocated as follows:
 - Security Guard holiday pay adjustment \$2,046
 - Contingency reserve \$21,418.

2. Loch Lomond carries forward a balance of \$9,757 which will be allocated as follows:
 - Security guard holiday pay adjustment \$5,412.
 - Contingency reserve \$4,345.
3. Royal Oaks Section One carries forward a balance of \$16,082 which will be allocated as follows:
 - Security guard holiday pay adjustment \$4,534
 - Contingency reserve \$11,548
4. Royal Oaks East carries forward a balance of \$15,277 which will be allocated as follows:
 - Security guard holiday pay adjustment \$4,534
 - Contingency reserve \$10,743
5. Lake Patricia assumed a carryforward balance of \$3,535 however an adjustment of -\$112 reduced the budget balance to \$3,423. This will reduce the contingency reserve budget by \$112.
6. Lake Hilda carries forward a balance of \$580 which will be allocated to contingency reserve.

If approved this will increase the Neighborhood Service Districts budget from \$1,739,778 to \$1,804,826.

CAPITAL PROJECTS FUND

At the beginning of FY 2018-19, the Capital Projects Fund had \$1,374,174 available to fund capital improvements throughout the Town, as per the audited financials. During the year, the Fund received \$3,862,451 in inter-governmental revenues, grant reimbursements, and inter-fund transfers to fund additional capital improvements. Approximately \$2,859,492 was spent on completing or substantially completing budgeted projects. The completed projects include Phase 3 of West Lakes neighborhood reforestation, Royal Oaks Park field lighting retrofit, Mary Collins Community Center playground renovations, pocket parks furniture, Windmill Gate Road improvements, and Miami Lakeway South street resurfacing.

The FY 2019-20 Adopted Budget, however, assumed a net carry-forward of \$1,470,818 for those projects that were not completed in FY 2019. This budget amendment adjusts the carry-forward amount for the difference of \$906,316 and re-appropriates the remaining balances for these projects. The carryforward amount of \$906,316, interfund transfer of \$221,710 and grant revenues of \$89,980 which will be discussed later in this memorandum, increases the FY 2019-20 Capital Projects Fund Budget from \$11,625,590 to \$12,843,595.

- Facilities & Equipment will carry forward a balance of \$2,618 which will be appropriated to Infrastructure for security enhancements. Additionally, a transfer of \$35,000 from General Fund and \$25,000 from Public Safety Impact Fees will be allocated to the infrastructure line item for security enhancements at Town Hall and the Police personnel parking lot. This increases the Facilities & Equipment sub-fund budget from \$14,362 to \$76,980.
- Parks Improvements assumed a carryforward balance of \$1,281,163 however an adjustment of \$170,731 is required to reduce the carry forward amount to \$1,110,432. We also anticipated to receive \$200,000 from the Florida Department of Agriculture for the Royal Oaks LED retrofit lighting grant, however since the funds were not received in FY2018-19 we will re-budget the funds into FY2019-20. In addition, a total of \$75,090 will be transferred from Parks Open Space Impact fee into the Parks Capital Projects Fund in order to complete the 170th Greenway Trail Park and Bree's Courtyard. The funds will be allocated as follows:
 - 170th Greenway Trail - \$60,000
 - Bree's Courtyard - \$15,090
 - Contingency reserve - \$2,985
 - MLOP Master Plan - \$2,663
 - MLOP Works of Art - \$12,085
 - Mini Parks Machinery & Equipment- \$11,536

This increases the Parks Capital Fund budget from \$1,481,163 to \$1,585,522.

- Transportation Improvements Fund carries forward a balance of \$688,348 and will be allocated as follows:

- Safe Routes to School - \$191,680
- Business Park East (60th Avenue) - \$432,764
- 67th Avenue Widening - \$13,237
- Contingency Reserve - \$50,667

Additionally, the Town received \$25,000 in grant revenues for the MiGlo Walking and Bike Trail and an interfund transfer of \$86,620 is to include the remainder of the contribution in-lieu of road impact fee to complete the Adaptive Signalization project. This budget amendment increases the Transportation Improvement budget from \$7,290,158 to \$8,090,126.

- Stormwater Improvements will carry forward a balance of \$386,081. The FY2019-20 adopted budget assumed grant revenues would be received in the current fiscal year however grant revenues came in prior year. The Canal Stabilization (-\$370) and Royal Oaks Drainage (-\$134,650) adjustments are to properly reflect grant funds. The allocations for the Stormwater Improvement Fund will be as follows:
 - West Lakes Drainage- \$22,470
 - Adjust Royal Oaks Drainage - -\$71,789
 - Canal Stabilization Phase 2 -\$288,067
 - Contingency Reserve -\$12,313

This budget amendment increases the Stormwater Improvement Fund from \$2,839,907 to \$3,090,968.

STORMWATER UTILITY FUND

The Asset Management Software that was budgeted in the previous fiscal year is approximately 75% complete. This budget amendment carries forward a balance of \$10,912 which will be allocated as follows:

- Software – Project Balance for Asset Management - \$10,112
- Remote Access Data Plan - \$500
- Machinery and Equipment - \$300

This budget increases the Stormwater Utility Fund budget from \$1,147,370 to \$1,158,282.

Attachments:

Ordinance

Exhibit A – FY 2019-20 Amended Budget

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING ORDINANCE NO. 19-251; AMENDING THE TOWN'S FISCAL YEAR 2019-2020 BUDGET; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CONFLICTS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 200.065, Florida Statutes and Section 8.7 of the Town of Miami Lakes (the "Town") Charter, the Town Council adopted Fiscal Year 2019-2020 Budget (the "Budget") by Ordinance 19-251; and

WHEREAS, based upon the review, analysis, and the recommendation of the Town Manager, the Town Council has determined that it is necessary to amend the Budget to provide for carryover of funds as set forth in Exhibit "A," attached hereto.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Budget Amendment. The Fiscal Year 2019-2020 Budget adopted in Ordinance No. 19-251 is amended as set forth in the documents entitled "Town of Miami Lakes FY 2019-2020 Adopted Budget" attached hereto as Exhibit "A." The Town Council hereby modifies the Budget to provide for the inclusion of additional carryover funds, line item adjustments, and 2018-2019 project related expense carryover. All other terms and conditions of Ordinance No. 19-251 not otherwise amended by this Ordinance remain in full force and effect.

Section 3. Authorization of Town Manager. The Town Manager is hereby authorized to take all actions necessary to implement the terms and conditions of this Ordinance.

Section 4. Authorization of Fund Expenditures. The Town Manager or his/her designee is authorized to expend or contract for expenditures such funds as are necessary for the operation of the Town government in accordance with the Budget and the terms and conditions of this Ordinance.

Section 5. Conflicts. All sections or parts of sections of the Town Code that conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Severability. The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause, provision 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 7. Effective date. This Ordinance shall be effective upon adoption on second reading.

FIRST READING

The foregoing ordinance was moved by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Josh Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on first reading this 9th day of March 2020.

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SECOND READING

The foregoing ordinance was moved by Councilmember _____ who moved its adoption on second reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Josh Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this 21st day of April 2020.

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

**TOWN OF MIAMI LAKES
FY2019-20 BUDGET AMENDMENT
GENERAL FUND REVENUE**

ACCOUNT NAME	FY2019-20 ADOPTED	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
<u>Ad Valorem Taxes</u>				
Current Ad Valorem Taxes	7,394,424		7,394,424	
Current Ad Valorem Taxes - Pers. Prop.	-		-	
AV Tax Sales & Other taxes	-		-	
Delinquent Ad Valorem Taxes	50,000		50,000	
Sub-total: Taxes	\$ 7,444,424	\$ -	7,444,424	
<u>Franchise Fees</u>				
Franchise Fees - Electricity	390,000		390,000	
Franchise Fees - Waste	-		-	
Sub-total: Franchise Fees	\$ 390,000	\$ -	390,000	
<u>Utility Service Tax</u>				
Utility Service Tax - Electricity	2,414,601		2,414,601	
Utility Service Tax - Water	410,000		410,000	
Utility Service Tax - Gas	65,000		65,000	
Sub-total: Utility Services Tax	\$ 2,889,601	\$ -	2,889,601	
<u>Intergovernmental Revenues</u>				
Communications Service Tax	1,181,000		1,181,000	
State Revenue Sharing	807,000		807,000	
Alcoholic Beverage License	20,000		20,000	
Half-cent Sales Tax	2,518,000		2,518,000	
Sub-total: Intergovernmental	\$ 4,526,000	\$ -	4,526,000	
<u>Permits & Fees</u>				
<u>Building Department Revenues:</u>				
Local Business Licenses: TOML	120,000		120,000	
Local Business Licenses: County	40,000		40,000	
False Alarm Fees	51,000		51,000	
Zoning Hearings	5,000		5,000	
Administrative Site Plan Review	500		500	
Zoning Letters	10,000		10,000	
Zoning Fees	130,000		130,000	
Staff Costs	5,000		5,000	
Fine Violation Interest	28,000		28,000	
Planning Department Revenues:	\$389,500	\$ -	389,500	
Public Works Permits	35,000		35,000	
Sub-total: Permits & Fees	\$ 424,500	\$ -	424,500	

**TOWN OF MIAMI LAKES
FY2019-20 BUDGET AMENDMENT
GENERAL FUND REVENUE**

ACCOUNT NAME	FY2019-20 ADOPTED	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
<u>Fines & Forfeitures</u>				
Police Traffic Fines	25,000		25,000	
Police - L.E.T.F.	3,000		3,000	
Public School Crossing Guards	35,000		35,000	
Code Violation Fines	120,000		120,000	
Police Parking Fines	2,000		2,000	
Sub-total: Fines & Forfeitures	\$ 185,000	\$ -	\$ 185,000	
<u>Miscellaneous Revenues</u>				
Interest Income	30,000		30,000	
Other Charges & Fees - Clerk's	2,500		2,500	
Lobbyist Registration	3,700		3,700	
Park - Services & Rental Fees	100,000		100,000	
Revenue Sharing Programs	30,000		30,000	
Lien Inquiry Letters	32,000		32,000	
FDOT - Landscape Maintenance	5,800		5,800	
Contributions & Donations	40,000		40,000	
Insurance Claims	61,650		61,650	
Miscellaneous Revenues - Other	1,000		1,000	
Sub-total: Miscellaneous Revenues	\$ 306,650	\$ -	\$ 306,650	
<u>Interfund & Equity Transfers</u>				
Prior Year Carry Over Funds	342,500	146,667	489,167	Carry forward funds for Mayor's Gala donations (\$25,013), Special Needs Advisory Board (\$6,801), Software (\$7,252), ADA Door Project (\$3,150) restore Council training & education (\$4,000), bond counsel (\$23,000), lobbyist services (\$24,000), restore staff Training & Education (\$6,475), restore staff Travel (\$6,476) restore subscriptions & memberships (\$5,500), Security enhancements at Town Hall (\$35,000).
Interfund transfers from Capital Projects	420,000		420,000	
Interfund transfer from Series 2010	-	131,551	131,551	The Series 2010 Special Obligation Bond for construction of Government Center matured in February 2020, thus providing an excess. The source of these dollars were revenues from the Electric Utility Taxes (General Fund) which supports the bond payments, we are returning this overage to the general fund. To be allocated for the line of credit bank fees (\$40,000), litigation (86,551), and federal single audit (\$5,000).
Appropriation from RESERVED Fund Balance	431,317		431,317	
Sub-total: Contributions	\$ 1,193,817	\$ 278,218	\$ 1,472,035	
Total General Fund Revenue	\$ 17,359,992	\$ 278,218	\$ 17,638,210	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
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GENERAL FUND EXPENDITURES**TOWN COUNCIL & MAYOR**

0011101-511000	EXECUTIVE SALARIES-MAYOR	\$19,649		\$19,649	
0011101-512000	REGULAR SALARIES	\$92,070		\$92,070	
0011101-514000	OVERTIME	\$0		\$0	
0011101-521000	PAYROLL TAXES	\$15,989		\$15,989	
0011101-522000	FRS RETIREMENT CONTRIBUTION	\$9,470		\$9,470	
0011101-522010	DEFERRED COMP-457	\$0		\$0	
0011101-523000	HEALTH INSURANCE	\$67,099		\$67,099	
0011101-523001	HEALTH INSURANCE MAYOR	\$25,344		\$25,344	
0011101-523003	HEALTH INSURANCE ALLOWANCE	\$0		\$0	
0011101-523100	WIRELESS STIPEND	\$960		\$960	
0011101-540000	TRAVEL & PER DIEM	\$15,000		\$15,000	
0011101-540010	CAR ALLOWANCE-MAYOR	\$7,200		\$7,200	
0011101-540011	CAR ALLOWANCE-COUNCIL	\$36,000		\$36,000	
0011101-540020	EXPENSE ALLOWANCE MAYOR & COUNCIL	\$54,093		\$54,093	
0011101-540021	EXPENSE REIMBURSEMENT	\$0		\$0	
0011101-541001	REMOTE ACCESS DEVICE DATA PLAN	\$3,648		\$3,648	
0011101-541010	MOBILE PHONES	\$4,176		\$4,176	
0011101-547000	PRINTING & BINDING	\$1,000		\$1,000	
0011101-548100	STATE OF THE TOWN ADDRESS-SOT	\$0		\$0	
0011101-548101	ANNUAL PRAYER BREAKFAST	\$0		\$0	
0011101-548102	ALL AMERICAN CITY DONATION	\$0		\$0	
0011101-548103	ALL AMERICAN CITY EXPENSES	\$0		\$0	
0011101-548105	EVENTS-MISCELLANEOUS	\$0		\$0	
0011101-548107	TOY DRIVE	\$0		\$0	
0011101-548160	VOLUNTEER APPRECIATION	\$0		\$0	
0011101-549002	CONTINGENCY RESERVE	\$0		\$0	
0011101-549010	DISCRETIONARY FUND	\$700		\$700	
0011101-549070	ADMINISTRATIVE SUPPORT	\$0		\$0	
0011101-549200	MISCELLANEOUS EXPENSES	\$0		\$0	
0011101-549428	MAYOR HOLIDAY PARTY	\$0		\$0	
0011101-549443	MAYOR'S GALA-MAGAL	\$0		\$0	
0011101-552010	UNIFORMS	\$360		\$360	
0011101-552040	COUNCIL ADMINSTRATIVE EXPENSE	\$0		\$0	
0011101-552042	MEETING SET UP	\$300		\$300	
0011101-552044	COUNCIL AWARDS	\$1,250		\$1,250	
0011101-554000	SUBSCRIPTIONS & MEMBERSHIPS	\$7,000		\$7,000	
0011101-554010	EDUCATION & TRAINING	\$300	\$4,000	\$4,300	Restore registration conferences for training and education.
0011101-564004	SMALL EQUIPMENT	\$0		\$0	
0011101-580000	DIVIDENDS TO RESIDENCES	\$0		\$0	
TOTAL TOWN COUNCIL EXPENDITURES		\$361,608	\$4,000	\$365,608	

TOWN CLERK

0011201-512000	REGULAR SALARIES	\$83,477		\$83,477	
0011201-521000	PAYROLL TAXES	\$6,386		\$6,386	
0011201-522000	FRS RETIREMENT CONTRIBUTION	\$7,076		\$7,076	
0011201-523000	HEALTH & LIFE INSURANCE	\$9,988		\$9,988	
0011201-523003	HEALTH INSURANCE ALLOWANCE	\$0		\$0	
0011201-523100	WIRELESS STIPEND	\$480		\$480	
0011201-531000	PROFESSIONAL SERVICES	\$0		\$0	
0011201-531020	TOWN CLERK AGENDA MANAGER	\$2,900		\$2,900	
0011201-531080	TOWN CLERK RECORDS MGT	\$0		\$0	
0011201-541001	REMOTE ACCESS DEVICE DATA PLAN	\$480		\$480	
0011201-544000	RENTALS & LEASES	\$2,700		\$2,700	
0011201-547001	TOWN CLERK FRAMING	\$0		\$0	
0011201-547010	TOWN CLERK CODIFICATION	\$8,800		\$8,800	
0011201-549030	TOWN CLERK LEGAL ADVERTISING	\$18,040		\$18,040	
0011201-549070	ADMINISTRATIVE SUPPORT	\$0		\$0	
0011201-549080	TOWN CLERK ELECTION COSTS	\$5,000		\$5,000	

EXHIBIT A

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
0011201-549200	TOWN CLERK CLERICAL SUPPORT/ADMIN EXP	\$0		\$0	
0011201-552000	OPERATING SUPPLIES	\$0		\$0	
0011201-552010	UNIFORMS	\$0		\$0	
0011201-554010	EDUCATION & TRAINING	\$650		\$650	
0011201-566000	SOFTWARE	\$0		\$0	
0011201-566002	COMPUTER SOFTWARE LICENSES	\$60,270		\$60,270	
TOTAL TOWN CLERK EXPENDITURES		\$206,247	\$0	\$206,247	
TOWN ATTORNEY					
0011401-531140	LEGAL-GENERAL LEGAL	\$200,000		\$200,000	
0011401-531140	TRDMK-GENERAL LEGAL-TRADEMARK	\$0		\$0	
0011401-531230	LEGAL-ROUTINE LITIGATION RESERVE	\$15,000		\$15,000	
0011401-531230	170BR LITIGATION / NW 107TH ST BRIDGE	\$0	\$21,551	\$21,551	Litigation for 170th Street Bridge
0011401-531230	DAWNJ LITIGATION	\$0	\$65,000	\$65,000	Litigation for Dawn Jenkins
0011401-531230	M. PIZZI LITIGATION/INSURANCE RECOVERY	\$0		\$0	
0011401-531230	TMSC-MANAGER SELECTION COMMITTEE	\$0		\$0	
0011401-531230	CHARTER REVIEW COMMISSION	\$0		\$0	
TOTAL TOWN ATTORNEY EXPENDITURES		\$215,000	\$86,551	\$301,551	
TOWN ADMINISTRATION					
0011311-512000	REGULAR SALARIES	\$1,169,594		\$1,169,594	
0011311-512002	TRANSFER SRF TRANSIT 5% ADM	-\$13,500		-\$13,500	
0011311-512003	TRANSFER CPF TRANSP 5% ADM	-\$54,000		-\$54,000	
0011311-512006	ADMINISTRATIVE SUPPORT TO SRTORMWATER FUI	-\$76,948		-\$76,948	
0011311-512010	ADMINISTRATIVE SUPPORT TO BUILDING	-\$257,575		-\$257,575	
0011311-513013	ADMINISTRATIVE SUPPORT TO SPECIAL TAXING DIS	-\$140,188		-\$140,188	
0011311-514000	OVERTIME	\$3,000		\$3,000	
0011311-516000	COMPENSATED ABSENCES	\$0		\$0	
0011311-521000	PAYROLL TAXES	\$85,226		\$85,226	
0011311-522000	FRS RETIREMENT CONTRIBUTION	\$84,057		\$84,057	
0011311-522010	ICMA 457 PL	\$45,230		\$45,230	
0011311-522011	ICMA 401 PL	\$0		\$0	
0011311-523000	HEALTH & LIFE INSURANCE	\$195,073		\$195,073	
0011311-523001	HEALTH INSURANCE	\$0		\$0	
0011311-523003	HEALTH INSURANCE ALLOWANCE	\$0		\$0	
0011311-523100	WIRELESS STIPEND	\$1,440		\$1,440	
0011311-525000	ADM UNEMPLOYMENT CLAIMS	\$0		\$0	
0011311-531000	PROFESSIONAL SERVICES	\$25,000	\$63,000	\$88,000	For additional services for bond counsel related to the natural disaster line of credit (\$23,000) and for bank fees related to the issuance of the line of credit (\$40,000).
0011311-531090	INTERGOVERNMENTAL RELATIONS (LOBBYIST)	\$24,000	\$24,000	\$48,000	Restore lobbyist services.
0011311-532000	ACCOUNTING & PAYROLL	\$25,500		\$25,500	
0011311-532001	INDEPENDENT AUDIT	\$54,500	\$5,000	\$59,500	For the Federal single audit.
0011311-532002	ADM HEALTH SPENDING ACCT/WELLNESS	\$5,000		\$5,000	
0011311-532023	FINANCIAL CONS/BOND COUNCIL	\$0		\$0	
0011311-533001	BACKGROUND CHECKS	\$1,500		\$1,500	
0011311-540000	TRAVEL & PER DIEM	\$0	\$6,476	\$6,476	Restore educational travel for staff development.
0011311-540010	CAR ALLOWANCE	\$7,800		\$7,800	
0011311-541000	TELEPHONE SERVICES	\$0		\$0	
0011311-541001	REMOTE ACCESS DEVICE DATA PLAN	\$680		\$680	
0011311-541010	MOBILE PHONES	\$0		\$0	
0011311-542000	POSTAGE & DELIVERY	\$17,650		\$17,650	
0011311-543000	UTILITY SERVICES-ADM	\$0		\$0	
0011311-544000	RENTALS & LEASES	\$0		\$0	
0011311-544010	COPIER LEASE	\$16,700		\$16,700	
0011311-544030	RENT- TOWN HALL	\$0		\$0	

EXHIBIT A

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
0011311-545000	ADM - INSURANCE	\$263,000		\$263,000	
0011311-546000	REPAIR & MAINTENANCE-CONTRACTS	\$0		\$0	
0011311-547000	PRINTING & BINDING	\$1,500		\$1,500	
0011311-548000	TOWN BRANDING & STRATEGIC PLAN	\$5,000		\$5,000	
0011311-548010	ADVERTISEMENT RECRUITMENT	\$1,000		\$1,000	
0011311-549000	OTHER CURRENT CHARGES	\$0		\$0	
0011311-549001	ADMINISTRATIVE HEALTH WELLNESS	\$0		\$0	
0011311-549070	ADMINISTRATIVE SUPPORT	\$0		\$0	
0011311-549071	INVESTMENT ADVISORY SERVICE	\$7,000		\$7,000	
0011311-549090	FINANCIAL INSTITUTION FEES	\$3,000		\$3,000	
0011311-549093	CREDIT CARD FEES	\$500		\$500	
0011311-549110	REIMBURSEMENT FROM STORMWATER UTILITY	\$0		\$0	
0011311-549200	MISCELLANEOUS EXPENSE	\$0		\$0	
0011311-549260	HURRICANE EXPENSES	\$2,500		\$2,500	
0011311-549290	LICENSES & PERMITS	\$0		\$0	
0011311-549300	BACKGROUND CHECKS	\$0		\$0	
0011311-551000	OFFICE SUPPLIES	\$0		\$0	
0011311-552000	OPERATING SUPPLIES	\$0		\$0	
0011311-552010	UNIFORMS	\$2,400		\$2,400	
0011311-553090	NON-CAPITAL OUTLAY	\$0		\$0	
0011311-554000	SUBSCRIPTIONS & MEMBERSHIPS	\$2,000	\$5,500	\$7,500	Restore subscriptions & memberships.
0011311-554010	EDUCATION & TRAINING	\$0	\$6,475	\$6,475	Restore training and education for administrative staff.
0011311-555500	ADM-FURNITURE/EQUIP NON-CAP	\$0		\$0	
0011311-564000	ADM MACHINERY & EQUIPMENT	\$0		\$0	
0011311-566000	FINANCIAL MANAGEMENT SOFTWARE	\$0		\$0	
0011311-566002	COMPUTER SOFTWARE LICENSES	\$0		\$0	
0011311-569000	ADMIN IT EQUIPMENT	\$0		\$0	
0011311-569001	CAPITAL OUTLAY OTHER	\$0		\$0	
0011351-546082	100 BEST COMMUNITIES FOR YOUNG PEOPLE	\$0		\$0	
0011351-546085	SHAPE GRANT EXPENSES	\$0		\$0	
SUB-TOTAL ADMINISTRATION EXPENDITURES		\$1,507,639	\$110,451	\$1,618,090	
INFORMATION SYSTEMS					
0011341-531030	NETWORK SUPPORT	\$135,200		\$135,200	
0011341-531040	WEB SUPPORT	\$11,400		\$11,400	
0011341-531060	VOICE SUPPORT	\$4,370		\$4,370	
0011341-541030	INTERNET SERVICES	\$19,920		\$19,920	
0011341-551000	IT SUPPLIES	\$13,000		\$13,000	
0011341-552000	SOFTWARE & SMALL EQUIPMENT	\$0		\$0	
0011341-552022	EQUIPMENT NON CAPITAL	\$0		\$0	
0011341-555001	TRAINING & EDUCATION	\$0		\$0	
0011341-563001	INFRASTRUCTURE - IT	\$0		\$0	
0011341-564000	MACHINERY & EQUIPMENT	\$32,000		\$32,000	
0011341-566000	SOFTWARE	\$0	\$7,252	\$7,252	Carry forward project balance for asset management.
0011341-566002	COMPUTER SOFTWARE LICENSES	\$124,074		\$124,074	
SUB-TOTAL INFORMATION SYSTEMS		\$339,964	\$7,252	\$347,216	
ADMINISTRATION - TRANSFERS					
0011361-512902	CLASS B - FORCE ACCOUNT	\$0		\$0	
0011361-512903	CLASS A - FORCE ACCOUNT	\$0		\$0	
0011361-580002	RESERVE FOR COMMITTEES FUTURE DONATIONS	\$0		\$0	
0011361-580100	ADA SETTLEMENT	\$0		\$0	
0011361-580110	SETTLEMENT	\$0		\$0	
0011361-580200	IRS SETTLEMENT 2010 & 2011	\$0		\$0	
0011361-581000	OPERATING CONTINGENCY	\$0		\$0	
0011361-591010	TRANSFER TO SPECIAL REVENUE FUND	\$0		\$0	
0011361-591013	TRANSFER TO FACILITIES MAINTENANCE FUND	\$206,734		\$206,734	
0011361-591020	TRANSFER OUT - CIP PARKS	\$0		\$0	

EXHIBIT A

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
0011361-591050	TRANSFER OUT - CIP FUND	\$0		\$0	
0011361-591052	TRANSFER-CPF/FACILITIES & EQUIP	\$0	\$35,000	\$35,000	To fund security enhancements at town hall.
0011361-591059	TRANSFER OUT TO ELECTRIC UTILITY TAX FUND	\$0		\$0	
0011361-591061	TRANSFER TO DEBT SERVICE FUND	\$0		\$0	
0011361-591072	TRANSFER TO DISASTER FUND	\$0		\$0	
SUB-TOTAL ADMINISTRATION TRANSFERS		\$206,734	\$35,000	\$241,734	
TOTAL ADMINISTRATION EXPENDITURES		\$2,054,337	\$152,703	\$2,207,040	

POLICE

0012102-534010	JANITORIAL SERVICES	\$0		\$0	
0012102-534030	POL - PATROL SERVICES	\$8,363,000		\$8,363,000	
0012102-534035	POLICE OVERTIME	\$340,000		\$340,000	
0012102-534035	PUBLIC SCHOOL SECURITY - OVERTIME	\$0		\$0	
0012102-534040	SCHOOL CROSSING GUARDS	\$0		\$0	
0012102-534080	PROSECUTION-CRIMINAL VIOLATION	\$200		\$200	
0012102-534085	CIVIL CITATION HEARINGS	\$0		\$0	
0012102-541000	TELEPHONE SERVICES	\$0		\$0	
0012102-541010	MOBILE PHONES	\$5,600		\$5,600	
0012102-543010	POLICE UTILITIES	\$0		\$0	
0012102-544000	RENTALS & LEASES	\$0		\$0	
0012102-544020	POLICE COPIER COSTS	\$1,800		\$1,800	
0012102-546000	REPAIR & MAINTENANCE	\$0		\$0	
0012102-546010	REPAIR & MAINTENANCE-VEHICLES	\$2,500		\$2,500	
0012102-547000	PRINTING & BINDING	\$600		\$600	
0012102-549200	MISCELLANEOUS EXPENSE	\$800		\$800	
0012102-551000	OFFICE SUPPLIES	\$0		\$0	
0012102-552000	OPERATING SUPPLIES	\$3,000		\$3,000	
0012102-552010	UNIFORMS	\$2,500		\$2,500	
0012102-552020	FUEL & LUBRICANTS	\$500		\$500	
0012102-554000	SUBSCRIPTIONS & MEMBERSHIPS	\$225		\$225	
0012102-554010	EDUCATION & TRAINING	\$2,000		\$2,000	
0012102-555500	POL-FURNITURE/EQUIP NON-CAP	\$0		\$0	
0012102-564011	POLICE VEHICLE ACQUISITION	\$0		\$0	
0012102-571000	POL VEHICLE LOAN & INTEREST	\$0		\$0	
0012102-591013	TRANSFER TO FACILITIES MAINTENANCE FUND	\$93,030		\$93,030	
SUB-TOTAL POLICE EXPENDITURES		\$8,815,755	\$0	\$8,815,755	

SCHOOL CROSSING GUARDS

0012112-512000	REGULAR SALARIES	\$77,752		\$77,752	
0012112-521000	PAYROLL TAXES	\$5,948		\$5,948	
0012112-522000	FRS RETIREMENT CONTRIBUTION	\$6,591		\$6,591	
0012112-545000	WORKMAN'S COMPENSATION	\$0		\$0	
0012112-552000	OPERATING SUPPLIES	\$500		\$500	
0012112-552010	UNIFORMS	\$3,000		\$3,000	
0012112-554010	EDUCATION & TRAINING	\$624		\$624	
SUB-TOTAL SCHOOL CROSSING GUARDS		\$94,415	\$0	\$94,415	
TOTAL POLICE EXPENDITURES		\$8,910,170	\$0	\$8,910,170	

PLANNING

0011501-512000	REGULAR SALARIES	\$86,955		\$86,955	
0011501-521000	PAYROLL TAXES	\$6,652		\$6,652	
0011501-522000	FRS RETIREMENT CONTRIBUTION	\$7,371		\$7,371	
0011501-523000	HEALTH & LIFE INSURANCE	\$25,344		\$25,344	
0011521-547000	PRINTING & BINDING	\$1,000		\$1,000	
SUB-TOTAL PLANNING		\$127,322	\$0	\$127,322	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
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CODE COMPLIANCE

0011532-512000	REGULAR SALARIES	\$104,853		\$104,853	
0011532-521000	PAYROLL TAXES	\$8,480		\$8,480	
0011532-522000	FRS RETIREMENT CONTRIBUTION	\$8,888		\$8,888	
0011532-523000	HEALTH & LIFE INSURANCE	\$22,660		\$22,660	
0011532-523003	HEALTH INSURANCE ALLOWANCE	\$0		\$0	
0011532-523100	WIRELESS STIPEND	\$480		\$480	
0011532-531260	SPECIAL MASTER	\$3,000		\$3,000	
0011532-534130	CONTRACT CODE ENF SER	\$121,812		\$121,812	
0011532-540011	CAR ALLOWANCE	\$6,000		\$6,000	
0011532-541001	REMOTE ACCESS DEVICE DATA PLAN	\$960		\$960	
0011532-541010	MOBILE PHONES	\$120		\$120	
0011532-546400	ABANDONED PROPERTY MAINTENANCE	\$1,000		\$1,000	
0011532-547003	CODE ENF-DOCUMENT SCANNING	\$0		\$0	
0011532-549041	CODE ENFORCEMENT LIEN RECORDING	\$7,000		\$7,000	
0011532-549094	ALARM MONITORING PROGRAM	\$25,000		\$25,000	
0011532-549150	PLAN CODE ENF REIMB EXP	\$0		\$0	
0011532-552010	UNIFORMS	\$300		\$300	
0011532-554010	EDUCATION & TRAINING	\$1,500		\$1,500	
SUB-TOTAL CODE COMPLIANCE		\$312,054	\$0	\$312,053	

TRANSIT

0014404-534150	DEMAND SERVICES - CONTRACT	\$0		\$0	
SUB-TOTAL TRANSIT		\$0		\$0	
TOTAL PLANNING, CODE COMPLIANCE & TRANSIT EXPENDITURES		\$439,375	\$0	\$439,375	

QNIP

0011701-570020	QNIP DEBT SERVICE	\$0		\$0	
0011701-571000	QNIP DEBT SERVICE - PRINCIPAL	\$139,302		\$139,302	
0011701-572000	QNIP DEBT SERVICE - INTEREST	\$1,892		\$1,892	
TOTAL QNIP EXPENDITURES		\$141,194	\$0	\$141,194	

ZONING

0012402-512000	REGULAR SALARIES	\$101,598		\$101,598	
0012402-516000	COMPENSATED ABSENCES	\$0		\$0	
0012402-521000	PAYROLL TAXES	\$7,772		\$7,772	
0012402-522000	FRS RETIREMENT CONTRIBUTION	\$8,612		\$8,612	
0012402-523000	HEALTH & LIFE INSURANCE	\$0		\$0	
0012402-534110	CONTRACTUAL SERVICES	\$0		\$0	
SUB-TOTAL ZONING EXPENDITURES		\$117,982	\$0	\$117,982	
TOTAL BUILDING & ZONING EXPENDITURES		\$117,982	\$0	\$117,982	

PARKS & RECREATION

0017207-512000	REGULAR SALARIES	\$361,248		\$361,248	
0017207-514000	OVERTIME	\$1,000		\$1,000	
0017207-521000	PAYROLL TAXES	\$27,635		\$27,635	
0017207-522000	FRS RETIREMENT CONTRIBUTION	\$30,623		\$30,623	
0017207-523000	HEALTH & LIFE INSURANCE	\$111,790		\$111,790	
0017207-523003	HEALTH INSURANCE ALLOWANCE	\$0		\$0	
0017207-523100	WIRELESS STIPEND	\$2,400		\$2,400	
0017207-531000	PROFESSIONAL SERVICES	\$0		\$0	
0017207-531080	DIGITAL IMAGING	\$0		\$0	
0017207-540000	TRAVEL & PER DIEM	\$1,560		\$1,560	
0017207-541010	MOBILE PHONES	\$0		\$0	
0017207-546010	REPAIR & MAINTENANCE-VEHICLES	\$5,000		\$5,000	
0017207-547000	PRINTING & BINDING	\$0		\$0	
0017207-549070	ADMINISTRATIVE SUPPORT	\$0		\$0	
0017207-549093	CREDIT CARD FEES	\$3,000		\$3,000	
0017207-549200	MISCELLANEOUS EXPENSE	\$700		\$700	
0017207-549290	PARKS - PERMIT FEES	\$0		\$0	
0017207-549300	COACHES BACKGROUND CHECK	\$5,000		\$5,000	
0017207-549310	CHECK CERTIFICATION CLINIC	\$2,500		\$2,500	
0017207-552000	OPERATING SUPPLIES	\$0		\$0	

EXHIBIT A

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
0017207-552010	UNIFORMS	\$0		\$0	
0017207-552020	FUEL & LUBRICANTS	\$4,500		\$4,500	
0017207-553090	NON CAPITAL OUTLAY	\$0		\$0	
0017207-555500	FDEA COMM OF LIFETIME GRANT	\$0		\$0	
0017207-569000	CAPITAL OUTLAY	\$0		\$0	
SUB-TOTAL PARKS SERVICES		\$556,956	\$0	\$556,956	
ROYAL OAKS PARK					
0017217-534010	JANITORIAL SERVICES	\$60,880		\$60,880	
0017217-541000	TELEPHONE SERVICES	\$11,000		\$11,000	
0017217-543000	UTILITY SERVICES	\$100,000		\$100,000	
0017217-546000	REPAIR & MAINTENANCE-CONTRACT	\$285,000		\$285,000	
0017217-546003	REPAIR & MAINTENANCE-GROUNDS	\$75,000		\$75,000	
0017217-546300	REPAIR & MAINTENANCE-FACILITY	\$31,250		\$31,250	
0017217-553090	NON-CAPITAL OUTLAY	\$5,000		\$5,000	
0017217-563000	INFRASTRUCTURE	\$0		\$0	
0017217-564000	MACHINERY & EQUIPMENT	\$0		\$0	
0017217-569000	ROYAL OAKS PARK IMPROVEMENT	\$0		\$0	
SUB-TOTAL ROYAL OAKS PARK		\$568,130	\$0	\$568,130	
PICNIC PARK EAST-YOUTH CENTER					
0017227-512000	REGULAR SALARIES	\$35,805		\$35,805	
0017227-521000	PAYROLL TAXES	\$2,739		\$2,739	
0017227-522000	FRS RETIREMENT CONTRIBUTION	\$3,035		\$3,035	
0017227-523000	HEALTH & LIFE INSURANCE	\$14,452		\$14,452	
0017227-523100	WIRELESS STIPEND	\$0		\$0	
0017227-534010	JANITORIAL SERVICES	\$27,040		\$27,040	
0017227-541000	TELEPHONE SERVICES	\$3,500		\$3,500	
0017227-543000	UTILITY SERVICES	\$13,000		\$13,000	
0017227-546000	REPAIR & MAINTENANCE-CONTRACT	\$13,000		\$13,000	
0017227-546003	REPAIR & MAINTENANCE-GROUNDS	\$5,000		\$5,000	
0017227-546300	REPAIR & MAINTENANCE-FACILITY	\$18,000		\$18,000	
0017227-549200	MISCELLANEOUS EXPENSE	\$0		\$0	
0017227-553090	NON-CAPITAL OUTLAY-PARK IMPROVEMENT	\$5,000		\$5,000	
0017227-563001	INFRASTRUCTURE	\$0		\$0	
0017227-564000	MACHINERY AND EQUIPMENT	\$0		\$0	
0017227-567000	WORK OF ART/COLLECTIONS	\$0		\$0	
SUB-TOTAL PICNIC PARK EAST-YOUTH CENTER		\$140,571	\$0	\$140,571	
PICNIC PARK WEST - MARY COLLINS COMMUNITY CENTER					
0017237-534010	JANITORIAL SERVICES	\$48,880		\$48,880	
0017237-541000	TELEPHONE SERVICES	\$4,920		\$4,920	
0017237-543000	UTILITY SERVICES	\$23,500		\$23,500	
0017237-546000	REPAIR & MAINTENANCE-CONTRACT	\$33,000		\$33,000	
0017237-546003	REPAIR & MAINTENANCE-GROUNDS	\$7,500		\$7,500	
0017237-546300	REPAIR & MAINTENANCE-FACILITY	\$27,000		\$27,000	
0017237-553090	PARKS IMPROVEMENT - OPERATING	\$15,000	\$3,150	\$18,150	Carry forward for ADA entry doors at Mary Collins Community Center (\$3,150).
0017237-563000	INFRASTRUCTURE	\$0		\$0	
0017237-564000	MACHINERY & EQUIPMENT	\$0		\$0	
0017237-569000	PARKS - CAPITAL OUTLAY	\$0		\$0	
SUB-TOTAL PICNIC PARK WEST-MCCC		\$159,800	\$3,150	\$162,950	
MIAMI LAKES OPTIMIST PARK					
0017247-534010	JANITORIAL SERVICES	\$26,200		\$26,200	
0017247-541000	TELEPHONE SERVICES	\$7,000		\$7,000	
0017247-543000	UTILITY SERVICES	\$76,668		\$76,668	
0017247-546000	REPAIR & MAINTENANCE-CONTRACT	\$456,000		\$456,000	
0017247-546003	REPAIR & MAINTENANCE-GROUNDS	\$41,500		\$41,500	

EXHIBIT A

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
0017247-546300	REPAIR & MAINTENANCE-FACILITY	\$20,000		\$20,000	
0017247-548150-SP1	SPORTS HALL OF FAME	\$400		\$400	
0017247-549250	HURRICANE WILMA	\$0		\$0	
0017247-553055	MIAMI LAKES PARK MARINA OPERATIONS	\$500		\$500	
0017247-553090	MIAMI LAKES PARK/IMPROVEMENTS	\$20,000		\$20,000	
0017247-563000	INFRASTRUCTURE	\$0		\$0	
0017247-564000	CAPITAL OUTLAY-MACHINERY & EQUIPMENT	\$0		\$0	
SUB-TOTAL MIAMI LAKES OPTIMIST PARK		\$648,268	\$0	\$648,268	
MINI PARKS - POCKET PARKS					
0017257-543000	UTILITY SERVICES	\$31,000		\$31,000	
0017257-546000	REPAIR & MAINTENANCE-CONTRACT	\$290,000		\$290,000	
0017257-546003	REPAIR & MAINTENANCE-GROUNDS	\$64,650		\$64,650	
0017257-546025	MINI PARKS-TREE TRIMMING	\$27,500		\$27,500	
0017257-546300	REPAIR & MAINTENANCE-FACILITY	\$0		\$0	
0017257-555500	FURNITURE & NON CAPITAL OUTLAY	\$5,000		\$5,000	
0017257-555500	PARK IMPROVEMENT - INFRASTRUCTURE	\$0		\$0	
0017257-564000	MACHINERY & EQUIPMENT	\$0		\$0	
SUB-TOTAL MINI PARKS-POCKET PARKS		\$418,150	\$0	\$418,150	
BARBARA GOLEMAN					
0017267-546080	BARBARA GOLEMAN MAINTENANCE	\$4,000		\$4,000	
SUB-TOTAL BARBARA GOLEMAN		\$4,000	\$0	\$4,000	
TOTAL PARKS - COMMUNITY SERVICES		\$2,495,876	\$3,150	\$2,499,025	
RECREATION SERVICES					
0017907-512000	REGULAR SALARIES	\$151,082		\$151,082	
0017907-514000	OVERTIME	\$0		\$0	
0017907-516000	COMPENSATED ABSENCES - CURRENT	\$0		\$0	
0017907-521000	PAYROLL TAXES	\$11,558		\$11,558	
0017907-522000	FRS RETIREMENT CONTRIBUTION	\$12,807		\$12,807	
0017907-523000	HEALTH & LIFE INSURANCE	\$28,903		\$28,903	
0017907-523003	HEALTH INSURANCE ALLOWANCE	\$0		\$0	
0017907-523100	WIRELESS STIPEND	\$1,440		\$1,440	
0017907-548202	YOUTH CENTER COMMUNITY PROGRAMS	\$8,000		\$8,000	
0017907-549093	CREDIT CARD FEES	\$0		\$0	
0017907-549403	TOWN COMMUNITY PROGRAMS	\$14,890		\$14,890	
0017907-549407	SAFE FLIGHT AVIATION	\$0		\$0	
0017907-552010	UNIFORMS	\$0		\$0	
0017927-549405	SOCIAL MEDIA TECH SUMMIT	\$0		\$0	
0017927-549417	ADDRESS VERIFICATION PROGRAM	\$0		\$0	
SUB-TOTAL RECREATION SERVICES		\$228,680	\$0	\$228,680	
ECONOMIC DEVELOPMENT					
0017937-512000	REGULAR SALARIES	\$71,158		\$71,158	
0017937-521000	PAYROLL TAXES	\$5,444		\$5,444	
0017937-522000	FRS RETIREMENT CONTRIBUTION	\$6,032		\$6,032	
0017937-523000	HEALTH & LIFE INSURANCE	\$9,988		\$9,988	
0017937-523100	WIRELESS STIPEND	\$480		\$480	
0017937-531000	PROFESSIONAL SERVICES	\$3,600		\$3,600	
SUB-TOTAL ECONOMIC DEVELOPMENT		\$96,701	\$0	\$96,702	
COMMUNICATIONS					
0017947-512000	REGULAR SALARIES	46,631		46,631	
0017947-521000	PAYROLL TAXES	3,567		3,567	
0017947-522000	FRS RETIREMENT CONTRIBUTION	3,953		3,953	
0017947-523000	HEALTH & LIFE INSURANCE	\$0		-	
0017947-523003	HEALTH INSURANCE ALLOWANCE	\$0		-	
0017947-523100	WIRELESS STIPEND	\$0		-	
0017947-541300	SOCIAL MEDIA PLAN	\$14,500		14,500	
SUB-TOTAL COMMUNICATIONS		\$68,651	\$0	\$68,651	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
SPECIAL EVENTS					
0017957-512000	REGULAR SALARIES	\$89,738		\$89,738	
0017957-521000	PAYROLL TAXES	\$6,865		\$6,865	
0017957-522000	FRS RETIREMENT CONTRIBUTION	\$7,607		\$7,607	
0017957-523000	HEALTH & LIFE INSURANCE	\$16,282		\$16,282	
0017957-523003	HEALTH INSURANCE ALLOWANCE	\$0		\$0	
0017957-523100	WIRELESS STIPEND	\$480		\$480	
0017957-548160	VOLUNTEER APPRECIATION	\$0		\$0	
0017957-549418	SPECIAL EVENTS VETERANS DAY	\$6,000		\$6,000	
0017957-549421	SPECIAL EVENTS 4TH JULY	\$30,000		\$30,000	
0017957-549422	TOWN ANNIVERSARY	\$0		\$0	
0017957-549429	OTHER EVENTS	\$10,000		\$10,000	
	SUB-TOTAL SPECIAL EVENTS	\$166,972	\$0	\$166,972	
COMMITTEES					
NEIGHBORHOOD IMPROVEMENT COMMITTEE					
0011551-548159	ANNUA-ANNUAL KAYAK RACE	\$0		\$0	
0011551-548159	CRIME-CRIME WATCH FORUM	\$0		\$0	
0011561-548152	AWARD-BEAUTIFICATION AWARDS	\$0		\$0	
0017447-548159	AWARD-BEAUTIFICATION AWARDS	\$750		\$750	
0017447-548159	HOA-QUARTERLY MEETINGS	\$200		\$200	
0017447-548159	LAKE-LAKE AWARENESS MONTH	\$200		\$200	
0017447-548159	LAKE TESTING	\$0		\$0	
0017447-548159	LITT-ANTI LITTER CAMPAIGN	\$0		\$0	
0017447-548159	PEDES-PEDESTRIAN & BIKE INITIATIVES	\$5,500		\$5,500	
0017447-548159	PROJ-COMMUNITY PROJECTS/HOME IMPROVEMEN	\$0		\$0	
0017447-548159	THE HOUSE/BUSINESS MONTH CONTEST	\$0		\$0	
	TOTAL NEIGHBORHOOD IMPROVEMENT COMMITTEE	\$6,650	\$0	\$6,650	
CULTURAL AFFAIRS COMMITTEE					
0017307-548150	SPECIAL EVENTS CULTURAL AFFAIRS COMMITTEE	\$0		\$0	
0017307-548151	CULTURAL AFFAIRS COMMITTEE	\$0		\$0	
0017307-548151	BASEL-ART BASEL MIAMI LAKES	\$500		\$500	
0017307-548151	BLACK-BLACK HISTORY MONTH CONCERT	\$3,000		\$3,000	
0017307-548151	BOOK-BOOK READING	\$750		\$750	
0017307-548151	CAROL-CHRISTMAS CAROLING	\$0		\$0	
0017307-548151	COF-CONCERT ON THE FAIRWAY	\$10,500		\$10,500	
0017307-548151	CON-CONCERTS	\$5,000		\$5,000	
0017307-548151	CS-CAR SHOW	\$0		\$0	
0017307-548151	EDAY-EARTH DAY	\$0		\$0	
0017307-548151	FILM-CLASSIC FILM IN THE PARK	\$0		\$0	
0017307-548151	FOUR-FOURTH OF JULY	\$11,000		\$11,000	
0017307-548151	FT-FISHING TOURNAMENT	\$500		\$500	
0017307-548151	HISP-HISPANIC HERITAGE	\$3,000		\$3,000	
0017307-548151	MISC-MISCELLANEOUS EXPENSES	\$0		\$0	
0017307-548151	MLK-MARTIN LUTHER KING EVENT	\$0		\$0	
0017307-548151	PC-PAINTING COMPETITION	\$0		\$0	
0017307-548151	S FLI-SPRING FLING(PAINT A PICTURE)	\$750		\$750	
0017307-548151	SCOT-SCOTTISH AMERICAN HERITAGE MONTH	\$0		\$0	
0017307-548151	WOMEN-WOMEN HISTORY MONTH	\$2,000		\$2,000	
	TOTAL CULTURAL AFFAIRS COMMITTEE	\$37,000	\$0	\$37,000	
ECONOMIC DEVELOPMENT COMMITTEE					
0017457-549200	ECODV-MISCELLANEOUS EXPENSES	\$0		\$0	
0017457-549200	MARKE-MARKETING MATERIALS	\$10,000		\$10,000	
0017457-549200	ML CH-CHAMBER EXPO	\$10,000		\$10,000	
0017457-549200	REALT-REALTOR EVENTS	\$0		\$0	
0017457-549200	SHOWS-TRADE SHOWS CONVENTIONS	\$0		\$0	
	TOTAL ECONOMIC DEVELOPMENT COMMITTEE	\$20,000	\$0	\$20,000	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
EDUCATION ADVISORY BOARD					
0017407-548150	EDUCATIONAL ADVISORY BOARD	\$0		\$0	
0017407-548156	EDUCATIONAL ADVISORY BOARD	\$0		\$0	
0017407-548156	APLAN-AP LANGUAGE ARTS PROGRAM	\$26,500		\$26,500	
0017407-548156	BOBIC-BOB GRAHAM & BARBARA GOLEMAN ACTIV	\$0		\$0	
0017407-548156	BOBMA-BOB GRAHAM EDUC CTER MATERIALS	\$0		\$0	
0017407-548156	DIREC-DIRECT INSTRUCTION TUTORING	\$0		\$0	
0017407-548156	EVENT-TOWN EVENTS	\$1,000		\$1,000	
0017407-548156	FCAT-FCAT TUTORING	\$0		\$0	
0017407-548156	FRIEN-FRIENDS OF THE LIBRARY	\$4,000		\$4,000	
0017407-548156	IMAG-IMAGINATION LIBRARY	\$4,000		\$4,000	
0017407-548156	MISC-MISCELLANEOUS EXPENSES	\$0		\$0	
0017407-548156	MLIC-MIAMI LAKES K-8 INSTRUCTIONAL COSTS	\$0		\$0	
0017407-548156	SAT-SAT/ACT PREP COURSES	\$0		\$0	
0017407-548156	STEM-ELECTIVE COURSES	\$10,000		\$10,000	
0017407-548156	TECH-TECHNOLOGY & MEDIA	\$0		\$0	
0017407-548156	TEST STANDARDIZED TESTING SUPPORT	\$0		\$0	
TOTAL EDUCATIONAL ADVISORY BOARD		\$45,500	\$0	\$45,500	
ELDERLY AFFAIRS COMMITTEE					
0017417-548150	ELDERLY AFFAIRS COMMITTEE	\$0		\$0	
0017417-548150	ART-THE ART COLLABORATIVE	\$0		\$0	
0017417-548150	BEEFR-TRANSPORTATION BEE FREE (SAT & SUN)	\$2,500		\$2,500	
0017417-548150	BOXIN-ROCK STEADY BOXING	\$2,500		\$2,500	
0017417-548150	COMPC-COMPUTER CLASSES SUPPLIES	\$0		\$0	
0017417-548150	DOMT-DOMINO TOURNAMENT	\$0		\$0	
0017417-548150	FORU-COMMUNITY FORUMS	\$1,000		\$1,000	
0017417-548150	HALLO-HALLOWEEN SOCIAL	\$0		\$0	
0017417-548150	HELPH-HELPING HANDS	\$0		\$0	
0017417-548150	HF-EAC-HEALTH FAIR	\$500		\$500	
0017417-548150	HOLID-HOLIDAY SOCIAL	\$0		\$0	
0017417-548150	MEET-MEETING EXPENSES	\$0		\$0	
0017417-548150	METET-MEET & EAT	\$7,000		\$7,000	
0017417-548150	MISC-MISCELLANEOUS EXPENSE	\$500		\$500	
0017417-548150	SENIO-SENIOR FIELD TRIP	\$6,000		\$6,000	
0017417-548150	SG-SENIOR GAMES	\$0		\$0	
0017417-548150	SL-SENIOR LECTURES	\$0		\$0	
0017417-548150	SLU-SENIOR LUAU	\$0		\$0	
0017417-548150	SNAB-SPECIAL NEEDS ADVISORY BOARD	\$10,000		\$10,000	
0017417-548150	SRRES-SENIOR RESOURCE GUIDE PUBLICATION	\$0		\$0	
0017417-548150	SR5OF-SENIOR SOFTBALL GEEZER BALL	\$0		\$0	
0017417-548150	SS-SENIOR SOCIAL	\$12,000		\$12,000	
0017417-548150	VAL-VALENTINE DAY EVENT	\$0		\$0	
0017417-549413	A MATTER OF BALANCE	\$0		\$0	
TOTAL ELDERLY AFFAIRS COMMITTEE		\$42,000	\$0	\$42,000	
YOUTH ACTIVITIES TASK FORCE					
0017427-548150	YOUTH ACTIVITIES TASK FORCE	\$0		\$0	
0017427-548154	YOUTH ACTIVITIES TASK FORCE	\$0		\$0	
0017427-548154	ART-THE ART COLLABORATIVE	\$0		\$0	
0017427-548154	BOARD-BOARD GAME NIGHTS	\$0		\$0	
0017427-548154	BR-BICYCLE RODEO	\$5,000		\$5,000	
0017427-548154	EEH-EASTER EGG HUNT	\$0		\$0	
0017427-548154	FISHI-FISHING CLINIC	\$0		\$0	
0017427-548154	FIT-FIT FAIR	\$0		\$0	
0017427-548154	HHH-HALLOWEEN HAUNTED HOUSE	\$15,000		\$15,000	
0017427-548154	HIST-HISTORICAL SCAVENG	\$0		\$0	
0017427-548154	ICE-ICE CREAM SOCIAL	\$500		\$500	
0017427-548154	JUST-JUST RUN	\$1,000		\$1,000	
0017427-548154	KITE-GO FLY A KITE	\$0		\$0	
0017427-548154	MISC-MISCELLANEOUS EXPENSE	\$0		\$0	
0017427-548154	MLR-MIAMI LAKES ROCKS	\$0		\$0	
0017427-548154	MP-MOVIES IN THE PARK	\$7,500		\$7,500	
0017427-548154	RELAY-RELAY FOR LIFE	\$0		\$0	
0017427-548154	SPCL-SPECIAL NEEDS	\$0		\$0	

EXHIBIT A

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
0017427-548154	SPORT-SPORTS PALOOZA/PRO SPORTS DAY	\$0		\$0	
0017427-548154	SPRIN-SPRING FLING	\$7,000		\$7,000	
0017427-548154	SUM-SUMMER YOUTH EMPLOYMENT INITIATIVE	\$150		\$150	
0017427-548154	VAL-VALENTINE DAY EVENT	\$0		\$0	
0017427-548154	WINTR-WINTERFEST	\$0		\$0	
TOTAL YOUTH ACTIVITIES TASK FORCE		\$36,150	\$0	\$36,150	
PUBLIC SAFETY COMMITTEE					
0012122-548157	PUBLIC SAFETY COMMITTEE	\$0		\$0	
0012122-548157	BANN-BANNERS	\$0		\$0	
0012122-548157	BRKF-POLICE APPRECIATION BREAKFAST	\$1,500		\$1,500	
0012122-548157	CERT-TRAINING (CPR, AED, CERT, SELF-DEFENSE)	\$250		\$250	
0012122-548157	EDMAT-EDUCATIONAL MATERIALS	\$250		\$250	
0012122-548157	SHIRT-SHIRTS & SUPPLIES	\$300		\$300	
TOTAL PUBLIC SAFETY COMMITTEE		\$2,300	\$0	\$2,300	
VETERANS AFFAIRS COMMITTEE					
0017437-548158	SKRUN-VETERAN 5K RUN	\$0		\$0	
0017437-548158	VETERANS AFFAIRS COMMITTEE	\$0		\$0	
0017437-548158	CARE-CARE PACKAGE DRIVE	\$500		\$500	
0017437-548158	DED C-DEDICATION CEREMONY-VETS MEMO	\$0		\$0	
0017437-548158	FLAG-FLAG RETIREMENT CEREMONY	\$0		\$0	
0017437-548158	DED C-MEMORIAL HONOR FUND	\$250		\$250	
0017437-548158	MM-MARLINS FIELD TRIP ON MILITARY	\$0		\$0	
0017437-548158	MTB-MILITARY TRIBUTE BANNER	\$2,500		\$2,500	
0017437-548158	ODARK-VETERNAS AFFAIRS	\$0		\$0	
0017437-548158	PLAQU-PURCH TREES W/PLAQUES	\$1,000		\$1,000	
0017437-548158	V COM-VETERANS COMMITTEE SHIRTS	\$250		\$250	
0017437-548158	VET J-VETERANS JOB FAIR	\$0		\$0	
TOTAL VETERANS AFFAIRS COMMITTEE		\$4,500	\$0	\$4,500	
SPECIAL NEEDS ADVISORY BOARD					
0017467-548162	SPECIAL NEEDS ADVISORY BOARD	\$0	\$31,814	\$31,814	Council awarded funds to SNAB from proceeds of the Mayors Gala(\$25,013). SNAB carry forward funds (\$6,801).
TOTAL SPECIAL NEEDS ADVISORY BOARD		\$0	\$31,814	\$31,814	
TOTAL COMMITTEES EXPENDITURES		\$194,100	\$31,814	\$225,914	
TOTAL COMMUNITY OUTREACH & ENGAGEMENT EXPENDITURES		\$755,104	\$31,814	\$786,919	
PUBLIC WORKS					
0014104-512000	REGULAR SALARIES	\$145,808		\$145,808	
0014104-512006	ADMINISTRATIVE SUPP TO STORMWA	\$0		\$0	
0014104-513010	REIMB FROM STORMWATER	\$0		\$0	
0014104-514000	OVERTIME	\$0		\$0	
0014104-516000	COMPENSATED ABSENCES	\$0		\$0	
0014104-521000	PAYROLL TAXES	\$11,154		\$11,154	
0014104-522000	FRS RETIREMENT CONTRIBUTION	\$12,360		\$12,360	
0014104-523000	HEALTH & LIFE INSURANCE	\$23,946		\$23,946	
0014104-523003	HEALTH INSURANCE ALLOWANCE	\$0		\$0	
0014104-523100	WIRELESS STIPEND	\$480		\$480	
0014104-531000	PROFESSIONAL SERVICES	\$0		\$0	
0014104-531211	TREE INVENTORY	\$0		\$0	
0014104-531300	TOWN ENGINEER	\$15,000		\$15,000	
0014104-534110	PERMITS PLAN REVIEW	\$35,000		\$35,000	
0014104-541010	MOBILE PHONES	\$0		\$0	
0014104-546000	REPAIR & MAINTENANCE-STREET LIGHTS	\$70,000		\$70,000	
0014104-546010	REPAIR & MAINTENANCE-VEHICLES	\$4,000		\$4,000	
0014104-546030	NEW TREE PLANTING	\$0		\$0	
0014104-549120	LOCAL GAS OPTION 6¢ REIMBUR	\$0		\$0	
0014104-549141	UNDERGROUND UTILITY LOCATION	\$33,353		\$33,353	
0014104-549200	MISCELLANEOUS EXPENSE	\$3,000		\$3,000	
0014104-549272	HURRICANE FAIR	\$0		\$0	
0014104-552000	OPERATING SUPPLIES	\$3,000		\$3,000	

EXHIBIT A

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
0014104-552010	UNIFORMS	\$0		\$0	
0014104-552020	FUEL & LUBRICANTS	\$3,000		\$3,000	
0014104-552030	VEHICLES MAINTENANCE	\$0		\$0	
0014104-555500	FURN & EQUIP NON CAPITAL	\$2,000		\$2,000	
0014104-564000	MACHINERY & EQUIPMENT	\$0		\$0	
0014104-569000	CAPITAL OUTLAY	\$0		\$0	
SUB-TOTAL PUBLIC WORKS ADMINISTRATION		\$362,102	\$0	\$362,101	
PUBLIC WORKS-GREEN SPACE					
0014124-543010	RIGHT-OF-WAY ELECTRICITY	\$7,000		\$7,000	
0014124-543020	UTILITY-WATER	\$42,000		\$42,000	
0014124-546000	REPAIR & MAINTENANCE	\$515,819		\$515,819	
0014124-546001	PUBLIC WORK ENTRY MAINTENANCE	\$2,800		\$2,800	
0014124-546002	EXTERMINATION SERVICES	\$3,000		\$3,000	
0014124-546020	PW TREE REMOVAL	\$30,000		\$30,000	
0014124-546025	TREE TRIMMING	\$262,879		\$262,879	
0014124-546030	NEW TREE PLANTING	\$55,000		\$55,000	
0014124-546030	FAMTR NEW TREE PLANTING	\$0.00		\$0	
0014124-546035	TREE REPLACEMENT PROG-BLACK OL	\$0.00		\$0	
0014124-549170	BEAUTIFICATION PLAN	\$0.00		\$0	
SUB-TOTAL PUBLIC WORKS-GREEN SPACE		\$918,498	\$0	\$918,498	
TOTAL PUBLIC WORKS EXPENDITURES		\$1,280,600	\$0	\$1,280,599	
NON-DEPARTMENTAL					
0011371-519100	BAD DEBT EXPENSE- EMPLOY TAX 1	\$0		\$0	
0011371-519110	BAD DEBT EXPENSE- ALARMS	\$0		\$0	
0011371-581000	RESERVE FOR COMMITTEES FUTURE DONATIONS	\$40,000		\$40,000	
0011371-581000	OPERATING SURPLUS	\$0		\$0	
0011371-581001	RESERVE FOR LITIGATION/SETTLEMENT	\$342,500		\$342,500	
0011371-581002	RESERVE FOR RENEWAL AND REPLACEMENT -	\$0		\$0	
0011371-592490	EX ORD ITEM, PUBLIC OFFICIALS LEGAL REIMB	\$0		\$0	
0011371-593490	SPECIAL ITEM, FEMA REIMB	\$0		\$0	
TOTAL NON-DEPARTMENTAL EXPENDITURES		\$382,500	\$0	\$382,500	
TOTAL GENERAL FUND EXPENDITURES		\$17,359,992	\$278,218	\$17,638,210	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
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SPECIAL REVENUE FUND

TRANSPORTATION GAS TAX

REVENUES

1014134-312410	1ST LOCAL OPT GAS TAXES - 6¢	\$390,645		\$390,645	
1014134-370003	SR TRANSP BUDGET CARRYFORWARD	\$11,892	\$42,608	\$54,500	Adjustment to budget carry forward fund balance.
TOTAL REVENUES		\$402,537	\$42,608	\$445,145	

EXPENSES

1011311-591040	TRANSFERS OUT-GENERAL FUND	\$0		\$0	
1014134-531355	TRANSP- ADA COMPLIANCE	\$25,000		\$25,000	
1014134-546190	ROADS - POTHOLE REPAIRS	\$20,000		\$20,000	
1014134-546191	SIDEWALK PRESSURE CLEANING	\$60,000		\$60,000	
1014134-546200	ROADS - SIDEWALK REPLACEMENT	\$201,537		\$201,537	
1014134-546210	ROADS - STRIPING & SIGNS	\$16,000	\$10,000	\$26,000	
1014134-549002	ROADS - CONTINGENCY	\$0		\$0	
1014134-553400	TRANSP - ROAD SYSTEM MAINT	\$80,000	\$32,608	\$112,608	
1014134-553410	GF REIMB FOR PW ACTIVITY	\$0		\$0	
1014134-591041	TRANSFER TO CAPITAL PROJECTS FUND	\$0		\$0	
TOTAL EXPENDITURES		\$402,537	\$42,608	\$445,145	
NET TRANSPORTATION GAS TAX FUND		\$0	\$0	\$0	

TRANSIT

REVENUES

101-331490	FTA-SRTA HYBRID BUS	\$0		\$0	
101-334402	STATE GRANT BUS OPERATING	\$0		\$0	
101-334727	TRAFFIC STUDY GRANT	\$0		\$0	
1014414-335180	COUNTY TRANSIT SURTAX 20% SALES TAX	\$270,000		\$270,000	
1014414-369905	BEE CONTRIBUTIONS & DONATIONS-FREEBEE ADVERTIS	\$30,000		\$30,000	
1014414-370006	SR TRANSIT 20% PTP CARRYFORWARD	\$93,371	\$8,687	\$102,058	Adjustment to budget carryforward fund balance.
TOTAL TRANSIT REVENUES		\$393,371	\$8,687	\$402,058	

EXPENSES

1014414-512000	REGULAR SALARIES	\$40,173		\$40,173	
1014414-512999	COST OF LIVING ADJUSTMENT/BONUS	\$0		\$0	
1014414-521000	PAYROLL TAXES	\$3,073		\$3,073	
1014414-522000	FRS RETIREMENT CONTRIBUTION	\$3,405		\$3,405	
1014414-523000	HEALTH & LIFE INSURANCE	\$7,342		\$7,342	
1014414-531000	PROFESSIONAL SERVICES	\$0		\$0	
1014414-531335	O & D STUDY MATCH	\$0		\$0	
1014414-531390	TRAFFIC STUDIES	\$20,000		\$20,000	
1014414-534141	TRANSIT BUS CIRCULATOR (FREEBEE)	\$250,000		\$250,000	
1014414-540000	TRAVEL & PER DIEM	\$1,250		\$1,250	
1014414-545000	TRANSIT BUS SHELTER INSURANCE	\$30,925		\$30,925	
1014414-546000	REPAIR & MAINTENANCE-TRANSIT BUS SHELTERS	\$8,840	\$8,687	\$17,527	Carry forward balance of \$8,687.
1014414-546007	REPAIR & MAINTENANCE-GPS	\$0		\$0	
1014414-546010	REPAIR & MAINTENANCE-VEHICLES	\$0		\$0	
1014414-548000	MARKETING PROMOTIONAL SUPPORT	\$5,000		\$5,000	
1014414-549002	CONTINGENCY	\$8,863		\$8,863	
1014414-549350	TRANSIT ADMIN PROG EXP5%	\$13,500		\$13,500	
1014414-549442	CAR CHARGING STATION	\$0		\$0	
1014414-552020	FUEL & LUBRICANTS	\$0		\$0	
1014414-554010	EDUCATION & TRAINING	\$1,000		\$1,000	
1014414-564025	BUS STOP SIGNS	\$0		\$0	
1014414-564026	GLOBAL POSITIONING SYSTEM	\$0		\$0	
1014414-591040	TRANSFERS OUT-GENERAL FUND	\$0		\$0	
1014164-531500	MPO GRANT O & D STUDY	\$0		\$0	
1014164-564019	HYBRID ELECTRIC BUS	\$0		\$0	
1014164-564020	TRANSIT DIESEL BUS ACQUISITION	\$0		\$0	
TOTAL TRANSIT EXPENDITURES		\$393,371	\$8,687	\$402,058	
NET TRANSIT FUND		\$0	\$0	\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
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TREE ORDINANCE-BLACK OLIVE REMOVAL PROGRAM

REVENUES

101-329341	BLACK OLIVE PROGRAM-ANALYSIS	\$0		\$0	
1012412-329401	BLACK OLIVE PROGRAM-FEE	\$2,500		\$2,500	
1012412-329402	TREE REMOVAL PROGRAM-FEE	\$7,500		\$7,500	
1012412-381119	TRANSFER IN FROM GENERAL FUND	\$0		\$0	
1012412-370007	BUDGET CARRYFORWARD	\$27,370	\$52,614	\$79,984	Adjust budget carry forward fund balance.
TOTAL REVENUES		\$37,370	\$52,614	\$89,984	

EXPENSES

1012412-531205	BLACK OLIVE TREE PROGRAM	\$37,370	\$52,614	\$89,984	
1018108-591040	TRANSFER OUT-GENERAL FUND	\$0		\$0	
TOTAL EXPENDITURES		\$37,370	\$52,614	\$89,984	
NET TREE ORDINANCE-BLACK OLIVE REMOVAL PROGRAM		\$0	\$0	\$0	

PEOPLE'S TRANSPORTATION PLAN (PTP 80%)

REVENUES

101-331552	FTA-SRTA DIESEL BUS	\$0		\$0	
1014114-329123	STAFF COSTS	\$0		\$0	
1014114-335185	TRANSPORTATION 80% PTP	\$1,080,000		\$1,080,000	
1014114-361100	INTEREST INCOME	\$10,000		\$10,000	
1014114-369300	INSURANCE CLAIMS	\$0		\$0	
1014114-370002	TRANSPORTATION BUDGET CARRYFORWARD	\$106,565	\$60,516	\$167,081	Adjust budget carry forward fund balance.
1014114-381300	TRANSFER IN FROM GENERAL FUND	\$0		\$0	
TOTAL REVENUES		\$1,196,565	\$60,516	\$1,257,081	

EXPENSES

1014114-512000	REGULAR SALARIES	\$40,173		\$40,173	
1014114-512999	COST OF LIVING ADJUSTMENT/BONUS	\$0		\$0	
1014114-521000	PAYROLL TAXES	\$3,073		\$3,073	
1014114-522000	FRS RETIREMENT CONTRIBUTION	\$3,405		\$3,405	
1014114-523000	HEALTH & LIFE INSURANCE	\$7,342		\$7,342	
1014114-531000	PROFESSIONAL SERVICES	\$0	\$5,000	\$5,000	To fund ICA due to Transportation Manager vacancy.
1014114-531391	TRANSPORTATION STUDIES	\$97,000		\$97,000	
1014114-534150	DEMAND SERVICES - CONTRACT	\$0		\$0	
1014114-540000	TRAVEL & PER DIEM	\$2,500		\$2,500	
1014114-543010	STREET LIGHTING UTILITIES	\$250,000		\$250,000	
1014114-546000	REPAIRS & MAINTENANCE-STREET LIGHTING	\$0	\$12,000	\$12,000	For additional repairs of street lights.
1014114-546008	REPAIR & MAINTENANCE-BIKEPATHS/GREENWAY	\$7,996		\$7,996	
1014114-549002	CONTINGENCY	\$11,076	\$43,516	\$54,592	Adjustment to contingency.
1014114-549350	ADMIN PTP EXP 5%	\$54,000		\$54,000	
1014114-563004	LIGHT POLE	\$0		\$0	
1014114-563612	LED LIGHT RETROFIT	\$0		\$0	
1014114-564000	MACHINERY & EQUIPMENT	\$0		\$0	
1014114-591020	TRANSFER OUT- CIP PARKS	\$0		\$0	
1014114-591036	TRANSFER CAPITAL-STORMWATER	\$0		\$0	
1014114-591041	TRANSFER CAPITAL-TRANSPORTATION	\$720,000		\$720,000	
1014114-591061	TRANSFER TO SERIES 2013	\$0		\$0	
TOTAL EXPENDITURES		\$1,196,565	\$60,516	\$1,257,081	
NET PEOPLES TRANSPORTATION PLAN (PTP80%)		\$0	\$0	\$0	

MOBILITY FEE TRUST ACCOUNT FUND

REVENUE

1014184-329002	MOBILITY FEE	\$217,750		\$217,750	
101-370008	BUDGET CARRYFORWARD	\$0	\$126,163	\$126,163	Adjust budget carry forward fund balance.
TOTAL REVENUES		\$217,750	\$126,163	\$343,913	

EXPENSES

1014184-531000	PROFESSIONAL SERVICES	\$0		\$0	
1014184-531390	TRAFFIC STUDIES	\$0		\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
1014184-549002	CONTINGENCY RESERVES	\$117,750	\$126,163	\$243,913	Adjust contingency reserve.
1014184-591041	TRANSFER TO CAPITAL-TRANSPORTATION	\$100,000		\$100,000	
	TOTAL EXPENDITURES	\$217,750	\$126,163	\$343,913	
	NET MOBILITY FEE TRUST FUND	\$0	\$0	\$0	
SPECIAL REVENUES-OTHER					
	<u>REVENUES</u>				
101-329004	LARGE PARK IN LIEU	\$0		\$0	
101-329005	GREENWAY IN LIEU	\$0		\$0	
1011361-329003	CONTRIBUTION FROM DEVELOPER	\$0		\$0	
1011361-370009	BUDGET CARRYFORWARD	\$300,000	\$399,885	\$699,885	Adjust budget carry forward fund balance.
	TOTAL REVENUES	\$300,000	\$399,885	\$699,885	
	<u>EXPENSES</u>				
1011361 549002	CONTINGENCY	\$300,000	\$399,885	\$699,885	Adjust contingency reserve.
1011361 581040	TRANSFER TO GENERAL FUND	\$0		\$0	
	TOTAL EXPENDITURES	\$300,000	\$399,885	\$699,885	
	NET SPECIAL REVENUES-OTHER	\$0			
	TOTAL SPECIAL REVENUE FUND REVENUES:	\$2,547,593	\$690,473	\$3,238,066	
	TOTAL SPECIAL REVENUE FUND EXPENDITURES:	\$2,547,593	\$690,473	\$3,238,066	
	NET SPECIAL REVENUE FUND	\$0	\$0	\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
IMPACT FEES FUND					
PARKS IMPROVEMENT					
<u>REVENUES</u>					
105-361100	INTEREST INCOME	\$0		\$0	
1057207-324270-PIMP	PARKS IMPACT FEES - IMPROVEMENTS	\$175,000		\$175,000	
1057207-370001-PIMP	PARKS BUDGET CARRYFORWARD	\$65,691	\$80,119	\$145,810	Adjust budget carryforward fund balance.
	TOTAL REVENUES	\$240,691	\$80,119	\$320,810	
<u>EXPENDITURES</u>					
1057207-549002-PIMP	CONTINGENCY - IMPROVEMENTS	\$240,691	\$80,119	\$320,810	
1057207-591035-PIMP	TRANSFER TO CPF - PARKS (PIMP)	\$0		\$0	
	TOTAL EXPENDITURES	\$240,691	\$80,119	\$320,810	
	NET PARKS IMPROVEMENT-IMPACT FEES FUND	\$0	\$0	\$0	
PARKS OPEN SPACE					
<u>REVENUES</u>					
1057207-324270-POS	PARKS IMPACT FEES - OPEN SPACE	\$175,000		\$175,000	
1057207-361100	INTEREST INCOME	\$0		\$0	
1057207-370001-POS	PARKS BUDGET CARRYFORWARD	\$1,067,205	\$205,988	\$1,273,193	Adjust budget carryforward fund balance.
	TOTAL REVENUES	\$1,242,205	\$205,988	\$1,448,193	
<u>EXPENDITURES</u>					
1057207-549002	CONTINGENCY - OPEN SPACE	\$1,042,205	\$130,898	\$1,173,103	
1057207-591035-POS	TRANSFER TO CPF - PARKS (POS)	\$200,000	\$75,090	\$275,090	To fund 170th Greenway Trail and Bree's Courtyard.
	TOTAL EXPENDITURES	\$1,242,205	\$205,988	\$1,448,193	
	NET PARKS OPEN SPACE-IMPACT FEES FUND	\$0	\$0	\$0	
PUBLIC SAFETY IMPACT FEES					
<u>REVENUES</u>					
1052102-324220	PUBLIC SAFETY IMPACT FEES	\$66,700		\$66,700	
1052102-361100	INTEREST INCOME	\$0		\$0	
1052102-370015	PUBLIC SAFETY BUDGET CARRYFORWARD	\$77,189	\$40,927	\$118,116	Adjust budget carry forward fund balance.
	TOTAL REVENUES	\$143,889	\$40,927	\$184,816	
<u>EXPENDITURES</u>					
1052102-549002	CONTINGENCY	\$0		\$0	
1052102-564000	MACHINERY & EQUIPMENT-LICENSE PLATE RECOGNITION SOFTWARE	\$143,889	\$15,927	\$159,816	Adjustment to license plate recognition software.
1052102-564000	MOBILE SPEED RADAR	\$0		\$0	
1052102-581022	TRANSFER TO CIP-FACILITIES	\$0		\$0	
1052102-581050	TRANSFER TO CPF-FACILITIES	\$0		\$0	
1052102-591010	TRANSFER TO SRF	\$0		\$0	
1052102-591022	TRANSFER TO CPF-FACILITIES	\$0	\$25,000	\$25,000	To fund security enhancements for Police personnel at Government Center.
	TOTAL EXPENDITURES	\$143,889	\$40,927	\$184,816	
	NET PUBLIC SAFETY IMPACT FEES	\$0	\$0	\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
ROAD IMPACT FEES (IN LIEU OF)					
<u>REVENUES</u>					
1054144-324230	IMPACT FEES ROAD	\$273,634	\$86,620	\$360,254	Re-budget for Adaptive Signalization.
	TOTAL REVENUES	\$273,634	\$86,620	\$360,254	
<u>EXPENDITURES</u>					
1054114-549002	CONTINGENCY	\$0		\$0	
1054144-581050	TRANSFER TO CPF-TRANSPORTATION IMPROVEMENT	\$273,634	\$86,620	\$360,254	Transfer to Capital Project Fund to complete Adaptive Signalization project.
	TOTAL EXPENDITURES	\$273,634	\$86,620	\$360,254	
	NET ROAD IMPACT FEES (IN LIEU OF)	\$0	\$0	\$0	
	TOTAL IMPACT FEE FUND REVENUES	\$1,900,419	\$413,654	\$2,314,073	
	TOTAL IMPACT FEE FUND EXPENDITURES	\$1,900,419	\$413,654	\$2,314,073	
	NET IMPACT FEES FUND	\$0	\$0	\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
BUILDING DEPARTMENT FUND					
REVENUES					
107-361100	INTEREST INCOME	\$0		\$0	
1072402-322111	BUILDING PERMITS-LOST PLANS	\$10,000		\$10,000	
1072402-322113	BUILDING PERMITS	\$1,230,000		\$1,230,000	
1072402-322114	BUILDING PERMITS-VIOLATION FEE	\$35,000		\$35,000	
1072402-329123	STAFF COSTS	\$0		\$0	
1072402-354110	CODE COMPLIANCE EARLY PAYMENTS	\$0		\$0	
1072402-361100	INTEREST INCOME	\$40,000		\$40,000	
1072402-370000	FUND BALANCE CARRYFORWARD	\$2,600,442	\$93,525	\$2,693,967	Adjust budget carry forward fund balance.
1072402-380900	MISCELLANEOUS INCOME	\$0		\$0	
1072402-381109	TRANSFER FROM GENERAL FUND	\$0		\$0	
1072432-322110	BUILDING PERMITS-TECHNOLOGY FEE	\$123,000		\$123,000	
	TOTAL REVENUES	\$4,038,442	\$93,525	\$4,131,967	
EXPENDITURES					
1072402-512000	REGULAR SALARIES	\$1,265,583		\$1,265,583	
1072402-514000	OVERTIME	\$2,500		\$2,500	
1072402-521000	PAYROLL TAXES	\$97,324		\$97,324	
1072402-522000	FRS RETIREMENT CONTRIBUTION	\$107,134		\$107,134	
1072402-523000	HEALTH & LIFE INSURANCE	\$217,587		\$217,587	
1072402-523003	HEALTH INSURANCE ALLOWANCE	\$0		\$0	
1072402-523100	WIRELESS STIPEND	\$2,400		\$2,400	
1072402-531000	PROFESSIONAL SERVICES	\$225,000		\$225,000	
1072402-534000	CONTRACTUAL SERVICES	\$0		\$0	
1072402-534101	BUILDING PLANS REVIEW	\$0		\$0	
1072402-534110	BUILDING CONTRACTUAL SERVICES	\$0		\$0	
1072402-540000	TRAVEL & PER DIEM	\$4,000		\$4,000	
1072402-540010	CAR ALLOWANCE	\$24,000		\$24,000	
1072402-541000	TELEPHONE SERVICES	\$0		\$0	
1072402-541010	MOBILE PHONES	\$0		\$0	
1072402-543010	BUILDING UTILITIES	\$0		\$0	
1072402-544010	BUILDING COPIER LEASE	\$2,200		\$2,200	
1072402-544030	BUILDING RENT	\$0		\$0	
1072402-545000	INSURANCE	\$75,000		\$75,000	
1072402-546000	REPAIR & MAINTENANCE-CONTRACTS	\$0		\$0	
1072402-547000	PRINTING & BINDING	\$600		\$600	
1072402-549002	CONTINGENCY RESERVE	\$1,481,091	\$93,525	\$1,574,616	Adjust contingency reserve.
1072402-549070	ADMINISTRATIVE SUPPORT	\$257,575		\$257,575	
1072402-549090	FINANCIAL INSTITUTION FEES	\$0		\$0	
1072402-549093	CREDIT CARD FEES	\$47,000		\$47,000	
1072402-551000	OFFICE SUPPLIES	\$0		\$0	
1072402-552000	OPERATING SUPPLIES	\$0		\$0	
1072402-552010	UNIFORMS	\$4,000		\$4,000	
1072402-554000	SUBSCRIPTIONS & MEMBERSHIPS	\$2,500		\$2,500	
1072402-554010	EDUCATION & TRAINING	\$4,000		\$4,000	
1072402-555500	EQUIPMENT-NON CAPITAL	\$0		\$0	
1072402-564000	MACHINERY & EQUIPMENT	\$0		\$0	
1072402-591013	TRANSFER TO FACILITIES MAINTENANCE FUND	\$44,792		\$44,792	
1072402-591040	TRANSFER OUT-GENERAL FUND	\$0		\$0	
		\$3,864,286	\$93,525	\$3,957,811	
1072432-531080	ELECTRONIC RECORDS STORAGE/DIGITAL IMAGING	\$7,000		\$7,000	
1072432-541001	REMOTE ACCESS DEVICE DATA PLAN	\$8,740		\$8,740	
1072432-546500	REPAIR & MAINTENANCE-SOFTWARE	\$34,036		\$34,036	
1072432-564000	MACHINERY & EQUIPMENT	\$86,600		\$86,600	
1072432-566000	SOFTWARE	\$37,780		\$37,780	
1072432-566002	COMPUTER SOFTWARE LICENSES	\$0		\$0	
		\$174,156	\$0	\$174,156	
	TOTAL BUILDING DEPARTMENT REVENUES:	\$4,038,442	\$93,525	\$4,131,967	
	TOTAL BUILDING DEPARTMENT EXPENSES:	\$4,038,442	\$93,525	\$4,131,967	
	NET BUILDING DEPARTMENT FUND	\$0	\$0	\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
NEIGHBORHOOD SERVICE DISTRICTS

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
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NEIGHBORHOOD SERVICE DISTRICTS

MIAMI LAKES SECTION ONE - 1701

<i>Number of Units</i>	841.00
<i>Assessment Rate per Unit</i>	\$285.37
<i>Total Guard Service Hours</i>	8,760
<i>Total Vehicle Hours</i>	-
<i>Total Holiday Hours</i>	192
<i>Guard Hourly Rate</i>	\$15.50
<i>Vehicle Hourly Rate</i>	

REVENUES

1111601-312415	SPECIAL ASSESMENT AT 100%	\$239,996		\$239,996	
1111601-312415	5% ADJUSTMENT FOR DISCOUNTS & DELAYED PAYMENTS	(\$12,000)		(\$12,000)	
1111601-329020	STD TRANSPONDERS	\$1,000		\$1,000	
1111601-361102	COUNTY & STATE INTEREST	\$0		\$0	
1111601-370016	BUDGET CARRYFORWARD	\$46,018	\$23,464	\$69,482	Adjust budget carry forward fund balance.
TOTAL REVENUES		\$275,014	\$23,464	\$298,478	

EXPENSES

1111601-533002	SECURITY SERVICES - GUARD	\$135,780	(\$4,092)	\$131,688	Adjust budget for holiday pay for guard services.
1111601-533002	SECURITY GUARD HOLIDAY COST	\$0	\$6,138	\$6,138	
1111601-533002	POLICE OFF DUTY FOR EVENTS	\$0		\$0	
1111601-533002	SECURITY SERVICES - VEHICLE	\$0		\$0	
OPERATING SECURITY COST SUBTOTAL		\$135,780	\$2,046	\$137,826	
1111601-513011	MANAGEMENT & MONITORING (DIRECT COSTS)	\$6,845		\$6,845	
1111601-513012	ADMINISTRATIVE OVERHEAD EXPENSES (INDIRECT COSTS)	\$17,194		\$17,194	
ADMINISTRATIVE COST SUBTOTAL		\$24,039	\$0	\$24,039	
1111601-534010	JANITORIAL SERVICES	\$1,500		\$1,500	
1111601-541000	TELEPHONE SERVICES	\$500		\$500	
1111601-541010	MOBILE PHONES	\$0		\$0	
1111601-543000	UTILITY SERVICES-ELECTRICITY	\$1,100		\$1,100	
1111601-543020	UTILITY SERVICES-WATER & SEWER	\$500		\$500	
1111601-546000	REPAIR & MAINTENANCE-MAJOR	\$49,000		\$49,000	
1111601-546000	REPAIR & MAINTENANCE-OTHER SUPPLIES	\$0		\$0	
1111601-546002	EXTERMINATOR SERVICES	\$200		\$200	
1111601-546003	REPAIR & MAINTENANCE-GROUNDS	\$6,000		\$6,000	
1111601-546021	GATE EQUIPMENT & REPAIRS	\$6,000		\$6,000	
1111601-547000	PRINTING & BINDING	\$200		\$200	
1111601-548020	GENERAL ADVERTISEMENTS	\$500		\$500	
1111601-549311	TRANSPONDERS	\$1,000		\$1,000	
OPERATING COST SUBTOTAL		\$66,500	\$0	\$66,500	
1111601-549002	CONTINGENCY RESERVE	\$48,695	\$21,418	\$70,113	Adjust contingency reserve.
TOTAL MIAMI LAKES SECTION ONE EXPENDITURES		\$275,014	\$23,464	\$298,478	
NET MIAMI LAKES SECTION ONE		\$0	\$0	\$0	

LOCH LOMOND - 1700

<i>Number of Units</i>	188.00
<i>Assessment Rate per Unit</i>	\$2,489.80
<i>Total Guard Service Hours</i>	17,520
<i>Total Vehicle Hours</i>	8,760
<i>Total Holiday Hours</i>	288
<i>Guard Hourly Rate</i>	\$20.50
<i>Vehicle Hourly Rate</i>	\$0.50

REVENUES

1111611-312415	SPECIAL ASSESMENT AT 100%	\$468,082		\$468,082	
1111611-312415	5% ADJUSTMENT FOR DISCOUNTS & DELAYED PAYMENTS	(\$23,404)		(\$23,404)	
1111611-329020	STD TRANSPONDERS	\$0		\$0	
1111611-361102	COUNTY & STATE INTEREST	\$0		\$0	
1111611-370016	BUDGET CARRYFORWARD	\$6,385	\$9,757	\$16,142	Adjust budget carry forward fund balance.
TOTAL REVENUES		\$451,063	\$9,757	\$460,820	

**TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
NEIGHBORHOOD SERVICE DISTRICTS**

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
NEIGHBORHOOD SERVICE DISTRICTS					
<u>EXPENSES</u>					
1111611-533002	SECURITY SERVICES-GUARD	\$359,160	(\$10,824)	\$348,336	Adjust budget for holiday pay for guard services.
1111611-533002	SECURITY GUARD HOLIDAY COST	\$0	\$16,236	\$16,236	
1111611-533002	POLICE OFF DUTY FOR HALLOWEEN	\$0		\$0	
1111611-533002	SECURITY SERVICES VEHICLE	\$4,380		\$4,380	
	OPERATING SECURITY COST SUBTOTAL	\$363,540	\$5,412	\$368,952	
1111611-513011	MANAGEMENT & MONITORING (DIRECT COSTS)	\$6,845		\$6,845	
1111611-513012	ADMINISTRATIVE OVERHEAD EXPENSES (INDIRECT COSTS)	\$26,905		\$26,905	
	ADMINISTRATIVE COST SUBTOTAL	\$33,750	\$0	\$33,750	
1111611-534010	JANITORIAL SERVICES	\$1,440		\$1,440	
1111611-541000	TELEPHONE SERVICES	\$550		\$550	
1111611-543000	UTILITY SERVICES-ELECTRICITY	\$1,200		\$1,200	
1111611-546000	REPAIR & MAINTENANCE	\$0		\$0	
1111611-546000	REPAIR & MAINTENANCE-OTHER SUPPLIES	\$10,000		\$10,000	
1111611-546000	BUILDING MATERIALS	\$0		\$0	
1111611-546000	CLEANING SUPPLIES FOR THE GUARD HOUSE	\$0		\$0	
1111611-546000	SAFETY EQUIPMENT & SUPPLIES FOR MAINTENANCE CREW	\$0		\$0	
1111611-546002	EXTERMINATOR SERVICES	\$200		\$200	
1111611-546003	REPAIR & MAINTENANCE-GROUNDS	\$4,000		\$4,000	
1111611-546021	GATE EQUIPMENT & REPAIRS	\$7,000		\$7,000	
1111611-547000	PRINTING & BINDING	\$200		\$200	
1111611-548020	GENERAL ADVERTISEMENTS	\$250		\$250	
1111611-549080	STD ELECTION COSTS	\$0		\$0	
1111611-549311	TRANSPONDERS	\$0		\$0	
	GENERAL OPERATING COST SUBTOTAL	\$24,840	\$0	\$24,840	
1111611-549002	CONTINGENCY RESERVE	\$28,933	\$4,345	\$33,278	Adjust contingency reserve.
	TOTAL LOCH LOMOND EXPENDITURES	\$451,063	\$9,757	\$460,820	
	NET LOCH LOMOND	\$0	(\$0)	(\$0)	

ROYAL OAKS SECTION ONE - 1702

Number of Units	589.00
Assessment Rate per Unit	\$706.89
Total Guard Service Hours	17,520
Total Vehicle Hours	-
Total Holiday Hours	384
Guard Hourly Rate	\$17.17
Vehicle Hourly Rate	\$1.60

<u>REVENUES</u>					
1111621-312415	SPECIAL ASSESMENT AT 100%	\$416,358		\$416,358	
1111621-312415	5% ADJUSTMENT FOR DISCOUNTS & DELAYED PAYMENTS	(\$20,818)		(\$20,818)	
1111621-329020	STD TRANSPONDERS	\$1,000		\$1,000	
1111621-361102	COUNTY & STATE INTEREST	\$0		\$0	
1111621-370016	BUDGET CARRYFORWARD	\$67,518	\$16,082	\$83,600	Adjust budget carry forward fund balance.
	REVENUE TOTAL	\$464,058	\$16,082	\$480,140	
<u>EXPENSES:</u>					
1111621-533002	SECURITY SERVICES	\$300,818	(\$9,065)	\$291,753	Adjust budget for holiday pay for guard services.
1111621-533002	SECURITY GUARD HOLIDAY COST	\$0	\$13,599	\$13,599	
1111621-533002	POLICE OFF DUTY FOR EVENTS	\$0		\$0	
1111621-533002	SECURITY SERVICES-VEHICLE	\$0		\$0	
	OPERATING SECURITY COST SUBTOTAL	\$300,818	\$4,534	\$305,352	
1111621-513011	MANAGEMENT & MONITORING (DIRECT COSTS)	\$13,690		\$13,690	
1111621-513012	ADMINISTRATIVE OVERHEAD EXPENSES (INDIRECT COSTS)	\$26,023		\$26,023	
	ADMINISTRATIVE COST SUBTOTAL	\$39,713	\$0	\$39,713	
1111621-534010	JANITORIAL SERVICES	\$2,500		\$2,500	
1111621-541000	TELEPHONE SERVICES	\$601		\$601	
1111621-541010	MOBILE PHONES	\$0		\$0	
1111621-543000	UTILITY SERVICES-ELECTICITY	\$3,100		\$3,100	
1111621-543020	UTILITY SERVICES-WATER & SEWER	\$3,000		\$3,000	
1111621-546000	REPAIRS & MAINTENANCE	\$8,000		\$8,000	
1111621-546000	MAJOR REPAIR & MAINTENANCE SUPPLIES	\$0		\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
NEIGHBORHOOD SERVICE DISTRICTS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
NEIGHBORHOOD SERVICE DISTRICTS					
1111621-546002	EXTERMINATOR SERVICES	\$400		\$400	
1111621-546021	GATE EQUIPMENT & REPAIRS	\$6,000		\$6,000	
1111621-547000	PRINTING & BINDING	\$200		\$200	
1111621-548020	GENERAL ADVERTISEMENTS	\$800		\$800	
1111621-549311	TRANSPONDERS	\$1,000		\$1,000	
	OPERATING COST SUBTOTAL	\$25,601	\$0	\$25,601	
1111621-563000	INFRASTRUCTURE	\$48,963		\$48,963	
	CAPITAL OUTLAY COST SUBTOTAL	\$48,963	\$0	\$48,963	
1111621-549002	CONTINGENCY RESERVE	\$48,963	\$11,548	\$60,511	Adjust contingency reserve.
	TOTAL ROYAL OAKS SECTION ONE EXPENDITURES	\$464,058	\$16,082	\$480,140	
	NET ROYAL OAKS SECTIONS ONE	\$0	\$0	\$0	
ROYAL OAKS EAST - 1703					
	<i>Number of Units</i>	533.50			
	<i>Assessment Rate per Unit</i>	\$769.33			
	<i>Total Guard Service Hours</i>	17,520			
	<i>Total Vehicle Hours</i>	-			
	<i>Total Holiday Hours</i>	384			
	<i>Guard Hourly Rate</i>	\$17.17			
	<i>Vehicle Hourly Rate</i>	\$1.55			
	REVENUES				
1111631-312415	SPECIAL ASSESMENT AT 100%	\$410,438		\$410,438	
1111631-312415	5% ADJUSTMENT FOR DISCOUNTS & DELAYED PAYMENTS	(\$20,522)		(\$20,522)	
1111631-329020	STD TRANSPONDERS	\$1,000		\$1,000	
1111631-361102	COUNTY & STATE INTEREST	\$0		\$0	
1111631-370016	BUDGET CARRYFORWARD	\$117,760	\$15,277	\$133,037	Adjust budget carry forward fund balance.
	TOTAL REVENUES	\$508,676	\$15,277	\$523,953	
	EXPENSES				
1111631-533002	SECURITY SERVICES	\$300,818	(\$9,065)	\$291,753	Adjust budget for holiday pay for guard services.
1111631-533002	SECURITY GUARD HOLIDAY COST	\$0	\$13,599	\$13,599	
1111631-533002	POLICE OFF DUTY FOR EVENTS	\$0		\$0	
1111631-533002	SECURITY SERVICES-VEHICLE	\$0		\$0	
	OPERATING SECURITY COST SUBTOTAL	\$300,818	\$4,534	\$305,352	
1111631-513011	MANAGEMENT & MONITORING (DIRECT COSTS)	\$13,690		\$13,690	
1111631-513012	ADMINISTRATIVE OVERHEAD EXPENSES (INDIRECT COSTS)	\$26,709		\$26,709	
	ADMINISTRATIVE COST SUBTOTAL	\$40,399	\$0	\$40,399	
1111631-534010	JANITORIAL SERVICES	\$2,500		\$2,500	
1111631-541000	TELEPHONE SERVICES	\$961		\$961	
1111631-541010	MOBILE PHONES	\$0		\$0	
1111631-543000	UTILITY SERVICES-ELECTRICITY	\$3,100		\$3,100	
1111631-543020	UTILITY SERVICES-WATER & SEWER	\$1,500		\$1,500	
1111631-546000	REPAIRS & MAINTENANCE-MAJOR	\$15,000		\$15,000	
1111631-546000	REPAIRS & MAINTENANCE-OTHER SUPPLIES	\$5,000		\$5,000	
1111631-546002	EXTERMINATOR SERVICES	\$400		\$400	
1111631-546021	GATE EQUIPMENT & REPAIRS	\$3,000		\$3,000	
1111631-547000	PRINTING & BINDING	\$200		\$200	
1111631-548020	GENERAL ADVERTISEMENTS	\$1,000		\$1,000	
1111631-549311	TRANSPONDERS	\$1,000		\$1,000	
	OPERATING COST SUBTOTAL	\$33,661	\$0	\$33,661	
1111631-563000	INFRASTRUCTURE	\$66,899		\$66,899	
	CAPITAL OUTLAY COST SUBTOTAL	\$66,899	\$0	\$66,899	
1111631-549002	CONTINGENCY RESERVE	\$66,899	\$10,743	\$77,642	Adjust contingency reserve.
	TOTAL ROYAL OAKS EAST EXPENENDITURES	\$508,676	\$15,277	\$523,953	
	NET ROYAL OAKS EAST	\$0	\$0	\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
NEIGHBORHOOD SERVICE DISTRICTS

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
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NEIGHBORHOOD SERVICE DISTRICTS

LAKE PATRICIA - 1704

Number of Units	72.5
Assessment Rate per Unit	\$231.46
Bacterial Testing	0
Fish Stocking	1,100
Number of cycles	12
Number of summer cycles	6

REVENUES

1111641-312415	SPECIAL ASSESMENT AT 100%	\$16,781		\$16,781	
1111641-312415	5% ADJUSTMENT FOR DISCOUNTS & DELAYED PAYMENTS	(\$839)		(\$839)	
1111641-361102	COUNTY & STATE INTEREST	\$0		\$0	
1111641-370016	BUDGET CARRYFORWARD	\$3,535	(\$112)	\$3,423	Adjust budget carry forward fund balance.
TOTAL REVENUES		\$19,477	(\$112)	\$19,365	

EXPENSES

1111641-513012	ADMINISTRATIVE OVERHEAD EXPENSES (INDIRECT COSTS)	\$1,196		\$1,196	
ADMINISTRATIVE COST SUBTOTAL		\$1,196	\$0	\$1,196	
1111641-542000	FREIGHT & POSTAGE	\$200		\$200	
1111641-546101	WATER TREATMENT SERVICE	\$11,900		\$11,900	
1111641-546101	OTHER CHARGES FOR WATER TREATMENT	\$1,500		\$1,500	
1111641-547000	PRINTING & BINDING	\$50		\$50	
1111641-548020	GENERAL ADVERTISEMENTS	\$424		\$424	
OPERATING COSTS SUBTOTAL		\$14,074	\$0	\$14,074	
1111641-549002	CONTINGENCY RESERVE	\$4,207	(\$112)	\$4,095	Adjust contingency reserve.
TOTAL LAKE PATRICIA EXPENDITURES		\$19,477	(\$112)	\$19,365	
NET LAKE PATRICIA		\$0	\$0	\$0	

LAKE HILDA - 1705

Number of Units	111
Assessment Rate per Unit	157.92
Number of cycles	12
Number of summer cycles	6

REVENUES

1111651-312415	SPECIAL ASSESMENT AT 100%	\$17,529		\$17,529	
1111651-312415	5% ADJUSTMENT FOR DISCOUNTS & DELAYED PAYMENTS	(\$876)		(\$876)	
1111651-361102	COUNTY & STATE INTEREST	\$0		\$0	
1111651-370016	BUDGET CARRYFORWARD	\$4,837	\$580	\$5,417	Adjust budget carry forward fund balance.
TOTAL REVENUES		\$21,490	\$580	\$22,070	

EXPENSES

1111651-513012	ADMINISTRATIVE OVERHEAD EXPENSES (INDIRECT COSTS)	\$1,091		\$1,091	
ADMINISTRATIVE COST SUBTOTAL		\$1,091	\$0	\$1,091	
1111651-542000	FREIGHT & POSTAGE	\$100		\$100	
1111651-546101	WATER TREATMENT SERVICE	\$12,300		\$12,300	
1111651-546101	OTHER CHARGES FOR WATER TREATMENT	\$0		\$0	
1111651-547000	PRINTING & BINDING	\$20		\$20	
1111651-548020	GENERAL ADVERTISEMENTS	\$420		\$420	
OPERATING COSTS SUBTOTAL		\$12,840	\$0	\$12,840	
1111651-549002	CONTINGENCY RESERVE	\$7,559	\$580	\$8,139	Adjust contingency reserve.
TOTAL LAKE HILDA EXPENDITURES		\$21,490	\$580	\$22,070	
NET LAKE HILDA		\$0	\$0	\$0	

TOTAL NEIGHBORHOOD SERVICE DISTRICTS REVENUES:	\$	1,739,778	\$	65,048	\$	1,804,826
TOTAL NEIGHBORHOOD SERVICE DISTRICTS EXPENDITURES:	\$	1,739,778	\$	65,048	\$	1,804,826

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
DISASTER FUND					
<u>REVENUES</u>					
109-331524	FEDERAL GRANT	\$0		\$0	
109-369300	INSURANCE CLAIMS	\$0		\$0	
109-381109	TRANSFER FROM GENERAL FUND	\$0		\$0	
	BUDGET CARRYFORWARD	\$0		\$0	
		\$0		\$0	
TOTAL REVENUES		\$0	\$0	\$0	
<u>EXPENDITURE</u>					
1091311-XXXXXX	ADMINISTRATIVE	\$0		\$0	
1092102-XXXXXX	EMERGENCY PROTECTIVE MEASURES	\$0		\$0	
1094104-XXXXXX	ROADS AND BRIDGES	\$0		\$0	
1097207-XXXXXX	DEBRIS REMOVAL & MONITORING	\$0		\$0	
1097217-XXXXXX	BUILDING REPAIRS (FACILITIES)	\$0		\$0	
1097237-XXXXXX	BUILDING REPAIRS (FACILITIES)	\$0		\$0	
1097247-XXXXXX	BUILDING REPAIRS (FACILITIES)	\$0		\$0	
1097257-XXXXXX	PARKS REPAIRS	\$0		\$0	
	CONTINGENCY	\$0		\$0	
TOTAL EXPENDITURES		\$0	\$0	\$0	
NET DISASTER FUND		\$0	\$0	\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
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ELECTRIC UTILITY TAX REVENUE

REVENUES

103-314100	ELECTRIC UTILITY SERVICE TAX	\$3,000,000		\$3,000,000	
103-314101	ELECTRIC UTILITY SERVICE TAX TO GF	-\$2,414,601		-\$2,414,601	
103-370000	ELEC UTIL BUDGET CARRYFORWARD	\$0		\$0	
103-381210	TRANSFER GF ELEC UTIL	\$0		\$0	
103-381215	TRANSFER FR DEBT SERVICE 2010	\$0		\$0	
TOTAL REVENUES		\$585,399	\$0	\$585,399	

EXPENDITURES

1038108-531000	PROFESSIONAL SERVICES	\$0		\$0	
1038108-546230	CONTINGENCY	\$0		\$0	
1038108-549090	FINANCIAL INSTITUTION FEES	\$0		\$0	
1038108-549091	ANNUAL DISSEMINATION AGENT FEE	\$2,000		\$2,000	
1038108-549092	8038 CP FILING FEE	\$0		\$0	
1038108-591040	TRANSFER OUT-GENERAL FUND	\$0		\$0	
1038108-591062	TRANSFER TO TOWN FOUNDATION	\$0		\$0	
1038108-591070	TRANSFER TO DEBT SERVICE FUND	\$583,399		\$583,399	
TOTAL EXPENDITURES		\$585,399	\$0	\$585,399	
NET ELECTRIC UTILITY TAX REVENUE FUND		\$0	\$0	\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
DEBT SERVICE FUND					
<u>REVENUES</u>					
200-361100	INTEREST INCOME	\$0		\$0	
200-370000	DEBT SERVICE FUND BUDGET CARRYFORWARD	\$354,919		\$354,919	
200-381111	TRANSFER FROM SRF PTP	\$0		\$0	
200-381113	TRANSFER IN FROM CAPITAL - TRANSPORTATION	\$0		\$0	
200-381212	TRANSFER IN FROM ELEC UTIL FD	\$583,399		\$583,399	
200-381213	TRANSFER ROAD 13 TO DEBT	\$0		\$0	
200-381216	TRANSFER IN FROM GENERAL FUND	\$0		\$0	
200-384001	UNREALIZED CAP GAIN/LOSS	\$0		\$0	
200-384002	FEDERAL DIRECT PAYMENT	\$169,448		\$169,448	
TOTAL REVENUES		\$1,107,766	\$0	\$1,107,766	
<u>EXPENSES</u>					
2001721-571000	SERIES 2013 PRINCIPAL	\$0		\$0	
2001721-572000	SERIES 2013 INTEREST	\$0		\$0	
2001731-549090	FINANCIAL INSTITUTION FEES	\$1,350		\$1,350	
2001731-549092	8038 CP PREPARATION FEES	\$200		\$200	
2001731-571000	SERIES 2010 PRINCIPAL	\$380,000		\$380,000	
2001731-572000	SERIES 2010 INTEREST	\$521,709		\$521,709	
2001731-549002	CONTINGENCY	\$204,507		\$204,507	
2001731-591040	TRANSFER OUT-GENERAL FUND	\$0		\$0	
2001731-591071	TRANSFER OUT - ELECTRIC UTILITY REVENUE FUND	\$0		\$0	
TOTAL EXPENDITURES		\$1,107,766	\$0	\$1,107,766	
NET DEBT SERVICE FUND		\$0	\$0	\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
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CAPITAL PROJECTS FUND
FACILITIES & EQUIPMENT IMPROVEMENT

REVENUES

301-381215	TRANSFER FROM CONSTRUCTION FUND	\$0		\$0	
3013903-361100	INTEREST INCOME	\$0		\$0	
3013903-370000-FA	CAP PROJ BUDGET CARRYFORWARD	\$14,362	\$2,618	\$16,980	Adjust budget carry forward fund balance.
3013903-XXXXXX	TRANSFER FROM GENERAL FUND	\$0	\$35,000	\$35,000	To fund security enhancements at Town Hall.
3013903-381114	TRANSFER FROM IMPACT FEE FUND - POLICE	\$0	\$25,000	\$25,000	To fund security enhancements at government center for police personnel parking lot at government center.

TOTAL REVENUES	\$14,362	\$62,618	\$76,980
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EXPENSES

3013903-549002	RESERVE FOR FACILITIES & EQUIP IMPROV	\$14,362		\$14,362	
3013903-555500	NON CAPITAL OUTLAY	\$0		\$0	
3013903-563000	INFRASTRUCTURE	\$0	\$62,618	\$62,618	To fund security enhancements at government center \$2,618. \$35,000 from General Fund, \$25,000 from Police Impact Fee Fund.
3013903-564000	MACHINERY & EQUIPMENT	\$0		\$0	
3013903-564003	OTHER CAPITAL EXP	\$0		\$0	
3013903-581040	TRANSFER TO GENERAL FUND	\$0		\$0	
3013903-591XXX	TRANSFER TO CPF-PARKS IMPROVEMENT	\$0		\$0	
3013903-XXXXXX	FACILITIES RENEWAL AND REPLACEMENT	\$0		\$0	
TOTAL EXPENDITURES		\$14,362	\$62,618	\$76,980	
NET FACILITIES & EQUIPMENT IMPROVEMENT		\$0	\$0	\$0	

PARKS IMPROVEMENTS**REVENUES**

301-337205-G1902	GRANT-NEAT STREET MIAMI	\$0		\$0	
301-370001	CAP PARKS BUDGET CARRYFORWARD	\$1,281,163	-\$170,731	\$1,110,432	Adjustment to carry forward fund balance.
301-381106	TRANS FR GENERAL FUND - PARKS	\$0		\$0	
301-381115-PIMP	TRANS FR PARKS IMPACT FEE FD - IMPROV	\$0		\$0	
301-381115-POS	TRANS FR PARKS IMPACT FEE FD - OPEN SPACE	\$200,000	\$75,090	\$275,090	For 170th Greenway Trail Park and Bree's Courtyard.
3017217-331905-	FLORIDA DEPT OF AGRICULTURE & CONSUMER	\$0	\$200,000	\$200,000	Re-budgeting grant funds.
TOTAL REVENUES:		\$1,481,163	\$104,359	\$1,585,522	

EXPENSES

3017207-591040	TRANSFERS OUT-GENERAL FUND	\$420,000		\$420,000	
3017207-549002	CIP RESERVE FOR PARKS	\$8,966	\$2,985	\$11,951	Adjust contingency reserve.
3017207-563003	WEST LAKE NEIGHBORHOOD REFORESTATION PROGRAM	\$0		\$0	
3017207-563610	NIC BEAUTIFICATION MATCHING GRANT PROGRAM	\$0		\$0	
TOTAL ADMINISTRATIVE PROJECTS:		\$428,966	\$2,985	\$431,951	
3017207-563610-BMBMP - 154TH STREET AND PALMETTO		\$0		\$0	
3017207-563610-G1: FDOT HIGHWAY BEAUTIFICATION		\$0		\$0	
3017237-563515	MINI PARKS GREENWAY BIKE PATH	\$0		\$0	
TOTAL GREENWAY & TRAILS		\$0	\$0	\$0	
3017217-563000-	ROP SPORTS FIELDS LED RETROFIT	\$0		\$0	
TOTAL ROYAL OAKS PARK PROJECTS		\$0	\$0	\$0	
3017227-563536	MINI PARKS COMM CENT EAST	\$0		\$0	
TOTAL PARK -EAST (YOUTH CENTER)		\$0	\$0	\$0	
3017237-563530	MINI PARKS IMPROVEMENTS-PLAYGROUND RENOV	\$0		\$0	
TOTAL PARK -WEST (MARY COLLINS)		\$0	\$0	\$0	

EXHIBIT A

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
3017247-563001	MLOP STORAGE FACILITY	\$188,000		\$188,000	
3017247-563603	MLOP W&S CONNECT-CURR CONST	\$0		\$0	
3017247-563618	MLOP MASTER PLAN	\$514,197	\$2,663	\$516,860	Carry forward project balance.
3017247-567000	MLOP WORKS OF ART/COLLECTIONS	\$0	\$12,085	\$12,085	Carry forward project balance for Art in Public places at MLOP (\$7,000). Additional \$5,085 to complete the project.
TOTAL MIAMI LAKES OPTIMIST PARK		\$702,197	\$14,748	\$716,945	
3017257-563541	RE-SODDING POCKET PARKS	\$0		\$0	
3017257-564000	MACHINERY & EQUIPMENT-MINI PARKS IMPRO.	\$0	\$11,536	\$11,536	Carry forward project balance.
TOTAL MINI PARKS		\$0	\$11,536	\$11,536	
3017277-563538	BRIDGE PARK (154TH BRIDGE)	\$200,000		\$200,000	
3017277-563542	170TH STREET GREENWAY TRAIL	\$0	\$60,000	\$60,000	For 170th Greenway Trail Park from Impact Fees Parks Open Space.
3017287-563540	PAR 3 PARK	\$150,000		\$150,000	
3017297-563539	PASSIVE PARK DEVELOPMENT	\$0	\$15,090	\$15,090	To fund signage and the fountain for Bree's Courtyard SW Corner lot of ROP from Impact Fees Park Open Space.
3017317-531000	MADDEN'S HAMMOCK PARK/PROFESSIONAL SERVI	\$0		\$0	
TOTAL PASSIVE PARK DEVELOPMENT		\$350,000	\$75,090	\$425,090	
TOTAL PARKS IMPROVEMENTS EXPENDITURES		\$1,481,163	\$104,359	\$1,585,522	
NET PARKS IMPROVEMENT		\$0	\$0	\$0	

TRANSPORTATION IMPROVEMENTS

REVENUES

301-324270	IMPACT FEES	\$0		\$0	
301-331492-G1401	FEDERAL GRANT-TRANSPORTATION ALTERNATIVE PROGRAM (TAP)	\$1,000,000		\$1,000,000	
301-334202	SAFE ROUTES TO SCHOOL GRANT	\$721,638		\$721,638	
301-335180	1/2 CENT TRANS SA TX (SUR TAX)	\$0		\$0	
301-361100	INTEREST INCOME	\$25,000		\$25,000	
301-381050	GENERAL FUND TRANSFER FOR TRANSPORTATION	\$0		\$0	
3014134-312420	SECOND LOCAL OPT GAS TAX-3 CENT	\$155,000		\$155,000	
3014134-331903-	MPO GRANT-COMplete STREETS	\$0		\$0	
3014134-331907-	COUNTY GRANT-CIGP-NW 59 AVE RDWY	\$3,614,500		\$3,614,500	
3014134-334203-G1	GRANT-154TH & PALMETTO-G1409	\$0		\$0	
3014134-337207-	TPO GRANT-SMART MOBILITY	\$0		\$0	
3014134-337403-G2	(MIGLO WALKING & BIKING TRAIL	\$0	\$25,000	\$25,000	Received grant funding.
3014134-369300	INSURANCE CLAIMS	\$0		\$0	
3014134-370003	TRANSPORTATION CARRYFORWARD	\$805,386	\$688,348	\$1,493,734	Adjust carry forward fund balance.
3014134-381111	TRANSFER FROM SPECIAL REVENUE FUND-PTP 80%	\$595,000		\$595,000	
3014134-381134	TRANSFER FROM ROADWAY IMPROVEMENT/GAS T	\$0		\$0	
3014144-381304-00001	TRANSFER FROM DEVELOPER CONTRIBUTION IN LIEU OF ROAD IMPACT FEE FUND	\$273,634	\$86,620	\$360,254	Re-budget for Adaptive signalization to complete project.
3014184-381120	TRANSFER FROM SPECIAL REVENUE FUND-MOBILIT	\$100,000		\$100,000	
TOTAL REVENUES		\$7,290,158	\$799,968	\$8,090,126	

EXPENSES

3014134-531336-G1801	SMART MOBILITY & FUTURE TECHNOLOGY TRANSPORTATION STUDY	\$0		\$0	
3014134-531365	STREET LIGHT ASSESS & UPDATE	\$0		\$0	
3014134-534200	TRAFFIC CALMING	\$0		\$0	
3014134-546230	CIP RESERVE FOR TRANSPORT	\$0	\$50,667	\$50,667	Adjust contingency reserve.
3014134-549350	TRANSPORTATION 5% ADMIN	\$0		\$0	
3014134-563011	BUS SHELTER ACQUISITION	\$0		\$0	
3014134-563014	164TH STREET & NW 87TH AVENUE	\$0		\$0	
3014134-563029	59TH AVENUE EXTENSION, PUBLIC WORKS STORAGE YARD AND BOAT YARD	\$5,184,299		\$5,184,299	Carry forward project balance adjustment.
3014134-563065	SAFE ROUTES TO SCHOOL ALONG MLS	\$847,330	\$191,680	\$1,039,010	Carry forward project balance adjustment.

EXHIBIT A

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
3014134-563210-G2002	MIGLO WALKING & BIKING TRAIL	\$0	\$25,000	\$25,000	Received grant funding.
3014134-563605	MIAMI LAKES GREEN (NW 77TH CT GREENWAY	\$0		\$0	
3014134-563606	154TH STREET & 77TH COURT	\$0		\$0	
3014134-563607-G1606	COMPLETE STREETS IMPLEMENTATION PLAN	\$0		\$0	
3014134-563608	COMPLETE STREET IMPLEMENTATION : BUSINESS PARK EAST (NW 60TH AVE)	\$812,914	\$432,764	\$1,245,678	Carry forward project balance adjustment.
3014134-563616	COMPLETE STREET IMPLEMENTATION: MAIN STREET EAST (NW 151 & 153 STREETS)	\$0		\$0	
3014134-563617	MIAMI LAKEWAY SOUTH RESURFACE	\$0		\$0	
3014134-564000	MACHINERY & EQUIPMENT	\$0		\$0	
3014134-591030	TRANSFER TO STORMWATER CIP	\$0		\$0	
3014134-591035	TRANSFER OUT-PARKS CIP	\$0		\$0	
3014134-591061	TRANSFER TO SERIES 2013	\$0		\$0	
3014134-591061	TRANSFER TO SPECIAL REVENUE FUND-PTP	\$0		\$0	
3014144-563725-000	PALMETTO & NW 67TH AVENUE WIDENING	\$445,615	\$13,237	\$458,852	Carry forward project balance adjustment.
3014184-563609	NW 146/159 STREET UNDERPASSES	\$0		\$0	
3014184-563613	160TH STREET UNDERPASS BRIDGE	\$0		\$0	
3014184-563614	ADAPTIVE SIGNALIZATION PROGRAM	\$0	\$86,620	\$86,620	Re-budget for Adaptive signalization to complete project.
3014184-563615	82ND AVENUE & OAK LANE RECONFIGURATION	\$0		\$0	
TOTAL EXPENDITURES		\$7,290,158	\$799,968	\$8,090,126	
NET TRANSPORTATION IMPROVEMENTS		\$0	\$0	\$0	

STORMWATER IMPROVEMENTS**REVENUES**

301-331901	FEDERAL STIMULUS- STORMWATER	\$0		\$0	
301-370003	CAPTRANSB BUDGET CARRYFORWARD	\$0		\$0	
3013803-331906-G1806	FEMA - WEST LAKE PHASE 3	\$1,440,000		\$1,440,000	
3013803-334360-	STORMWATER GRANTS-LAKE SARAH	\$0		\$0	
3013803-334361-G1706	STORMWATER GRANTS-CANAL STABILIZATION	\$740,000	-\$370	\$739,630	Adjustment to carry forward legislative grant for Canal Stabilization.
3013803-334362-G1803	STATE LEGISLATIVE GRANT - ROYAL OAKS DRAINAGE	\$500,000	-\$134,650	\$365,350	Adjustment to carry forward legislative grant for Royal Oaks drainage.
3013803-334507-G1804	STATE LEGISLATIVE GRANT - WEST LAKE PHASE 3	\$500,000		\$500,000	
3013803-370004	CAPITAL SW BUDGET CARRYFORWARD	(\$630,093)	\$386,081	(\$244,012)	Adjustment to carry forward fund balance.
3013803-381111	TRANSF IN-PEOPLES TRANSPORTATION PRGM	\$125,000		\$125,000	
3013803-381400	TRANSF IN-STORMWATER	\$165,000		\$165,000	
TOTAL REVENUES:		\$2,839,907	\$251,061	\$3,090,968	

EXPENSES

3013803-563039	WEST LAKE ROADWAY & DRAINAGE - NW 148TH TERRACE/ NW 148TH STREET/ NW 149TH TERRACE	\$1,920,000	\$22,470	\$1,942,470	Adjust carry forward project balance.
3013803-563040	83RD PLACE DRAINAGE	\$0		\$0	
3013803-563041-G1608	ROYAL OAKS DRAINAGE & ROADWAY IMPROVS	\$919,907	-\$71,789	\$848,118	Adjustment to carry forward project balance.
3013803-563042	CANAL BANK STABILIZATION - PHASE 1	\$0		\$0	
3013803-563042-G1706	CANAL BANK STABILIZATION - PHASE 2	\$0	\$288,067	\$288,067	Carry forward project balance.
3013803-563059	LAKE MARTHA DRAINAGE IMPROVEMENT	\$0		\$0	
3013803-563060-G1608	LAKE SARAH IMPROVEMENT	\$0		\$0	
3013803-563066	HUTCHINSON ROADWAY & DRAINAGE IMPR	\$0		\$0	
3013803-564024	STREET VACUUM TRUCK	\$0		\$0	
3013803-581000	OPERATING CONTINGENCY- STORM	\$0	\$12,313	\$12,313	Adjustment to reserves for future projects.
3013803-591030	TRANSFER OUT - STORMWATER	\$0		\$0	
TOTAL EXPENDITURES:		\$2,839,907	\$251,061	\$3,090,968	
NET STORMWATER IMPROVEMENT		\$0	\$0	\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
INTEREST					
<u>REVENUES</u>					
301-361100	INTEREST INCOME	\$0		\$0	
301-370000	BUDGET CARRYFORWARD	\$0		\$0	
TOTAL REVENUES		\$0	\$0	\$0	
<u>EXPENDITURES</u>					
	CONTINGENCY	\$0		\$0	
TOTAL EXPENDITURES		\$0	\$0	\$0	
TOTAL CAPITAL FUND PROJECTS REVENUES		\$11,625,590	\$1,218,006	\$12,843,596	
TOTAL CAPITAL FUND PROJECTS EXPENDITURES		\$11,625,590	\$1,218,006	\$12,843,596	
NET CAPITAL PROJECTS FUND		\$0	\$0	\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
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INFRASTRUCTURE SINKING FUND

REVENUES

307-370000	BUDGET CARRYFORWARD	\$150,000		\$150,000	
307-381109	TRANSFER FROM GENERAL FUND	\$0		\$0	
TOTAL INFRASTRUCTURE SINKING FUND REVENES		\$150,000	\$0	\$150,000	

EXPENSES

307-549002	CONTINGENCY RESERVE	\$150,000		\$150,000	
TOTAL INFRASTRUCTURE SINKING FUND EXPENDITURES		\$150,000	\$0	\$150,000	
NET INFRASTRUCTURE SINKING FUND		\$0	\$0	\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
STORMWATER UTILITY FUND					
REVENUES					
401-334360	SFWM D STORMWATER GRANT	\$0		\$0	
401-343900	STORMWATER UTILITY FEES	\$1,142,370		\$1,142,370	
401-361100	INTEREST EARNINGS	\$5,000		\$5,000	
401-366010	CONTRIBUTIONS & DONATIONS	\$0		\$0	
401-370004	BUDGET CARRYFORWARD	\$0	\$10,912	\$10,912	Carry forward balance.
401-381000	INTER-FUND TRANSFERS	\$0		\$0	
401-381110	TRANSFER FROM CAPITAL	\$0		\$0	
401-393100	PRIOR YEAR CAPITAL ASSETS	\$0		\$0	
TOTAL REVENUES:		\$1,147,370	\$10,912	\$1,158,282	
EXPENDITURES					
4013803-512006	ADMINISTRATIVE SUPP TO STORMWATER	\$0		\$0	
4013803-546180	WASAD FEE COLLECTION	\$36,400		\$36,400	
4013803-549060	STORMWATER ADMINISTRATION	\$76,948		\$76,948	
4013803-549100	PUBLIC OUTREACH/WORKSHOPS	\$3,000		\$3,000	
4013803-554000	SUBSCRIPTIONS & MEMBERSHIPS	\$1,000		\$1,000	
4013803-554010	EDUCATION & TRAINING	\$3,000		\$3,000	
4013803-559030	DEPRECIATION EQUIPMENT & FURNITURE	\$0		\$0	
4013803-559040	DEPRECIATION INFRASTRUCTURE	\$0		\$0	
4013803-570000	STORMWATER UTILITY REVENUE BOND DEBT-QNI	\$70,106		\$70,106	
4013803-570011	FEMA FUNDED CANAL DREDGING PAYMENT	\$15,734		\$15,734	
4013803-591030	TRANSFER TO CAP PROJECTS FUND	\$165,000		\$165,000	
4013803-591040	TRANSFER OUT-GENERAL FUND	\$0		\$0	
TOTAL STORMWATER UTILITY EXPENSES		\$371,188	\$0	\$371,188	
4013813-531370	NPDES COMPUT. DISCHARGE MOD	\$1,000		\$1,000	
4013813-546140	DERM MONITORING	\$0		\$0	
4013813-546150	NPDES PERMIT FEES	\$16,545		\$16,545	
TOTAL NPDES COSTS		\$17,545	\$0	\$17,545	
4013823-512000	REGULAR SALARIES	\$177,956		\$177,956	
4013823-512999	COST OF LIVING ADJUSTMENT	\$0		\$0	
4013823-514000	OVERTIME	\$1,000		\$1,000	
4013823-516000	COMPENSATED ABSENCES -CURRENT	\$0		\$0	
4013823-521000	PAYROLL TAXES	\$13,614		\$13,614	
4013823-522000	FRS RETIREMENT CONTRIBUTION	\$15,085		\$15,085	
4013823-523000	HEALTH & LIFE INSURANCE	\$42,862		\$42,862	
4013823-523001	HEALTH ALLOWANCE	\$0		\$0	
4013823-523100	WIRELESS STIPEND	\$960		\$960	
4013823-531000	PROFESSIONAL SERVICES-LAKE QUALITY ASSESSME	\$0		\$0	
4013823-531000	PROFESSIONAL SERVICES-SW UTILITY RATE STUDY	\$40,300		\$40,300	
4013823-531001	PROFESSIONAL SERVICES-ENGINEERING/LEGAL	\$0		\$0	
4013823-531212	MASTER PLAN UPDATE	\$0		\$0	
4013823-531331	STORMWATER INSPECTOR	\$50,000		\$50,000	
4013823-541001	REMOTE ACCESS DEVICE DATA PLAN	\$960	\$500	\$1,460	To fund data plan for iPad use in order to utilize the asset management platform.
4013823-541010	MOBILE PHONES	\$0		\$0	
4013823-545000	INSURANCE	\$16,594		\$16,594	
4013823-546000	REPAIR & MAINTENANCE-CLEAN BASINS PIPES TREI	\$49,500		\$49,500	
4013823-546120	MINOR REPAIRS & IMPROVEMENTS	\$29,700		\$29,700	
4013823-546130	COMMUNITY RATING SYSTEM	\$2,000		\$2,000	
4013823-546160	STREET SWEEPING	\$35,000		\$35,000	
4013823-546161	REPAIR & MAINTENANCE	\$15,000		\$15,000	
4013823-546170	CANAL MAINTENANCE	\$253,106		\$253,106	
4013823-549002	CONTINGENCY RESERVE	\$0		\$0	
4013823-549200	MISCELLANEOUS EXPENSE	\$0		\$0	

EXHIBIT A

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
4013823-552010	UNIFORMS	\$1,400		\$1,400	
4013823-552020	FUEL & LUBRICANTS	\$13,000		\$13,000	
4013823-554010	EDUCATION & TRAINING	\$0		\$0	
4013823-563015	NW 79 AVE NO OF 154 STREET	\$0		\$0	
4013823-564000	MACHINERY & EQUIPMENT	\$0	\$300	\$300	To fund iPad in order to utilize the asset management platform.
4013823-566000	SOFTWARE	\$0	\$10,112	\$10,112	Carry forward project balance for asset management.
4013823-566002	COMPUTER SOFTWARE LICENSES	\$600		\$600	
4013853-720000	FEMA PROJECTS INTEREST	\$0		\$0	
TOTAL STORMWATER OPERATING		\$758,637	\$10,912	\$769,549	
TOTAL STORMWATER UTILITY REVENUES		\$1,147,370	\$10,912	\$1,158,282	
TOTAL STORMWATER UTILITY EXPENDITURES		\$1,147,370	\$10,912	\$1,158,282	
NET STORMWATER UTILITY FUND		\$0	\$0	\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET AMENDMENT	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
FACILITY MAINTENANCE FUND					
<u>REVENUES</u>					
501-370004	BUDGET CARRYFORWARD	\$0		\$0	
501-380900	MISCELLANEOUS INCOME	\$0		\$0	
501-381116	TRANSFER FROM GENERAL FUND-ADMINISTRATIO	\$206,734		\$206,734	
501-381117	TRANSFER FROM GENERAL FUND-POLICE	\$93,031		\$93,031	
501-381118	TRANSFER FROM BUILDING FUND	\$44,792		\$44,792	
TOTAL FACILITY MAINTENANCE REVENUES		\$344,557	\$0	\$344,557	
<u>EXPENSES</u>					
5011901-512000	REGULAR SALARIES	\$70,000		\$70,000	
5011901-512999	COST OF LIVING ADJUSTMENT	\$0		\$0	
5011901-521000	PAYROLL TAXES	\$5,355		\$5,355	
5011901-522000	FRS RETIREMENT CONTRIBUTION	\$5,934		\$5,934	
5011901-523000	HEALTH & LIFE INSURANCE	\$14,452		\$14,452	
5011901-523100	WIRELESS STIPEND	\$480		\$480	
5011901-534010	JANITORIAL SERVICES	\$58,000		\$58,000	
5011901-541000	TELEPHONE SERVICES	\$19,200		\$19,200	
5011901-541001	REMOTE ACCESS DEVICE DATA PLAN	\$960		\$960	
5011901-543000	UTILITY SERVICES	\$59,800		\$59,800	
5011901-546000	REPAIR & MAINTENANCE	\$70,000		\$70,000	
5011901-546010	REPAIR & MAINTENANCE-VEHICLES	\$500		\$500	
5011901-549260	HURRICANE EXPENSES	\$1,500		\$1,500	
5011901-551000	OFFICE SUPPLIES	\$30,000		\$30,000	
5011901-552000	OPERATING SUPPLIES	\$0		\$0	
5011901-552020	UNIFORMS	\$0		\$0	
5011901-552020	FUEL & LUBRICANTS	\$4,000		\$4,000	
5011901-554000	SUBSCRIPTIONS & MEMBERSHIPS	\$476		\$476	
5011901-554010	EDUCATION & TRAINING	\$2,500		\$2,500	
5011901-559040	DEPRECIATION INFRASTRUCTURE	\$0		\$0	
5011901-564000	MACHINERY & EQUIPMENT	\$0		\$0	
5011901-566002	COMPUTER SOFTWARE LICENSES	\$1,400		\$1,400	
TOTAL FACILITY MAINTENANCE EXPENDITURES		\$344,557	\$0	\$344,557	
NET FACILITY MAINTENANCE FUND		\$0	\$0	\$0	



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Landscape and Artificial Turf Ordinance
Date: March 9, 2020

Recommendation:

Town Staff recommends approval of the proposed ordinance adopting a landscape ordinance and allowing artificial turf in rear and side yards of private properties.

Background:

On October 8, 2019, the Town Council approved a New Business Item directing staff to explore the possibility of allowing residential properties to use artificial turf within rear yards.

Upon consideration of the item, staff concluded that in order to make the changes necessary to allow the artificial turf, the Town first needed to adopt a landscape ordinance compatible with Chapter 18A of the Miami Dade County Code.

The attached ordinance is an adaptation of the existing Miami Dade County Chapter 18A Landscape Regulations currently enforced by the Town. The only changes to the regulations at this time refer to the introduction of Artificial Turf as an allowable material and regulations regarding its proper use.

On March 3, 2020, the Planning Board in their capacity as the Local Planning Agency, recommended to approve the ordinance with the recommendation that strips of decorative artificial turf be allowed in the front yards as a decorative element in the joints of large concrete paver driveways.

Attachment:

Ordinance

ORDINANCE NO. 20-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO LANDSCAPE REGULATIONS; AMENDING CHAPTER 13, “LAND DEVELOPMENT CODE”, AT ARTICLE VII, “ALTERNATIVE ENERGY SYSTEMS AND ENVIRONMENTAL REGULATIONS” PROVIDING FOR FINDINGS OF FACT, INTENT AND PURPOSE; PROVIDING FOR REGULATIONS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Objective 1.2 of the Town’s Comprehensive Plan states that the Town shall maintain an effective and efficient Land Development Code (LDC); and

WHEREAS, since its inception, The Town has been referring to and enforcing chapter 18A of Miami Dade County Code with regards to landscaping regulations; and

WHEREAS, the Town Council desires to adopt a landscape ordinance that may be further tailored to the needs and vision of the Town; and

WHEREAS, the Town Council desires to allow the use of artificial turf in private property under some limited circumstances; and

WHEREAS, the Town’s Planning and Zoning Board, as the Local Planning Agency (LPA), reviewed the proposed amendments at a duly advertised Public Hearing on _____ and voted to recommend adoption of the proposed ordinance; and

WHEREAS, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency (LPA) and Town staff, the Town Council wishes to adopt the amendments to the Town LDC attached hereto as Exhibit A; and

WHEREAS, the proposed amendments are in conformance with all applicable requirements of the Town’s Code of Ordinances, including the LDC; and

WHEREAS, the proposed amendments will not be in conflict with the public interest, and are consistent and in harmony with the purpose and intent of the Comprehensive Plan; and

WHEREAS, the Town Council hereby finds and declares that adoption of this Ordinance is necessary, appropriate and advances the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. Each of the above stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Adoption. The Town Council hereby adopts the amendments to Chapter 13 at Article VII, of the Town LDC, which are attached as Exhibit “A” hereto and are incorporated herein¹.

Section 3. Repeal of Conflicting Provisions. All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

Section 4. Severability. 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 5. Inclusion in the Town Code. It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made part of the Town Code and that if necessary the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Article,” “Division” or other appropriate word.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon its adoption on second reading.

FIRST READING

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

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed on first reading this _____ day of _____, 2020.

¹ Additions to the text are shown in underline and deletions from the text are shown in ~~strikethrough~~.

SECOND READING

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

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this _____ day of _____, 2020.

Manny Cid
Mayor

Attest:

Gina M. Inguanzo
Town Clerk

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
Town Attorney

EXHIBIT A

ARTICLE VII. – ALTERNATIVE ENERGY SYSTEMS AND ENVIRONMENTAL REGULATIONS

DIVISION 1. - ALTERNATIVE ENERGY SYSTEMS

Sec. 13-1701. - ~~Landscape requirements~~ Reserved.

- (a) ~~All development within the Town shall comply with Chapter 18A of the Miami Dade County Code of Ordinances at the time of its original construction, except as may be otherwise required by the Town's Code of Ordinances.~~
- (1) ~~All plantings installed as of February 5, 2019 shall be consistent with the "Beautification Master Plan", the "Tree Management Plan", and as provided below, and follow ANSI 300 (Part 6), Planting and Transplanting Standards and ANSI Z60.1 as a Florida Grade no. 1 standard. Pursuant to this section, replanting will be required of any tree that is deemed unacceptable by the Town.~~
- (2) ~~No building permit for development and/or exterior construction shall be approved unless it is found to comply with the planting of official, approved street trees within the adjacent swale and median in conformity with the Town's adopted "Beautification Master Plan" and "Tree Management Plan" and under the Town's supervision.~~
- a. ~~Exterior construction, for purposes of this section shall mean any new construction, addition or substantial improvement to the existing structure, as defined by Florida Building Code.~~
- b. ~~All requests for permits, as defined above, shall require a tree disposition survey prepared by a professional surveyor, or, if unfeasible, an initial inspection of the existing plant material both within the property and adjacent swales and medians with corresponding fees associated.~~
- c. ~~Relief from this section may be provided through the public hearing variance process, as provided in Article III.~~
- (3) ~~All tree removals shall comply with Chapter 42 of the Town of Miami Lakes Code of Ordinances, as may be amended from time to time.~~
- (b) ~~All single family and two family residences shall comply with Chapter 18A, Landscape Ordinance (see Section 13-1), and the following minimum standards.~~
- (1) ~~Trees. Each lot shall have a minimum of three yard trees in addition to those planted in swale areas, one of which shall be planted within the front yard area and comply with the criteria listed below. Shade trees shall have a minimum diameter at breast height of two inches and a minimum height of twelve feet measured at time of planting.~~
- a. ~~Two palms of twelve foot overall height or of a minimum caliper of three inches at time of planting may be substituted for only one of the three required shade trees.~~

- ~~b. For new development, front yard trees shall comply with the species list provided at Section 13-1701(i), and a minimum of at least one front yard tree shall be a hardwood.~~
- ~~c. Existing nonconforming properties which have legally permitted improvements that prevent them from complying with the minimum landscape standards shall be allowed to remain as is. However, where planting is possible within the front yard, it shall be required that the tree be chosen from Section 13-1701(i) or Section 13-17(h). The existing landscape area of nonconforming properties shall not be reduced any further. Relief from this section may be provided through an administrative variance.~~
- ~~(2) Landscaped areas shall comprise a minimum of 40 percent of the required front yard setback. A minimum of 50 percent of the balance of the total required setback area for the main residence shall be landscaped. Landscaping can include all natural native plant materials including grass, ground cover, flowers, shrubs, hedges and others including xeriscape. Impervious areas, including brick pavers set in sand, will not be considered landscaped.~~
- ~~(3) Shrubs. Each lot shall have, within the landscaped areas thereof, no less than ten shrubs of a minimum of 18 inches in height when measured immediately after planting, per required lot tree.~~
- ~~(4) Hedges.~~
 - ~~a. Hedges shall not be permitted parallel to the front, side or rear street property line within the required front, side or rear street required yards except as provided in this section.~~
 - ~~b. Within a required yard, a hedge shall include any plant grouping, parallel to a property line, that is greater than ten feet in length or which is less than ten feet from any other plant grouping. A plant grouping shall include, but not be limited to, plant materials such as, grasses, ground covers, shrubs, vines, trees and rocks.~~
 - ~~c. In zero lot line developments, where a side and/or rear yard faces a street, a hedge shall be permitted, with a zero setback, along the required side and rear yard property line facing a street, set back a minimum of 20 feet from the front property line. Any such hedge shall comply with the corner visibility requirements in Subsection (h).~~
 - ~~d. In non-zero lot line developments, where a side and/or rear yard faces a street, a hedge shall be permitted, with a zero setback, along the required side and rear property line facing a street, provided that:~~
 - ~~1. The property is located in one of the following two areas:~~
 - ~~West of the Palmetto Expressway and north of NW 154th Street; or~~
 - ~~West of the Palmetto Expressway, south of 154th Street and west of NW 87th Avenue.~~
 - ~~2. The hedge shall be set back a minimum of 25 feet from the front property line.~~

- ~~3. Any such hedge shall comply with the corner visibility requirements in Subsection (h).~~
- ~~e. The maximum height of hedges located within a required yard, as may be otherwise allowed by this section, shall not exceed six feet with the following exceptions:~~
 - ~~1. For waterfront properties, hedges located waterward of the top of the slope or tie line shall not exceed a height of two and one-half feet.~~
 - ~~2. Hedges that are within a required street side yard or required rear yard along a street, and facing arterial or collector roadways shall have a maximum height of ten feet. Hedges that are within a required street side yard or required rear yard along a street, and facing a local street shall have a maximum height of eight feet. Hedges facing state roadways shall not have a height limit but must be maintained neat and trimmed.~~
 - ~~3. Hedges along the side property lines within the required front yard shall not exceed a height of two and one-half feet.~~
 - ~~4. Where a single family or two family property has a common lot line that is shared with a property that includes a single family or two family structure of two or more stories, the maximum hedge height along that common property line within the required yard shall be eight feet; provided, however, the height limitation of hedges along a side property line within the required front yard as specified in Subsection (a)(4)e.3. shall apply.~~
 - ~~5. Height between different districts. Where an RU District abuts another district, a hedge on the RU property may be erected or maintained on the common property line at the height permitted in the abutting district.~~
- ~~f. Hedges for waterfront properties:~~
 - ~~1. Hedges along the side property lines shall not be permitted within ten feet of the water's edge. The water's edge is defined as the average high groundwater elevation.~~
 - ~~2. Hedges shall not be permitted to be placed parallel to the water's edge waterward of the top of the slope.~~
 - ~~3. Landscaping or hedges waterward of the top of slope but landward of the water's edge are allowed; however, hedges or plant groupings shall be placed no closer than ten feet from the water's edge. No hedge or plant groupings shall exceed two and one-half feet in height waterward of the top of the slope. Fences, wall[s] or rocks arranged to form a fence or wall or objects which restrict access or block views from adjacent properties are not permitted beyond the top of the slope toward the lake, or waterside of the survey tie line.~~
- ~~(5) All existing hedges that do not comply with the above regulations shall either be removed if no longer permitted or trimmed to comply with the maximum height requirements.~~

- ~~(6) All planted materials shall be maintained, trimmed and irrigated as required to maintain a neat and safe landscape environment. If any tree or plant which is being used to satisfy current landscaping requirements dies, such tree or plant shall be replaced with the same landscape material of the same size.~~
- ~~(c) Existing properties that comply with these regulations shall not be permitted to construct any improvement which would reduce the existing landscaped area below the minimum required by these regulations unless a variance to these regulations is granted.~~
- ~~(d) All other existing conforming properties shall not be permitted to construct any improvement which would reduce the existing landscaped area below the minimum required by these regulations unless a variance to these regulations is granted.~~
- ~~(e) Hatracking of trees shall be prohibited. Hatracking is defined as flat cutting the top of a tree, severing the leader or leaders, or the removal of any branch three inches or greater in diameter at any point other than the branch collar.~~
- ~~(f) The swale areas shall be maintained by the abutting property owner. No structures or improvements of any kind, with the exception of mailboxes approved by the United States Postal Service, sod, annuals or perennials, driveway approaches and shade trees approved by the Town, shall be permitted within the swale areas.~~
 - ~~(1) Trees planted in the swale area are the property of the Town and may not be removed or trimmed by the abutting property owner without approval of the Town.~~
 - ~~(2) Requests for tree removal within the swale area shall be made pursuant to Article 42 of the Town's Code of Ordinances, as may be amended from time to time.~~
- ~~(g) Ornamental landscape features such as statues or fountains less than four feet high and decorative ponds less than 24 inches deep are permitted as accessory structures within any required yard.~~
- ~~(h) Corner visibility. No hedge, shrub or planting which obstructs sight lines at elevations between 2.5 and eight feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the outer edge of the paved streets extended and a line connecting them at points 25 feet from the intersection of the extended street lines. The same height sight line limitations shall apply on any lot within ten feet from the intersection of a street right-of-way line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Waivers of the corner visibility requirements may be administratively approved by the Public Works Director.~~
- ~~(i) List of approved shade trees. Trees denoted with "*" are native species.~~
 - ~~(1) Hardwood Canopy Trees.~~
 - ~~a. *Live Oak/Quercus virginiana.~~
 - ~~b. Japanese Fern tree/Filicium decipiens.~~
 - ~~c. *Gumbo Limbo/Bursera simaruba.~~
 - ~~d. *Green Buttonwood/Conocarpus erectus.~~

- e.—~~Golden Shower/Cassia fistula.~~
- f.—~~Floss Silk/Chorisia speciosa.~~
- g.—~~Beauty Leaf/Calophyllum brasiliense.~~
- h.—~~*East Palakta Holly/Ilex Attenuata.~~
- i.—~~*Ironwood/Krugiodendron ferreum.~~
- j.—~~*Pigeon Plum/Coccoloba diversifolia.~~
- k.—~~* Wild Tamarind/Lysiloma latisliqua.~~
- l.—~~* Satin Leaf/Chrysophyllum oliveforme.~~
- m.—~~* Paradise tree/Simarouba glauca.~~
- n.—~~* Allspice tree/Pimenta dioica.~~
- o.—~~Golden Rain tree/Koelreuteria paniculate.~~
- p.—~~Pink Trumpet/Tabebuia heterophylla.~~
- q.—~~Jacaranda/Jacaranda mimosifolia.~~
- r.—~~Japanese blueberry/Elaeocarpus decipiens.~~

(2)—~~Palm Trees.~~

- a.—~~Alexander Palm/Ptychosperma elegans.~~
- b.—~~Bismark Palm/Bismarkia nobilis.~~
- e.—~~Canary Island Date/Phoenix canariensis.~~
- d.—~~Hurricane Palm/Dietyosperma album.~~
- e.—~~*Paurotis Palm/Acoelorrhaphe wrightii.~~
- f.—~~* Sabal Palm/Sabal palmetto.~~
- g.—~~Senegal Island Date/Phoenix reclinata.~~
- h.—~~Red or Blue Latan/Iatania lontaroides.~~
- i.—~~Sylvestris Palm/Phoenix sylvestris.~~

~~(LDC 2008, Div. 7.1; Ord. No. 08-102, § 2(Div. 7.1), 6-17-2008; Ord. No. 13-156, § 3, 4-23-2013; Ord. No. 16-195, § 2, 9-6-2016; Ord. No. 19-235, § 3(Exh. A), 2-5-2019)~~

Sec. 13-1703 thru 13-1709 - Reserved

* * *

DIVISION 2. – LANDSCAPE REGULATIONS

Sec. 13-1710. – Short title and applicability.

(A) [Title.] This division shall be known and may be cited as the "Town of Miami Lakes Landscape Ordinance".

(B) Applicability. - All development within the Town shall comply with either this division or Chapter 18A of the Miami-Dade County Code of Ordinances at the time of its original construction, except as may be otherwise required by the Town's Code of Ordinances.

(a) All plantings installed as of February 5, 2019 shall be consistent with the "Beautification Master Plan", the "Tree Management Plan", and as provided below, and follow ANSI 300 (Part 6), Planting and Transplanting Standards and ANSI Z60.1 as a Florida Grade no. 1 standard. Pursuant to this section, replanting will be required of any tree that is deemed unacceptable by the Town.

(b) No building permit for development and/or exterior construction shall be approved unless it is found to comply with the planting of official, approved street trees within the adjacent swale and median in conformity with the Town's adopted "Beautification Master Plan" and "Tree Management Plan" and under the Town's supervision.

(1) Exterior construction, for purposes of this section shall mean any new construction, addition or substantial improvement to the existing structure, as defined by Florida Building Code.

(2) All requests for permits, as defined above, shall require a tree disposition survey prepared by a professional surveyor, or, if unfeasible, an initial inspection of the existing plant material both within the property and adjacent swales and medians with corresponding fees associated.

(3) Relief from this section may be provided through the public hearing variance process, as provided in Article III.

(c) All tree removals shall comply with Chapter 42 of the Town of Miami Lakes Code of Ordinances, as may be amended from time to time.

Section 13.1711. – Purpose and Intent

It is the intent of this division to establish minimum landscape standards for the Town of Miami Lakes that enhance, improve and maintain the quality of the landscape, and to:

(A) Promote Florida Friendly landscaping principles through the use of drought-tolerant plant species, grouping of plant material by water requirements, the use of irrigation systems that conserve the use of potable and non-potable water supplies and restrictions on the amount of lawn areas. Florida Friendly landscape principles also promote planting the right plant in the right place and appropriate fertilization and mulching.

(B) Use landscape material, specifically street trees, to visually define the hierarchy of roadways, and to provide shade and a visual edge along roadways.

(C) Prevent the destruction of the community's existing tree canopy and promote its expansion.

(D) Provide for the preservation of existing natural forest communities and specimen sized trees in conformance with Miami Dade County Section 24-60, as may be amended from time to time; re-establish native habitat where appropriate and encourage the appropriate use of native plant material in the landscape.

(E) Promote the use of trees and shrubs for energy conservation by encouraging cooling through the provision of shade and the channeling of breezes, thereby helping to offset global warming and local heat island effects through the added absorption of carbon dioxide and reduction of heat islands.

(F) Contribute to the processes of air movement, air purification, oxygen regeneration, ground water recharge, and stormwater runoff retention, while aiding in the abatement of noise, glare, heat, air pollution and dust generated by major roadways and intense use areas.

(G) Improve the aesthetic appearance of commercial, industrial and residential development through the use of plant material, thereby protecting and increasing property values within the community, and protecting designated historic landscapes.

(H) Reduce the negative impacts of exotic pest plant species and prohibit the use of noxious exotic plants which invade native plant communities.

(I) Promote the use of trees to protect and buffer the effects of high winds on structures.

(J) Promote the concept of planting the right tree or plant in the right place to avoid problems such as clogged sewers, cracked sidewalk and power services interruptions.

Section 13.1712 – Definitions.

The definitions contained in Chapters 1, 13, and 42 of the Code of the Town of Miami Lakes shall apply to this chapter except as otherwise changed herein:

Accessways: The maximum width of an accessway through the perimeter landscaped strip to an off-street parking or other vehicular use area shall be determined according to the Public Works Manual, Part I, Standard Details. No more than one (1) two-way accessway shall be permitted or any street frontage up to one hundred (100) lineal feet or no more than two (2) one-way accessways shall be permitted for any street frontage up to one hundred (100) lineal feet, such standards to be applicable to any property under one (1) ownership. Where such ownership involves over one hundred (100) feet of street frontage, one (1) additional two-way or two (2) additional one-way drives may be permitted for each additional one hundred (100) feet of frontage or major fraction thereof. The balance of such street frontage not involved with accessways shall be landscaped in accordance with the provisions of this chapter.

ANSI A300 Standards: Industry-developed standards of practice for tree care. Acronym for American National Standards Institute.

Automatic irrigation system: An irrigation system with a programmable controller or timing mechanism.

Bona fide agricultural activities: Land used for the growing of food crops, nurseries for the growing of landscape material, the raising of livestock, horse farms, and other good faith agricultural uses, except any portion of the property not eligible for agricultural exemption.

Buffer, perimeter landscape: An area of land which is set aside along the perimeter of a parcel of land in which landscaping is required to provide an aesthetic transition between different land uses and to eliminate or reduce the adverse environmental impact, and incompatible land use impacts.

Caliper: For trees under four (4) inches in diameter, the trunk diameter measured at a height of six (6) inches above natural grade. For trees four (4) inches and greater in diameter, the trunk diameter measured at twelve (12) inches above natural grade.

Clearance pruning: Pruning required to avoid damage or danger related to structures, power distribution and property, as defined in the current ANSI A300 Standards.

Colonnade: A roof or building structure, extending over the sidewalk, open to the street and sidewalk, except for supporting columns or piers.

Common open space: Area required as open space under Chapter 13 for various zoning districts.

Controlled plant species: Those plant species listed in the Landscape Manual which tend to become nuisances because of their ability to invade proximal native plant communities or native habitats, but which, if located and cultivated properly may be useful or functional as elements of landscape design.

Diameter at breast height (DBH): Diameter of a tree's trunk measured at a height four and one-half (4.5) feet above natural grade. In the case of multiple-trunk trees, the DBH shall mean the sum of each trunk's diameter measured at a height of four and one-half (4.5) feet above natural grade.

Differential operation schedule: A method of scheduling an irrigation system to apply different quantities of water, and/or apply water at different frequencies as appropriate, for different hydrozones.

Dissimilar land uses: Proximate or directly associated land uses which are contradictory, incongruous, or discordant such as higher intensity residential, commercial or industrial uses located adjacent to lower intensity uses.

Drip line: An imaginary vertical line extending from the outermost horizontal circumference of a tree's branches to the ground.

Duplex dwelling: A residence building designed for or used as the separate homes or residences of two (2) separate and distinct families but having the appearance of a single-family dwelling house. Each individual unit in the duplex shall comply with the definition for a one-family dwelling.

Emitters: Devices which are used to control the discharge of irrigation water from lateral pipes.

Existing development: Shall mean a site with structures that were legally approved through the issuance of a certificate of use and occupancy or a certificate of completion as of the effective date of this chapter.

Energy conservation zone: A zone located no more than twenty-two (22) feet from a structure in a one hundred eighty (180) degree band from due east of the northeast point of the structure, to due south, to due west of the northwest point of the structure.

Environmentally Endangered Lands: Lands that contain natural forest, wetland or native plant communities, rare and endangered plants and animals, endemic species, endangered species habitat, a diversity of species, outstanding geologic or other natural features, or land which functions as an integral and sustaining component of an existing ecosystem.

Facultative: Plants with a similar likelihood of occurring in both wetlands and uplands, which are not recognized indicators of either wetland or upland conditions.

Florida Friendly Landscaping: Practices, materials or actions developed by the Florida Yards and Neighborhood Program that help to preserve Florida's natural resources and protect the environment.

Florida Yards and Neighborhood Program: Is a partnership of the University of Florida/Institute of Food and Agricultural Sciences, Florida's water management districts, the Florida Department of Environmental Protection, the National Estuary Program, the Florida Sea Grant College Program and other agencies, managed locally by the Miami-Dade Cooperative Extension Division of the Consumer Services Department.

Forbs: Herbaceous plants other than grasses.

Geologic feature: A natural rock or mineral formation.

Graywater: That portion of domestic sewage emanating from residential showers, residential baths, residential bathroom washbasins, or residential clothes washing machines.

Ground cover: A dense, extensive growth of low-growing plants, other than turfgrass, normally reaching an average maximum height of not more than twenty-four (24) inches at maturity.

Hatrack: To flat-cut the top of a tree, severing the leader or leaders, or the removal of any branch three (3) inches or greater in diameter at any point other than the branch collar.

Hazard pruning: The removal of dead, diseased, decayed, or obviously weak branches two (2) inches in diameter or greater.

Heat island: An unnaturally high temperature microclimate resulting from radiation from unshaded impervious surfaces.

Hedge: A landscape barrier consisting of a continuous, dense planting of shrubs, not necessarily of the same species.

Herbaceous plant: A plant having little or no woody tissue.

Hydromulch: A sprayed application of seed, mulch and water.

Hydrozone: A zone in which plant material with similar water needs are grouped together.

Included bark: Bark that is embedded in a crotch between a branch and trunk or between co-dominant stems, causing a weakened structure.

Irrigation detail: A graphic representation depicting the materials to be used and dimensions to be met in the installation of the irrigation system.

Irrigation plan: A plan drawn at the same scale as the landscape plan, indicating location and specification of irrigation system components and other relevant information as required by this chapter.

Irrigation system: A system of pipes or other conduits designed to transport and distribute water to keep plants in a healthy and vigorous condition.

Landscape feature: Trellis, arbor, fountain, pond, garden sculpture, garden lighting, decking, patio, decorative paving, gazebo, and other similar elements.

Landscape material: Plants such as grass, ground cover, forbs, shrubs, vines, hedges, trees and non-living material such as rocks, pebbles, sand, mulch, or pervious decorative paving materials.

Landscape plan: A plan indicating all landscape areas, stormwater retention/detention areas, areas which qualify to be excluded from maximum permitted lawn area, existing vegetation to be retained, proposed plant material, landscape legend, landscape features, planting specifications, and details, and all other relevant information in compliance with this chapter.

Lawn area: An area planted with lawn grasses.

Manual irrigation system: An irrigation system in which control valves and switches are manually operated rather than operated by automatic controls.

Mixed use: A mixture of land uses such as provided in Traditional Neighborhood Development (TND), Planned Area Development (PAD), and Planned Development (PD).

Moisture and rain sensor switches: Devices which have the ability to switch off an automatic irrigation controller after receiving a predetermined amount of rainfall or moisture content in the soil.

Mulch: Materials customarily used in landscape design to retard erosion, weed infestation, and retain moisture and for use in planting areas.

Multifamily residential development: Any residential development other than attached or detached single-family or duplex.

Multiple single-family developments: Attached and detached single-family developments that are planned as a total project and not as a single-family unit on a single lot.

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

Native plant species: Plant species with a geographic distribution indigenous to all or part of Miami-Dade County. Plants which are described as being native to Miami-Dade County in botanical manuals such as, but not limited to, "A Flora of Tropical Florida" by Long and Lakela, are native plant species within the meaning of this definition. Plant species which have been introduced into Miami-Dade County by man are not native plant species.

Native plant community: A natural association of plants dominated by one (1) or more prominent native plant species, or a characteristic physical attribute.

Natural Forest Community: All assemblages of vegetation designated as Natural Forest Communities on the Miami-Dade County Natural Forest Community Maps and approved by the Board of County Commissioners, pursuant to Resolution No. R-1764-84 and further defined in Section 24-5 of the Miami-Dade County Code.

Net lot area: For the purpose of this chapter, net lot area shall be the area within lot boundaries of all lands comprising the site. Net lot area shall not include any portion of the abutting dedicated streets, alleys, waterways, canals, lakes or any other such dedications.

One family dwelling: A private residence building used or intended to be used as a home or residence in which all living rooms are accessible to each other from within the building and in which the use and management of all sleeping quarters, all appliances for sanitation, cooking, ventilating, heating or lighting are designated for the use of one (1) family only.

Overhead irrigation system: A high pressure, high volume irrigation system.

Planting detail: A graphic representation of the plant installation depicting the materials to be used and dimensions to be met in the placement of plants and other landscape materials.

Prohibited plant species: Those plant species listed in the Miami-Dade Landscape Manual which are demonstrably detrimental to native plants, native wildlife, ecosystems, or human health, safety, and welfare.

Shrub: A self-supporting woody perennial plant normally growing to a height of twenty-four (24) inches or greater, characterized by multiple stems and branches continuous from the base.

Site plan: A comprehensive plan drawn to scale indicating appropriate site elevations, roadways, and location of all relevant site improvements including structures, parking, other paved areas, ingress and egress drives, landscaped open space and signage.

Specimen tree: A tree with any individual trunk which has a DBH of eighteen (18) inches or greater, but not including the following:

- (1) All trees listed in Section 24-49(4)(f);
- (2) Non-native fruit trees that are cultivated or grown for the specific purpose of producing edible fruit, including, but not limited to, mangos, avocados, or species of citrus;
- (3) Non-native species of the genus Ficus, and
- (4) All multi-trunk trees in the palm family, except Acoelorrhaphe wrightii and Phoenix reclinata which have a minimum overall height of fifteen (15) feet.

Spray head: An irrigation device which applies water to the soil or plant surface by fixed spray or mist nozzles.

Sprinkler head: a sprinkler head that provides aboveground or overhead irrigation.

Stabilized lawn area: An area of ground underlain with structural support in the form of grass pavers or stabilized soil prepared to withstand the load of intended vehicular use, such as automobiles, fire trucks and garbage trucks.

Stormwater retention/detention area: An area designed, built and used for temporary storage of stormwater. For purposes of this chapter, these areas are intended to be permanently exempt from wetland regulations.

Street Tree Master Plan: A greenprint for Miami-Dade County as adopted by the Board of County Commissioners on March 6, 2007 as may be amended from time to time.

Tree abuse: Tree abuse shall include:

(1) Damage inflicted upon any part of a tree, including the root system, by machinery, construction equipment, cambium layer penetration, storage of materials, soil compaction, excavation, chemical application or spillage, or change to the natural grade.

(2) Hatracking.

(3) Girdling or bark removal of more than one-third (1/3) of the tree diameter.

(4) Tears and splitting of limb-ends or peeling and stripping of bark resulting from improper pruning techniques not in accordance with the current ANSI A300 Standards.

Tree canopy: The aerial extent of the branches and foliage of a tree as defined by the drip line.

Temporary irrigation systems: A system including surface distribution elements (hose, pipe, etc.) which may be easily removed when landscape is established.

Understory: The complex of woody, fibrous, herbaceous and graminoid plant species that are typically associated with a natural forest community, native plant community, or native habitat.

Vegetation required to be preserved by law: Portions of a site, including but not limited to specimen trees, natural forest communities and native vegetation which are clearly delineated on site plans, plats, or recorded restrictions, or in some other legally binding manner that are to be protected from any tree or understory removal or effective destruction and maintained without any development.

Vegetation survey: A drawing provided at the same scale as the landscape plan which includes relevant information as required by this chapter.

Vehicular use area: A hard surface area designed or used for off-street parking and/or an area used for loading, circulation, access, storage, including fire trucks, garbage trucks, or display of motor vehicles.

Vine: A plant with a flexible stem which normally requires support to reach mature form.

Section 13.1713. – Plans Required

(A) General. Landscape plan(s) shall be approved by the Zoning Official and, where required pursuant to this section, an irrigation plan shall be approved by the Building Department, prior to the issuance of any building permit or paving for new parking areas or expansion of existing parking areas.

(B) Landscape plans.

(1) Owner - builder single-family or duplex dwelling: Landscape plan(s) submitted for new one (1) family or duplex dwellings may be in the form of a plot plan or drawing prepared by the owner or the owner's representative, provided however, developments,

requiring site plan approval pursuant to administrative site plan review or public hearing by Chapter 13 shall meet the requirements of subsection (2) below and Chapter 481, Florida Statutes.

(2) All other development: The landscape plan for development other than provided for in subsection (1) above, shall be prepared by, and bear the seal of, a landscape architect licensed to practice in the State of Florida, or by persons authorized by Chapter 481, Florida Statutes, to prepare landscape plans or drawings. Preliminary landscape plans shall be provided as part of the submission for site plan approval and shall:

(a) Be drawn to scale and include property boundaries, north arrow, graphic scale, and date.

(b) Include a vegetation survey, including an aerial photograph which outlines the subject site, provided at the same scale as the landscape plan.

(c) Delineate existing and proposed structures, parking spaces, accessways and other vehicular use areas, sidewalks, utilities, easements, height and voltage of power lines on the property or adjacent property.

(d) Indicate the common and scientific name and quantity of plants to be installed using "Landscape Legend" code format as prescribed by the Director of the Department of Planning and Zoning.

(e) Identify all landscape features and non-living landscape materials.

(f) Show all areas of vegetation required to be preserved by law, including but not limited to trees, specimen trees, native plant species, Natural Forest Communities, native habitats and wetlands.

(g) Illustrate geologic, historic and archeological features to be preserved.

(h) Depict stormwater retention/detention areas and areas excluded from maximum permitted lawn area.

(i) Document zoning district, net lot area, required open space, and maximum permitted lawn area.

(j) Show building coverage and the location and dimension of greenbelt and water areas proposed for business and industrial zones, if required by Chapter 33.

(k) Complete "Preparer's Certification of Landscape Compliance."

(3) Final landscape plans submitted for permit shall include all of the above, as well as the following:

- (a) A fully completed, permanently affixed "Landscape Legend" as prescribed by the Director of the Department of Planning and Zoning.
- (b) Critical layout dimensions for trees, plant beds and landscape features.
- (c) Method(s) to protect and relocate trees and native plant communities during construction.
- (d) Planting details and specifications.
- (e) Irrigation plans, as required by the zoning district.
- (f) Irrigation details and specifications, as required above.
- (g) Notarized "Preparer's Certification of Landscape Compliance" at time of final inspection."

(C) Vegetation survey. A vegetation survey shall be provided for all sites at the same scale as the landscape plan. The vegetation survey shall be accompanied by an aerial photograph which outlines the subject site without obscuring its features. Surveys shall be verified by the Administrative Official and shall provide the following information:

- (1) The accurate location and graphic representation, in relation to existing development, of all existing trees of a minimum two-inch DBH or ten-foot height or, for native trees, of a minimum one and one-half (1½) DBH or eight-foot height, including those which are proposed to be removed, relocated or preserved on site in accordance with the requirements of this Division.
- (2) The boundaries of any native habitat, native plant community, native plant species, and/or Natural Forest Community and associated understory that exists on site, as determined by the Department of Environmental Resources Management.
- (3) A table showing the following information:
 - (a) The scientific and common name of each tree, each of which shall be numbered.
 - (b) The diameter at breast height (DBH) of each tree, or if a multiple trunk tree, the sum DBH for all trunks.
 - (c) An estimate of the height, canopy cover, and physical condition of each tree, and whether specimen tree(s) exist on site.

(D) Irrigation plans. An irrigation plan shall be submitted if a sprinkler system is required by this Division, Chapter 13 or where an irrigation system is to be provided regardless of code

requirements. Where a landscape plan is required, an irrigation plan shall be submitted concurrently.

(1) For a new one-family or duplex dwelling the irrigation plan may be indicated on a plot plan or a separate drawing prepared by the owner or the owner's agent indicating area(s) to be irrigated, location and specifications of lines and heads and pump specifications.

(2) All other development other than those provided in a subsection (1) above shall:

(a) Be drawn on a base plan at the same scale as landscape plan(s).

(b) Delineate landscape areas, major landscape features, and hydrozones.

(c) Delineate existing and proposed structures, parking areas or other vehicular use areas, access aisles, sidewalks, driveways, the location of utilities and easements, and similar features,

(d) Include water source, design operating pressure and flow rate per zone, total volume required for typical depths of application, and application rate.

(e) Include locations of pipes, controllers, valves, sprinklers, back flow prevention devices, rain switches or soil moisture sensors, and electrical supply.

(f) Irrigation details.

Sec. 13.1714. - Tree removal and preservation.

Tree removal permits or natural forest community vegetation removal permits are required prior to the removal of trees, specimen trees, or any vegetation in a natural forest community, respectively, pursuant to Chapter 42 of this Code of Ordinances.

Sec. 13.1715. - Minimum standards.

The following standards shall be considered minimum requirements unless otherwise indicated:

(A) Lawn area (turf).

(1) Grass areas shall be planted in species well adopted to localized growing conditions in Miami-Dade County. Grass areas may be sodded, plugged, sprigged, hydromulched, or seeded except that solid sod shall be used in swales or other areas subject to erosion. In areas where other than solid sod or grass seed is used, overseeding shall be sown for immediate effect and protection until coverage is otherwise achieved.

(2) Exclusions from maximum permitted lawn areas:

- (a) Stabilized grassed area used for parking;
 - (b) Grassed areas designated on landscape plans and actively used for sports, playgrounds or picnic areas;
 - (c) Grassed areas in the right-of-way;
 - (d) Stormwater retention/detention areas planted in grasses which are very drought tolerant, as referenced in the Landscape Manual, as well as tolerant to wet soils.
- (3) The maximum amount of lawn area for residential and mixed uses shall be limited to a maximum of sixty (60) percent of the landscaped open space required. Lawn areas in rear yards of single-family, zero lot, duplex and townhome developments may substitute natural lawn material with artificial turf in accordance with the provisions of Sec. 13.1717. Lawn areas in commercial, office and industrial zones shall be limited to a maximum of twenty (20) percent of the open space required. Very drought tolerant grasses and low growing native plant species, including grasses and forbs, as referenced in the Landscape Manual, may be used as groundcover beyond the maximum permitted grass area.
- (B) Irrigation.
 - (1) All newly-planted and relocated plant material shall be watered by temporary or permanent irrigation systems until such time as they are established and subsequently on as-needed basis to prevent stress and die-off in compliance with existing water use restrictions.
 - (2) Irrigation shall be prohibited within native plant communities and natural forest communities, except for temporary systems needed to establish newly planted material. Temporary irrigation systems shall be disconnected immediately after establishment of plant communities.
 - (3) Irrigation systems shall be designed, operated and maintained to:
 - (a) Meet the needs of all the plants in the landscape.
 - (b) Conserve water by allowing differential operation schedules based on hydrozone.
 - (c) Consider soil, slope and other site characteristics in order to minimize water waste, including overspray or overflow on to impervious surfaces and other non-vegetated areas, and off-site runoff.
 - (d) Minimize free flow conditions in case of damage or other mechanical failure.
 - (e) Use low trajectory spray heads, and/or low volume water distributing or application devices.
 - (f) Maximize uniformity, considering factors such as:

- (1) Emitters types,
- (2) Head spacing,
- (3) Sprinkler pattern, and
- (4) Water pressure at the emitter.

(g) Use the lowest quality water feasible (graywater shall be used where approved systems are available).

(h) Rain switches or other devices, such as soil moisture sensors, shall be used with automatic controls to operate only during hours and on days permitted under Chapter 32 of the Code of Miami-Dade County.

(i) Where feasible, drip irrigation or micro-sprinklers shall be used.

(4) During dry periods, irrigation application rates of between one (1) and one and one-half (1½) inches per week are recommended for turf areas.

(5) If an irrigation system is not provided, a hose bib shall be provided within seventy-five (75) feet of any landscape area.

(C) Trees.

(1) Tree size. All trees, except street trees, shall be a minimum of ten (10) feet high and have a minimum caliper of two (2) inches at time of planting except that thirty (30) percent of the tree requirement may be met by native species with a minimum height of eight (8) feet and a minimum caliper of one and one-half (1½) inches at time of planting.

(2) Street tree size and spacing. Street trees shall be of a species typically grown in Miami-Dade County which normally mature to a height of at least twenty (20) feet. Street trees shall have a clear trunk of four (4) feet, an overall height of twelve (12) feet and a minimum caliper of two (2) inches at time of planting, and shall be provided along all roadways at a maximum average spacing of thirty-five (35) feet on center, except as otherwise provided in this chapter. Street trees are not required when a colonnade open to the public is located within four (4) feet of the edge of the roadway. The thirty-five (35) foot average spacing requirement for multiple single-family units such as zero-lot-line and townhouse shall be based on the total lineal footage of roadway for the entire project and not based on individual lot widths. Street trees shall be placed within the swale area or shall be placed on private property where demonstrated to be necessary due to right-of-way obstructions as determined by the Public Works Department or the appropriate authority within the municipality. Street trees planted along private roadways shall be placed within seven (7) feet of the edge of roadway pavement and/or where present within seven (7) feet of the sidewalk.

(3) Power lines. Where the height and location of overhead powerlines requires the planting of low growing trees, street trees shall have a minimum height of eight (8) feet, a minimum caliper of one and one-half (1½) inches at time of planting, and shall meet the following requirements:

(a) Single trunk trees clear of lateral branches to four (4) feet and/or multi-trunk trees or tree/shrubs, as referenced in Miami-Dade Landscape Manual, cleared of foliage to a height of four (4) feet.

(b) A maximum average spacing of twenty-five (25) feet on center.

(c) Maturing to a height and spread not encroaching within five (5) feet of overhead power distribution lines.

(d) Under high voltage (50kV and above) transmission lines installed independent of underbuilt distribution lines, tree height and spread shall not exceed the minimum approach distances specified in the current ANSI (American National Standards Institute) Z133.1 Standards, as referenced in the Landscape Manual.

(4) Palms. Palms which meet all of the following requirements shall count as a required street tree on the basis of one (1) palm per tree.

(a) Minimum canopy of fifteen (15) feet at maturity.

(b) Provided at an average maximum spacing of twenty-five (25) feet on center.

(c) Fourteen-foot minimum overall height or minimum caliper of four (4) inches at time of planting.

It is provided however that queen palms (Syagrus romanzoffiana) shall not be allowed as street trees.

(5) Minimum number of trees. The minimum number of required trees, in addition to street trees, is referenced in Table A.

<u>LAND USE OR ZONING DISTRICT</u>	<u>NUMBER OF TREES REQUIRED</u>	
	<u>Per Acre of Net Lot Area</u>	<u>Per Lot</u>
<u>SINGLE FAMILY RESIDENTIAL AND DUPLEX</u>	<u>=</u>	<u>3</u>
<u>TOWN HOUSE</u>	<u>28</u>	<u>=</u>

<u>MULTI-FAMILY RESIDENTIAL</u>	<u>28</u>	=
<u>OFFICE</u>	<u>28</u>	=
<u>COMMERCIAL</u>	<u>22</u>	=
<u>INDUSTRIAL</u>	<u>22</u>	=
<u>All Other Zoning Districts</u>	<u>28</u>	=

(6) Grassed areas that are to be used for organized sports such as football and soccer or other similar sports or playgrounds, that are clearly identified on a landscape plan shall not be counted toward calculating tree requirements.

(7) Trees shall be planted to provide shade to residential structures of a height of thirty-five (35) feet or less. At least two (2) required lot trees shall be positioned in the energy conservation zone as defined herein. All exterior air conditioning units, except for air conditioning units placed on the roof, shall be shaded by trees and/or shrubs as referenced in the Landscape Manual.

(8) Palms of a ten-foot minimum overall height or minimum caliper of three (3) inches at time of planting shall count as a required tree on the basis of two (2) palms-per tree, except as provided herein for palms used as of street trees. No more than thirty (30) percent of the minimum tree requirements may be met by palms.

(9) Existing trees required by law to be preserved on site and that meet the requirements of Section 13.1715 (C), may be counted toward fulfilling the minimum tree requirements.

(10) Prohibited and controlled tree species shall not be counted toward fulfilling minimum tree requirements. Prohibited trees shall be removed from the site.

(11) Of the required trees at least:

(a) Thirty (30) percent shall be native species; and

(b) Fifty (50) percent shall be low maintenance and drought tolerant; and

(c) No more than thirty (30) percent shall be palms.

(12) Eighty (80) percent of the trees shall be listed in the Miami-Dade Landscape Manual, the Miami-Dade Street Tree Master Plan and/or the University of Florida's Low-Maintenance Landscape Plants for South Florida list.

(13) In order to prevent adverse environmental impacts to existing native plant communities, cabbage palms (Sabal palmetto) that are harvested from the wild shall not be used to satisfy minimum landscaping requirements. Only existing cabbage palms, which are rescued from government approved donor sites, transplanted within the site, or commercially grown from seed shall be counted towards the minimum tree and native plant requirements.

(14) When trees are planted within the right-of-way, the owners of land adjacent to the areas where street trees are planted must maintain those areas including the trees, plants and sod, using pruning methods specified in this Code. A covenant executed by those owners is required, or a special taxing district must be created to maintain these areas. Where the Administrative Official determines that the planting of trees and other landscape material is not appropriate in the public right-of-way, they may require that said trees and landscape material be placed on private property.

(15) Consideration shall be given to the selection of trees, plants and planting site to avoid serious problems such as clogged sewers, cracked sidewalks, and power service interruptions.

(D) Shrubs.

(1) All shrubs shall be a minimum of eighteen (18) inches in height when measured immediately after planting. Shrubs shall be provided at ratio of ten (10) per required tree. Of the provided shrubs at least:

(a) Thirty (30) percent shall be native species; and

(b) Fifty (50) percent shall be low maintenance and drought tolerant; and

(c) Eighty (80) percent shall be listed in the Miami-Dade Landscape Manual, the Miami-Dade Street Tree Master Plan and/or the University of Florida's Low-Maintenance Landscape Plants for South Florida list.

(2) When used as a visual screen, buffer, or hedge, shrubs shall be planted at a maximum average spacing of thirty (30) inches on center or if planted at a minimum height of thirty-six (36) inches, shall have a maximum average spacing of forty-eight (48) inches on center and shall be maintained so as to form a continuous, unbroken and solid visual screen within one (1) year after time of planting. Shrubs used as a buffer, visual screen, or hedge need not be of the same species.

(E) Vines. Vines shall be a minimum of twelve (12) inches in length immediately after planting and may be used in conjunction with fences, screens, or walls to meet physical barrier requirements as specified. Planting of perimeter walls with vines is recommended as a deterrent to painting of graffiti.

(F) Ground covers. Ground cover plants used in lieu of grass, in whole or in part, shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within one (1) year after planting.

(G) Mulch.

(1) Mulches shall be applied and maintained in accordance with the most recent edition of the Florida Yards and Neighborhoods Handbook titled "A Guide to Florida Friendly Landscaping" by the University of Florida, Institute of Food and Agricultural Sciences (UF/IFAS) and available online at <http://www.floridayards.org/landscape/FYN-Handbook.pdf>.

(2) Cypress mulch shall not be used because its harvest degrades cypress wetlands.

(H) Buffers between dissimilar land uses. Where dissimilar land uses exist on adjacent properties, and where such areas will not be entirely visually screened by an intervening building or structure from abutting property, that portion of such area not so screened shall be provided with a buffer consisting of a six (6) foot wall or fence with a life expectancy of at least ten (10) years, or shrubs which normally grow to a minimum height of six (6) feet. Where chain link fencing is used, shrubs shall also be required. Shrubs used as a buffer shall be a minimum of thirty (30) inches in height at time of planting, and shall be planted at a maximum average spacing of thirty-six (36) inches on center, or a minimum of thirty-six (36) inches in height at time of planting and planted at a maximum average spacing of forty-eight (48) inches on center. Said buffer shall form a continuous screen between the dissimilar land uses within one (1) year after planting. Buffers screening dissimilar uses shall include trees planted at a maximum average spacing of thirty-five (35) feet on center within a minimum five (5) foot landscaped strip.

(I) Parking lot buffers. All parking lots adjacent to a right-of-way or private street shall be screened by a continuous planting and/or three (3) foot high wall with a seven (7) foot landscaped strip incorporating said planting and/or wall on private property. Planting material at time of planting shall be either a minimum height of eighteen (18) inches with a maximum average spacing of thirty (30) inches on center, or a minimum height of thirty-six (36) inches with a maximum average spacing of forty-eight (48) inches on center.

(J) Landscaped areas in parking lots. Ten (10) square feet of landscaped area per parking space shall be provided within a parking lot. In order to maximize the distribution of shade, trees shall be planted throughout the interior of the parking lot at a minimum density of one (1) tree per eighty (80) square feet of landscaped area, exclusive of parking lot buffers. Planting areas for each tree shall have a minimum width of five (5) feet, exclusive of the curb dimension, and shall be planted or covered with other landscape materials. This requirement is in addition to any applicable required open space as provided in Chapter 13 of this Code of Ordinances.

(K) Plant quality.

(1) Plants installed pursuant to this Code shall conform to, or exceed, the minimum standards for Florida Number One as provided in the most current edition of "Grades and Standards for Nursery Plants, Part I and II," prepared by the State of Florida Department of Agriculture and Consumer Services.

(2) Trees installed pursuant to this Code shall have one (1) primary vertical trunk and secondary branches free of included bark up to a height of six (6) feet above natural grade.

(L) Stormwater retention/detention areas.

(1) Stormwater retention/detention areas shall be designed to maximize the perimeter dimension, where feasible.

(2) Stormwater retention/detention areas shall be planted throughout with native herbaceous facultative plants, with the following exceptions:

(a) In areas that are designated and actively used for play and/or picnic areas, overflow parking, or sports shall be planted with grasses which are very drought tolerant, as referenced in the Landscape Manual, as well as tolerant to wet soils.

(b) In areas where the minimum required stormwater retention capacity would be adversely affected.

(3) The minimum required number of native herbaceous facultative plants shall be one (1) plant per square foot of retention/ detention area, including the slope. Minimum required herbaceous plant container size shall be one and one-half (1½) inches, commonly, referred to as a liner. Sprigging, seeding, plugging, hydro-mulching or sodding with native herbaceous facultative plants grown from local seed sources may be used in lieu of liners. Herbaceous plants shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within one (1) year after planting.

(4) Native facultative trees or shrubs may be used in lieu of native herbaceous facultative plants, provided that the minimum required stormwater retention capacity is not adversely affected.

(M) All single-family and two-family residences shall comply with all sections of this division, and the following minimum standards.

(a) Trees. Each lot shall have a minimum of three (3) yard trees in addition to those planted in swale areas, one of which shall be planted within the front yard area and comply with the criteria listed below. Shade trees shall have a minimum diameter at breast height of two inches and a minimum height of twelve feet measured at time of planting.

1. Two palms of twelve-foot overall height or of a minimum caliper of three inches at time of planting may be substituted for only one of the three required shade trees.

2. For new development, front yard trees shall comply with the species list provided at Section 13-1701(i), and a minimum of at least one front yard tree shall be a hardwood.

3. Existing nonconforming properties which have legally permitted improvements that prevent them from complying with the minimum landscape standards shall be allowed to remain as is. However, where planting is possible within the front yard, it shall be required that the tree be chosen from subsection (9). The existing landscape area of nonconforming properties shall not be reduced any further. Relief from this section may be provided through an administrative variance.

(b) Landscaped areas shall comprise a minimum of 40 percent of the required front yard setback. A minimum of 50 percent of the balance of the total required rear and side setback areas for the main residence shall be landscaped. Landscaping can include all-natural native plant materials including grass, ground cover, flowers, shrubs, hedges and others including xeriscape. Gravel and decorative rocks may be used on 20 percent or less of the required landscaped areas in any setback. Lawn areas in rear yards of single-family, zero lot, duplex and townhome developments may substitute natural lawn material with artificial turf in accordance with the provisions of Sec. 13.1717. Impervious areas, including brick pavers set in sand, will not be considered landscaped.

(c) Shrubs. Each lot shall have, within the landscaped areas thereof, no less than ten shrubs of a minimum of 18 inches in height when measured immediately after planting, per required lot tree.

(d) Hedges.

1. Hedges shall not be permitted parallel to the front, side or rear street property line within the required front, side or rear street required yards except as provided in this section.

2. Within a required yard, a hedge shall include any plant grouping, parallel to a property line, that is greater than ten feet in length or which is less than ten feet from any other plant grouping. A plant grouping shall include, but not be limited to, plant materials such as, grasses, ground covers, shrubs, vines, trees and rocks.

3. In zero lot line developments, where a side and/or rear yard faces a street, a hedge shall be permitted, with a zero setback, along the required side and rear

yard property line facing a street, set back a minimum of 20 feet from the front property line. Any such hedge shall comply with the corner visibility requirements in Subsection (h).

4. In non-zero lot line developments, where a side and/or rear yard faces a street, a hedge shall be permitted, with a zero setback, along the required side and rear property line facing a street, provided that:

a. The property is located in one of the following two areas:

i. West of the Palmetto Expressway and north of NW 154th Street;
or

ii. West of the Palmetto Expressway, south of 154th Street and west of NW 87th Avenue.

b. The hedge shall be set back a minimum of 25 feet from the front property line.

c. Any such hedge shall comply with the corner visibility requirements in Subsection (8).

5. The maximum height of hedges located within a required yard, as may be otherwise allowed by this section, shall not exceed six feet with the following exceptions:

a. For waterfront properties, hedges located waterward of the top of the slope or tie line shall not exceed a height of two and one-half feet.

b. Hedges that are within a required street side yard or required rear yard along a street and facing arterial or collector roadways shall have a maximum height of ten feet. Hedges that are within a required street side yard or required rear yard along a street and facing a local street shall have a maximum height of eight feet. Hedges facing state roadways shall not have a height limit but must be maintained neat and trimmed.

c. Hedges along the side property lines within the required front yard shall not exceed a height of two and one-half feet.

d. Where a single family or two family property has a common lot line that is shared with a property that includes a single family or two family structure, the maximum hedge height along that common property line within the required interior and rear yard shall be eight feet; provided, however, the height limitation of hedges along a side property line within the required front yard as specified in Subsection (a)(4)e.3. shall apply.

e. Height between different districts. Where an RU District abuts another district, a hedge on the RU property may be erected or maintained on the common property line at the height permitted in the abutting district.

6. Hedges for waterfront properties.

a. Hedges along the side property lines shall not be permitted within ten feet of the water's edge. The water's edge is defined as the average high groundwater elevation.

b. Hedges shall not be permitted to be placed parallel to the water's edge waterward of the top of the slope.

c. Landscaping or hedges waterward of the top of slope but landward of the water's edge are allowed; however, hedges or plant groupings shall be placed no closer than ten feet from the water's edge. No hedge or plant groupings shall exceed two and one-half feet in height waterward of the top of the slope. Fences, wall[s] or rocks arranged to form a fence or wall or objects which restrict access or block views from adjacent properties are not permitted beyond the top of the slope toward the lake, or waterside of the survey tie line.

(e) All existing hedges that do not comply with the above regulations shall either be removed if no longer permitted or trimmed to comply with the maximum height requirements.

(f) All planted materials shall be maintained, trimmed and irrigated as required to maintain a neat and safe landscape environment. If any tree or plant which is being used to satisfy current landscaping requirements dies, such tree or plant shall be replaced with the same landscape material of the same size.

(N) Existing properties that comply with these regulations shall not be permitted to construct any improvement which would reduce the existing landscaped area below the minimum required by these regulations unless a variance to these regulations is granted.

(O) All other existing conforming properties shall not be permitted to construct any improvement which would reduce the existing landscaped area below the minimum required by these regulations unless a variance to these regulations is granted.

(P) Hatracking of trees shall be prohibited. Hatracking is defined as flat-cutting the top of a tree, severing the leader or leaders, or the removal of any branch three inches or greater in diameter at any point other than the branch collar.

(Q) The swale areas shall be maintained by the abutting property owner. No structures or improvements of any kind, with the exception of mailboxes approved by the United States Postal

Service, sod, annuals or perennials, driveway approaches and shade trees approved by the Town, shall be permitted within the swale areas.

(a) Trees planted in the swale area are the property of the Town and may not be removed or trimmed by the abutting property owner without approval of the Town.

(b) Requests for tree removal within the swale area shall be made pursuant to Article 42 of the Town's Code of Ordinances, as may be amended from time to time.

(R) Ornamental landscape features such as statues or fountains less than four feet high and decorative ponds less than 24 inches deep are permitted as accessory structures within any required yard.

(S) Corner visibility. No hedge, shrub or planting which obstructs sight lines at elevations between 2.5 and eight feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the outer edge of the paved streets extended and a line connecting them at points 25 feet from the intersection of the extended street lines. The same height sight-line limitations shall apply on any lot within ten feet from the intersection of a street right-of-way line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Waivers of the corner visibility requirements may be administratively approved by the Public Works Director.

Sec.13.1716 - List of approved shade trees. Trees denoted with "*" are native species.

(a) Hardwood Canopy Trees.

1. *Live Oak/Quercus virginiana.
2. Japanese Fern tree/Filicium decipiens.
3. *Gumbo Limbo/Bursera simaruba.
4. *Green Buttonwood/Conocarpus erectus.
5. Golden Shower/Cassia fistula.
6. Floss Silk/Chorisia speciosa.
7. Beauty Leaf/Calophyllum brasiliense.
8. *East Palakta Holly/Ilex Attenuata.
9. *Ironwood/Krugiodendron ferreum.
10. *Pigeon Plum/Coccoloba diversifolia.
11. * Wild Tamarind/Lysiloma latisliqua.
12. * Satin Leaf/Chrysophyllum oliveforme.
13. * Paradise tree/Simarouba glauca.
14. * Allspice tree/Pimenta dioica.
15. Golden Rain tree/Koelreuteria paniculate.
16. Pink Trumpet/Tabebuia heterophylla.
17. Jacaranda/Jacaranda mimosifolia.
18. Japanese blueberry/Elaeocarpus decipiens.

(b) Palm Trees.

1. Alexander Palm/Ptychosperma elegans.
2. Bismark Palm/Bismarkia nobilis.
3. Canary Island Date/Phoenix canariensis.
4. Hurricane Palm/Dictyosperma album.
5. *Paurotis Palm/Acoelorrhaphe wrightii.
6. * Sabal Palm/Sabal palmetto.
7. Senegal Island Date/Phoenix reclinata.
8. Red or Blue Latan/latania lontaroides.
9. Sylvestris Palm/Phoenix sylvestris.

Sec. 13.1717. - Artificial turf.

(a) The use and location of artificial turf shall be limited to the following:

- (1) The construction of non-city-owned athletic fields and playgrounds associated with a non-city-owned community center, park, school, or university;
- (2) As part of the construction of any nonresidential development;
- (3) On roof top terraces;
- (4) On residential lots in the rear setback and side setback three feet from any interior property line; or
- (5) In multifamily residential developments as part of a recreation or amenity area three feet from any interior property line.

(b) Artificial turf proposed under the provision of subsection (a) above shall only be installed upon approval of a zoning permit issued by the Zoning Official.

(c) In all areas of installation, artificial turf shall be treated as impervious surface area. The quantity of artificial turf to be incorporated into a project shall be limited by the maximum percentage of impervious surface for the subject property within the applicable zoning district.

(d) With the exception of those circumstances in which artificial turf is installed pursuant to subsection (a) above, artificial turf shall not be:

- (1) A part of any landscape buffers required by this article;
- (2) Visible from a road or street;
- (3) Installed within permanent drainage features (e.g., ponds, swales).

(e) Minimum material standards. All artificial turf shall comply with each of the following minimum standards:

(1) Artificial turf shall consist of green lifelike individual blades of grass that emulate natural turf in look and color.

(2) Where artificial turf is utilized for institutional recreational uses (e.g., playgrounds, athletic fields), the artificial turf product installed shall be designed for the intended use and meet the appropriate additional standards.

(3) Artificial turf installations shall have a minimum permeability of 30 inches per hour per square yard.

(4) All artificial turf shall have a minimum eight-year manufacturer's warranty that protects against color fading and a decrease in pile height.

(5) Artificial turf shall be lead free.

(6) All materials must include test documentation which declares that the artificial turf yarn and backing materials are disposable under normal conditions, at any U.S. landfill station (Total Content Leach Protocol (TCLP) test). Documentation must also be provided that identifies all components that are recyclable and all components that consist of recycled material.

(7) The use of indoor or outdoor plastic or nylon carpeting as a replacement for artificial turf or natural turf shall be prohibited.

(f) Installation, maintenance and repair.

(1) All artificial turf shall, at a minimum, be installed according to the manufacturer's specifications.

(2) All artificial turf installations shall be anchored to ensure that the turf will withstand the effects of wind.

(3) All seams shall be secured, and edges shall be trimmed to fit against all regular and irregular edges to resemble a natural look.

(4) If artificial turf is planned to be installed immediately adjacent to a seawall, the artificial turf shall be pinned or staked behind the seawall. No artificial turf or installation mechanism shall be attached directly to or placed on a seawall or seawall cap.

(5) Proper drainage shall be provided for all artificial turf installations to prevent excess runoff or pooling of water.

(6) Artificial turf shall be visually level, with the grain pointing in a single direction.

(7) An appropriate solid barrier device (e.g., concrete mow strip, bender board) is required to separate artificial turf from soil and live vegetation.

(8) Precautions for installation around existing trees shall be monitored and may be restricted to ensure tree roots are not damaged with the installation of the base material and that the overall health of the tree will not be compromised

(9) All artificial turf shall be maintained in a green fadeless condition and shall be maintained free of dirt, mud, stains, weeds, debris, tears, holes, and impressions. Maintenance shall include, but not be limited to cleaning, brushing, debris removal; repairing of depressions and ruts to maintain a visually-level surface; elimination of any odors, flat or matted areas, weeds, and invasive roots; and all edges of the artificial turf shall not be loose and must be maintained with appropriate edging or stakes.

(10) All artificial turf must be replaced if it falls into disrepair with fading or holes or loose areas. Replacement and/or repairs shall be done with like for like materials from the same manufacturer and done so in a manner that results in a repair that blends in with the existing artificial turf.

(g) An owner or applicant shall obtain a duly-authorized zoning permit from the Building and Zoning department prior to the installation of any artificial turf.

Sec. 13.1718. - Landscape plan review criteria.

All landscape plans shall be reviewed by the Zoning Official, and where existing trees or Natural Forest Communities or Environmentally Endangered Lands are involved, the Department of Environmental Resources Management. Landscape plans shall be reviewed in accordance with the following goals and objectives and the guidelines and illustrations provided in the Miami Dade Landscape Manual as well as the Guide to Florida-Friendly Landscaping provided by the Florida Yards and Neighborhoods Program:

(A) Landscape design shall enhance architectural features; relate structure design to the site; visually screen dissimilar uses and unsightly views; reduce noise, glare and heat gain from paved areas, major roadways and incompatible uses; strengthen important vistas and reinforce neighboring site design and architecture.

(B) Existing specimen trees, native vegetation (including canopy, understory, and ground cover) and Natural Forest Communities shall be preserved to the maximum extent possible and all requirements of Section 24-49 of the Code of Miami-Dade County shall be met. Preserved Natural Forest Community areas shall be deducted from the total area used to calculate minimum landscaping requirements. Native vegetation in these Natural Forest Community areas shall not be used to satisfy minimum landscape requirements.

(C) In order to conserve water, reduce maintenance, and promote plant health, plant species shall be selected and installed based on their water needs, growth rate and size, and resource inputs. Plants with similar water needs shall be grouped in hydrozones. Adequate growth area, including rooting space, based on natural mature shape and size shall be provided for all plant materials.

(D) The plan shall include the use of native plant species in order to reestablish an aesthetic regional quality and take advantage of the unique diversity and adaptability of native species to the environmental conditions of South Florida. Where feasible, the re-establishment of native habitats shall be incorporated into the landscape plan.

(E) Trees and shrubs shall be planted in the energy conservation zone where feasible, in order to reduce energy consumption by shading buildings and shall be used to reduce heat island effects by shading paved surfaces.

(F) Street trees shall be used to shade roadways and provide visual order. Where feasible, selected species shall be used to establish a road hierarchy by defining different road types.

(G) Special attention shall be given to the use of appropriate species located under, or adjacent to overhead power lines, and near native plant communities and near underground utility lines. Adequate growth area shall be provided for all plant materials.

(H) Landscaping shall be designed in such a way as to provide safe and unobstructed views at intersections of roadways, driveways, recreational paths and sidewalks in accordance with Section 33-11 of the Code.

(I) Historic landscapes and landscape features designated by local, State or federal governments shall be preserved.

Sec. 13.1719. - Preparer's certification of landscape compliance.

(A) A preparer's Certification of Landscape Compliance bearing the original letterhead of the designing firm and licensing number shall be submitted to and approved by the Department of Planning and Zoning prior to issuance of any final Certificate of Use and Occupancy or Certificate of Completion. The preparer's Certification of Landscape Compliance shall contain a statement, signed and sealed by the landscape architect or by person(s) authorized to prepare plans by Chapter 481, Florida Statutes, who prepared the approved plans, that the landscape and irrigation plans have been implemented and that all requirements of this chapter have been met. Any changes or substitutions to the approved plan shall be approved by the original designing firm prior to the implementation of said changes and substitutions. All changes or substitutions to the approved plan shall be noted on all copies. Changes and substitutions of plant material shall be of similar quality, quantity and size, as originally approved and shall be in compliance with the intent and requirements of his chapter.

(B) For a new single-family, duplex residence on its own lot or applicable existing development, the owner or owner's agent may certify in writing that landscape and irrigation have been installed according to approved plan(s).

(C) The Department of Building and Zoning shall have the right to inspect all projects for compliance prior to issuance of a Certificate of Use and Occupancy or Certificate of Completion.

(D) Town projects are not required to establish a Preparer's Certification of Landscape Compliance procedure.

Sec. 13.1720. - Landscape maintenance.

(A) An owner is responsible to ensure that landscaping required to be planted pursuant to this chapter, or the ordinances which were in effect prior to the effective date of this chapter, is:

(1) Installed in compliance with the Landscape requirements;

(2) Maintained as to present a healthy, vigorous, and neat appearance free from refuse and debris; and

(3) Sufficiently fertilized and watered to maintain the plant material in a healthy condition.

(B) If any tree or plant dies which is being used to satisfy current landscape code requirements, such tree or plant shall be replaced with the same landscape material or an approved substitute.

(C) Trees shall be pruned in the following manner:

(1) All cuts shall be clean, flush and at junctions, laterals or crotches. All cuts shall be made as close as possible to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub.

(2) Removal of dead wood, crossing branches, weak or insignificant branches, and sucker shall be accomplished simultaneously with any reduction in crown.

(3) Cutting of lateral branches that results in the removal of more than one-third (1/3) of all branches on one (1) side of a tree shall only be allowed if required for hazard reduction or clearance pruning.

(4) Lifting of branches or tree thinning shall be designed to distribute over half of the tree mass in the lower two-thirds (2/3) of the tree.

(5) No more than one-third (1/3) of a tree's living canopy shall be removed within a one (1) year period.

(6) Trees shall be pruned according to the current ANSI A300 Standards and the Landscape Manual.

Sec. 13.1721. - Prohibitions.

(A) Prohibited plant species. Prohibited species shall not be planted and shall be removed from any site which is subject to the requirements of this chapter.

(B) Controlled plant species. Controlled species shall not be planted within five hundred (500) feet of a Natural Forest Community or native habitats as defined herein.

(C) West Indian Mahogany. West Indian Mahogany, Swietenia mahagoni, shall not be planted within five hundred (500) feet of a rockland hammock or pine rockland.

(D) Tree abuse. Tree abuse is prohibited. Abused trees shall not be counted toward fulfilling the minimum tree requirements.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Driveways and Curb Cuts in Lots Less Than 50 Feet Wide

Date: March 9, 2020

Recommendation:

Staff recommends approval of the ordinance permitting driveways and continuous curb cuts up to 60% of the lot width in single-family lots less than 50 feet in width.

Background:

At the January 21, 2020, Town Council meeting, a New Business item was introduced directing staff to explore the width of curb cuts in properties within the RU1-Z districts, also known as Zero Lot Properties. The current Town code allows either a single 20-foot curb cut or a circular driveway with two curb cuts that add up to a maximum of 30 feet, with no single curb cut wider than 20 feet. The code also provides that a maximum 60% of the required front yard may be paved (including pavers set in sand).

Zero-lot properties, have the distinction of allowing one side of the home to have a zero “0” or no setback, provided the other side of the home maintains a four-foot maintenance and drainage easement, upon which no structure or paving may be built. With respect to all zero lot properties, the aforementioned 4-foot drainage easement was created and designated during the Plat Process and cannot be modified by Town Ordinance. Of significance, the lots are rather narrow (as narrow as 45 feet) which makes circular driveways impractical.

It is important to note that a few residents residing in the Zero-Lot Properties have expressed concerns regarding existing driveways that are larger than allowed by current code. Some neighbors have attempted to obtain building permits for new driveways, after improvements to the sidewalks in the area made new curb cuts necessary. During the permitting process they have learned that their configuration does not conform to our Code. When an existing structure (such as a paved area) is found to be non-conforming, an attempt is made to establish whether the structure was allowed via site-plan, via a permit under a different code (like Miami-Dade County) or via a variance. Unfortunately, the legality of these paved areas cannot be established.

The attached report and ordinance reflect Town Council direction to staff to provide some regulatory relief to zero-lot line properties regarding driveways. Staff recommends expanding the regulation to all single-family properties with lots less than 50 feet in width.

On March 3, 2020, the Planning Board in their capacity as the Local Planning Agency, recommended to approve the ordinance as presented.

Attachments:

Ordinance
Staff Report

ORDINANCE NO. 20_____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO DRIVEWAYS IN RESIDENTIAL DISTRICTS ; AMENDING CHAPTER 13, “LAND DEVELOPMENT CODE”, AT ARTICLE V, “ALLOWABLE ENCROACHMENTS INTO THE REQUIRED YARDS AND EXCEPTIONS TO THE MAXIMUM PERMITTED HEIGHTS” PROVIDING FOR FINDINGS OF FACT, INTENT AND PURPOSE; PROVIDING FOR REGULATIONS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 21, 2020, the Town Council of the Town of Miami Lakes directed the Town Manager to explore the feasibility of expanding the width of curb cuts in properties within the RU1-Z districts; and

WHEREAS, Town Staff’s study regarding curb cuts in properties within the RU1-Z districts found that, in the interest of fairness, the evaluation should expand to all properties, including those outside the RU1-Z district that are 50 feet or less in width; and

WHEREAS, this proposed ordinance is reflective of the Town Council’s request and will modify the existing code by allowing driveways and continuous curb cuts to encompass up to 60% of the lot width, for all single-family homes that are less than 50 feet in width, provided that the impervious area of the street side yard does not exceed 60% of the lot width, and the impervious area of all the yards combined does not exceed 60% of the lot size; and

WHEREAS, on _____, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, heard the item at a duly noticed public hearing and forwarded a recommendation of approval to the Miami Lakes Town Council; and

WHEREAS, on _____, the Town Council at a duly noticed public hearing, moved the item on First Reading; and

WHEREAS, on _____, the Town Council considered the ordinance at a duly advertised public hearing; and

WHEREAS, to that end, the Town Council of the Town of Miami Lakes hereby finds and declares that adoption of this Ordinance is appropriate and advances the public interest.

THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES AS FOLLOWS:

Section 1. Recitals. Each of the above stated recitals is true and correct and is incorporated herein by this reference.

Section 2. Amendment. Section 13-1508 is hereby amended as provided at Exhibit “A”.

Section 3. Repeal of Conflicting Provisions. All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

Section 4. Severability. 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 5. Inclusion in the Town Code. It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made part of the Town Code and that if necessary the sections of this Ordinance may be renumbered or re-lettered

to accomplish such intentions; and that the word “Ordinance” shall be changed to “Article”, “Division” or other appropriate word.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon its adoption on second reading.

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

FIRST READING

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

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed on first reading this _____ day of _____, 2020.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECOND READING

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

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this ____ day of _____, 2020.

Manny Cid
Mayor

Attest:

Gina M. Inganzo
Town Clerk

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
Town Attorney

EXHIBIT A

ORDINANCE

CHAPTER 13 – LAND DEVELOPMENT CODE

* * *

ARTICLE V. ALLOWABLE ENCROACHMENTS INTO THE REQUIRED YARDS AND EXCEPTIONS TO THE MAXIMUM PERMITTED HEIGHTS

* * *

Sec. 13-1508. - Driveways and parking spaces.

This section applies to single-family and two-family residences.

(1) Driveways and parking spaces shall be graveled or hard-surfaced. Parking shall not be permitted on sand, lawns, common access areas, rights-of-way, across sidewalks, center islands of culs-de-sac and other nonpaved areas not approved for parking. Overnight parking, any time between the hours of 12:00 midnight and 6:00 a.m., shall not be permitted on swale areas; however overnight parking shall be permitted on driveway approach areas if the vehicle does not block the sidewalk. Unlicensed vehicles and inoperable vehicles may only be placed and kept on a lot in a closed garage.

a. Emergency exceptions to overnight parking for a single vehicle per residence on swale areas may be granted for the temporary parking, no more than 48 hours, under the following circumstances:

1. Automobile maintenance failure; and
2. Parking for a home health care professional engaged in the care of a resident of the property.

b. Upon application to the Town, a hardship waiver to extend overnight parking for a single vehicle per residence on swale areas may be granted by the Administrative Official in compliance with the following provisions:

1. Health care professional. Extended overnight parking (more than 48 hours) may be granted for a home health care professional engaged in the care of a resident of the property upon the provision of a medical prescription for home health care services or other affidavit from a licensed medical professional documenting the need for home health care for a resident of the property.

2. Direct family member. Extended overnight parking (more than 48 hours) may be granted for a person living in the household and interrelated by blood, marriage or legal adoption, occupying a dwelling unit designed as a single-family use.

3. No extended overnight parking hardship waiver may be issued unless all other available parking spaces including the garage and driveway approach are already utilized for parking.

4. Upon provision of an extended overnight parking hardship waiver for parking on the swale, the overnight parking of the vehicle shall be limited to the swale area directly in front of the principal residence.

(2) The maximum driveway approach width shall be 20 feet, measured at the property line. In the case of a circular driveway, the total combined width of both approaches shall not exceed 30 feet, measured at the property line. In case of single-family lots that are 50 feet or less in width, the maximum driveway approach for a single driveway configuration, shall be calculated as 60 percent of the width of the lot. Where there is a sidewalk and/or swale present between the property line and the roadway pavement, an approach may also include an additional flare area between the property line and the paved roadway area. If utilized, each flare shall be no wider than two and one-half feet where it meets the roadway pavement, and shall be curved. The curve shall begin no more than half of the distance between the sidewalk (or property line if either the swale or sidewalk is not present) and the roadway pavement, and shall be a constant, gradual curve. Where a flare is utilized, the maximum driveway approach width shall be 25 feet at the paved roadway and 20 feet at the property line. Where a flare is utilized in the case of a circular driveway, the total combined width of both approaches shall not exceed 40 feet at the paved roadway and 30 feet at the property line. In cases of atypical configurations, the Administrative Official may interpret this subsection to achieve the intended result. However, a driveway approach shall be no closer than ten feet to the base of a swale area tree that is existing or scheduled to be planted, unless the Town Arborist determines that in his professional opinion, the particular tree can grow properly with a smaller separation. Paved driveway areas (excluding approaches) for any garage, including three-car garages, shall not exceed 30 feet in width.

(3) Driveways and parking spaces in the front or side yard shall be set back a minimum of five feet from an interior side property line. For zero lot line developments the driveways and parking spaces shall be set back a minimum of zero feet from the zero-lot line side and a minimum of four feet from the opposite side property line. For all corner lots, the driveways and parking spaces located in the front or side yard shall comply with the required street side setbacks for the main structure, except to cross the setback as needed to provide direct access from the street to the garage. Driveways are not permitted in the side yard except as needed to provide access to a functioning side yard facing garage.

(4) On corner properties when a driveway is located perpendicular to a side facing the street, the driveway or parking space shall be set back 20 feet from the rear property line and 20 feet from the front property line.

(5) Driveways and parking spaces parallel to a front property line or side property line facing a street shall be set back five feet from the front or side street property line.

(6) The maximum impervious area permitted for driveways, walkways, porches, decks, etc. (including brick pavers set in sand), in the required front and side yards facing a street shall be 60 percent for each yard.



Department of Planning, Zoning and Code Compliance
6601 Main Street • Miami Lakes, Florida 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov

Staff Analysis and Recommendation

To: Honorable Chair and Members of the Local Planning Agency
From: Susana Alonso, AICP, Principal Planner
Subject: Driveways and Curb Cuts in Lots Less Than 50 Feet Wide
Date: March 3, 2020

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO DRIVEWAYS IN RESIDENTIAL DISTRICTS ; AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE V, "ALLOWABLE ENCROACHMENTS INTO THE REQUIRED YARDS AND EXCEPTIONS TO THE MAXIMUM PERMITTED HEIGHTS" PROVIDING FOR FINDINGS OF FACT, INTENT AND PURPOSE; PROVIDING FOR REGULATIONS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE..

A. BACKGROUND

At the January 21, 2020, Town Council meeting, a New Business item was introduced directing staff to explore the width of curb cuts in properties within the RU1-Z districts. The current Town code allows either a single 20-foot curb cut or a circular driveway with two curb cuts that add up to a maximum of 30 feet, with no single curb cut wider than 20 feet. The code also provides that a maximum 60% of the required front yard may be paved (including pavers set in sand). Zero-lot properties have the added complication that, although one side allows for zero setback, the other side is encumbered by plat with a four-foot maintenance and drainage easement, upon which no structure or paving may be built; the lots are also rather narrow (as narrow as 45 feet) which make circular driveways impractical. A few residents of zero-lot-line developments have expressed concerns regarding existing driveways that are larger than allowed by current code. Some neighbors have attempted to obtain building permits for new driveways, after improvements to the sidewalks in the area made new curb cuts necessary. During the permitting process they have learned that the previous configuration was not according to code. When an existing structure (such as a paved area) is found to be non-conforming, an attempt is made to establish whether the structure was allowed via site-plan, via a permit under a different code (like Miami-Dade County) or via a variance. Unfortunately, the legality of these paved areas cannot be established.

This report and attached ordinance reflect Town Council direction to staff to provide some regulatory relief to zero-lot line properties regarding driveways. Staff recommends expanding the regulation to all single-family properties with lots less than 50 feet in width.

B. PROPOSED CHANGES

Increase maximum curb cut to 60% of the width of the lot for a single driveway, instead of the current 20 feet, for all lots narrower than 50 feet. This results in allowable curb cuts of 27 feet for 45-foot lots and 30 feet for 50-foot lots. This constitutes the same 30-foot allowance afforded to any single-family home with a circular driveway, which is currently divided into either a 10-foot plus a 20-foot curb cut, or two 15-foot curb cuts. The maximum, however, must be a percentage, as opposed to a fixed number, in order to ensure that the required maximum 60% impermeable area is maintained.

C. EVALUATION

Description of affected properties. The Town's RU-1Z zoned properties are concentrated in the southwest quadrant of the Town in an area commonly referred to as West Lakes. Approximately 1,088 homes within the West Lakes neighborhood are zoned RU-1Z. Zero lot line developments are characterized by a type of housing configuration whereby one portion of the principal building is built to the property line with setbacks provided along the front, rear and the other side of the property. For interior lots, that side yard setback is typically ten (10) feet and includes a four (4) foot platted easement to the benefit of the adjacent neighbor for drainage and for maintenance access. In addition, there exist a number of 50 foot lots dispersed through other residential districts, that must comply with regular setbacks requirements or 5' from every interior property line.

Intent of a limit on curb cut width. The curb cut is the place of intersection between the driveway and the sidewalk where existent, or the road where no sidewalk exists. There is a public interest in maintaining and enforcing a maximum width to the curb cuts for safety, maintenance, drainage and aesthetic reasons. The current maximum width for all single-family residential curb cuts is 20 feet, and this maximum seems to be a typical standard across many municipalities.

Safety considerations. The possibility of conflict between vehicles entering and exiting a driveway and either pedestrians or other vehicles on the public right-of-way increases as the width of the curb cut is increased. A 20-foot curb allows for two vehicle access to parking areas. A 24-foot curb cut allows for three small vehicles. Safety issues are particularly acute for pedestrians transiting the sidewalk.

Maintenance and Cost Considerations. Portions of sidewalks within the curb cut must sustain a higher degree of wear and tear, as they must sustain the higher weight and the impact of the vehicle tires in addition to pedestrians. Furthermore, in order to endure the additional weight and impact, sidewalk slabs along the curb cut are required to be six (6) inches thick and therefore the wider the curb cut the higher the construction and replacement cost.

Drainage considerations. As a functional matter, pervious open space is essential to promote infiltration and to reduce overall site runoff. Even with onsite pervious areas, the natural slope of a property may result in some runoff onto the adjacent rights-of-way. A

property without pervious area will drain all stormwater onto the neighbor's property and onto the rights-of-way. Portions of the West Lake neighborhood have drainage issues that the Town is actively addressing. The neighborhood is identified in the Town's Storm Water Master Plan (originally adopted in 2003 and lastly updated in 2019 by Kimley-Horn) for needed upgrades to the storm water system. A Marlin Engineering study complete in 2012, as precursor to reconstruction of the drainage system designs, found that the existing drainage system is a disjointed-unconnected network, that there are poor drainage soil types (Plantation Muck) within the area, and that very little area of the rights-of-way are pervious. Aside from the fact that larger spans of pavement generate a larger volume of run-off water that must be either absorbed by the adjacent soil or managed by the Town's storm water system, wider curb cuts also mean less areas for swales, and therefore a higher demand on the storm water system.

Aesthetic considerations. Swales provide the opportunity for the planting of shade trees that contribute to the overall tree canopy, which is a hallmark of the Town of Miami Lakes. The visual effect on the Town's streets of long rows of parked vehicles adjacent to the sidewalk, and the lack of swales and therefore street trees will have a detrimental effect on the appearance of the neighborhood.

Summary. Any increase in impervious areas will likely have an impact on the West Lake neighborhood. Nevertheless, the narrowness of the lots present challenges in providing for parking while maintaining required pervious areas. In 2018, the Town Council increased the amount of impermeable area in the neighborhood, when it approved an ordinance allowing corner lots to pave up to three feet from the property line. At just 16% of the homes in the neighborhood, the impact of the 2018 ordinance was likely to be relatively small because it was limited corner lots. The cautionary tale, however, is affording the same accommodations to interior lots. This scenario will most certainly have a greater impact that could increase flooding in the community and hamper the effectiveness of the current drainage project. Therefore, any decision to increase impervious area should be limited in its applicability. For this reason, staff's recommendations do not include an increase of the 60 % impervious area allowed in the required front yard, only a consolidation into a single slab and curb cut.

D. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance amending the maximum curb cut for all lots narrower than 50 feet.

E. ANALYSIS

The Land Development Code provides that all proposed amendments to the LDC shall be evaluated by the Administrative Official, the Local Planning Agency and the Town Council, and that, in evaluating the proposed amendment, the criteria in Subsection 13-306(b) shall be considered. All portions of this report are hereby incorporated into all portions of this analysis. The following is a staff analysis of the criteria as applied to this ordinance.

- 1. Whether the proposal is consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the concurrency management program.**

Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation of this report. As proposed, and presented in Section “A”, “B”, and “C” above, the amendment conforms to the following policy of CDMP below. The proposal does not appear to significantly impact the ongoing drainage projects within the West Lake neighborhood.

Policy 4C.1.2: Utilizing funding obtained from its newly-established Stormwater Utility, the Town will allocate sufficient funds in to address existing stormwater deficiencies identified in the Stormwater Master Plan.

Finding: Complies

2. Whether the proposal is in conformance with all applicable requirements of this Code of Ordinances, including this chapter.

Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study; of this report. The amendment attempts to address narrower lots in single family districts affording them the same length of curb cut otherwise allowed for circular driveways, but in a single cut. In this light, the proposed ordinance conforms with the Town’s LDC’s. A review of the LDC’s found no conflicts.

Finding: Complies.

3. Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing regulations, and whether such changes support or work against the proposed change in land use policy.

Analysis See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation of this report. Many lots with the West Lakes neighborhood have larger driveways and curb cuts than allowed by code. It is difficult to tell how many of those properties did so with the benefit of a permit. Regardless, an appropriate remedy may be to permit some decking to occur, while still providing for pervious and landscaping areas. This ordinance attempts to strike that balance. The proposal appears to have only a minimal impact regarding on site drainage and the ongoing storm water drainage program pursued by the Town appears to implement conservative calculations in designing for storm water runoff capture.

Finding: Complies.

4. Whether, and the extent to which, the proposal would result in any incompatible land uses, considering the type and location of uses involved, the impact on adjacent or neighboring properties, consistency with existing development, as well as compatibility with existing and proposed land use.

Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study; of this report. The proposed ordinance does not change the main permitted use of the property; however, it does provide some consideration regarding curb cut for all lots narrower than 50 feet. There exists driveways in the West Lake neighborhood that may or may not have been built with the benefit of permits. The ordinance seeks to find a remedy with the least amount of impact.

Finding: As determined by the Town Council.

5. **Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and services, exceeding the capacity of such facilities and services, existing or programmed, including schools, transportation, water and wastewater services, solid waste disposal, drainage, water supply, recreation, education, emergency services, and similar necessary facilities and services.**

Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Criteria 1, 2, and 4, of this report. If the approval is limited to not increasing the percentage of impervious area allowed, the impact will likely be minimal to the neighborhoods storm drainage system.

Finding: Complies.

6. **Whether, and the extent to which, the proposal would result in adverse impacts on the natural environment, including consideration of wetland protection, preservation of any groundwater aquifers, wildlife habitats, and vegetative communities.**

Analysis: The proposed ordinance does not impact the above systems.

Finding: Complies.

7. **Whether, and the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.**

Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Criteria 1, 2, and 4, of this report. If the approval is limited to only corner lots, the impact will likely be minimal to the neighborhoods storm drainage system.

Finding: Complies.

8. **Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on such pattern shall be identified.**

Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study and Criteria 1, 2, and 4, of this report. Section “B” provides a full description of the positive and negative effects of the proposal. In summary, if the approval is limited to only corner lots, the impact will likely be minimal to the neighborhoods storm drainage system.

Finding: Complies.

9. **Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of this chapter.**

Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and Study and Criteria 1, 2, and 4, of this report. If approved, it will provide relief to bring properties that installed driveways without permits to come into compliance.

Finding: Complies.

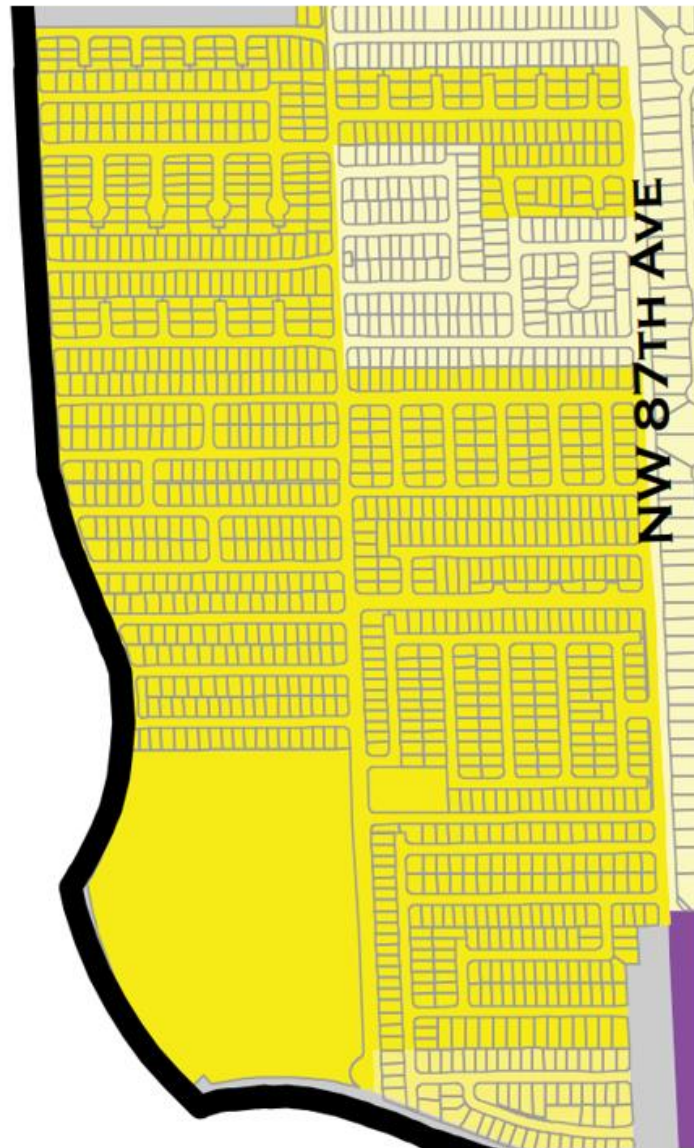
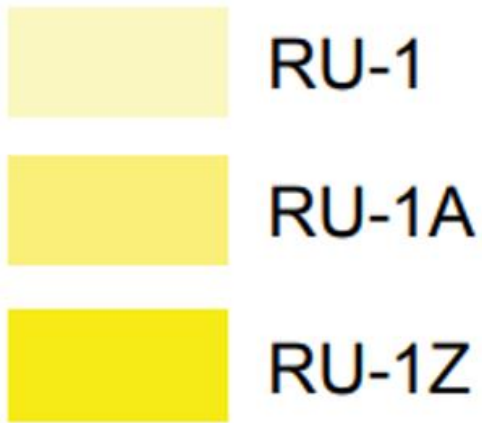
10. Other matters which the Local Planning Agency or the Town Council, in its legislative discretion, may deem appropriate.

Analysis: See Sections “A”, Background; “B”, Proposed Changes, and Section “C”, Evaluation and all portions of this analysis. The Local Planning Agency and the Town Council may consider other appropriate factors to determine whether the proposed ordinance amendment is appropriate and consistent with the public interest. The Analysis Section addressed the conditions suggested by the Planning and Zoning Board.

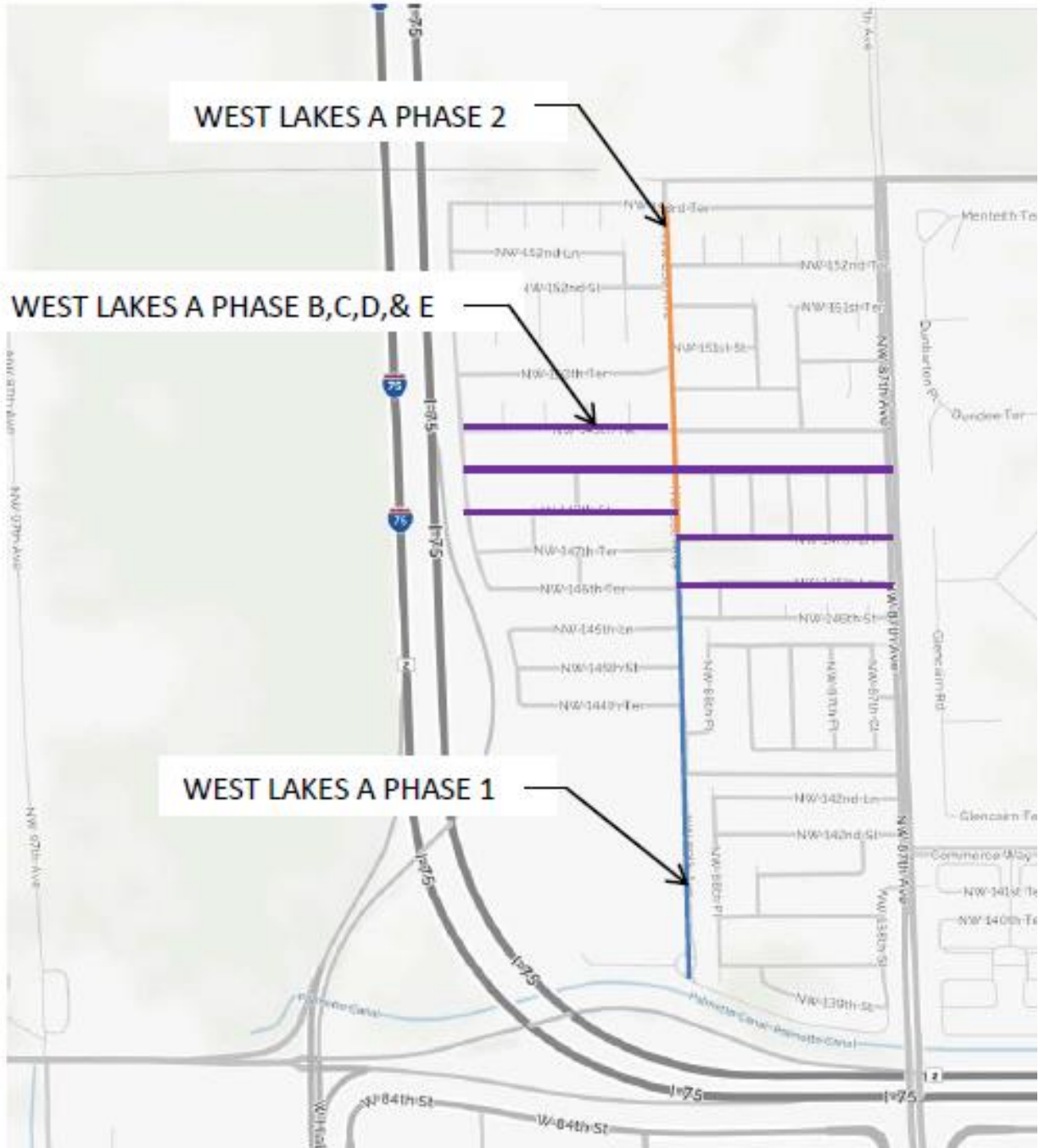
Finding: As determined by the Town Council.

ATTACHMENT A

ZONING MAP



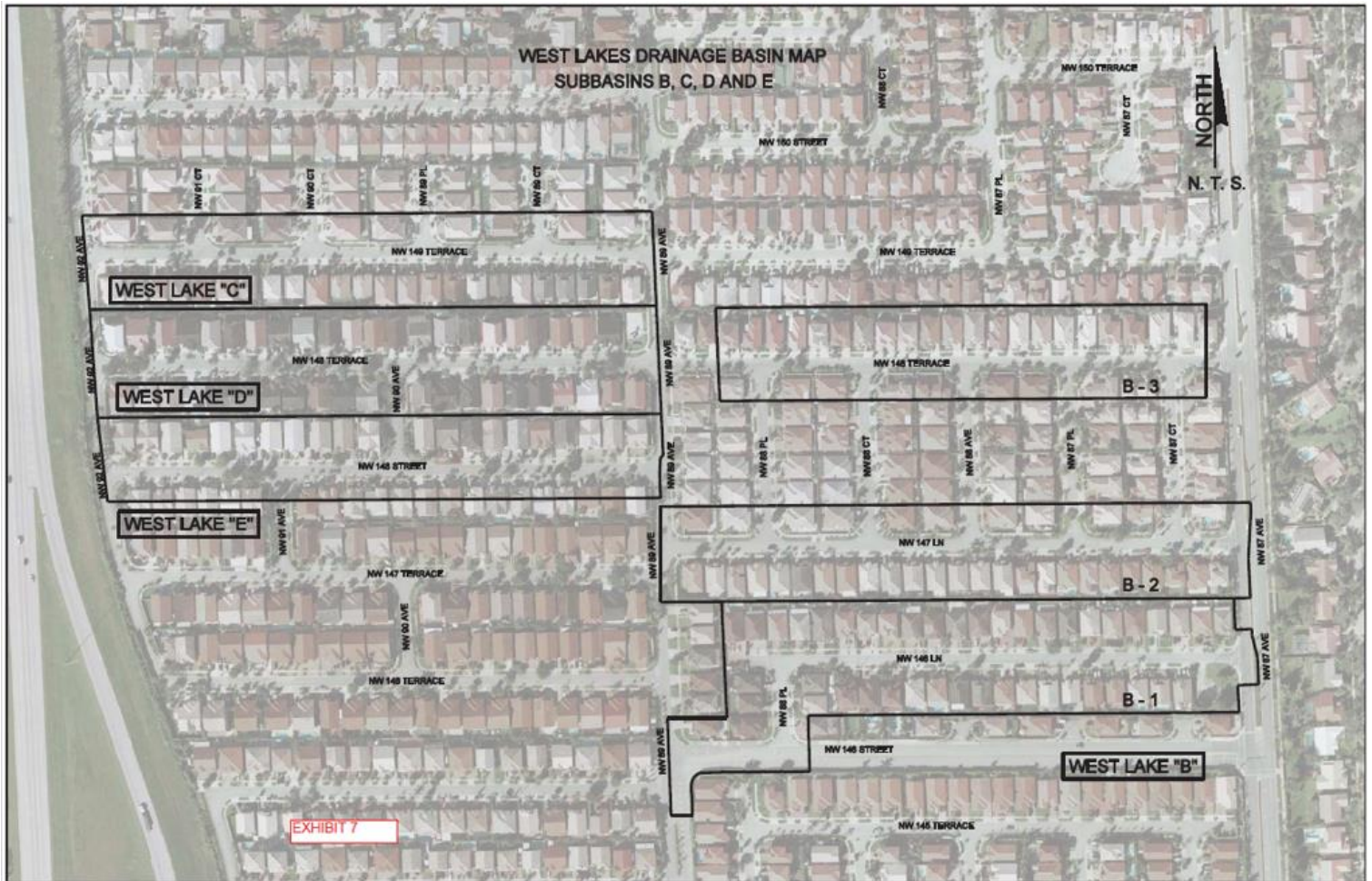
ATTACHMENT B
WEST LAKE MAIN TRUNK LINE
(PHASE 1 and 2)



ATTACHMENT C

UPCOMING DRAINAGE PROJECTS

WEST LAKE



1

¹ “Drainage Report for the design of Miami-Lakes, West” Marlin Engineering, Inc. January 2012.

ATTACHMENT D

WEST LAKE DRAINAGE SITE DATA

Site Development Data (Miami Lakes, West): Part 1

TOWN OF MIAMI LAKES - WEST LAKES DRAINAGE IMPROVEMENTS						
	Pervious/Impervious Area of West Lakes B,C,D and E (ACRES)					
	B-1	B-2	B-3	E	D	C
Private Area	4.9	3.7	3.1	3.2	4.5	3.6
Pervious Private Area (15%)	0.9	0.7	0.6	0.6	0.8	0.6
Green Area	0.3	0.4	0.3	0.3	0.3	0.3
Asphalt Plus Concrete	2.0	1.8	1.3	1.5	1.5	1.6
R/W Area	2.3	2.2	1.6	1.8	1.8	2.0
Total Area	8.0	6.6	5.3	5.1	7.1	6.2
Total Pervious	1.2	1.1	0.9	0.8	1.1	1.0
% Previous	14.5	16.3	16.1	16.1	15.1	15.9
Average % Pervious					15.7	

Site Development Data (Miami Lakes, West) Part: 2

TOWN OF MIAMI LAKES - WEST LAKES DRAINAGE IMPROVEMENTS						
	Elevation Analysis of West Lakes B,C,D and E					
	B-1	B-2	B-3	E	D	C
Ave. edeg of Pavement	6.50	6.94	6.93	6.88	7.28	6.65
Min. Road CL elevation	6.17	6.60	6.76	6.91	6.78	6.34
Avg. Road CL elevation	6.89	7.21	7.18	7.25	7.48	7.08
Max. Road CL elevation	7.39	7.80	7.75	7.85	8.02	7.67
Min. FFE elevation	6.84	7.27	7.43	7.58	7.45	7.01
Avg. FFE elevation	7.56	7.88	7.85	7.92	8.15	7.75
Max. FFE elevation	8.06	8.47	8.42	8.52	8.69	8.34

Note : It is assumed Finish Floor Elevation (FFE)= Road CL ele. +12"

² "Drainage Report for the design of Miami-Lakes, West" Marlin Engineering, Inc. January 2012.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Ordinance Authorizing Establishment of a Non-Revolving Line of Credit

Date: March 9, 2020

Recommendation:

It is recommended that the Town Council pass an enacting ordinance that will allow the Town to establish a non-revolving line of credit for the purpose of providing the Town with liquidity in the event of a natural disaster.

Background:

The purpose of the Line of Credit (“LOC”) is to provide liquidity to the Town of Miami Lakes (“Town”) for the response to an emergency event such as, but not limited to, hurricanes or other natural, biological, or man-made disasters that would require the financing of clean-up, collection and disposal of solid waste or other permitted costs, to assure public safety and General Fund cash-flow relief. The LOC will be secured by the Town’s covenant to budget and appropriate Non-Ad Valorem Revenues. The LOC may be payable from, but shall not be secured by, federal, state, Town or municipal grant moneys, receipts or reimbursements received by the Town relative to expenses incurred by the Town, immediately preceding, during and following a disaster, as described above, such as, but not limited to, the clean-up, collection and disposal of debris caused by a hurricane or other weather-related events and/or any other disaster-related expense.

On January 3, 2020, the Town issued Request for Proposal (“RFP”) 2020-12 for a Line of Credit. Florida Law requires that the Town via an ordinance provide for authority to establish a Line of Credit. The enclosed ordinance provides for the establishment of a non-revolving, \$15,000,000.00 Line of Credit and delegates authority to the Town Manager to negotiate the Line of Credit terms, subject to a supplemental resolution.

Should the Council pass the Ordinance, a Resolution will be provided for the Council’s consideration at the March 2020 Town Council Meeting.

Attachment:
Ordinance

ORDINANCE NO. 2020- ____

AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING A LOAN IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$15,000,000, IN THE FORM OF A NON-REVOLVING LINE OF CREDIT, FOR THE PURPOSE OF PROVIDING LIQUIDITY FINANCING FOR THE PROJECT DESCRIBED HEREIN; AUTHORIZING THE ISSUANCE OF A NON-REVOLVING CREDIT NOTE TO EVIDENCE AND SECURE THE LOAN; PROVIDING THAT DETAILS, TERMS AND OTHER MATTERS RELATING TO THE ISSUANCE OF THE NON-REVOLVING CREDIT NOTE SHALL BE ESTABLISHED OR PROVIDED FOR IN A SUPPLEMENTAL NOTE RESOLUTION AND A LINE OF CREDIT AGREEMENT; PROVIDING FOR A COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES, AS MORE SPECIFICALLY DESCRIBED IN THE SUPPLEMENTAL NOTE RESOLUTION; RATIFYING THE DISTRIBUTION OF A REQUEST FOR PROPOSALS TO FINANCIAL INSTITUTIONS; AUTHORIZING THE TOWN MANAGER TO PROCEED TO DEVELOP NECESSARY DOCUMENTS TO AWARD AND ISSUE THE NON-REVOLVING CREDIT NOTE AND TO DETERMINE THE SPECIFIC DETAILS OF THE LINE OF CREDIT AGREEMENT AND NON-REVOLVING CREDIT NOTE WITHIN THE PARAMETERS SET FORTH IN THE SUPPLEMENTAL NOTE RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (PIDERMANN)

WHEREAS, the Town of Miami Lakes, Florida (the “Town”) Council finds that it is in the best interest of Town residents to obtain liquidity financing to enable the Town to better respond to an emergency event such as, but not limited to, hurricanes or other natural, biological, or man-made disasters that would require the financing of clean-up, collection and disposal of solid waste or other permitted costs, to assure public safety and provide General Fund cash flow relief (the “Project”); and

WHEREAS, the Town Council finds it is in the best interest of the residents of the Town to finance the costs of the Project through a loan from a financial institution, in the form of a non-revolving line of credit, along with the issuance of a non-revolving credit note as described herein to evidence and secure such loan; and

WHEREAS, in order to obtain the desired liquidity financing for the Project, the Town Council finds that it is necessary and desirable for the Town to enter into a line of credit agreement with a financial institution and to issue its non-revolving credit note in an aggregate principal amount not to exceed \$15,000,000; and

WHEREAS, The Town solicited proposals from various financial institutions through the issuance of its Request for Proposal – Line of Credit No. 2020-12, dated January 3, 2020 (the “RFP”), for a non-revolving line of credit (the “Line of Credit”), in an amount not to exceed \$15,000,000, to provide liquidity financing for the Project; and

WHEREAS, the Charter of the Town (the “Charter”) provides that the authorization to provide for the borrowing of money shall be by ordinance of the Town Council;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. Authority for this Ordinance. This ordinance (the “Authorizing Ordinance”) is enacted pursuant to the provisions of Article VIII, Section 2 of the Florida Constitution, Chapter 166, Part II, Florida Statutes, and Sections 1.1, 4.3 and 4.11 of the Charter.

Section 3. Definitions. In addition to capitalized terms otherwise defined herein, the following terms shall have the meanings ascribed to them in this Section unless the context clearly indicates otherwise:

“Act” means, collectively, Article VIII, Section 2 of the Florida Constitution, Chapter 166, Part II, Florida Statutes, Sections 1.1, 4.3 and 4.11 of the Charter, this Authorizing Ordinance, and other applicable provisions of law.

“Covenant” means the covenant of the Town to budget and appropriate Non-Ad Valorem Revenues referenced in Section 5(C) hereof and more specifically described in a Supplemental Note Resolution.

“Financial Institution” means the financial institution selected by the Town Council by subsequent resolution (which may be the Supplemental Note Resolution) to enter into the Line of Credit Agreement and purchase the Non-Revolving Credit Note.

“Line of Credit Agreement” means the line of credit agreement to be entered into between the Town and the Financial Institution, in such form as may be approved by the Town Council by subsequent resolution (which may be the Supplemental Note Resolution).

“Non-Ad Valorem Revenues” means all revenues of the Town that are not derived from ad valorem taxation and that are legally available to pay principal of, premium, if any, and interest on the Non-Revolving Credit Note and are not required to pay essential services of the Town, all as more specifically provided in the Supplemental Note Resolution.

“Non-Revolving Credit Note” means the Town of Miami Lakes, Florida Non-Revolving Credit Note (2020 Line of Credit), in the aggregate principal amount not to exceed \$15,000,000, to be issued under the authority of this Authorizing Ordinance and pursuant to the Supplemental Note Resolution.

“Project” has the meaning set forth in the first “Whereas” clause of this Authorizing Ordinance.

“Supplemental Note Resolution” means the resolution described in Section 5(B) of this Authorizing Ordinance.

“Town” means the Town of Miami Lakes, Florida, a municipal corporation of the State of Florida.

“Town Council” means, collectively, the elected officials who serve as the governing body of the Town.

“Town Manager” means the individual who serves as the chief administrative officer of the Town, or in such person’s absence or inability to act, any duly appointed Deputy or Assistant Town Manager.

Section 4. Findings. It is hereby determined and declared that:

(A) The Town is a municipal corporation of the State of Florida and pursuant to Article VIII, Section 2, Florida Constitution, Chapter 166, Florida Statutes, and Section 1.1 of the Charter of the Town, the Town has all powers of local self-government to perform municipal functions and to render municipal services, except as otherwise provided by law (“Home Rule Power”), and such Home Rule Power may be exercised by the Town through enactment of an appropriate ordinance.

(B) A negotiated sale of the Non-Revolving Credit Note is necessary and is in the best interest of the Town for the following reasons: the Non-Revolving Credit Note will be a special and limited obligation of the Town payable solely out of Non-Ad Valorem Revenues of the Town that have been budgeted, appropriated and paid into certain funds and accounts held for the benefit of the holder of the Non-Revolving Credit Note, all as provided in the Supplemental Note Resolution; the vagaries of the current and near future municipal bond market demand that the Town have the maximum time and flexibility to negotiate the terms of the Non-Revolving Credit Note in order to obtain the best interest rate available; there is insufficient time to respond to favorable market conditions by offering the Non-Revolving Credit Note by competitive bids, and there is no basis, considering prevailing market conditions, for any expectation that the terms and conditions of a sale of the Non-Revolving Credit Note at public sale by competitive bids would be any more favorable than at negotiated sale; because prevailing market conditions are uncertain, it is desirable to sell the Non-Revolving Credit Note at a predetermined price; and obligations having the characteristics of the Non-Revolving Credit Note are typically sold at negotiated sale under prevailing market conditions.

Section 5. Authorization of the Project and the Non-Revolving Credit Note; Terms and Details of the Non-Revolving Credit Note.

(A) The Town Council hereby authorizes the Project. There is hereby authorized to be issued by the Town, as provided in this Authorizing Ordinance and as authorized by the Act, a promissory note of the Town to be designated as “Town of Miami Lakes, Florida Non-Revolving Credit Note (2020 Line of Credit), in the aggregate principal amount not to exceed \$15,000,000, for the purpose of providing funds to pay all or a portion of the costs of the Project. Costs of

issuance of the Non-Revolving Credit Note will be paid by the Town from other available moneys in the Town's General Fund.

(B) Prior to the issuance of the Non-Revolving Credit Note, the Town Council shall adopt a resolution supplemental to this Authorizing Ordinance (the "Supplemental Note Resolution") with respect to such Non-Revolving Credit Note. The Non-Revolving Credit Note shall be dated such date or dates, shall mature at such time or times, shall bear interest at such interest rate or rates, which shall not exceed in any event the maximum rate authorized by law, all as shall be determined in the Supplemental Note Resolution for the Non-Revolving Credit Note.

(C) The Non-Revolving Credit Note shall be payable from and secured by a covenant to budget and appropriate, solely from Non-Ad Valorem Revenues, sufficient funds for deposit in certain pledged funds in order to pay the principal of, premium, if any, and interest on the Non-Revolving Credit Note, all as shall be more specifically provided in the Supplemental Note Resolution.

(D) The sale of the Non-Revolving Credit Note shall be by negotiated sale to a Financial Institution upon such terms as shall be set forth in the Supplemental Note Resolution and in the Line of Credit Agreement for the Non-Revolving Credit Note.

(E) The distribution of the RFP and related addenda to certain financial institutions is hereby ratified, confirmed and approved.

Section 6. Delegation of Authority to Town Manager. The Supplemental Note Resolution for the Non-Revolving Credit Note may delegate to the Town Manager the authority to negotiate all agreements associated with the execution and delivery of the Line of Credit Agreement and the issuance of the Non-Revolving Credit Note and to determine the specific financial and other details of the Non-Revolving Credit Note, including the terms and conditions of the sale thereof to the Financial Institution, in the manner and subject to such conditions and limitations as may be set forth in such Supplemental Note Resolution and in the Line of Credit Agreement.

Section 7. Severability. The provisions of this Authorizing Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Authorizing Ordinance shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Authorizing Ordinance but they shall remain in effect, it being the legislative intent that this Authorizing Ordinance shall stand notwithstanding the invalidity of any part.

Section 8. Compliance with Open Meeting Law. It is found and determined that all formal actions of the Town Council concerning and relating to the enactment of this Authorizing Ordinance were taken in open meetings of the Town Council and that all deliberations of the Town Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes and the Charter.

Section 9. Effective Date. This Authorizing Ordinance shall become effective immediately upon enactment on second reading.

The foregoing Authorizing Ordinance was offered by Councilmember Josh Dieguez, who moved for its enactment on first reading. The motion was seconded by Councilmember Jeffrey Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	<u>Yes</u>
Vice Mayor Nelson Rodriguez	<u>Yes</u>
Councilmember Jeffrey Rodriguez	<u>Yes</u>
Councilmember Marilyn Ruano	<u>Yes</u>
Councilmember Josh Dieguez	<u>Yes</u>
Councilmember Luis Collazo	<u>Yes</u>
Councilmember Carlos O. Alvarez	<u>Yes</u>

PASSED AND ENACTED on first reading this 18th day of February 2020.

The foregoing Authorizing Ordinance was offered by Councilmember _____, who moved its enactment on second reading. The motion was seconded by Councilmember _____, and upon being put to a vote the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____
Councilmember Josh Dieguez	_____
Councilmember Luis Collazo	_____
Councilmember Carlos O. Alvarez	_____

PASSED AND ENACTED on second reading this ____ day of March, 2020.

MANNY CID
MAYOR

ATTEST:

GINA M. INGUANZO
TOWN CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR USE ONLY BY THE
TOWN OF MIAMI LAKES:

RAUL GASTESI
GASTESI, LOPEZ & MESTRE, PLLC
TOWN ATTORNEY

GREENBERG TRAURIG, P.A.
BOND COUNSEL

ACTIVE 48469468v1



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Edward Pidermann, Town Manager

Subject: Budget Line Item Transfers FY2019-20

Date: March 9, 2020

Recommendation

Approve the transfer of unencumbered appropriation balance or portion thereof between classifications within an office, department or fund.

The proposed line item modifications are described below and summarized in Exhibit A.

Background

In FY2018-19 health insurance was budgeted with a 15% increase, however rates came in at 18%. To remain conservative a 20% increase was accounted for during the FY2019-20 budget process. In addition to prior year experience, a higher utilization rate due to catastrophic claims warranted this increase. Despite the above-mentioned details our broker and Town staff were able to negotiate a lower rate of 5%, thus reducing the increase by 15%. Due to our positive history and commitment to wellness, this anomalous 5% rate resulted in an estimated \$108,000 savings to all funds. Staff is currently exploring the option of changing the renewal plan year with our current provider from December-November to August-July so that negotiations may conclude prior to the budget adoption. This may be an impassable request to our provider, nonetheless staff will continue to be proactive and explore all options that may benefit our Town.

GENERAL FUND

The estimated health insurance savings to the General Fund is approximately \$71,000, staff is proposing to appropriate the funds as follows:

1. On July 25th the Town's refuse and recycling contract went out to bid and the lowest bidder was selected. On December 12, 2019 the contract was executed with the new vendor, which significantly increased the refuse and recycling budget by approximately \$24,500. Of the above-mentioned savings staff is proposing to utilize a portion to fund the contract increase. If approved the \$24,500 would be allocated as follows:
 - Royal Oaks Park -\$5,600
 - Picnic Park East - \$3,600
 - Picnic Park West -\$7,000

- Miami Lakes Optimist Park -\$8,300

- The Town Manager is also proposing to utilize \$46,500 from the health insurance savings to provide Town staff with a 3% cost of living adjustment effective April 1, 2020. Please note that this proposal excludes the Town Manager.

COST OF LIVING ADJUSTMENT				
GENERAL FUND	SALARIES	PAYROLL TAXES	RETIREMENT CONTRIBUTIONS	TOTAL
Adopted Budget	\$2,637,418	\$205,415	\$253,712	\$3,096,545
TOTAL GF 3% COLA for 6 months	\$39,561	\$3,081	\$3,806	\$46,448

The consumer price index is a monthly measurement of U.S. prices for household goods and services. It reports and measures inflation and deflation, which is one of the greatest threats to a healthy economy. If income does not keep pace with rising prices the cost of living increases as well. The below chart reflects the historical data for The Town of Miami Lakes cost of living adjustments (COLA) as compared to the consumer price index (CPI-U/Miami-Ft. Lauderdale-West Palm Beach).

Fiscal Year	Council Approved COLA	Consumer Price Index as of 8/31
2014-2015	0	2.40%
2015-2016	0	1.30%
2016-2017	2%	1.60%
2017-2018	2%	2.30%
2018-2019	2.30%	3.60%
2019-2020	0	1.90%

Other adjustments to the General Fund include \$3,000 for display monitors for public safety personnel to monitor traffic cameras and \$7,500 to fund the replacement of a control panel at Miami Lakes Optimist Park. These Funds are transferred from various line items within the respective department. In addition, \$10,000 is being reallocated from the Elderly Affairs Committee to be reflected in the newly created account for the Special Needs Advisory Board.

SPECIAL REVENUE FUNDS

As mentioned earlier in this memorandum the Town Manager is proposing to utilize health insurance savings to fund a cost of living adjustment for all Town staff. The health insurance savings for the Special Revenue Fund is approximately \$31,268. If approved the impact would be \$23,450 which includes Transit (\$700), PTP 80% (\$700) and Building (\$22,050).

COST OF LIVING ADJUSTMENT				
SPECIAL REVENUE FUND	SALARIES	PAYROLL TAXES	RETIREMENT CONTRIBUTIONS	TOTAL
Adopted Budget	\$1,345,929	\$103,470	\$113,944	\$1,563,343
TOTAL SRF 3% COLA for 6 months	\$20,189	\$1,552	\$1,709	\$23,450

Transit (PTP 20%)

If approved a transfer of \$3,313 is needed from the contingency reserve line item to the bus shelter maintenance and repair line item.

CAPITAL PROJECTS FUND

Facilities & Equipment

If approved a line item transfer of \$14,362 from to contingency reserve is needed in order to fund the security enhancements for the police personnel parking lot at Government Center.

STORMWATER UTILITY FUND

As mentioned earlier in this memorandum the Town Manager is proposing to utilize health insurance savings to fund a cost of living adjustment. The health insurance saving for this fund is approximately \$3,619, if approved the impact would be \$3,100 for the Stormwater Utility Fund.

COST OF LIVING ADJUSTMENT				
STORMWATER UTILITY FUND	SALARIES	PAYROLL TAXES	RETIREMENT CONTRIBUTIONS	TOTAL
Adopted Budget	\$177,956	\$13,614	\$15,085	\$206,655
TOTAL SWF 3% COLA for 6 months	\$2,669	\$204	\$226	\$3,100

INTERNAL SERVICE FUND

As mentioned earlier in this memorandum the Town Manager is proposing to utilize health insurance savings to fund a cost of living adjustment. The health insurance savings is approximately \$1,910, if approved the impact would be \$1,219 to this fund.

COST OF LIVING ADJUSTMENT				
INTERNAL SERVICE FUND	SALARIES	PAYROLL TAXES	RETIREMENT CONTRIBUTIONS	TOTAL
Adopted Budget	\$70,000	\$5,355	\$5,934	\$81,289
TOTAL ISF 3% COLA for 6 months	\$1,050	\$80	\$89	\$1,219

Attachments:

Resolution

Exhibit A – FY 2019-20 Budget Line Item Transfers

RESOLUTION NO. 2020- _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, MODIFYING THE BUDGET APPROVED BY ORDINANCE NO. 19-251; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (PIDERMANN)

WHEREAS, on September 24, 2019, in accordance with Section 200.065, Florida Statutes and Section 8.7 of the Town of Miami Lakes (the “Town”) Charter, the Town Council adopted the Budget for Fiscal Year 2019-2020 (the “Budget”) by Ordinance No. 19-251; and

WHEREAS, during the February 2020 Town Council Meeting, the Town Council approved a line item modification of the budget in order to fund Cost of Living Adjustments for Town Employees with health care cost savings; and

WHEREAS, Section 4 of Ordinance No. 19-251 authorizes the Town Council to modify any department, category total or line item of the Budget by resolution so long as the modification does not exceed the Town’s total budgeted funds for the Fiscal Year 2019-2020; and determined that it is necessary to modify the Budget as set forth in the exhibit attached hereto as “A.”

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Line Item Modification. The Budget for Fiscal Year 2019-2020 adopted in Section 2 of Ordinance 19-251, is hereby modified, as reflected in Exhibit “A” attached hereto. The revisions for each fund are within the approved expenditure authority for Fiscal Year 2019-

2020. The Town Council hereby modifies the budget as set forth herein and authorizes the Town Manager to administratively adjust line items to reflect audit adjustments and or line item revisions necessary within each department's expenditure authority.

Section 3. Authorization of Town Manager. The Town Manager is hereby authorized to take all actions necessary to implement the terms and conditions of this resolution and expend budgeted funds.

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

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PASSED AND ADOPTED this 9th day of March 2020.

The foregoing resolution was moved for adoption by _____. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manuel Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina M Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raúl Gastesi, Jr.
GASTESI, LOPEZ AND MESTRE, PLLC
TOWN ATTORNEY

EXHIBIT “A”

TOWN OF MIAMI LAKES
FY2019-20 BUDGET LINE ITEM TRANSFERS
GENERAL FUND REVENUE

ACCOUNT NAME	FY2019-20 ADOPTED	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
<u>Ad Valorem Taxes</u>				
Current Ad Valorem Taxes	7,394,424		7,394,424	
Current Ad Valorem Taxes - Pers. Prop.	-		-	
AV Tax Sales & Other taxes	-		-	
Delinquent Ad Valorem Taxes	50,000		50,000	
Sub-total: Taxes	\$ 7,444,424	\$ -	7,444,424	
<u>Franchise Fees</u>				
Franchise Fees - Electricity	390,000		390,000	
Franchise Fees - Waste	-		-	
Sub-total: Franchise Fees	\$ 390,000	\$ -	390,000	
<u>Utility Service Tax</u>				
Utility Service Tax - Electricity	2,414,601		2,414,601	
Utility Service Tax - Water	410,000		410,000	
Utility Service Tax - Gas	65,000		65,000	
Sub-total: Utility Services Tax	\$ 2,889,601	\$ -	2,889,601	
<u>Intergovernmental Revenues</u>				
Communications Service Tax	1,181,000		1,181,000	
State Revenue Sharing	807,000		807,000	
Alcoholic Beverage License	20,000		20,000	
Half-cent Sales Tax	2,518,000		2,518,000	
Sub-total: Intergovernmental	\$ 4,526,000	\$ -	4,526,000	
<u>Permits & Fees</u>				
<u>Building Department Revenues:</u>				
Local Business Licenses: TOML	120,000		120,000	
Local Business Licenses: County	40,000		40,000	
False Alarm Fees	51,000		51,000	
Zoning Hearings	5,000		5,000	
Administrative Site Plan Review	500		500	
Zoning Letters	10,000		10,000	
Zoning Fees	130,000		130,000	
Staff Costs	5,000		5,000	
Fine Violation Interest	28,000		28,000	
Planning Department Revenues:	\$389,500	\$ -	389,500	
Public Works Permits	35,000		35,000	
Sub-total: Permits & Fees	\$ 424,500	\$ -	424,500	

**TOWN OF MIAMI LAKES
FY2019-20 BUDGET LINE ITEM TRANSFERS
GENERAL FUND REVENUE**

ACCOUNT NAME	FY2019-20 ADOPTED	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
<u>Fines & Forfeitures</u>				
Police Traffic Fines	25,000		25,000	
Police - L.E.T.F.	3,000		3,000	
Public School Crossing Guards	35,000		35,000	
Code Violation Fines	120,000		120,000	
Police Parking Fines	2,000		2,000	
Sub-total: Fines & Forfeitures \$	185,000	\$ -	\$ 185,000	
<u>Miscellaneous Revenues</u>				
Interest Income	30,000		30,000	
Other Charges & Fees - Clerk's	2,500		2,500	
Lobbyist Registration	3,700		3,700	
Park - Services & Rental Fees	100,000		100,000	
Revenue Sharing Programs	30,000		30,000	
Lien Inquiry Letters	32,000		32,000	
FDOT - Landscape Maintenance	5,800		5,800	
Contributions & Donations	40,000		40,000	
Insurance Claims	61,650		61,650	
Miscellaneous Revenues - Other	1,000		1,000	
Sub-total: Miscellaneous Revenues \$	306,650	\$ -	\$ 306,650	
<u>Interfund & Equity Transfers</u>				
Prior Year Carry Over Funds	342,500		342,500	
Interfund transfers from Capital Projects	420,000		420,000	
Appropriation from RESERVED Fund Balance	431,317		431,317	
Sub-total: Contributions \$	1,193,817	\$ -	\$ 1,193,817	
Total General Fund Revenue \$	17,359,992	\$ -	\$ 17,359,992	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
 Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
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GENERAL FUND EXPENDITURES

TOWN COUNCIL & MAYOR

0011101-511000	EXECUTIVE SALARIES-MAYOR	\$19,649		\$19,649	
0011101-512000	REGULAR SALARIES	\$92,070		\$92,070	
0011101-514000	OVERTIME	\$0		\$0	
0011101-521000	PAYROLL TAXES	\$15,989		\$15,989	
0011101-522000	FRS RETIREMENT CONTRIBUTION	\$9,470		\$9,470	
0011101-522010	DEFERRED COMP-457	\$0		\$0	
0011101-523000	HEALTH INSURANCE	\$67,099		\$67,099	
0011101-523001	HEALTH INSURANCE MAYOR	\$25,344		\$25,344	
0011101-523100	WIRELESS STIPEND	\$960		\$960	
0011101-540000	TRAVEL & PER DIEM	\$15,000		\$15,000	
0011101-540010	CAR ALLOWANCE-MAYOR	\$7,200		\$7,200	
0011101-540011	CAR ALLOWANCE-COUNCIL	\$36,000		\$36,000	
0011101-540020	EXPENSE ALLOWANCE MAYOR & COUNCIL	\$54,093		\$54,093	
0011101-541001	REMOTE ACCESS DEVICE DATA PLAN	\$3,648		\$3,648	
0011101-541010	MOBILE PHONES	\$4,176		\$4,176	
0011101-547000	PRINTING & BINDING	\$1,000		\$1,000	
0011101-548100	STATE OF THE TOWN ADDRESS-SOT	\$0		\$0	
0011101-548101	ANNUAL PRAYER BREAKFAST	\$0		\$0	
0011101-548160	VOLUNTEER APPRECIATION	\$0		\$0	
0011101-549002	CONTINGENCY RESERVE	\$0		\$0	
0011101-549010	DISCRETIONARY FUND	\$700		\$700	
0011101-549070	ADMINISTRATIVE SUPPORT	\$0		\$0	
0011101-549200	MISCELLANEOUS EXPENSES	\$0		\$0	
0011101-549443	MAYOR'S GALA-MAGAL	\$0		\$0	
0011101-552010	UNIFORMS	\$360		\$360	
0011101-552040	COUNCIL ADMINSTRATIVE EXPENSE	\$0		\$0	
0011101-552042	MEETING SET UP	\$300		\$300	
0011101-552044	COUNCIL AWARDS	\$1,250		\$1,250	
0011101-554000	SUBSCRIPTIONS & MEMBERSHIPS	\$7,000		\$7,000	
0011101-554010	EDUCATION & TRAINING	\$300		\$300	
0011101-564004	SMALL EQUIPMENT	\$0		\$0	
0011101-580000	DIVIDENDS TO RESIDENCES	\$0		\$0	
TOTAL TOWN COUNCIL EXPENDITURES		\$361,608	\$0	\$361,608	

TOWN CLERK

0011201-512000	REGULAR SALARIES	\$83,477		\$83,477	
0011201-521000	PAYROLL TAXES	\$6,386		\$6,386	
0011201-522000	FRS RETIREMENT CONTRIBUTION	\$7,076		\$7,076	
0011201-523000	HEALTH & LIFE INSURANCE	\$9,988		\$9,988	
0011201-523003	HEALTH INSURANCE ALLOWANCE	\$0		\$0	
0011201-523100	WIRELESS STIPEND	\$480		\$480	
0011201-531000	PROFESSIONAL SERVICES	\$0		\$0	
0011201-531020	TOWN CLERK AGENDA MANAGER	\$2,900		\$2,900	
0011201-531080	TOWN CLERK RECORDS MGT	\$0		\$0	
0011201-541001	REMOTE ACCESS DEVICE DATA PLAN	\$480		\$480	
0011201-544000	RENTALS & LEASES	\$2,700		\$2,700	
0011201-547001	TOWN CLERK FRAMING	\$0		\$0	
0011201-547010	TOWN CLERK CODIFICATION	\$8,800		\$8,800	
0011201-549030	TOWN CLERK LEGAL ADVERTISING	\$18,040		\$18,040	
0011201-549070	ADMINISTRATIVE SUPPORT	\$0		\$0	
0011201-549080	TOWN CLERK ELECTION COSTS	\$5,000		\$5,000	
0011201-549200	TOWN CLERK CLERICAL SUPPORT/ADMIN EXP	\$0		\$0	
0011201-552000	OPERATING SUPPLIES	\$0		\$0	
0011201-552010	UNIFORMS	\$0		\$0	
0011201-554010	EDUCATION & TRAINING	\$650		\$650	
0011201-566000	SOFTWARE	\$0		\$0	
0011201-566002	COMPUTER SOFTWARE LICENSES	\$60,270		\$60,270	
TOTAL TOWN CLERK EXPENDITURES		\$206,247	\$0	\$206,247	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
TOWN ATTORNEY					
0011401-531140	LEGAL-GENERAL LEGAL	\$200,000		\$200,000	
0011401-531140	TRDMK-GENERAL LEGAL-TRADEMARK	\$0		\$0	
0011401-531230	LEGAL-ROUTINE LITIGATION RESERVE	\$15,000		\$15,000	
0011401-531230	M. PIZZI LITIGATION/INSURANCE RECOVERY	\$0		\$0	
0011401-531230	TMSC-MANAGER SELECTION COMMITTEE	\$0		\$0	
0011401-531230	CHARTER REVIEW COMMISSION	\$0		\$0	
TOTAL TOWN ATTORNEY EXPENDITURES		\$215,000	\$0	\$215,000	
TOWN ADMINISTRATION					
0011311-512000	REGULAR SALARIES	\$1,169,594		\$1,169,594	
0011311-512002	TRANSFER SRF TRANSIT 5% ADM	-\$13,500		-\$13,500	
0011311-512003	TRANSFER CPF TRANSP 5% ADM	-\$54,000		-\$54,000	
0011311-512006	ADMINISTRATIVE SUPPORT TO SRTORMWATER FUN	-\$76,948		-\$76,948	
0011311-512010	ADMINISTRATIVE SUPPORT TO BUILDING	-\$257,575		-\$257,575	
0011311-512999	COST OF LIVING ADJUSTMENT	\$0	\$46,500	\$46,500	Cost of living adjustment due to health insurance savings for all of General Fund.
0011311-513013	ADMINISTRATIVE SUPPORT TO SPECIAL TAXING DIST	-\$140,188		-\$140,188	
0011311-514000	OVERTIME	\$3,000		\$3,000	
0011311-516000	COMPENSATED ABSENCES	\$0		\$0	
0011311-521000	PAYROLL TAXES	\$85,226		\$85,226	
0011311-522000	FRS RETIREMENT CONTRIBUTION	\$84,057		\$84,057	
0011311-522010	ICMA 457 PL	\$45,230		\$45,230	
0011311-522011	ICMA 401 PL	\$0		\$0	
0011311-523000	HEALTH & LIFE INSURANCE	\$195,073	-\$71,000	\$124,073	Adjustment for health insurance savings to fund cost of living adjustment for all of General Fund.
0011311-523001	HEALTH INSURANCE	\$0		\$0	
0011311-523003	HEALTH INSURANCE ALLOWANCE	\$0		\$0	
0011311-523100	WIRELESS STIPEND	\$1,440		\$1,440	
0011311-525000	ADM UNEMPLOYMENT CLAIMS	\$0		\$0	
0011311-531000	PROFESSIONAL SERVICES	\$25,000		\$25,000	
0011311-531090	INTERGOVERNMENTAL RELATIONS (LOBBYIST)	\$24,000		\$24,000	
0011311-531100	GRANT DEVELOPMENT	\$0		\$0	
0011311-531131	MOVING EXPENSES	\$0		\$0	
0011311-531150	HURRICANE RELATED	\$0		\$0	
0011311-532000	ACCOUNTING & PAYROLL	\$25,500		\$25,500	
0011311-532001	INDEPENDENT AUDIT	\$54,500		\$54,500	
0011311-532002	ADM HEALTH SPENDING ACCT/WELLNESS	\$5,000		\$5,000	
0011311-532023	FINANCIAL CONS/BOND COUNCIL	\$0		\$0	
0011311-533001	BACKGROUND CHECKS	\$1,500		\$1,500	
0011311-540000	TRAVEL & PER DIEM	\$0		\$0	
0011311-540010	CAR ALLOWANCE	\$7,800		\$7,800	
0011311-541000	TELEPHONE SERVICES	\$0		\$0	
0011311-541001	REMOTE ACCESS DEVICE DATA PLAN	\$680		\$680	
0011311-541010	MOBILE PHONES	\$0		\$0	
0011311-542000	POSTAGE & DELIVERY	\$17,650		\$17,650	
0011311-543000	UTILITY SERVICES-ADM	\$0		\$0	
0011311-544000	RENTALS & LEASES	\$0		\$0	
0011311-544010	COPIER LEASE	\$16,700		\$16,700	
0011311-544030	RENT- TOWN HALL	\$0		\$0	
0011311-545000	ADM - INSURANCE	\$263,000		\$263,000	
0011311-546000	REPAIR & MAINTENANCE-CONTRACTS	\$0		\$0	
0011311-547000	PRINTING & BINDING	\$1,500		\$1,500	
0011311-548000	TOWN BRANDING & STRATEGIC PLAN	\$5,000		\$5,000	
0011311-548010	ADVERTISEMENT RECRUITMENT	\$1,000		\$1,000	
0011311-549000	OTHER CURRENT CHARGES	\$0		\$0	
0011311-549001	ADMINISTRATIVE HEALTH WELLNESS	\$0		\$0	
0011311-549070	ADMINISTRATIVE SUPPORT	\$0		\$0	
0011311-549071	INVESTMENT ADVISORY SERVICE	\$7,000		\$7,000	
0011311-549090	FINANCIAL INSTITUTION FEES	\$3,000		\$3,000	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
0011311-549093	CREDIT CARD FEES	\$500		\$500	
0011311-549110	REIMBURSEMENT FROM STORMWATER UTILITY	\$0		\$0	
0011311-549200	MISCELLANEOUS EXPENSE	\$0		\$0	
0011311-549260	HURRICANE EXPENSES	\$2,500		\$2,500	
0011311-549290	LICENSES & PERMITS	\$0		\$0	
0011311-549300	BACKGROUND CHECKS	\$0		\$0	
0011311-551000	OFFICE SUPPLIES	\$0		\$0	
0011311-552000	OPERATING SUPPLIES	\$0		\$0	
0011311-552010	UNIFORMS	\$2,400		\$2,400	
0011311-553090	NON-CAPITAL OUTLAY	\$0		\$0	
0011311-554000	SUBSCRIPTIONS & MEMBERSHIPS	\$2,000		\$2,000	
0011311-554010	EDUCATION & TRAINING	\$0		\$0	
0011311-555500	ADM-FURNITURE/EQUIP NON-CAP	\$0		\$0	
0011311-564000	ADM MACHINERY & EQUIPMENT	\$0		\$0	
0011311-566000	FINANCIAL MANAGEMENT SOFTWARE	\$0		\$0	
0011311-566002	COMPUTER SOFTWARE LICENSES	\$0		\$0	
0011311-569000	ADMIN IT EQUIPMENT	\$0		\$0	
0011311-569001	CAPITAL OUTLAY OTHER	\$0		\$0	
0011351-546082	100 BEST COMMUNITIES FOR YOUNG PEOPLE	\$0		\$0	
0011351-546085	SHAPE GRANT EXPENSES	\$0		\$0	
SUB-TOTAL ADMINISTRATION EXPENDITURES		\$1,507,639	-\$24,500	\$1,483,139	
INFORMATION SYSTEMS					
0011341-531030	NETWORK SUPPORT	\$135,200		\$135,200	
0011341-531040	WEB SUPPORT	\$11,400		\$11,400	
0011341-531060	VOICE SUPPORT	\$4,370		\$4,370	
0011341-541030	INTERNET SERVICES	\$19,920		\$19,920	
0011341-551000	IT SUPPLIES	\$13,000		\$13,000	
		\$32,000	\$3,000	\$35,000	
0011341-564000	MACHINERY & EQUIPMENT				For television monitors to display traffic cameras for public safety personnel.
0011341-566000	SOFTWARE	\$0		\$0	
0011341-566002	COMPUTER SOFTWARE LICENSES	\$124,074	-\$3,000	\$121,074	For television monitors to display traffic cameras for public safety personnel.
SUB-TOTAL INFORMATION SYSTEMS		\$339,964	\$0	\$339,964	
ADMINISTRATION - TRANSFERS					
0011361-512902	CLASS B - FORCE ACCOUNT	\$0		\$0	
0011361-512903	CLASS A - FORCE ACCOUNT	\$0		\$0	
0011361-580002	RESERVE FOR COMMITTEES FUTURE DONATIONS	\$0		\$0	
0011361-580100	ADA SETTLEMENT	\$0		\$0	
0011361-580110	SETTLEMENT	\$0		\$0	
0011361-580200	IRS SETTLEMENT 2010 & 2011	\$0		\$0	
0011361-581000	OPERATING CONTINGENCY	\$0		\$0	
0011361-591010	TRANSFER TO SPECIAL REVENUE FUND	\$0		\$0	
0011361-591013	TRANSFER TO FACILITIES MAINTENANCE FUND	\$206,734		\$206,734	
0011361-591020	TRANSFER OUT - CIP PARKS	\$0		\$0	
0011361-591050	TRANSFER OUT - CIP FUND	\$0		\$0	
0011361-591052	TRANSFER-CPF/FACILITIES & EQUIP	\$0		\$0	
0011361-591059	TRANSFER OUT TO ELECTRIC UTILITY TAX FUND	\$0		\$0	
0011361-591061	TRANSFER TO DEBT SERVICE FUND	\$0		\$0	
0011361-591072	TRANSFER TO DISASTER FUND	\$0		\$0	
SUB-TOTAL ADMINISTRATION TRANSFERS		\$206,734	\$0	\$206,734	
TOTAL ADMINISTRATION EXPENDITURES		\$2,054,337	-\$24,500	\$2,029,837	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
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POLICE

0012102-534010	JANITORIAL SERVICES	\$0		\$0	
0012102-534030	POL - PATROL SERVICES	\$8,363,000		\$8,363,000	
0012102-534035	POLICE OVERTIME	\$340,000		\$340,000	
0012102-534080	PROSECUTION-CRIMINAL VIOLATION	\$200		\$200	
0012102-534085	CIVIL CITATION HEARINGS	\$0		\$0	
0012102-541010	MOBILE PHONES	\$5,600		\$5,600	
0012102-543010	POLICE UTILITIES	\$0		\$0	
0012102-544000	RENTALS & LEASES	\$0		\$0	
0012102-544020	POLICE COPIER COSTS	\$1,800		\$1,800	
0012102-546000	REPAIR & MAINTENANCE	\$0		\$0	
0012102-546010	REPAIR & MAINTENANCE-VEHICLES	\$2,500		\$2,500	
0012102-547000	PRINTING & BINDING	\$600		\$600	
0012102-549200	MISCELLANEOUS EXPENSE	\$800		\$800	
0012102-551000	OFFICE SUPPLIES	\$0		\$0	
0012102-552000	OPERATING SUPPLIES	\$3,000		\$3,000	
0012102-552010	UNIFORMS	\$2,500		\$2,500	
0012102-552020	FUEL & LUBRICANTS	\$500		\$500	
0012102-554000	SUBSCRIPTIONS & MEMBERSHIPS	\$225		\$225	
0012102-554010	EDUCATION & TRAINING	\$2,000		\$2,000	
0012102-555500	POL-FURNITURE/EQUIP NON-CAP	\$0		\$0	
0012102-564011	POLICE VEHICLE ACQUISITION	\$0		\$0	
0012102-571000	POL VEHICLE LOAN & INTEREST	\$0		\$0	
0012102-591013	TRANSFER TO FACILITIES MAINTENANCE FUND	\$93,030		\$93,030	
SUB-TOTAL POLICE EXPENDITURES		\$8,815,755	\$0	\$8,815,755	

SCHOOL CROSSING GUARDS

0012112-512000	REGULAR SALARIES	\$77,752		\$77,752	
0012112-521000	PAYROLL TAXES	\$5,948		\$5,948	
0012112-522000	FRS RETIREMENT CONTRIBUTION	\$6,591		\$6,591	
0012112-545000	WORKMAN'S COMPENSATION	\$0		\$0	
0012112-552000	OPERATING SUPPLIES	\$500		\$500	
0012112-552010	UNIFORMS	\$3,000		\$3,000	
0012112-554010	EDUCATION & TRAINING	\$624		\$624	
SUB-TOTAL SCHOOL CROSSING GUARDS		\$94,415	\$0	\$94,415	
TOTAL POLICE EXPENDITURES		\$8,910,170	\$0	\$8,910,170	

PLANNING

0011501-512000	REGULAR SALARIES	\$86,955		\$86,955	
0011501-521000	PAYROLL TAXES	\$6,652		\$6,652	
0011501-522000	FRS RETIREMENT CONTRIBUTION	\$7,371		\$7,371	
0011501-523000	HEALTH & LIFE INSURANCE	\$25,344		\$25,344	
0011521-547000	PRINTING & BINDING	\$1,000		\$1,000	
SUB-TOTAL PLANNING		\$127,322	\$0	\$127,322	

CODE COMPLIANCE

0011532-512000	REGULAR SALARIES	\$104,853		\$104,853	
0011532-521000	PAYROLL TAXES	\$8,480		\$8,480	
0011532-522000	FRS RETIREMENT CONTRIBUTION	\$8,888		\$8,888	
0011532-523000	HEALTH & LIFE INSURANCE	\$22,660		\$22,660	
0011532-523003	HEALTH INSURANCE ALLOWANCE	\$0		\$0	
0011532-523100	WIRELESS STIPEND	\$480		\$480	
0011532-531260	SPECIAL MASTER	\$3,000		\$3,000	
0011532-534130	CONTRACT CODE ENF SER	\$121,812		\$121,812	
0011532-540011	CAR ALLOWANCE	\$6,000		\$6,000	
0011532-541001	REMOTE ACCESS DEVICE DATA PLAN	\$960		\$960	
0011532-541010	MOBILE PHONES	\$120		\$120	
0011532-546400	ABANDONED PROPERTY MAINTENANCE	\$1,000		\$1,000	
0011532-547003	CODE ENF-DOCUMENT SCANNING	\$0		\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
 Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
0011532-549041	CODE ENFORCEMENT LIEN RECORDING	\$7,000		\$7,000	
0011532-549094	ALARM MONITORING PROGRAM	\$25,000		\$25,000	
0011532-549150	PLAN CODE ENF REIMB EXP	\$0		\$0	
0011532-552010	UNIFORMS	\$300		\$300	
0011532-554010	EDUCATION & TRAINING	\$1,500		\$1,500	
SUB-TOTAL CODE COMPLIANCE		\$312,054	\$0	\$312,053	
TRANSIT					
0014404-534150	DEMAND SERVICES - CONTRACT	\$0		\$0	
SUB-TOTAL TRANSIT		\$0		\$0	
TOTAL PLANNING, CODE COMPLIANCE & TRANSIT EXPENDITURES		\$439,375	\$0	\$439,375	
QNIP					
0011701-570020	QNIP DEBT SERVICE	\$0		\$0	
0011701-571000	QNIP DEBT SERVICE - PRINCIPAL	\$139,302		\$139,302	
0011701-572000	QNIP DEBT SERVICE - INTEREST	\$1,892		\$1,892	
TOTAL QNIP EXPENDITURES		\$141,194	\$0	\$141,194	
ZONING					
0012402-512000	REGULAR SALARIES	\$101,598		\$101,598	
0012402-516000	COMPENSATED ABSENCES	\$0		\$0	
0012402-521000	PAYROLL TAXES	\$7,772		\$7,772	
0012402-522000	FRS RETIREMENT CONTRIBUTION	\$8,612		\$8,612	
0012402-523000	HEALTH & LIFE INSURANCE	\$0		\$0	
0012402-534110	CONTRACTUAL SERVICES	\$0		\$0	
SUB-TOTAL ZONING EXPENDITURES		\$117,982	\$0	\$117,982	
TOTAL BUILDING & ZONING EXPENDITURES		\$117,982	\$0	\$117,982	
PARKS & RECREATION					
0017207-512000	REGULAR SALARIES	\$361,248		\$361,248	
0017207-514000	OVERTIME	\$1,000		\$1,000	
0017207-521000	PAYROLL TAXES	\$27,635		\$27,635	
0017207-522000	FRS RETIREMENT CONTRIBUTION	\$30,623		\$30,623	
0017207-523000	HEALTH & LIFE INSURANCE	\$111,790		\$111,790	
0017207-523003	HEALTH INSURANCE ALLOWANCE	\$0		\$0	
0017207-523100	WIRELESS STIPEND	\$2,400		\$2,400	
0017207-531000	PROFESSIONAL SERVICES	\$0		\$0	
0017207-531080	DIGITAL IMAGING	\$0		\$0	
0017207-540000	TRAVEL & PER DIEM	\$1,560		\$1,560	
0017207-541010	MOBILE PHONES	\$0		\$0	
0017207-546010	REPAIR & MAINTENANCE-VEHICLES	\$5,000		\$5,000	
0017207-547000	PRINTING & BINDING	\$0		\$0	
0017207-549070	ADMINISTRATIVE SUPPORT	\$0		\$0	
0017207-549093	CREDIT CARD FEES	\$3,000		\$3,000	
0017207-549200	MISCELLANEOUS EXPENSE	\$700		\$700	
0017207-549290	PARKS - PERMIT FEES	\$0		\$0	
0017207-549300	COACHES BACKGROUND CHECK	\$5,000		\$5,000	
0017207-549310	CHECK CERTIFICATION CLINIC	\$2,500		\$2,500	
0017207-552000	OPERATING SUPPLIES	\$0		\$0	
0017207-552010	UNIFORMS	\$0		\$0	
0017207-552020	FUEL & LUBRICANTS	\$4,500		\$4,500	
0017207-553090	NON CAPITAL OUTLAY	\$0		\$0	
0017207-555500	FDEA COMM OF LIFETIME GRANT	\$0		\$0	
0017207-569000	CAPITAL OUTLAY	\$0		\$0	
SUB-TOTAL PARKS SERVICES		\$556,956	\$0	\$556,956	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
ROYAL OAKS PARK					
0017217-534010	JANITORIAL SERVICES	\$60,880		\$60,880	
0017217-541000	TELEPHONE SERVICES	\$11,000		\$11,000	
0017217-543000	UTILITY SERVICES	\$100,000	\$5,600	\$105,600	To fund waste removal increase with new vendor.
0017217-546000	REPAIR & MAINTENANCE-CONTRACT	\$285,000		\$285,000	
0017217-546003	REPAIR & MAINTENANCE-GROUNDS	\$75,000		\$75,000	
0017217-546300	REPAIR & MAINTENANCE-FACILITY	\$31,250		\$31,250	
0017217-553090	NON-CAPITAL OUTLAY	\$5,000		\$5,000	
0017217-563000	INFRASTRUCTURE	\$0		\$0	
0017217-564000	MACHINERY & EQUIPMENT	\$0		\$0	
0017217-569000	ROYAL OAKS PARK IMPROVEMENT	\$0		\$0	
SUB-TOTAL ROYAL OAKS PARK		\$568,130	\$5,600	\$573,730	
PICNIC PARK EAST-YOUTH CENTER					
0017227-512000	REGULAR SALARIES	\$35,805		\$35,805	
0017227-521000	PAYROLL TAXES	\$2,739		\$2,739	
0017227-522000	FRS RETIREMENT CONTRIBUTION	\$3,035		\$3,035	
0017227-523000	HEALTH & LIFE INSURANCE	\$14,452		\$14,452	
0017227-523100	WIRELESS STIPEND	\$0		\$0	
0017227-534010	JANITORIAL SERVICES	\$27,040		\$27,040	
0017227-541000	TELEPHONE SERVICES	\$3,500		\$3,500	
0017227-543000	UTILITY SERVICES	\$13,000	\$3,600	\$16,600	To fund waste removal increase with new vendor.
0017227-546000	REPAIR & MAINTENANCE-CONTRACT	\$13,000		\$13,000	
0017227-546003	REPAIR & MAINTENANCE-GROUNDS	\$5,000		\$5,000	
0017227-546300	REPAIR & MAINTENANCE-FACILITY	\$18,000		\$18,000	
0017227-549200	MISCELLANEOUS EXPENSE	\$0		\$0	
0017227-553090	NON-CAPITAL OUTLAY-PARK IMPROVEMENT	\$5,000		\$5,000	
0017227-563001	INFRASTRUCTURE	\$0		\$0	
0017227-564000	MACHINERY AND EQUIPMENT	\$0		\$0	
0017227-567000	WORK OF ART/COLLECTIONS	\$0		\$0	
SUB-TOTAL PICNIC PARK EAST-YOUTH CENTER		\$140,571	\$3,600	\$144,171	
PICNIC PARK WEST - MARY COLLINS COMMUNITY CENTER					
0017237-534010	JANITORIAL SERVICES	\$48,880		\$48,880	
0017237-541000	TELEPHONE SERVICES	\$4,920		\$4,920	
0017237-543000	UTILITY SERVICES	\$23,500	\$7,000	\$30,500	To fund waste removal increase with new vendor.
0017237-546000	REPAIR & MAINTENANCE-CONTRACT	\$33,000		\$33,000	
0017237-546003	REPAIR & MAINTENANCE-GROUNDS	\$7,500		\$7,500	
0017237-546300	REPAIR & MAINTENANCE-FACILITY	\$27,000		\$27,000	
0017237-553090	PARKS IMPROVEMENT - OPERATING	\$15,000		\$15,000	
0017237-563000	INFRASTRUCTURE	\$0		\$0	
0017237-564000	MACHINERY & EQUIPMENT	\$0		\$0	
0017237-569000	PARKS - CAPITAL OUTLAY	\$0		\$0	
SUB-TOTAL PICNIC PARK WEST-MCCC		\$159,800	\$7,000	\$166,800	
MIAMI LAKES OPTIMIST PARK					
0017247-534010	JANITORIAL SERVICES	\$26,200		\$26,200	
0017247-541000	TELEPHONE SERVICES	\$7,000		\$7,000	
0017247-543000	UTILITY SERVICES	\$76,668	\$8,300	\$84,968	To fund waste removal increase with new vendor.
0017247-546000	REPAIR & MAINTENANCE-CONTRACT	\$456,000		\$456,000	
0017247-546003	REPAIR & MAINTENANCE-GROUNDS	\$41,500		\$41,500	
0017247-546300	REPAIR & MAINTENANCE-FACILITY	\$20,000	\$7,500	\$27,500	To fund the replacement of the control panel for the water pump station at MLOP.
0017247-548150-SPT	SPORTS HALL OF FAME	\$400		\$400	
0017247-549250	HURRICANE WILMA	\$0		\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
0017247-553055	MIAMI LAKES PARK MARINA OPERATIONS	\$500		\$500	
0017247-553090	MIAMI LAKES PARK/IMPROVEMENTS	\$20,000	-\$7,500	\$12,500	Transferring funds to replace the control panel for the water pump station at MLOP.
0017247-563000	INFRASTRUCTURE	\$0		\$0	
0017247-564000	CAPITAL OUTLAY-MACHINERY & EQUIPMENT	\$0		\$0	
SUB-TOTAL MIAMI LAKES OPTIMIST PARK		\$648,268	\$8,300	\$656,568	
MINI PARKS - POCKET PARKS					
0017257-543000	UTILITY SERVICES	\$31,000		\$31,000	
0017257-546000	REPAIR & MAINTENANCE-CONTRACT	\$290,000		\$290,000	
0017257-546003	REPAIR & MAINTENANCE-GROUNDS	\$64,650		\$64,650	
0017257-546025	MINI PARKS-TREE TRIMMING	\$27,500		\$27,500	
0017257-546300	REPAIR & MAINTENANCE-FACILITY	\$0		\$0	
0017257-555500	FURNITURE & NON CAPITAL OUTLAY	\$5,000		\$5,000	
0017257-555500	PARK IMPROVEMENT - INFRASTRUCTURE	\$0		\$0	
0017257-564000	MACHINERY & EQUIPMENT	\$0		\$0	
SUB-TOTAL MINI PARKS-POCKET PARKS		\$418,150	\$0	\$418,150	
BARBARA GOLEMAN					
0017267-546080	BARBARA GOLEMAN MAINTENANCE	\$4,000		\$4,000	
SUB-TOTAL BARBARA GOLEMAN		\$4,000	\$0	\$4,000	
TOTAL PARKS - COMMUNITY SERVICES		\$2,495,876	\$24,500	\$2,520,375	
RECREATION SERVICES					
0017907-512000	REGULAR SALARIES	\$151,082		\$151,082	
0017907-521000	PAYROLL TAXES	\$11,558		\$11,558	
0017907-522000	FRS RETIREMENT CONTRIBUTION	\$12,807		\$12,807	
0017907-523000	HEALTH & LIFE INSURANCE	\$28,903		\$28,903	
0017907-523100	WIRELESS STIPEND	\$1,440		\$1,440	
0017907-548202	YOUTH CENTER COMMUNITY PROGRAMS	\$8,000		\$8,000	
0017907-549403	TOWN COMMUNITY PROGRAMS	\$14,890		\$14,890	
SUB-TOTAL RECREATION SERVICES		\$228,680	\$0	\$228,680	
ECONOMIC DEVELOPMENT					
0017937-512000	REGULAR SALARIES	\$71,158		\$71,158	
0017937-521000	PAYROLL TAXES	\$5,444		\$5,444	
0017937-522000	FRS RETIREMENT CONTRIBUTION	\$6,032		\$6,032	
0017937-523000	HEALTH & LIFE INSURANCE	\$9,988		\$9,988	
0017937-523100	WIRELESS STIPEND	\$480		\$480	
0017937-531000	PROFESSIONAL SERVICES	\$3,600		\$3,600	
SUB-TOTAL ECONOMIC DEVELOPMENT		\$96,701	\$0	\$96,702	
COMMUNICATIONS					
0017947-512000	REGULAR SALARIES	46,631		46,631	
0017947-521000	PAYROLL TAXES	3,567		3,567	
0017947-522000	FRS RETIREMENT CONTRIBUTION	3,953		3,953	
0017947-541300	SOCIAL MEDIA PLAN	\$14,500		14,500	
SUB-TOTAL COMMUNICATIONS		\$68,651	\$0	\$68,651	
SPECIAL EVENTS					
0017957-512000	REGULAR SALARIES	\$89,738		\$89,738	
0017957-521000	PAYROLL TAXES	\$6,865		\$6,865	
0017957-522000	FRS RETIREMENT CONTRIBUTION	\$7,607		\$7,607	
0017957-523000	HEALTH & LIFE INSURANCE	\$16,282		\$16,282	
0017957-523100	WIRELESS STIPEND	\$480		\$480	
0017957-549418	SPECIAL EVENTS VETERANS DAY	\$6,000		\$6,000	
0017957-549421	SPECIAL EVENTS 4TH JULY	\$30,000		\$30,000	
0017957-549429	OTHER EVENTS	\$10,000		\$10,000	
SUB-TOTAL SPECIAL EVENTS		\$166,972	\$0	\$166,972	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
 Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
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COMMITTEES

NEIGHBORHOOD IMPROVEMENT COMMITTEE

0011551-548159	ANNUA-ANNUAL KAYAK RACE	\$0		\$0	
0011551-548159	CRIME-CRIME WATCH FORUM	\$0		\$0	
0011561-548152	AWARD-BEAUTIFICATION AWARDS	\$0		\$0	
0017447-548159	AWARD-BEAUTIFICATION AWARDS	\$750		\$750	
0017447-548159	HOA-QUARTERLY MEETINGS	\$200		\$200	
0017447-548159	LAKE-LAKE AWARENESS MONTH	\$200		\$200	
0017447-548159	LAKE TESTING	\$0		\$0	
0017447-548159	LITT-ANTI LITTER CAMPAIGN	\$0		\$0	
0017447-548159	PEDES-PEDESTRIAN & BIKE INITIATIVES	\$5,500		\$5,500	
0017447-548159	PROJ-COMMUNITY PROJECTS/HOME IMPROVEMEN	\$0		\$0	
0017447-548159	THE HOUSE/BUSINESS MONTH CONTEST	\$0		\$0	
TOTAL NEIGHBORHOOD IMPROVEMENT COMMITTEE		\$6,650	\$0	\$6,650	

CULTURAL AFFAIRS COMMITTEE

0017307-548150	SPECIAL EVENTS CULTURAL AFFAIRS COMMITTEE	\$0		\$0	
0017307-548151	CULTURAL AFFAIRS COMMITTEE	\$0		\$0	
0017307-548151	BASEL-ART BASEL MIAMI LAKES	\$500		\$500	
0017307-548151	BLACK-BLACK HISTORY MONTH CONCERT	\$3,000		\$3,000	
0017307-548151	BOOK-BOOK READING	\$750		\$750	
0017307-548151	COF-CONCERT ON THE FAIRWAY	\$10,500		\$10,500	
0017307-548151	CON-CONCERTS	\$5,000		\$5,000	
0017307-548151	FOUR-FOURTH OF JULY	\$11,000		\$11,000	
0017307-548151	FT-FISHING TOURNAMENT	\$500		\$500	
0017307-548151	HISP-HISPANIC HERITAGE	\$3,000		\$3,000	
0017307-548151	S FLI-SPRING FLING(PAINT A PICTURE)	\$750		\$750	
0017307-548151	WOMEN-WOMEN HISTORY MONTH	\$2,000		\$2,000	
TOTAL CULTURAL AFFAIRS COMMITTEE		\$37,000	\$0	\$37,000	

ECONOMIC DEVELOPMENT COMMITTEE

0017457-549200	ECODV-MISCELLANEOUS EXPENSES	\$0		\$0	
0017457-549200	MARKE-MARKETING MATERIALS	\$10,000		\$10,000	
0017457-549200	ML CH-CHAMBER EXPO	\$10,000		\$10,000	
0017457-549200	REALT-REALTOR EVENTS	\$0		\$0	
0017457-549200	SHOWS-TRADE SHOWS CONVENTIONS	\$0		\$0	
TOTAL ECONOMIC DEVELOPMENT COMMITTEE		\$20,000	\$0	\$20,000	

EDUCATION ADVISORY BOARD

0017407-548150	EDUCATIONAL ADVISORY BOARD	\$0		\$0	
0017407-548156	EDUCATIONAL ADVISORY BOARD	\$0		\$0	
0017407-548156	APLAN-AP LANGUAGE ARTS PROGRAM	\$26,500		\$26,500	
0017407-548156	EVENT-TOWN EVENTS	\$1,000		\$1,000	
0017407-548156	FCAT-FCAT TUTORING	\$0		\$0	
0017407-548156	FRIEN-FRIENDS OF THE LIBRARY	\$4,000		\$4,000	
0017407-548156	IMAG-IMAGINATION LIBRARY	\$4,000		\$4,000	
0017407-548156	MISC-MISCELLANEOUS EXPENSES	\$0		\$0	
0017407-548156	MLIC-MIAMI LAKES K-8 INSTRUCTIONAL COSTS	\$0		\$0	
0017407-548156	SAT-SAT/ACT PREP COURSES	\$0		\$0	
0017407-548156	STEM-ELECTIVE COURSES	\$10,000		\$10,000	
0017407-548156	TECH-TECHNOLOGY & MEDIA	\$0		\$0	
0017407-548156	TEST STANDARDIZED TESTING SUPPORT	\$0		\$0	
TOTAL EDUCATIONAL ADVISORY BOARD		\$45,500	\$0	\$45,500	

ELDERLY AFFAIRS COMMITTEE

0017417-548150	ELDERLY AFFAIRS COMMITTEE	\$0		\$0	
0017417-548150	ART-THE ART COLLABORATIVE	\$0		\$0	
0017417-548150	BEEFR-TRANSPORTATION BEE FREE (SAT & SUN)	\$2,500		\$2,500	
0017417-548150	BOXIN-ROCK STEADY BOXING	\$2,500		\$2,500	
0017417-548150	COMPC-COMPUTER CLASSES SUPPLIES	\$0		\$0	
0017417-548150	DOMT-DOMINO TOURNAMENT	\$0		\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
0017417-548150	FORU-COMMUNITY FORUMS	\$1,000		\$1,000	
0017417-548150	HALLO-HALLOWEEN SOCIAL	\$0		\$0	
0017417-548150	HELPH-HELPING HANDS	\$0		\$0	
0017417-548150	HF-EAC-HEALTH FAIR	\$500		\$500	
0017417-548150	HOLID-HOLIDAY SOCIAL	\$0		\$0	
0017417-548150	MEET-MEETING EXPENSES	\$0		\$0	
0017417-548150	METET-MEET & EAT	\$7,000		\$7,000	
0017417-548150	MISC-MISCELLANEOUS EXPENSE	\$500		\$500	
0017417-548150	SENIO-SENIOR FIELD TRIP	\$6,000		\$6,000	
0017417-548150	SG-SENIOR GAMES	\$0		\$0	
0017417-548150	SL-SENIOR LECTURES	\$0		\$0	
0017417-548150	SLU-SENIOR LUAU	\$0		\$0	
0017417-548150	SNAB-SPECIAL NEEDS ADVISORY BOARD	\$10,000	-\$10,000	\$0	Transferring and allocating budgeted funds to the correct account.
0017417-548150	SRRES-SENIOR RESOURCE GUIDE PUBLICATION	\$0		\$0	
0017417-548150	SRSOF-SENIOR SOFTBALL GEEZER BALL	\$0		\$0	
0017417-548150	SS-SENIOR SOCIAL	\$12,000		\$12,000	
0017417-548150	VAL-VALENTINE DAY EVENT	\$0		\$0	
0017417-549413	A MATTER OF BALANCE	\$0		\$0	
TOTAL ELDERLY AFFAIRS COMMITTEE		\$42,000	-\$10,000	\$32,000	
YOUTH ACTIVITIES TASK FORCE					
0017427-548150	YOUTH ACTIVITIES TASK FORCE	\$0		\$0	
0017427-548154	YOUTH ACTIVITIES TASK FORCE	\$0		\$0	
0017427-548154	ART-THE ART COLLABORATIVE	\$0		\$0	
0017427-548154	BOARD-BOARD GAME NIGHTS	\$0		\$0	
0017427-548154	BR-BICYCLE RODEO	\$5,000		\$5,000	
0017427-548154	EEH-EASTER EGG HUNT	\$0		\$0	
0017427-548154	FISHI-FISHING CLINIC	\$0		\$0	
0017427-548154	FIT-FIT FAIR	\$0		\$0	
0017427-548154	HHH-HALLOWEEN HAUNTED HOUSE	\$15,000		\$15,000	
0017427-548154	HIST-HISTORICAL SCAVENG	\$0		\$0	
0017427-548154	ICE-ICE CREAM SOCIAL	\$500		\$500	
0017427-548154	JUST-JUST RUN	\$1,000		\$1,000	
0017427-548154	KITE-GO FLY A KITE	\$0		\$0	
0017427-548154	MISC-MISCELLANEOUS EXPENSE	\$0		\$0	
0017427-548154	MLR-MIAMI LAKES ROCKS	\$0		\$0	
0017427-548154	MP-MOVIES IN THE PARK	\$7,500		\$7,500	
0017427-548154	RELAY-RELAY FOR LIFE	\$0		\$0	
0017427-548154	SPCL-SPECIAL NEEDS	\$0		\$0	
0017427-548154	SPORT-SPORTS PALOOZA/PRO SPORTS DAY	\$0		\$0	
0017427-548154	SPRIN-SPRING FLING	\$7,000		\$7,000	
0017427-548154	SUM-SUMMER YOUTH EMPLOYMENT INITIATIVE	\$150		\$150	
0017427-548154	VAL-VALENTINE DAY EVENT	\$0		\$0	
0017427-548154	WINTR-WINTERFEST	\$0		\$0	
TOTAL YOUTH ACTIVITIES TASK FORCE		\$36,150	\$0	\$36,150	
PUBLIC SAFETY COMMITTEE					
0012122-548157	PUBLIC SAFETY COMMITTEE	\$0		\$0	
0012122-548157	BANN-BANNERS	\$0		\$0	
0012122-548157	BRKF-POLICE APPRECIATION BREAKFAST	\$1,500		\$1,500	
0012122-548157	CERT-TRAINING (CPR, AED, CERT, SELF-DEFENSE)	\$250		\$250	
0012122-548157	EDMAT-EDUCATIONAL MATERIALS	\$250		\$250	
0012122-548157	SHIRT-SHIRTS & SUPPLIES	\$300		\$300	
TOTAL PUBLIC SAFETY COMMITTEE		\$2,300	\$0	\$2,300	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
VETERANS AFFAIRS COMMITTEE					
0017437-548158	5KRUN-VETERAN 5K RUN	\$0		\$0	
0017437-548158	VETERANS AFFAIRS COMMITTEE	\$0		\$0	
0017437-548158	CARE-CARE PACKAGE DRIVE	\$500		\$500	
0017437-548158	DED C-DEDICATION CEREMONY-VETS MEMO	\$0		\$0	
0017437-548158	FLAG-FLAG RETIREMENT CEREMONY	\$0		\$0	
0017437-548158	DED C-MEMORIAL HONOR FUND	\$250		\$250	
0017437-548158	MM-MARLINS FIELD TRIP ON MILITARY	\$0		\$0	
0017437-548158	MTB-MILITARY TRIBUTE BANNER	\$2,500		\$2,500	
0017437-548158	ODARK-VETERANS AFFAIRS	\$0		\$0	
0017437-548158	PLAQU-PURCH TREES W/PLAQUES	\$1,000		\$1,000	
0017437-548158	V COM-VETERANS COMMITTEE SHIRTS	\$250		\$250	
0017437-548158	VET J-VETERANS JOB FAIR	\$0		\$0	
	TOTAL VETERANS AFFAIRS COMMITTEE	\$4,500	\$0	\$4,500	
SPECIAL NEEDS ADVISORY BOARD					
0017467-548162	SPECIAL NEEDS ADVISORY BOARD	\$0	\$10,000	\$10,000	Allocating budgeted funds to correct account.
	TOTAL SPECIAL NEEDS ADVISORY BOARD	\$0	\$10,000	\$10,000	
	TOTAL COMMITTEES EXPENDITURES	\$194,100	\$0	\$194,100	
TOTAL COMMUNITY OUTREACH & ENGAGEMENT EXPENDITURES		\$755,104	\$0	\$755,105	
PUBLIC WORKS					
0014104-512000	REGULAR SALARIES	\$145,808		\$145,808	
0014104-512006	ADMINISTRATIVE SUPP TO STORMWA	\$0		\$0	
0014104-513010	REIMB FROM STORMWATER	\$0		\$0	
0014104-514000	OVERTIME	\$0		\$0	
0014104-516000	COMPENSATED ABSENCES	\$0		\$0	
0014104-521000	PAYROLL TAXES	\$11,154		\$11,154	
0014104-522000	FRS RETIREMENT CONTRIBUTION	\$12,360		\$12,360	
0014104-523000	HEALTH & LIFE INSURANCE	\$23,946		\$23,946	
0014104-523003	HEALTH INSURANCE ALLOWANCE	\$0		\$0	
0014104-523100	WIRELESS STIPEND	\$480		\$480	
0014104-531000	PROFESSIONAL SERVICES	\$0		\$0	
0014104-531211	TREE INVENTORY	\$0		\$0	
0014104-531300	TOWN ENGINEER	\$15,000		\$15,000	
0014104-534110	PERMITS PLAN REVIEW	\$35,000		\$35,000	
0014104-541010	MOBILE PHONES	\$0		\$0	
0014104-546000	REPAIR & MAINTENANCE-STREET LIGHTS	\$70,000		\$70,000	
0014104-546010	REPAIR & MAINTENANCE-VEHICLES	\$4,000		\$4,000	
0014104-546030	NEW TREE PLANTING	\$0		\$0	
0014104-549120	LOCAL GAS OPTION 6¢ REIMBUR	\$0		\$0	
0014104-549141	UNDERGROUND UTILITY LOCATION	\$33,353		\$33,353	
0014104-549200	MISCELLANEOUS EXPENSE	\$3,000		\$3,000	
0014104-549272	HURRICANE FAIR	\$0		\$0	
0014104-552000	OPERATING SUPPLIES	\$3,000		\$3,000	
0014104-552010	UNIFORMS	\$0		\$0	
0014104-552020	FUEL & LUBRICANTS	\$3,000		\$3,000	
0014104-552030	VEHICLES MAINTENANCE	\$0		\$0	
0014104-555500	FURN & EQUIP NON CAPITAL	\$2,000		\$2,000	
0014104-564000	MACHINERY & EQUIPMENT	\$0		\$0	
0014104-569000	CAPITAL OUTLAY	\$0		\$0	
	SUB-TOTAL PUBLIC WORKS ADMINISTRATION	\$362,102	\$0	\$362,101	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
PUBLIC WORKS-GREEN SPACE					
0014124-543010	RIGHT-OF-WAY ELECTRICITY	\$7,000		\$7,000	
0014124-543020	UTILITY-WATER	\$42,000		\$42,000	
0014124-546000	REPAIR & MAINTENANCE	\$515,819		\$515,819	
0014124-546001	PUBLIC WORK ENTRY MAINTENANCE	\$2,800		\$2,800	
0014124-546002	EXTERMINATION SERVICES	\$3,000		\$3,000	
0014124-546020	PW TREE REMOVAL	\$30,000		\$30,000	
0014124-546025	TREE TRIMMING	\$262,879		\$262,879	
0014124-546030	NEW TREE PLANTING	\$55,000		\$55,000	
0014124-546030	FAMTR NEW TREE PLANTING	\$0.00		\$0	
0014124-546035	TREE REPLACEMENT PROG-BLACK OL	\$0.00		\$0	
0014124-549170	BEAUTIFICATION PLAN	\$0.00		\$0	
SUB-TOTAL PUBLIC WORKS-GREEN SPACE		\$918,498	\$0	\$918,498	
TOTAL PUBLIC WORKS EXPENDITURES		\$1,280,600	\$0	\$1,280,599	
NON-DEPARTMENTAL					
0011371-519100	BAD DEBT EXPENSE- EMPLOY TAX 1	\$0		\$0	
0011371-519110	BAD DEBT EXPENSE- ALARMS	\$0		\$0	
0011371-581000	RESERVE FOR COMMITTEES FUTURE DONATIONS	\$40,000		\$40,000	
0011371-581000	OPERATING SURPLUS	\$0		\$0	
0011371-581001	RESERVE FOR LITIGATION/SETTLEMENT	\$342,500		\$342,500	
0011371-581002	RESERVE FOR RENEWAL AND REPLACEMENT -	\$0		\$0	
0011371-592490	EX ORD ITEM, PUBLIC OFFICIALS LEGAL REIMB	\$0		\$0	
0011371-593490	SPECIAL ITEM, FEMA REIMB	\$0		\$0	
TOTAL NON-DEPARTMENTAL EXPENDITURES		\$382,500	\$0	\$382,500	
TOTAL GENERAL FUND EXPENDITURES		\$17,359,992	\$0	\$17,359,992	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
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SPECIAL REVENUE FUND

TRANSPORTATION GAS TAX

REVENUES

1014134-312410	1ST LOCAL OPT GAS TAXES - 6c	\$390,645		\$390,645	
1014134-370003	SR TRANSP BUDGET CARRYFORWARD	\$11,892		\$11,892	
TOTAL REVENUES		\$402,537	\$0	\$402,537	

EXPENSES

1011311-591040	TRANSFERS OUT-GENERAL FUND	\$0		\$0	
1014134-531355	TRANSP- ADA COMPLIANCE	\$25,000		\$25,000	
1014134-546190	ROADS - POTHOLE REPAIRS	\$20,000		\$20,000	
1014134-546191	SIDEWALK PRESSURE CLEANING	\$60,000		\$60,000	
1014134-546200	ROADS - SIDEWALK REPLACEMENT	\$201,537		\$201,537	
1014134-546210	ROADS - STRIPING & SIGNS	\$16,000		\$16,000	
1014134-549002	ROADS - CONTINGENCY	\$0		\$0	
1014134-553400	TRANSP - ROAD SYSTEM MAINT	\$80,000		\$80,000	
1014134-553410	GF REIMB FOR PW ACTIVITY	\$0		\$0	
1014134-591041	TRANSFER TO CAPITAL PROJECTS FUND	\$0		\$0	
TOTAL EXPENDITURES		\$402,537	\$0	\$402,537	
NET TRANSPORTATION GAS TAX FUND		\$0	\$0	\$0	

TRANSIT

REVENUES

101-331490	FTA-SRTA HYBRID BUS	\$0		\$0	
101-334402	STATE GRANT BUS OPERATING	\$0		\$0	
101-334727	TRAFFIC STUDY GRANT	\$0		\$0	
1014414-335180	COUNTY TRANSIT SURTAX 20% SALES TAX	\$270,000		\$270,000	
1014414-369905 BEE	CONTRIBUTIONS & DONATIONS-FREEBEE ADVERTISI	\$30,000		\$30,000	
1014414-370006	SR TRANSIT 20% PTP CARRYFORWARD	\$93,371		\$93,371	
TOTAL TRANSIT REVENUES		\$393,371	\$0	\$393,371	

EXPENSES

1014414-512000	REGULAR SALARIES	\$40,173	\$700	\$40,873	Cost of living adjustment.
1014414-512999	COST OF LIVING ADJUSTMENT/BONUS	\$0		\$0	
1014414-521000	PAYROLL TAXES	\$3,073		\$3,073	
1014414-522000	FRS RETIREMENT CONTRIBUTION	\$3,405		\$3,405	
1014414-523000	HEALTH & LIFE INSURANCE	\$7,342	-\$700	\$6,642	Health insurance savings to fund the cost of living adjustment.
1014414-531000	PROFESSIONAL SERVICES	\$0		\$0	
1014414-531335	O & D STUDY MATCH	\$0		\$0	
1014414-531390	TRAFFIC STUDIES	\$20,000		\$20,000	
1014414-534141	TRANSIT BUS CIRCULATOR (FREEBEE)	\$250,000		\$250,000	
1014414-540000	TRAVEL & PER DIEM	\$1,250		\$1,250	
1014414-545000	TRANSIT BUS SHELTER INSURANCE	\$30,925		\$30,925	
1014414-546000	REPAIR & MAINTENANCE-TRANSIT BUS SHELTERS	\$8,840	\$3,313	\$12,153	Transfer of \$3,313 from contingency.
1014414-546007	REPAIR & MAINTENANCE-GPS	\$0		\$0	
1014414-546010	REPAIR & MAINTENANCE-VEHICLES	\$0		\$0	
1014414-548000	MARKETING PROMOTIONAL SUPPORT	\$5,000		\$5,000	
1014414-549002	CONTINGENCY	\$8,863	-\$3,313	\$5,550	Adjustment to contingency reserve to place funding in bus shelter maintenance.
1014414-549350	TRANSIT ADMIN PROG EXP5%	\$13,500		\$13,500	
1014414-549442	CAR CHARGING STATION	\$0		\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
 Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
1014414-552020	FUEL & LUBRICANTS	\$0		\$0	
1014414-554010	EDUCATION & TRAINING	\$1,000		\$1,000	
1014414-564025	BUS STOP SIGNS	\$0		\$0	
1014414-564026	GLOBAL POSITIONING SYSTEM	\$0		\$0	
1014414-591040	TRANSFERS OUT-GENERAL FUND	\$0		\$0	
1014164-531500	MPO GRANT O & D STUDY	\$0		\$0	
1014164-564019	HYBRID ELECTRIC BUS	\$0		\$0	
1014164-564020	TRANSIT DIESEL BUS ACQUISITION	\$0		\$0	
TOTAL TRANSIT EXPENDITURES		\$393,371	\$0	\$393,371	
NET TRANSIT FUND		\$0	\$0	\$0	

TREE ORDINANCE-BLACK OLIVE REMOVAL PROGRAM

REVENUES

101-329341	BLACK OLIVE PROGRAM-ANALYSIS	\$0		\$0	
1012412-329401	BLACK OLIVE PROGRAM-FEE	\$2,500		\$2,500	
1012412-329402	TREE REMOVAL PROGRAM-FEE	\$7,500		\$7,500	
1012412-381119	TRANSFER IN FROM GENERAL FUND	\$0		\$0	
1012412-370007	BUDGET CARRYFORWARD	\$27,370		\$27,370	
TOTAL REVENUES		\$37,370	\$0	\$37,370	

EXPENSES

1012412-531205	BLACK OLIVE TREE PROGRAM	\$37,370		\$37,370	
1018108-591040	TRANSFER OUT-GENERAL FUND	\$0		\$0	
TOTAL EXPENDITURES		\$37,370	\$0	\$37,370	
NET TREE ORDINANCE-BLACK OLIVE REMOVAL PROGRAM		\$0	\$0	\$0	

PEOPLE'S TRANSPORTATION PLAN (PTP 80%)

REVENUES

101-331552	FTA-SRTA DIESEL BUS	\$0		\$0	
1014114-329123	STAFF COSTS	\$0		\$0	
1014114-335185	TRANSPORTATION 80% PTP	\$1,080,000		\$1,080,000	
1014114-361100	INTEREST INCOME	\$10,000		\$10,000	
1014114-369300	INSURANCE CLAIMS	\$0		\$0	
1014114-370002	TRANSPORTATION BUDGET CARRYFORWARD	\$106,565		\$106,565	
1014114-381300	TRANSFER IN FROM GENERAL FUND	\$0		\$0	
TOTAL REVENUES		\$1,196,565	\$0	\$1,196,565	

EXPENSES

1014114-512000	REGULAR SALARIES	\$40,173	\$700	\$40,873	Cost of living adjustment.
1014114-512999	COST OF LIVING ADJUSTMENT/BONUS	\$0		\$0	
1014114-521000	PAYROLL TAXES	\$3,073		\$3,073	
1014114-522000	FRS RETIREMENT CONTRIBUTION	\$3,405		\$3,405	
1014114-523000	HEALTH & LIFE INSURANCE	\$7,342	-\$700	\$6,642	Health insurance savings to fund the cost of living adjustment.
1014114-531000	PROFESSIONAL SERVICES	\$0		\$0	
1014114-531391	TRANSPORTATION STUDIES	\$97,000		\$97,000	
1014114-534150	DEMAND SERVICES - CONTRACT	\$0		\$0	
1014114-540000	TRAVEL & PER DIEM	\$2,500		\$2,500	
1014114-543010	STREET LIGHTING UTILITIES	\$250,000		\$250,000	
1014114-546000	REPAIRS & MAINTENANCE-STREET LIGHTING	\$0		\$0	
1014114-546008	REPAIR & MAINTENANCE-BIKEPATHS/GREENWAY	\$7,996		\$7,996	
1014114-549002	CONTINGENCY	\$11,076		\$11,076	
1014114-549350	ADMIN PTP EXP 5%	\$54,000		\$54,000	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
1014114-563004	LIGHT POLE	\$0		\$0	
1014114-563612	LED LIGHT RETROFIT	\$0		\$0	
1014114-564000	MACHINERY & EQUIPMENT	\$0		\$0	
1014114-591020	TRANSFER OUT- CIP PARKS	\$0		\$0	
1014114-591036	TRANSFER CAPITAL-STORMWATER	\$0		\$0	
1014114-591041	TRANSFER CAPITAL-TRANSPORTATION	\$720,000		\$720,000	
1014114-591061	TRANSFER TO SERIES 2013	\$0		\$0	
TOTAL EXPENDITURES		\$1,196,565	\$0	\$1,196,565	
NET PEOPLES TRANSPORTATION PLAN (PTP80%)		\$0	\$0	\$0	

MOBILITY FEE TRUST ACCOUNT FUND

REVENUE

1014184-329002	MOBILITY FEE	\$217,750		\$217,750	
101-370008	BUDGET CARRYFORWARD	\$0		\$0	
TOTAL REVENUES		\$217,750	\$0	\$217,750	

EXPENSES

1014184-531000	PROFESSIONAL SERVICES	\$0		\$0	
1014184-531390	TRAFFIC STUDIES	\$0		\$0	
1014184-549002	CONTINGENCY RESERVES	\$117,750		\$117,750	
1014184-591041	TRANSFER TO CAPITAL-TRANSPORTATION	\$100,000		\$100,000	
TOTAL EXPENDITURES		\$217,750	\$0	\$217,750	
NET MOBILITY FEE TRUST FUND		\$0	\$0	\$0	

SPECIAL REVENUES-OTHER

REVENUES

101-329004	LARGE PARK IN LIEU	\$0		\$0	
101-329005	GREENWAY IN LIEU	\$0		\$0	
1011361-329003	CONTRIBUTION FROM DEVELOPER	\$0		\$0	
1011361-370009	BUDGET CARRYFORWARD	\$300,000		\$300,000	
TOTAL REVENUES		\$300,000	\$0	\$300,000	

EXPENSES

1011361 549002	CONTINGENCY	\$300,000		\$300,000	
1011361 581040	TRANSFER TO GENERAL FUND	\$0		\$0	
TOTAL EXPENDITURES		\$300,000	\$0	\$300,000	
NET SPECIAL REVENUES-OTHER		\$0			

TOTAL SPECIAL REVENUE FUND REVENUES:	\$2,547,593	\$0	\$2,547,593
TOTAL SPECIAL REVENUE FUND EXPENDITURES:	\$2,547,593	\$0	\$2,547,593
NET SPECIAL REVENUE FUND	\$0	\$0	\$0

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
 Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
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IMPACT FEES FUND

PARKS IMPROVEMENT

REVENUES

105-361100	INTEREST INCOME	\$0		\$0	
1057207-324270-	PARKS IMPACT FEES - IMPROVEMENTS	\$175,000		\$175,000	
1057207-370001-PIMP	PARKS BUDGET CARRYFORWARD	\$65,691		\$65,691	
TOTAL REVENUES		\$240,691	\$0	\$240,691	

EXPENDITURES

1057207-549002-	CONTINGENCY - IMPROVEMENTS	\$240,691		\$240,691	
1057207-591035-	TRANSFER TO CPF - PARKS (PIMP)	\$0		\$0	
TOTAL EXPENDITURES		\$240,691	\$0	\$240,691	
NET PARKS IMPROVEMENT-IMPACT FEES FUND		\$0	\$0	\$0	

PARKS OPEN SPACE

REVENUES

1057207-324270-	PARKS IMPACT FEES - OPEN SPACE	\$175,000		\$175,000	
1057207-361100	INTEREST INCOME	\$0		\$0	
1057207-370001-POS	PARKS BUDGET CARRYFORWARD	\$1,067,205		\$1,067,205	
TOTAL REVENUES		\$1,242,205	\$0	\$1,242,205	

EXPENDITURES

1057207-549002	CONTINGENCY - OPEN SPACE	\$1,042,205		\$1,042,205	
1057207-591035 POS	TRANSFER TO CPF - PARKS (POS)	\$200,000		\$200,000	
TOTAL EXPENDITURES		\$1,242,205	\$0	\$1,242,205	
NET PARKS OPEN SPACE-IMPACT FEES FUND		\$0	\$0	\$0	

PUBLIC SAFETY IMPACT FEES

REVENUES

1052102-324220	PUBLIC SAFETY IMPACT FEES	\$66,700		\$66,700	
1052102-361100	INTEREST INCOME	\$0		\$0	
1052102-370015	PUBLIC SAFETY BUDGET CARRYFORWARD	\$77,189		\$77,189	
TOTAL REVENUES		\$143,889	\$0	\$143,889	

EXPENDITURES

1052102-549002	CONTINGENCY	\$0		\$0	
1052102-564000	MACHINERY & EQUIPMENT-LICENSE PLATE RECOGNITION SOFTWARE	\$143,889		\$143,889	
1052102-564000	MOBILE SPEED RADAR	\$0		\$0	
1052102-581022	TRANSFER TO CIP-FACILITIES	\$0		\$0	
1052102-581050	TRANSFER TO CPF-FACILITIES	\$0		\$0	
1052102-591010	TRANSFER TO SRF	\$0		\$0	
1052102-591022	TRANSFER TO CPF-FACILITIES	\$0		\$0	
TOTAL EXPENDITURES		\$143,889	\$0	\$143,889	
NET PUBLIC SAFETY IMPACT FEES		\$0	\$0	\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
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ROAD IMPACT FEES (IN LIEU OF)

REVENUES

1054144-324230	IMPACT FEES ROAD	\$273,634		\$273,634	
TOTAL REVENUES		\$273,634	\$0	\$273,634	

EXPENDITURES

1054114-549002	CONTINGENCY	\$0		\$0	
1054144-581050	TRANSFER TO CPF-TRANSPORTATION IMPROVEMENT	\$273,634		\$273,634	
TOTAL EXPENDITURES		\$273,634	\$0	\$273,634	
NET ROAD IMPACT FEES (IN LIEU OF)		\$0	\$0	\$0	

TOTAL IMPACT FEE FUND REVENUES	\$1,900,419	\$0	\$1,900,419
TOTAL IMPACT FEE FUND EXPENDITURES	\$1,900,419	\$0	\$1,900,419
NET IMPACT FEES FUND	\$0	\$0	\$0

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
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BUILDING DEPARTMENT FUND

REVENUES

107-361100	INTEREST INCOME	\$0		\$0	
1072402-322111	BUILDING PERMITS-LOST PLANS	\$10,000		\$10,000	
1072402-322113	BUILDING PERMITS	\$1,230,000		\$1,230,000	
1072402-322114	BUILDING PERMITS-VIOLATION FEE	\$35,000		\$35,000	
1072402-329123	STAFF COSTS	\$0		\$0	
1072402-354110	CODE COMPLIANCE EARLY PAYMENTS	\$0		\$0	
1072402-361100	INTEREST INCOME	\$40,000		\$40,000	
1072402-370000	FUND BALANCE CARRYFORWARD	\$2,600,442		\$2,600,442	
1072402-380900	MISCELLANEOUS INCOME	\$0		\$0	
1072402-381109	TRANSFER FROM GENERAL FUND	\$0		\$0	
1072432-322110	BUILDING PERMITS-TECHNOLOGY FEE	\$123,000		\$123,000	
TOTAL REVENUES		\$4,038,442	\$0	\$4,038,442	

EXPENDITURES

1072402-512000	REGULAR SALARIES	\$1,265,583	\$22,050	\$1,287,633	Cost of living adjustment.
1072402-512999	COST OF LIVING ADJUSTMENT/BONUS	\$0		\$0	
1072402-514000	OVERTIME	\$2,500		\$2,500	
1072402-521000	PAYROLL TAXES	\$97,324		\$97,324	
1072402-522000	FRS RETIREMENT CONTRIBUTION	\$107,134		\$107,134	
1072402-523000	HEALTH & LIFE INSURANCE	\$217,587	-\$22,050	\$195,537	Health insurance savings to fund the cost of living adjustment.
1072402-523003	HEALTH INSURANCE ALLOWANCE	\$0		\$0	
1072402-523100	WIRELESS STIPEND	\$2,400		\$2,400	
1072402-531000	PROFESSIONAL SERVICES	\$225,000		\$225,000	
1072402-534000	CONTRACTUAL SERVICES	\$0		\$0	
1072402-534101	BUILDING PLANS REVIEW	\$0		\$0	
1072402-534110	BUILDING CONTRACTUAL SERVICES	\$0		\$0	
1072402-540000	TRAVEL & PER DIEM	\$4,000		\$4,000	
1072402-540010	CAR ALLOWANCE	\$24,000		\$24,000	
1072402-541000	TELEPHONE SERVICES	\$0		\$0	
1072402-541010	MOBILE PHONES	\$0		\$0	
1072402-543010	BUILDING UTILITIES	\$0		\$0	
1072402-544010	BUILDING COPIER LEASE	\$2,200		\$2,200	
1072402-544030	BUILDING RENT	\$0		\$0	
1072402-545000	INSURANCE	\$75,000		\$75,000	
1072402-546000	REPAIR & MAINTENANCE-CONTRACTS	\$0		\$0	
1072402-547000	PRINTING & BINDING	\$600		\$600	
1072402-549002	CONTINGENCY RESERVE	\$1,481,091		\$1,481,091	
1072402-549070	ADMINISTRATIVE SUPPORT	\$257,575		\$257,575	
1072402-549090	FINANCIAL INSTITUTION FEES	\$0		\$0	
1072402-549093	CREDIT CARD FEES	\$47,000		\$47,000	
1072402-551000	OFFICE SUPPLIES	\$0		\$0	
1072402-552000	OPERATING SUPPLIES	\$0		\$0	
1072402-552010	UNIFORMS	\$4,000		\$4,000	
1072402-554000	SUBSCRIPTIONS & MEMBERSHIPS	\$2,500		\$2,500	
1072402-554010	EDUCATION & TRAINING	\$4,000		\$4,000	
1072402-555500	EQUIPMENT-NON CAPITAL	\$0		\$0	
1072402-564000	MACHINERY & EQUIPMENT	\$0		\$0	
1072402-591013	TRANSFER TO FACILITIES MAINTENANCE FUND	\$44,792		\$44,792	
1072402-591040	TRANSFER OUT-GENERAL FUND	\$0		\$0	
		\$3,864,286	\$0	\$3,864,286	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
 Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
1072432-531080	ELECTRONIC RECORDS STORAGE/DIGITAL IMAGING	\$7,000		\$7,000	
1072432-541001	REMOTE ACCESS DEVICE DATA PLAN	\$8,740		\$8,740	
1072432-546500	REPAIR & MAINTENANCE-SOFTWARE	\$34,036		\$34,036	
1072432-564000	MACHINERY & EQUIPMENT	\$86,600		\$86,600	
1072432-566000	SOFTWARE	\$37,780		\$37,780	
1072432-566002	COMPUTER SOFTWARE LICENSES	\$0		\$0	
		\$174,156	\$0	\$174,156	
TOTAL BUILDING DEPARTMENT REVENUES:		\$4,038,442	\$0	\$4,038,442	
TOTAL BUILDING DEPARTMENT EXPENSES:		\$4,038,442	\$0	\$4,038,442	
NET BUILDING DEPARTMENT FUND		\$0	\$0	\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
NEIGHBORHOOD SERVICE DISTRICTS

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFER	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
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NEIGHBORHOOD SERVICE DISTRICTS

MIAMI LAKES SECTION ONE - 1701

<i>Number of Units</i>	841.00
<i>Assessment Rate per Unit</i>	\$285.37
<i>Total Guard Service Hours</i>	8,760
<i>Total Vehicle Hours</i>	-
<i>Total Holiday Hours</i>	192
<i>Guard Hourly Rate</i>	\$15.50
<i>Vehicle Hourly Rate</i>	

REVENUES

1111601-312415	SPECIAL ASSESMENT AT 100%	\$239,996		\$239,996
1111601-312415	5% ADJUSTMENT FOR DISCOUNTS & DELAYED PAYMENTS	(\$12,000)		(\$12,000)
1111601-329020	STD TRANSPONDERS	\$1,000		\$1,000
1111601-361102	COUNTY & STATE INTEREST	\$0		\$0
1111601-370016	BUDGET CARRYFORWARD	\$46,018		\$46,018

TOTAL REVENUES	\$275,014	\$0	\$275,014
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EXPENSES

1111601-533002	SECURITY SERVICES - GUARD	\$135,780		\$135,780
1111601-533002	SECURITY GUARD HOLIDAY COST	\$0		\$0
1111601-533002	POLICE OFF DUTY FOR EVENTS	\$0		\$0
1111601-533002	SECURITY SERVICES - VEHICLE	\$0		\$0
	OPERATING SECURITY COST SUBTOTAL	\$135,780	\$0	\$135,780

1111601-513011	MANAGEMENT & MONITORING (DIRECT COSTS)	\$6,845		\$6,845
1111601-513012	ADMINISTRATIVE OVERHEAD EXPENSES (INDIRECT COSTS)	\$17,194		\$17,194
	ADMINISTRATIVE COST SUBTOTAL	\$24,039	\$0	\$24,039

1111601-534010	JANITORIAL SERVICES	\$1,500		\$1,500
1111601-541000	TELEPHONE SERVICES	\$500		\$500
1111601-541010	MOBILE PHONES	\$0		\$0
1111601-543000	UTILITY SERVICES-ELECTRICITY	\$1,100		\$1,100
1111601-543020	UTILITY SERVICES-WATER & SEWER	\$500		\$500
1111601-546000	REPAIR & MAINTENANCE-MAJOR	\$49,000		\$49,000
1111601-546000	REPAIR & MAINTENANCE-OTHER SUPPLIES	\$0		\$0
1111601-546002	EXTERMINATOR SERVICES	\$200		\$200
1111601-546003	REPAIR & MAINTENANCE-GROUNDS	\$6,000		\$6,000
1111601-546021	GATE EQUIPMENT & REPAIRS	\$6,000		\$6,000
1111601-547000	PRINTING & BINDING	\$200		\$200
1111601-548020	GENERAL ADVERTISEMENTS	\$500		\$500
1111601-549311	TRANSPONDERS	\$1,000		\$1,000
	OPERATING COST SUBTOTAL	\$66,500	\$0	\$66,500

1111601-549002	CONTINGENCY RESERVE	\$48,695		\$48,695
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TOTAL MIAMI LAKES SECTION ONE EXPENDITURES	\$275,014	\$0	\$275,014
NET MIAMI LAKES SECTION ONE	\$0	\$0	\$0

LOCH LOMOND - 1700

<i>Number of Units</i>	188.00
<i>Assessment Rate per Unit</i>	\$2,489.80
<i>Total Guard Service Hours</i>	17,520
<i>Total Vehicle Hours</i>	8,760
<i>Total Holiday Hours</i>	288
<i>Guard Hourly Rate</i>	\$20.50
<i>Vehicle Hourly Rate</i>	\$0.50

REVENUES

1111611-312415	SPECIAL ASSESMENT AT 100%	\$468,082		\$468,082
1111611-312415	5% ADJUSTMENT FOR DISCOUNTS & DELAYED PAYMENTS	(\$23,404)		(\$23,404)
1111611-329020	STD TRANSPONDERS	\$0		\$0
1111611-361102	COUNTY & STATE INTEREST	\$0		\$0
1111611-370016	BUDGET CARRYFORWARD	\$6,385		\$6,385

TOTAL REVENUES	\$451,063	\$0	\$451,063
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TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
NEIGHBORHOOD SERVICE DISTRICTS

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFER	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
NEIGHBORHOOD SERVICE DISTRICTS					
<u>EXPENSES</u>					
1111611-533002	SECURITY SERVICES-GUARD	\$359,160		\$359,160	
1111611-533002	SECURITY GUARD HOLIDAY COST	\$0		\$0	
1111611-533002	POLICE OFF DUTY FOR HALLOWEEN	\$0		\$0	
1111611-533002	SECURITY SERVICES VEHICLE	\$4,380		\$4,380	
	OPERATING SECURITY COST SUBTOTAL	\$363,540	\$0	\$363,540	
1111611-513011	MANAGEMENT & MONITORING (DIRECT COSTS)	\$6,845		\$6,845	
1111611-513012	ADMINISTRATIVE OVERHEAD EXPENSES (INDIRECT COSTS)	\$26,905		\$26,905	
	ADMINISTRATIVE COST SUBTOTAL	\$33,750	\$0	\$33,750	
1111611-534010	JANITORIAL SERVICES	\$1,440		\$1,440	
1111611-541000	TELEPHONE SERVICES	\$550		\$550	
1111611-543000	UTILITY SERVICES-ELECTRICITY	\$1,200		\$1,200	
1111611-546000	REPAIR & MAINTENANCE	\$0		\$0	
1111611-546000	REPAIR & MAINTENANCE-OTHER SUPPLIES	\$10,000		\$10,000	
1111611-546000	BUILDING MATERIALS	\$0		\$0	
1111611-546000	CLEANING SUPPLIES FOR THE GUARD HOUSE	\$0		\$0	
1111611-546000	SAFETY EQUIPMENT & SUPPLIES FOR MAINTENANCE CREW	\$0		\$0	
1111611-546002	EXTERMINATOR SERVICES	\$200		\$200	
1111611-546003	REPAIR & MAINTENANCE-GROUNDS	\$4,000		\$4,000	
1111611-546021	GATE EQUIPMENT & REPAIRS	\$7,000		\$7,000	
1111611-547000	PRINTING & BINDING	\$200		\$200	
1111611-548020	GENERAL ADVERTISEMENTS	\$250		\$250	
1111611-549080	STD ELECTION COSTS	\$0		\$0	
1111611-549311	TRANSPONDERS	\$0		\$0	
	GENERAL OPERATING COST SUBTOTAL	\$24,840	\$0	\$24,840	
1111611-549002	CONTINGENCY RESERVE	\$28,933		\$28,933	
	TOTAL LOCH LOMOND EXPENDITURES	\$451,063	\$0	\$451,063	
	NET LOCH LOMOND	\$0	\$0	\$0	

ROYAL OAKS SECTION ONE - 1702

Number of Units	589.00
Assessment Rate per Unit	\$706.89
Total Guard Service Hours	17,520
Total Vehicle Hours	-
Total Holiday Hours	384
Guard Hourly Rate	\$17.17
Vehicle Hourly Rate	\$1.60

<u>REVENUES</u>					
1111621-312415	SPECIAL ASSESMENT AT 100%	\$416,358		\$416,358	
1111621-312415	5% ADJUSTMENT FOR DISCOUNTS & DELAYED PAYMENTS	(\$20,818)		(\$20,818)	
1111621-329020	STD TRANSPONDERS	\$1,000		\$1,000	
1111621-361102	COUNTY & STATE INTEREST	\$0		\$0	
1111621-370016	BUDGET CARRYFORWARD	\$67,518		\$67,518	
	REVENUE TOTAL	\$464,058	\$0	\$464,058	

<u>EXPENSES:</u>					
1111621-533002	SECURITY SERVICES	\$300,818		\$300,818	
1111621-533002	SECURITY GUARD HOLIDAY COST	\$0		\$0	
1111621-533002	POLICE OFF DUTY FOR EVENTS	\$0		\$0	
1111621-533002	SECURITY SERVICES-VEHICLE	\$0		\$0	
	OPERATING SECURITY COST SUBTOTAL	\$300,818	\$0	\$300,818	
1111621-513011	MANAGEMENT & MONITORING (DIRECT COSTS)	\$13,690		\$13,690	
1111621-513012	ADMINISTRATIVE OVERHEAD EXPENSES (INDIRECT COSTS)	\$26,023		\$26,023	
	ADMINISTRATIVE COST SUBTOTAL	\$39,713	\$0	\$39,713	
1111621-534010	JANITORIAL SERVICES	\$2,500		\$2,500	
1111621-541000	TELEPHONE SERVICES	\$601		\$601	
1111621-541010	MOBILE PHONES	\$0		\$0	
1111621-543000	UTILITY SERVICES-ELECTICITY	\$3,100		\$3,100	
1111621-543020	UTILITY SERVICES-WATER & SEWER	\$3,000		\$3,000	
1111621-546000	REPAIRS & MAINTENANCE	\$8,000		\$8,000	
1111621-546000	MAJOR REPAIR & MAINTENANCE SUPPLIES	\$0		\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
NEIGHBORHOOD SERVICE DISTRICTS

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFER	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
NEIGHBORHOOD SERVICE DISTRICTS					
1111621-546002	EXTERMINATOR SERVICES	\$400		\$400	
1111621-546021	GATE EQUIPMENT & REPAIRS	\$6,000		\$6,000	
1111621-547000	PRINTING & BINDING	\$200		\$200	
1111621-548020	GENERAL ADVERTISEMENTS	\$800		\$800	
1111621-549311	TRANSPONDERS	\$1,000		\$1,000	
	OPERATING COST SUBTOTAL	\$25,601	\$0	\$25,601	
1111621-563000	INFRASTRUCTURE	\$48,963		\$48,963	
	CAPITAL OUTLAY COST SUBTOTAL	\$48,963	\$0	\$48,963	
1111621-549002	CONTINGENCY RESERVE	\$48,963	\$0	\$48,963	
	TOTAL ROYAL OAKS SECTION ONE EXPENDITURES	\$464,058	\$0	\$464,058	
	NET ROYAL OAKS SECTIONS ONE	\$0	\$0	\$0	
ROYAL OAKS EAST - 1703					
	<i>Number of Units</i>	533.50			
	<i>Assessment Rate per Unit</i>	\$769.33			
	<i>Total Guard Service Hours</i>	17,520			
	<i>Total Vehicle Hours</i>	-			
	<i>Total Holiday Hours</i>	384			
	<i>Guard Hourly Rate</i>	\$17.17			
	<i>Vehicle Hourly Rate</i>	\$1.55			
	REVENUES				
1111631-312415	SPECIAL ASSESMENT AT 100%	\$410,438		\$410,438	
1111631-312415	5% ADJUSTMENT FOR DISCOUNTS & DELAYED PAYMENTS	(\$20,522)		(\$20,522)	
1111631-329020	STD TRANSPONDERS	\$1,000		\$1,000	
1111631-361102	COUNTY & STATE INTEREST	\$0		\$0	
1111631-370016	BUDGET CARRYFORWARD	\$117,760		\$117,760	
	TOTAL REVENUES	\$508,676	\$0	\$508,676	
	EXPENSES				
1111631-533002	SECURITY SERVICES	\$300,818		\$300,818	
1111631-533002	SECURITY GUARD HOLIDAY COST	\$0		\$0	
1111631-533002	POLICE OFF DUTY FOR EVENTS	\$0		\$0	
1111631-533002	SECURITY SERVICES-VEHICLE	\$0		\$0	
	OPERATING SECURITY COST SUBTOTAL	\$300,818	\$0	\$300,818	
1111631-513011	MANAGEMENT & MONITORING (DIRECT COSTS)	\$13,690		\$13,690	
1111631-513012	ADMINISTRATIVE OVERHEAD EXPENSES (INDIRECT COSTS)	\$26,709		\$26,709	
	ADMINISTRATIVE COST SUBTOTAL	\$40,399	\$0	\$40,399	
1111631-534010	JANITORIAL SERVICES	\$2,500		\$2,500	
1111631-541000	TELEPHONE SERVICES	\$961		\$961	
1111631-541010	MOBILE PHONES	\$0		\$0	
1111631-543000	UTILITY SERVICES-ELECTRICITY	\$3,100		\$3,100	
1111631-543020	UTILITY SERVICES-WATER & SEWER	\$1,500		\$1,500	
1111631-546000	REPAIRS & MAINTENANCE-MAJOR	\$15,000		\$15,000	
1111631-546000	REPAIRS & MAINTENANCE-OTHER SUPPLIES	\$5,000		\$5,000	
1111631-546002	EXTERMINATOR SERVICES	\$400		\$400	
1111631-546021	GATE EQUIPMENT & REPAIRS	\$3,000		\$3,000	
1111631-547000	PRINTING & BINDING	\$200		\$200	
1111631-548020	GENERAL ADVERTISEMENTS	\$1,000		\$1,000	
1111631-549311	TRANSPONDERS	\$1,000		\$1,000	
	OPERATING COST SUBTOTAL	\$33,661	\$0	\$33,661	
1111631-563000	INFRASTRUCTURE	\$66,899		\$66,899	
	CAPITAL OUTLAY COST SUBTOTAL	\$66,899	\$0	\$66,899	
1111631-549002	CONTINGENCY RESERVE	\$66,899	\$0	\$66,899	
	TOTAL ROYAL OAKS EAST EXPENENDITURES	\$508,676	\$0	\$508,676	
	NET ROYAL OAKS EAST	\$0	\$0	\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
NEIGHBORHOOD SERVICE DISTRICTS

Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFER	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
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NEIGHBORHOOD SERVICE DISTRICTS

LAKE PATRICIA - 1704

<i>Number of Units</i>	72.5
<i>Assessment Rate per Unit</i>	\$231.46
<i>Bacterial Testing</i>	0
<i>Fish Stocking</i>	1,100
<i>Number of cycles</i>	12
<i>Number of summer cycles</i>	6

REVENUES

1111641-312415	SPECIAL ASSESMENT AT 100%	\$16,781		\$16,781
1111641-312415	5% ADJUSTMENT FOR DISCOUNTS & DELAYED PAYMENTS	(\$839)		(\$839)
1111641-361102	COUNTY & STATE INTEREST	\$0		\$0
1111641-370016	BUDGET CARRYFORWARD	\$3,535		\$3,535

TOTAL REVENUES	\$19,477	\$0	\$19,477
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EXPENSES

1111641-513012	ADMINISTRATIVE OVERHEAD EXPENSES (INDIRECT COSTS)	\$1,196		\$1,196
	ADMINISTRATIVE COST SUBTOTAL	\$1,196	\$0	\$1,196
1111641-542000	FREIGHT & POSTAGE	\$200		\$200
1111641-546101	WATER TREATMENT SERVICE	\$11,900		\$11,900
1111641-546101	OTHER CHARGES FOR WATER TREATMENT	\$1,500		\$1,500
1111641-547000	PRINTING & BINDING	\$50		\$50
1111641-548020	GENERAL ADVERTISEMENTS	\$424		\$424
	OPERATING COSTS SUBTOTAL	\$14,074	\$0	\$14,074
1111641-549002	CONTINGENCY RESERVE	\$4,207		\$4,207
	TOTAL LAKE PATRICIA EXPENDITURES	\$19,477	\$0	\$19,477
	NET LAKE PATRICIA	\$0	\$0	\$0

LAKE HILDA - 1705

<i>Number of Units</i>	111
<i>Assessment Rate per Unit</i>	157.92
<i>Number of cycles</i>	12
<i>Number of summer cycles</i>	6

REVENUES

1111651-312415	SPECIAL ASSESMENT AT 100%	\$17,529		\$17,529
1111651-312415	5% ADJUSTMENT FOR DISCOUNTS & DELAYED PAYMENTS	(\$876)		(\$876)
1111651-361102	COUNTY & STATE INTEREST	\$0		\$0
1111651-370016	BUDGET CARRYFORWARD	\$4,837		\$4,837

TOTAL REVENUES	\$21,490	\$0	\$21,490
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EXPENSES

1111651-513012	ADMINISTRATIVE OVERHEAD EXPENSES (INDIRECT COSTS)	\$1,091		\$1,091
	ADMINISTRATIVE COST SUBTOTAL	\$1,091	\$0	\$1,091
1111651-542000	FREIGHT & POSTAGE	\$100		\$100
1111651-546101	WATER TREATMENT SERVICE	\$12,300		\$12,300
1111651-546101	OTHER CHARGES FOR WATER TREATMENT	\$0		\$0
1111651-547000	PRINTING & BINDING	\$20		\$20
1111651-548020	GENERAL ADVERTISEMENTS	\$420		\$420
	OPERATING COSTS SUBTOTAL	\$12,840	\$0	\$12,840
1111651-549002	CONTINGENCY RESERVE	\$7,559		\$7,559
	TOTAL LAKE HILDA EXPENDITURES	\$21,490	\$0	\$21,490
	NET LAKE HILDA	\$0	\$0	\$0

TOTAL NEIGHBORHOOD SERVICE DISTRICTS REVENUES: \$	1,739,778	\$	-	\$	1,739,778
TOTAL NEIGHBORHOOD SERVICE DISTRICTS EXPENDITURES: \$	1,739,778	\$	-	\$	1,739,778

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
 Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
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DISASTER FUND

REVENUES

109-331524	FEDERAL GRANT	\$0		\$0	
109-369300	INSURANCE CLAIMS	\$0		\$0	
109-381109	TRANSFER FROM GENERAL FUND	\$0		\$0	
	BUDGET CARRYFORWARD	\$0		\$0	
		\$0		\$0	
TOTAL REVENUES		\$0	\$0	\$0	

EXPENDITURE

1091311-XXXXXX	ADMINISTRATIVE	\$0		\$0	
1092102-XXXXXX	EMERGENCY PROTECTIVE MEASURES	\$0		\$0	
1094104-XXXXXX	ROADS AND BRIDGES	\$0		\$0	
1097207-XXXXXX	DEBRIS REMOVAL & MONITORING	\$0		\$0	
1097217-XXXXXX	BUILDING REPAIRS (FACILITIES)	\$0		\$0	
1097237-XXXXXX	BUILDING REPAIRS (FACILITIES)	\$0		\$0	
1097247-XXXXXX	BUILDING REPAIRS (FACILITIES)	\$0		\$0	
1097257-XXXXXX	PARKS REPAIRS	\$0		\$0	
	CONTINGENCY	\$0		\$0	
		\$0		\$0	
TOTAL EXPENDITURES		\$0	\$0	\$0	
NET DISASTER FUND		\$0	\$0	\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
 Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
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ELECTRIC UTILITY TAX REVENUE

REVENUES

103-314100	ELECTRIC UTILITY SERVICE TAX	\$3,000,000		\$3,000,000	
103-314101	ELECTRIC UTILITY SERVICE TAX TO GF	-\$2,414,601		-\$2,414,601	
103-370000	ELEC UTIL BUDGET CARRYFORWARD	\$0		\$0	
103-381210	TRANSFER GF ELEC UTIL	\$0		\$0	
103-381215	TRANSFER FR DEBT SERVICE 2010	\$0		\$0	
TOTAL REVENUES		\$585,399	\$0	\$585,399	

EXPENDITURES

1038108-531000	PROFESSIONAL SERVICES	\$0		\$0	
1038108-546230	CONTINGENCY	\$0		\$0	
1038108-549090	FINANCIAL INSTITUTION FEES	\$0		\$0	
1038108-549091	ANNUAL DISSEMINATION AGENT FEE	\$2,000		\$2,000	
1038108-549092	8038 CP FILING FEE	\$0		\$0	
1038108-591040	TRANSFER OUT-GENERAL FUND	\$0		\$0	
1038108-591062	TRANSFER TO TOWN FOUNDATION	\$0		\$0	
1038108-591070	TRANSFER TO DEBT SERVICE FUND	\$583,399		\$583,399	
TOTAL EXPENDITURES		\$585,399	\$0	\$585,399	
NET ELECTRIC UTILITY TAX REVENUE FUND		\$0	\$0	\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
 Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
DEBT SERVICE FUND					
<u>REVENUES</u>					
200-361100	INTEREST INCOME	\$0		\$0	
200-370000	DEBT SERVICE FUND BUDGET CARRYFORWARD	\$354,919		\$354,919	
200-381111	TRANSFER FROM SRF PTP	\$0		\$0	
200-381113	TRANSFER IN FROM CAPITAL - TRANSPORTATION	\$0		\$0	
200-381212	TRANSFER IN FROM ELEC UTIL FD	\$583,399		\$583,399	
200-381213	TRANSFER ROAD 13 TO DEBT	\$0		\$0	
200-381216	TRANSFER IN FROM GENERAL FUND	\$0		\$0	
200-384001	UNREALIZED CAP GAIN/LOSS	\$0		\$0	
200-384002	FEDERAL DIRECT PAYMENT	\$169,448		\$169,448	
TOTAL REVENUES		\$1,107,766	\$0	\$1,107,766	
<u>EXPENSES</u>					
2001721-571000	SERIES 2013 PRINCIPAL	\$0		\$0	
2001721-572000	SERIES 2013 INTEREST	\$0		\$0	
2001731-549090	FINANCIAL INSTITUTION FEES	\$1,350		\$1,350	
2001731-549092	8038 CP PREPARATION FEES	\$200		\$200	
2001731-571000	SERIES 2010 PRINCIPAL	\$380,000		\$380,000	
2001731-572000	SERIES 2010 INTEREST	\$521,709		\$521,709	
2001731-549002	CONTINGENCY	\$204,507		\$204,507	
2001731-591040	TRANSFER OUT-GENERAL FUND	\$0		\$0	
2001731-591071	TRANSFER OUT - ELECTRIC UTILITY REVENUE FUND	\$0		\$0	
TOTAL EXPENDITURES		\$1,107,766	\$0	\$1,107,766	
NET DEBT SERVICE FUND		\$0	\$0	\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
 Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
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CAPITAL PROJECTS FUND
FACILITIES & EQUIPMENT IMPROVEMENT

REVENUES

301-381215	TRANSFER FROM CONSTRUCTION FUND	\$0		\$0	
3013903-361100	INTEREST INCOME	\$0		\$0	
3013903-370000-FAC	CAP PROJ BUDGET CARRYFORWARD	\$14,362		\$14,362	
3013903-XXXXXX	TRANSFER FROM GENERAL FUND	\$0		\$0	
3013903-381114	TRANSFER FROM IMPACT FEE FUND - POLICE	\$0		\$0	
TOTAL REVENUES		\$14,362	\$0	\$14,362	

EXPENSES

3013903-549002	RESERVE FOR FACILITIES & EQUIP IMPROV	\$14,362	-\$14,362	\$0	Transfer to infrastructure for security enhancements for Police personnel at Government Center.
3013903-555500	NON CAPITAL OUTLAY	\$0		\$0	
3013903-563000	INFRASTRUCTURE	\$0	\$14,362	\$14,362	To partially fund security enhancements for Police personnel at Government Center.
3013903-564000	MACHINERY & EQUIPMENT	\$0		\$0	
3013903-564003	OTHER CAPITAL EXP	\$0		\$0	
3013903-581040	TRANSFER TO GENERAL FUND	\$0		\$0	
3013903-591XXX	TRANSFER TO CPF-PARKS IMPROVEMENT	\$0		\$0	
3013903-XXXXXX	FACILITIES RENEWAL AND REPLACEMENT	\$0		\$0	
TOTAL EXPENDITURES		\$14,362	\$0	\$14,362	
NET FACILITIES & EQUIPMENT IMPROVEMENT		\$0	\$0	\$0	

PARKS IMPROVEMENTS

REVENUES

301-337205-G1902	GRANT-NEAT STREET MIAMI	\$0		\$0	
301-370001	CAP PARKS BUDGET CARRYFORWARD	\$1,281,163		\$1,281,163	
301-381106	TRANS FR GENERAL FUND - PARKS	\$0		\$0	
301-381115-PIMP	TRANS FR PARKS IMPACT FEE FD - IMPROV	\$0		\$0	
301-381115-POS	TRANS FR PARKS IMPACT FEE FD - OPEN SPACE	\$200,000		\$200,000	
3017217-331905-	FLORIDA DEPT OF AGRICULTURE & CONSUMER	\$0		\$0	
TOTAL REVENUES:		\$1,481,163	\$0	\$1,481,163	

EXPENSES

3017207-591040	TRANSFERS OUT-GENERAL FUND	\$420,000		\$420,000	
3017207-549002	CIP RESERVE FOR PARKS	\$8,966		\$8,966	
3017207-563003	WEST LAKE NEIGHBORHOOD REFORESTATION PROGRAM	\$0		\$0	
3017207-563610	NIC BEAUTIFICATION MATCHING GRANT PROGRAM	\$0		\$0	
TOTAL ADMINISTRATIVE PROJECTS:		\$428,966	\$0	\$428,966	

3017207-563610-BM	BMP - 154TH STREET AND PALMETTO	\$0		\$0	
3017207-563610-G17	FDOT HIGHWAY BEAUTIFICATION	\$0		\$0	
3017237-563515	MINI PARKS GREENWAY BIKE PATH	\$0		\$0	
TOTAL GREENWAY & TRAILS		\$0	\$0	\$0	

3017217-563000-	ROP SPORTS FIELDS LED RETROFIT	\$0		\$0	
TOTAL ROYAL OAKS PARK PROJECTS		\$0	\$0	\$0	

3017227-563536	MINI PARKS COMM CENT EAST	\$0		\$0	
TOTAL PARK -EAST (YOUTH CENTER)		\$0	\$0	\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
3017237-563530	MINI PARKS IMPROVEMENTS-PLAYGROUND RENOV.	\$0		\$0	
	TOTAL PARK -WEST (MARY COLLINS)	\$0	\$0	\$0	
3017247-563001	MLOP STORAGE FACILITY	\$188,000		\$188,000	
3017247-563603	MLOP W&S CONNECT -CURR CONST	\$0		\$0	
3017247-563618	MLOP MASTER PLAN	\$514,197		\$514,197	
3017247-567000	MLOP WORKS OF ART/COLLECTIONS	\$0		\$0	
	TOTAL MIAMI LAKES OPTIMIST PARK	\$702,197	\$0	\$702,197	
3017257-563541	RE-SODDING POCKET PARKS	\$0		\$0	
3017257-564000	MACHINERY & EQUIPMENT-MINI PARKS IMPRO.	\$0		\$0	
	TOTAL MINI PARKS	\$0	\$0	\$0	
3017277-563538	BRIDGE PARK (154TH BRIDGE)	\$200,000		\$200,000	
3017277-563542	170TH STREET GREENWAY TRAIL	\$0		\$0	
3017287-563540	PAR 3 PARK	\$150,000		\$150,000	
3017297-563539	PASSIVE PARK DEVELOPMENT	\$0		\$0	
3017317-531000	MADDEN'S HAMMOCK PARK/PROFESSIONAL SERVIC	\$0		\$0	
	TOTAL PASSIVE PARK DEVELOPMENT	\$350,000	\$0	\$350,000	
TOTAL PARKS IMPROVEMENTS EXPENDITURES		\$1,481,163	\$0	\$1,481,163	
NET PARKS IMPROVEMENT		\$0	\$0	\$0	

TRANSPORTATION IMPROVEMENTS

REVENUES

301-324270	IMPACT FEES	\$0		\$0	
301-331492-G1401	FEDERAL GRANT-TRANSPORTATION ALTERNATIVE PROGRAM (TAP)	\$1,000,000		\$1,000,000	
301-334202	SAFE ROUTES TO SCHOOL GRANT	\$721,638		\$721,638	
301-335180	1/2 CENT TRANS SA TX (SURTAX)	\$0		\$0	
301-361100	INTEREST INCOME	\$25,000		\$25,000	
301-381050	GENERAL FUND TRANSFER FOR TRANSPORTATION	\$0		\$0	
3014134-312420	SECOND LOCAL OPT GAS TAX-3 CENT	\$155,000		\$155,000	
3014134-331903-	MPO GRANT-COMPLETE STREETS	\$0		\$0	
3014134-331907-	COUNTY GRANT-CIGP-NW 59 AVE RDWY	\$3,614,500		\$3,614,500	
3014134-334203-G14	GRANT-154TH & PALMETTO-G1409	\$0		\$0	
3014134-337207-	TPO GRANT-SMART MOBILITY	\$0		\$0	
3014134-337403-G2C	MIGLO WALKING & BIKING TRAIL	\$0		\$0	
3014134-369300	INSURANCE CLAIMS	\$0		\$0	
3014134-370003	TRANSPORTATION CARRYFORWARD	\$805,386		\$805,386	
3014134-381111	TRANSFER FROM SPECIAL REVENUE FUND-PTP 80%	\$595,000		\$595,000	
3014134-381134	TRANSFER FROM ROADWAY IMPROVEMENT/GAS T	\$0		\$0	
3014144-381304-00001	TRANSFER FROM DEVELOPER CONTRIBUTION IN LIEU OF ROAD IMPACT FEE FUND	\$273,634		\$273,634	
3014184-381120	TRANSFER FROM SPECIAL REVENUE FUND-MOBILITY	\$100,000		\$100,000	
	TOTAL REVENUES	\$7,290,158	\$0	\$7,290,158	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
EXPENSES					
3014134-531336-G1801	SMART MOBILITY & FUTURE TECHNOLOGY TRANSPORTATION STUDY	\$0		\$0	
3014134-531365	STREET LIGHT ASSESS & UPDATE	\$0		\$0	
3014134-534200	TRAFFIC CALMING	\$0		\$0	
3014134-546230	CIP RESERVE FOR TRANSPORT	\$0		\$0	
3014134-549350	TRANSPORTATION 5% ADMIN	\$0		\$0	
3014134-563011	BUS SHELTER ACQUISITION	\$0		\$0	
3014134-563014	164TH STREET & NW 87TH AVENUE	\$0		\$0	
3014134-563029	59TH AVENUE EXTENSION, PUBLIC WORKS STORAGE YARD AND BOAT YARD	\$5,184,299		\$5,184,299	
3014134-563050	RESURF ROADWAY REPORT PRIORITY	\$0		\$0	
3014134-563052	ROAD RESURFACING VARIOUS	\$0		\$0	
3014134-563054	MIAMI LAKEWAY N MLD TO LUD	\$0		\$0	
3014134-563055	LAKE PATRICIA	\$0		\$0	
3014134-563059	TRANSP LAKE MARTHA IMPROV	\$0		\$0	
3014134-563060	TRANSP LAKE SARAH IMPROV	\$0		\$0	
3014134-563061	TRANSP NW 59AVE & 165 TERR	\$0		\$0	
3014134-563063	LOCHNESS TURN LANE	\$0		\$0	
3014134-563064	154TH ST CONST 84-89	\$0		\$0	
3014134-563065	SAFE ROUTES TO SCHOOL ALONG MLS	\$847,330		\$847,330	
3014134-563066	HUTCHINSON ROADWAY & DRAINAGE IMPR	\$0		\$0	
3014134-563067	64th AVENUE MILLING AND RESURFACING	\$0		\$0	
3014134-563201	BEAUTIFICATION- Entrance Feature	\$0		\$0	
3014134-563201-FDC	BEAUTIFICATION FDOT	\$0		\$0	
3014134-563202	WINDMILL GATE ROAD IMPROVEMENTS	\$0		\$0	
3014134-563204	GREENWAY AND TRAILS STRIPING	\$0		\$0	
3014134-563205	PEDESTRIAN CROSSWALKS	\$0		\$0	
3014134-563210-G2C	MIGLO WALKING & BIKING TRAIL	\$0		\$0	
3014134-563605	MIAMI LAKES GREEN (NW 77TH CT GREENWAY	\$0		\$0	
3014134-563606	154TH STREET & 77TH COURT	\$0		\$0	
3014134-563607-G1E	COMPLETE STREETS IMPLEMENTATION PLAN	\$0		\$0	
3014134-563608	COMPLETE STREET IMPLEMENTATION : BUSINESS PARK EAST (NW 60TH AVE)	\$812,914		\$812,914	
3014134-563616	COMPLETE STREET IMPLEMENTATION: MAIN STREET EAST (NW 151 & 153 STREETS)	\$0		\$0	
3014134-563617	MIAMI LAKEWAY SOUTH RESURFACE	\$0		\$0	
3014134-564000	MACHINERY & EQUIPMENT	\$0		\$0	
3014134-591030	TRANSFER TO STORMWATER CIP	\$0		\$0	
3014134-591035	TRANSFER OUT-PARKS CIP	\$0		\$0	
3014134-591061	TRANSFER TO SERIES 2013	\$0		\$0	
3014134-591061	TRANSFER TO SPECIAL REVENUE FUND-PTP	\$0		\$0	
3014144-563725-000	PALMETTO & NW 67TH AVENUE WIDENING	\$445,615		\$445,615	
3014184-563609	NW 146/159 STREET UNDERPASSES	\$0		\$0	
3014184-563613	160TH STREET UNDERPASS BRIDGE	\$0		\$0	
3014184-563614	ADAPTIVE SIGNALIZATION PROGRAM	\$0		\$0	
3014184-563615	82ND AVENUE & OAK LANE RECONFIGURATION	\$0		\$0	
TOTAL EXPENDITURES		\$7,290,158	\$0	\$7,290,158	
NET TRANSPORTATION IMPROVEMENTS		\$0	\$0	\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
 Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
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STORMWATER IMPROVEMENTS

REVENUES

301-331901	FEDERAL STIMULUS- STORMWATER	\$0		\$0	
301-370003	CAPTRANSP BUDGET CARRYFORWARD	\$0		\$0	
3013803-331906-G1806	FEMA - WEST LAKE PHASE 3	\$1,440,000		\$1,440,000	
3013803-334360-	STORMWATER GRANTS-LAKE SARAH	\$0		\$0	
3013803-334361-G1706	STORMWATER GRANTS-CANAL STABILIZATION	\$740,000		\$740,000	
3013803-334362-G1803	STATE LEGISLATIVE GRANT - ROYAL OAKS DRAINAGE	\$500,000		\$500,000	
3013803-334507-G1804	STATE LEGISLATIVE GRANT - WEST LAKE PHASE 3	\$500,000		\$500,000	
3013803-370004	CAPITAL SW BUDGET CARRYFORWARD	(\$630,093)		(\$630,093)	
3013803-381111	TRANSF IN-PEOPLES TRANSPORTATION PRGM	\$125,000		\$125,000	
3013803-381400	TRANSF IN-STORMWATER	\$165,000		\$165,000	

TOTAL REVENUES:	\$2,839,907	\$0	\$2,839,907
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EXPENSES

3013803-563015	NW 79 AVE NO OF 154 STREET	\$0		\$0	
3013803-563016	NW 179-163 ST OUTFALL	\$0		\$0	
3013803-563025	DOWNTOWN IMPROVEMENT PH1&2	\$0		\$0	
3013803-563026	LAKE PATRICIA	\$0		\$0	
3013803-563036	DRAINAGE WEST LAKES A	\$0		\$0	
3013803-563038	WEST LAKE A	\$0		\$0	
3013803-563039	WEST LAKE ROADWAY & DRAINAGE - NW 148TH TERRACE/ NW 148TH STREET/ NW 149TH TERRACE	\$1,920,000		\$1,920,000	
3013803-563040	83RD PLACE DRAINAGE	\$0		\$0	
3013803-563041-G1806	ROYAL OAKS DRAINAGE & ROADWAY IMPROVS	\$919,907		\$919,907	
3013803-563042	CANAL BANK STABILIZATION - PHASE 1	\$0		\$0	
3013803-563042-G1706	CANAL BANK STABILIZATION - PHASE 2	\$0		\$0	
3013803-563059	LAKE MARTHA DRAINAGE IMPROVEMENT	\$0		\$0	
3013803-563060-G1806	LAKE SARAH IMPROVEMENT	\$0		\$0	
3013803-563066	HUTCHINSON ROADWAY & DRAINAGE IMPR	\$0		\$0	
3013803-564024	STREET VACUUM TRUCK	\$0		\$0	
3013803-581000	OPERATING CONTINGENCY- STORM	\$0		\$0	
3013803-591030	TRANSFER OUT - STORMWATER	\$0		\$0	

TOTAL EXPENDITURES:	\$2,839,907	\$0	\$2,839,907
NET STORMWATER IMPROVEMENT	\$0	\$0	\$0

INTEREST

REVENUES

301-361100	INTEREST INCOME	\$0		\$0	
301-370000	BUDGET CARRYFORWARD	\$0		\$0	
TOTAL REVENUES		\$0	\$0	\$0	

EXPENDITURES

CONTINGENCY		\$0		\$0	
TOTAL EXPENDITURES		\$0	\$0	\$0	

TOTAL CAPITAL FUND PROJECTS REVENUES	\$11,625,590	\$0	\$11,625,590
TOTAL CAPITAL FUND PROJECTS EXPENDITURES	\$11,625,590	\$0	\$11,625,590
NET CAPITAL PROJECTS FUND	\$0	\$0	\$0

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
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INFRASTRUCTURE SINKING FUND

REVENUES

307-370000	BUDGET CARRYFORWARD	\$150,000		\$150,000	
307-381109	TRANSFER FROM GENERAL FUND	\$0		\$0	
TOTAL INFRASTRUCTURE SINKING FUND REVENES		\$150,000	\$0	\$150,000	

EXPENSES

307-549002	CONTINGENCY RESERVE	\$150,000		\$150,000	
TOTAL INFRASTRUCTURE SINKING FUND EXPENDITURES		\$150,000	\$0	\$150,000	
NET INFRASTRUCTURE SINKING FUND		\$0	\$0	\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
STORMWATER UTILITY FUND					
REVENUES					
401-334360	SFWM D STORMWATER GRANT	\$0		\$0	
401-343900	STORMWATER UTILITY FEES	\$1,142,370		\$1,142,370	
401-361100	INTEREST EARNINGS	\$5,000		\$5,000	
401-366010	CONTRIBUTIONS & DONATIONS	\$0		\$0	
401-370004	BUDGET CARRYFORWARD	\$0		\$0	
401-381000	INTER-FUND TRANSFERS	\$0		\$0	
401-381110	TRANSFER FROM CAPITAL	\$0		\$0	
401-393100	PRIOR YEAR CAPITAL ASSETS	\$0		\$0	
TOTAL REVENUES:		\$1,147,370	\$0	\$1,147,370	
EXPENDITURES					
4013803-512006	ADMINISTRATIVE SUPP TO STORMWATER	\$0		\$0	
4013803-546180	WASAD FEE COLLECTION	\$36,400		\$36,400	
4013803-549060	STORMWATER ADMINISTRATION	\$76,948		\$76,948	
4013803-549100	PUBLIC OUTREACH/WORKSHOPS	\$3,000		\$3,000	
4013803-554000	SUBSCRIPTIONS & MEMBERSHIPS	\$1,000		\$1,000	
4013803-554010	EDUCATION & TRAINING	\$3,000		\$3,000	
4013803-559030	DEPRECIATION EQUIPMENT & FURNITURE	\$0		\$0	
4013803-559040	DEPRECIATION INFRASTRUCTURE	\$0		\$0	
4013803-570000	STORMWATER UTILITY REVENUE BOND DEBT-QNIF	\$70,106		\$70,106	
4013803-570011	FEMA FUNDED CANAL DREDGING PAYMENT	\$15,734		\$15,734	
4013803-591030	TRANSFER TO CAP PROJECTS FUND	\$165,000		\$165,000	
4013803-591040	TRANSFER OUT-GENERAL FUND	\$0		\$0	
TOTAL STORMWATER UTILITY EXPENSES		\$371,188	\$0	\$371,188	
4013813-531370	NPDES COMPUT. DISCHARGE MOD	\$1,000		\$1,000	
4013813-546140	DERM MONITORING	\$0		\$0	
4013813-546150	NPDES PERMIT FEES	\$16,545		\$16,545	
TOTAL NPDES COSTS		\$17,545	\$0	\$17,545	
4013823-512000	REGULAR SALARIES	\$177,956	\$3,100	\$181,056	Cost of living adjustment.
4013823-512999	COST OF LIVING ADJUSTMENT	\$0		\$0	
4013823-514000	OVERTIME	\$1,000		\$1,000	
4013823-516000	COMPENSATED ABSENCES -CURRENT	\$0		\$0	
4013823-521000	PAYROLL TAXES	\$13,614		\$13,614	
4013823-522000	FRS RETIREMENT CONTRIBUTION	\$15,085		\$15,085	
4013823-523000	HEALTH & LIFE INSURANCE	\$42,862	-\$3,100	\$39,762	Health insurance savings to fund cost of living adjustment.
4013823-523001	HEALTH ALLOWANCE	\$0		\$0	
4013823-523100	WIRELESS STIPEND	\$960		\$960	
4013823-531000	PROFESSIONAL SERVICES-LAKE QUALITY ASSESMEN	\$0		\$0	
4013823-531000	PROFESSIONAL SERVICES-SW UTILITY RATE STUDY	\$40,300		\$40,300	
4013823-531001	PROFESSIONAL SERVICES-ENGINEERING/LEGAL	\$0		\$0	
4013823-531212	MASTER PLAN UPDATE	\$0		\$0	
4013823-531331	STORMWATER INSPECTOR	\$50,000		\$50,000	
4013823-541001	REMOTE ACCESS DEVICE DATA PLAN	\$960		\$960	
4013823-541010	MOBILE PHONES	\$0		\$0	
4013823-545000	INSURANCE	\$16,594		\$16,594	
4013823-546000	REPAIR & MAINTENANCE-CLEAN BASINS PIPES TREN	\$49,500		\$49,500	
4013823-546120	MINOR REPAIRS & IMPROVEMENTS	\$29,700		\$29,700	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
4013823-546130	COMMUNITY RATING SYSTEM	\$2,000		\$2,000	
4013823-546160	STREET SWEEPING	\$35,000		\$35,000	
4013823-546161	REPAIR & MAINTENANCE	\$15,000		\$15,000	
4013823-546170	CANAL MAINTENANCE	\$253,106		\$253,106	
4013823-549002	CONTINGENCY RESERVE	\$0		\$0	
4013823-549200	MISCELLANEOUS EXPENSE	\$0		\$0	
4013823-552010	UNIFORMS	\$1,400		\$1,400	
4013823-552020	FUEL & LUBRICANTS	\$13,000		\$13,000	
4013823-554010	EDUCATION & TRAINING	\$0		\$0	
4013823-563015	NW 79 AVE NO OF 154 STREET	\$0		\$0	
4013823-564000	MACHINERY & EQUIPMENT	\$0		\$0	
4013823-566000	SOFTWARE	\$0		\$0	
4013823-566002	COMPUTER SOFTWARE LICENSES	\$600		\$600	
4013853-720000	FEMA PROJECTS INTEREST	\$0		\$0	
TOTAL STORMWATER OPERATING		\$758,637	\$0	\$758,637	
TOTAL STORMWATER UTILITY REVENUES		\$1,147,370	\$0	\$1,147,370	
TOTAL STORMWATER UTILITY EXPENDITURES		\$1,147,370	\$0	\$1,147,370	
NET STORMWATER UTILITY FUND		\$0	\$0	\$0	

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFERS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2019-20 ADOPTED BUDGET	BUDGET LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET COMMENTS
FACILITY MAINTENANCE FUND					
REVENUES					
501-370004	BUDGET CARRYFORWARD	\$0		\$0	
501-380900	MISCELLANEOUS INCOME	\$0		\$0	
501-381116	TRANSFER FROM GENERAL FUND-ADMINISTRATION	\$206,734		\$206,734	
501-381117	TRANSFER FROM GENERAL FUND-POLICE	\$93,031		\$93,031	
501-381118	TRANSFER FROM BUILDING FUND	\$44,792		\$44,792	
TOTAL FACILITY MAINTENANCE REVENUES		\$344,557	\$0	\$344,557	
EXPENSES					
5011901-512000	REGULAR SALARIES	\$70,000	\$1,219	\$71,219	Cost of living adjustment
5011901-512999	COST OF LIVING ADJUSTMENT	\$0		\$0	
5011901-521000	PAYROLL TAXES	\$5,355		\$5,355	
5011901-522000	FRS RETIREMENT CONTRIBUTION	\$5,934		\$5,934	
5011901-523000	HEALTH & LIFE INSURANCE	\$14,452	-\$1,219	\$13,233	Health insurance savings to fund cost of living adjustment.
5011901-523100	WIRELESS STIPEND	\$480		\$480	
5011901-534010	JANITORIAL SERVICES	\$58,000		\$58,000	
5011901-541000	TELEPHONE SERVICES	\$19,200		\$19,200	
5011901-541001	REMOTE ACCESS DEVICE DATA PLAN	\$960		\$960	
5011901-543000	UTILITY SERVICES	\$59,800		\$59,800	
5011901-546000	REPAIR & MAINTENANCE	\$70,000		\$70,000	
5011901-546010	REPAIR & MAINTENANCE-VEHICLES	\$500		\$500	
5011901-549260	HURRICANE EXPENSES	\$1,500		\$1,500	
5011901-551000	OFFICE SUPPLIES	\$30,000		\$30,000	
5011901-552000	OPERATING SUPPLIES	\$0		\$0	
5011901-552020	UNIFORMS	\$0		\$0	
5011901-552020	FUEL & LUBRICANTS	\$4,000		\$4,000	
5011901-554000	SUBSCRIPTIONS & MEMBERSHIPS	\$476		\$476	
5011901-554010	EDUCATION & TRAINING	\$2,500		\$2,500	
5011901-559040	DEPRECIATION INFRASTRUCTURE	\$0		\$0	
5011901-564000	MACHINERY & EQUIPMENT	\$0		\$0	
5011901-566002	COMPUTER SOFTWARE LICENSES	\$1,400		\$1,400	
TOTAL FACILITY MAINTENANCE EXPENDITURES		\$344,557	\$0	\$344,557	
NET FACILITY MAINTENANCE FUND		\$0	\$0	\$0	



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Resolution Authorizing Establishment of a Non-Revolving Line of Credit

Date: March 9, 2020

Recommendation:

It is recommended that the Town Council pass an enacting ordinance that will allow the Town to establish a non-revolving line of credit for the purpose of providing the Town with liquidity in the event of a natural disaster.

Background:

The purpose of the Line of Credit ("LOC") is to provide liquidity to the Town of Miami Lakes ("Town") for the response to an emergency event such as, but not limited to, hurricanes or other natural, biological, or man-made disasters that would require the financing of clean-up, collection and disposal of solid waste or other permitted costs, to assure public safety and General Fund cash-flow relief. The LOC will be secured by the Town's covenant to budget and appropriate Non-Ad Valorem Revenues. The LOC may be payable from, but shall not be secured by, federal, state, Town or municipal grant moneys, receipts or reimbursements received by the Town relative to expenses incurred by the Town, immediately preceding, during and following a disaster, as described above, such as, but not limited to, the clean-up, collection and disposal of debris caused by a hurricane or other weather-related events and/or any other disaster-related expense.

On January 3, 2020, the Town issued Request for Proposal ("RFP") 2020-12 for a Line of Credit. Florida Law requires that the Town via an ordinance provide for authority to establish a Line of Credit. The enclosed ordinance provides for the establishment of a non-revolving, \$15,000,000.00 Line of Credit and delegates authority to the Town Manager to negotiate the Line of Credit terms, subject to a supplemental resolution.

Should the Council pass the Ordinance, a Resolution will be provided for the Council's consideration at the March 2020 Town Council Meeting.

Attachments:
Ordinance
Bankunited Proposal
Line Of Credit Agreement

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE TOWN OF MIAMI LAKES, FLORIDA, WITH ATTACHMENTS, AUTHORIZING A LOAN IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$15,000,000, IN THE FORM OF A TAXABLE NON-REVOLVING LINE OF CREDIT FROM BANKUNITED, N.A. (THE “LENDER”) FOR THE PURPOSE OF PROVIDING LIQUIDITY FINANCING IN RESPONSE TO DISASTER AND EMERGENCY OCCURRENCES ONLY, AS FURTHER DETAILED IN THE PROJECT DESCRIBED HEREIN; MAKING FINDINGS AND DETERMINATIONS AS TO SAID NON-REVOLVING CREDIT NOTE; ACCEPTING THE LENDER’S PROPOSAL TO MAKE A LOAN TO THE TOWN AND PURCHASE THE NON-REVOLVING CREDIT NOTE; PROVIDING FOR THE METHOD OF EXECUTION OF THE NON-REVOLVING CREDIT NOTE; AUTHORIZING THE USE OF THE PROCEEDS OF SUCH NON-REVOLVING CREDIT NOTE; APPROVING THE FORM OF A LINE OF CREDIT AGREEMENT WITH THE LENDER IN CONNECTION WITH THE NON-REVOLVING CREDIT NOTE AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH LINE OF CREDIT AGREEMENT AND NON-REVOLVING CREDIT NOTE; AUTHORIZING OTHER REQUIRED ACTIONS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council (the “Town Council”) of the Town of Miami Lakes, Florida (the “Town”) desires to obtain liquidity financing (the “Loan”) for the purpose of enabling the Town to better respond to an emergency event such as, but not limited to, hurricanes or other natural, biological, or man-made disasters that would require the payment of clean-up, collection and disposal of solid waste or other permitted costs, to assure public safety and provide cash flow relief to the Town’s General Fund (the “Project”); and

WHEREAS, the Town solicited proposals from various financial institutions through the distribution of its Request for Proposal – Line of Credit No. 2020-12, dated January 3, 2020 (the “RFP”), for a taxable non-revolving line of credit (the “Line of Credit”), in an amount not to exceed \$15,000,000, to provide liquidity financing for the Project; and

WHEREAS, BankUnited, N.A. (the “Lender”), responded to the RFP with a proposal dated January 31, 2020, as amended (the “Proposal”) attached hereto as Exhibit “A” and for all purposes made a part hereof, and is willing to provide a Line of Credit to the Town for the purpose of providing liquidity financing for the Project, upon the terms and conditions set forth in the Proposal; and

WHEREAS, the evaluation committee established by the Town to review the responses to the RFP has met and has reviewed the Proposal and recommended that the Town Council accept the Lender's Proposal; and

WHEREAS, the Town believes it is in the best interest of the Town and its residents to (i) accept the Proposal, (ii) enter into a Line of Credit Agreement between the Town and the Lender (the "Line of Credit Agreement"), substantially in the form attached hereto as Exhibit "B," setting forth the terms and conditions pursuant to which the Lender will provide the Loan (in the form of a taxable, non-revolving Line of Credit) to the Town, (iii) issue the Non-Revolving Credit Note to evidence the Loan, and (iv) approve the form of and authorize the execution and delivery of the Line of Credit Agreement and the Non-Revolving Credit Note.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA:

SECTION 1. INCORPORATION OF RECITALS. The recitals set forth above are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This resolution is adopted pursuant to the provisions of Article VIII, Section 2 of the Florida Constitution, Chapter 166, Part II, Florida Statutes, as amended, Sections 1.1, 4.3 and 4.11 of the Charter of the Town, the Authorizing Ordinance (as defined herein), and other applicable provisions of law.

SECTION 3. FINDINGS. The Town hereby finds and determines that:

(a) it is in the best interests of the Town and its residents to obtain liquidity financing for the Project;

(b) it is in the best interests of the Town and its residents to accept the Proposal, to award the Non-Revolving Credit Note pursuant to the Proposal, and to enter into the Line of Credit Agreement and issue the Non-Revolving Credit Note to the Lender;

(c) it is hereby determined by the Town Council that a negotiated award of the Loan is necessary and is in the best interests of the Town and its residents for the reasons set forth in Section 4(B) of the Authorizing Ordinance;

(d) the obligation of the Town to repay the Non-Revolving Credit Note in accordance with its terms and to make the payments required under the Line of Credit Agreement is hereby declared to be and shall be a special, limited obligation of the Town, secured solely by the obligation of the Town under its covenant to budget and appropriate sufficient amounts of Non-Ad Valorem Revenues to pay the principal of and interest on the Non-Revolving Credit Note and such other amounts as may be due and payable under the Line of Credit Agreement, in each Fiscal Year, and to deposit such amounts to the credit of the Sinking Fund created under the Line of Credit Agreement (the "Sinking Fund"). The obligation of the Town to repay the Non-Revolving Credit Note in accordance with its terms and to make any other payments, if any, required under the Non-Revolving Credit Note and Line of Credit Agreement shall not be or constitute a

general obligation or indebtedness of the Town and neither the Non-Revolving Credit Note nor the Line of Credit Agreement shall be or constitute a “bond” within the meaning of Article VII, Section 12, Florida Constitution. Neither the Lender nor any successor owner of the Non-Revolving Credit Note shall be entitled to compel the payment of the principal of or interest on the Non-Revolving Credit Note or the making of any other payments required under the Non-Revolving Credit Note or the Line of Credit Agreement from any moneys of the Town other than the Pledged Funds (as defined herein); and

(e) this resolution constitutes a “Supplemental Note Resolution” for purposes of Section 5(B) of the Authorizing Ordinance.

SECTION 4. DEFINITIONS. In addition to capitalized terms defined in the recitals hereto or elsewhere in this resolution, the following terms shall have the meanings ascribed to them in this Section, and any capitalized words or terms used herein that are not normally capitalized and that are not defined herein shall have the meanings ascribed thereto in the Authorizing Ordinance, unless the context or use clearly indicates otherwise:

“Authorizing Ordinance” means the ordinance enacted by the Town Council on the date hereof, authorizing, among other things, the issuance of the Non-Revolving Credit Note in the principal amount of not exceeding \$15,000,000.

“Authorized Officers” shall mean the Mayor, the Vice Mayor, the Town Manager, the Director of Finance or any officer or employee or employees of the Town expressly authorized by name or position to perform specific acts or duties under the Line of Credit Agreement by resolution duly adopted by the Town Council.

“Bond Counsel” means Greenberg, Traurig, P.A., or any other law firm selected by the Town that is nationally recognized in the area of municipal finance.

“Director of Finance” means the duly appointed Chief Financial Officer of the Town or in such person’s absence or inability to act, such other person who is designated to act as Chief Financial Officer.

“Financial Advisor” means Estrada Hinojosa & Company, Inc., or any other firm selected by the Town that is nationally recognized for providing financial advisory services in the area of municipal finance.

“Mayor” means the duly elected Mayor of the Town or in such person’s absence or inability to act, the Vice Mayor of the Town.

“Pledged Funds” has the meaning set forth in Section 6(b) hereof.

“Town Attorney” means Gastesi, Lopez & Mestre, PLLC, or any other attorney or law firm selected by the Town with a favorable reputation in matters pertaining to state and local government law.

“Town Clerk” means the duly appointed Clerk of the Town or in such person’s absence or inability to act any duly appointed Deputy Town Clerk of the Town.

“Town Manager” means the individual who serves as the chief administrative officer of the Town, or in such person’s absence or inability to act, any duly appointed Deputy or Assistant Town Manager of the Town.

“Vice Mayor” means the duly elected by his or her peers, Vice Mayor of the Town.

SECTION 5. ACCEPTANCE OF PROPOSAL; AUTHORIZATION OF LOAN AND ISSUANCE OF NON-REVOLVING CREDIT NOTE. The Town Council hereby accepts the Proposal of the Lender, attached hereto as Exhibit “A,” to provide the Line of Credit in a principal amount not to exceed Fifteen Million Dollars (\$15,000,000). The proceeds from any draw under the Line of Credit shall be used solely for the purpose of providing funds to provide liquidity financing for the Project. No amounts shall be borrowed under the Line of Credit Agreement without a subsequent resolution being adopted by the Town Council approving the amount to be drawn under the Line of Credit and the submission to the Lender of a duly completed Notice of Advance (as defined in the Line of Credit Agreement) executed by two Authorized Officers. Each Notice of Advance shall contain a brief description of the nature of the Project costs to be paid with the proceeds of the advance being requested.

The Town hereby authorizes the issuance of a taxable non-revolving promissory note (the “Non-Revolving Credit Note”), to be issued under and pursuant to the Authorizing Ordinance, this resolution and the Line of Credit Agreement, in a maximum aggregate principal amount not exceeding \$15,000,000.

SECTION 6. TERMS AND PROVISIONS APPLICABLE TO THE NON-REVOLVING CREDIT NOTE.

(a) The Non-Revolving Credit Note is issuable only in fully registered form and shall be substantially in the form set forth as Exhibit B to the Line of Credit Agreement, with such appropriate variations, omissions and insertions as may be required therein and approved by the Town Manager, with the Mayor’s execution of the Non-Revolving Credit Note being conclusive evidence of his approval and the Town Council’s approval of such variations, omissions and insertions. The Non-Revolving Credit Note shall be issued as one note, shall be dated its date of issuance, shall bear interest at a fixed rate from the date of the first Advance as set forth in the Line of Credit Agreement and Non-Revolving Credit Note (which fixed rate may be adjusted to another fixed rate as of the start of the Term Period (as defined in the Line of Credit Agreement) as provided in the Line of Credit Agreement), shall mature, shall be subject to prepayment and be subject to amortization requirements, all as provided in the Proposal and as more specifically set forth in the Line of Credit Agreement. The Non-Revolving Credit Note shall be secured by and payable from the Pledged Funds (as defined herein), in the manner and to the extent provided in the Line of Credit Agreement.

(b) In the manner and to the extent provided in the Line of Credit Agreement, the Town hereby covenants and agrees to the extent permitted by and in accordance with applicable law and budgetary processes, to prepare, approve and appropriate in its Annual Budget for each Fiscal Year, by amendment if necessary, and to deposit to the credit of the Sinking Fund established under the Line of Credit Agreement, Non-Ad Valorem Revenues of the Town in an amount which is equal to the principal and interest due on the Non-Revolving Credit Note for the

applicable Fiscal Year, plus an amount sufficient to satisfy any other payment obligations, if any, of the Town under the Line of Credit Agreement (such Non-Ad Valorem Revenues actually deposited in the Sinking Fund and any investment earnings in the Sinking Fund are collectively referred to herein as the “Pledged Funds”), all in accordance with Section 5.03 of the Line of Credit Agreement, the terms and provisions of which are incorporated by reference into the body of this resolution as if set forth herein.

SECTION 7. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE NON-REVOLVING CREDIT NOTE. The Mayor is hereby authorized and directed to cause the Non-Revolving Credit Note to be signed with his manual or facsimile signature and the Town Clerk is hereby authorized and directed to attest to the execution of the Non-Revolving Credit Note by the Mayor with her manual or facsimile signature and is hereby directed and authorized to cause the seal of the Town or a facsimile thereof to be affixed or imprinted on the Non-Revolving Credit Note, and the Non-Revolving Credit Note shall thereupon be delivered to the Lender.

SECTION 8. APPROVAL OF THE FORM AND AUTHORIZATION OF EXECUTION AND DELIVERY OF THE LINE OF CREDIT AGREEMENT. The Line of Credit Agreement is hereby approved substantially in the form set forth as Exhibit “B” hereto, with such variations, omissions and insertions as may be approved by the Town Manager, with the Mayor’s execution of the Line of Credit Agreement being conclusive evidence of his approval and the Town Council’s approval of such variations, omissions and insertions from the form thereof set forth as Exhibit “B” hereto. The Mayor is hereby authorized to execute and deliver the Line of Credit Agreement and the Town Clerk is hereby authorized and directed to attest to the execution of the Line of Credit Agreement by the Mayor and affix or imprint the seal of the Town thereon.

SECTION 9. GENERAL AUTHORITY. The members of the Town Council, the Town Manager, the Town Clerk, the Director of Finance, the Town Attorney and the officers, attorneys and other agents or employees of the Town are hereby authorized to do all acts and things required of them by the Authorizing Ordinance, this resolution, the Line of Credit Agreement or the Non-Revolving Credit Note, or desirable or consistent with the requirements of the Authorizing Ordinance, this resolution, the Line of Credit Agreement or the Non-Revolving Credit Note, for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or therein, and each member, employee, attorney and officer of the Town Council, the Town Manager, the Town Clerk, the Director of Finance and the Town Attorney is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

In any case where the Mayor or the Town Manager is authorized or directed to make a determination or otherwise take action under this resolution, the Mayor and the Town Manager are authorized to make such determination or take such action after such consultation, if any, as the Mayor or the Town Manager deems appropriate with the Director of Finance, the Financial Advisor, the Town Attorney or Bond Counsel.

SECTION 10. HEADINGS FOR CONVENIENCE ONLY. The headings preceding the texts of the several sections and subsections hereof shall be solely for convenience of reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect.

SECTION 11. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held by a court of competent jurisdiction to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

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SECTION 12. EFFECTIVE DATE. This resolution shall take effect immediately upon its execution.

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

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Josh Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

ADOPTED this 9th day of March, 2020.

MANNY CID
MAYOR

ATTEST:

GINA M. INGUANZO
TOWN CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR USE ONLY BY THE
TOWN OF MIAMI LAKES:

RAUL GASTESI, JR.
GASTESI, LOPEZ & MESTRE, PLLC
TOWN ATTORNEY

GREENBERG TRAURIG, P.A.
BOND COUNSEL

EXHIBIT “A”
BANKUNITED PROPOSAL

EXHIBIT “B”
LINE OF CREDIT AGREEMENT

ACTIVE 48738053v3

Percy R. Aguila, Jr.
Senior Vice President
Corporate Banking
Tel: 305.818.8661
E-mail: PAguila@bankunited.com

Anthony Fulchi
Vice President
Corporate Banking
Tel: 305.698.4195
E-Mail: AFulchi@bankunited.com

BankUnited, N.A.
7765 NW 148th Street
Miami Lakes, FL 33016

BankUnited, N.A.
7765 NW 148th Street
Miami Lakes, FL 33016



Edward Pidermann
Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

January 31, 2020

RE: Taxable Non-Revolving Line of Credit, Series 2020 Note

BankUnited, N.A. (the "Bank") is pleased to provide this Term Sheet outlining the basic terms and conditions currently being contemplated for the proposed extension of credit applicable to the RFP for a bank qualified, taxable non-revolving Line of Credit. This Term Sheet is subject to final credit approval and documentation pursuant to the following:

Borrower: Town of Miami Lakes, Florida (the "Town" or "Borrower").

Amount: Not to exceed \$15,000,000 in total (the "Series 2020 Note Amount").

Lender: BankUnited, N.A. or its affiliate, Bridge Funding Group, Inc. (the "Bank" or "Lender").

Facility: The obligation will be a non-revolving line of credit in an amount not to exceed the Series 2020 Note Amount (the "Series 2020 Note").

Closing Date: On or about March 6, 2020 (the "Closing Date") or as otherwise mutually agreed upon by the Borrower and the Lender, but no later than March 31, 2020.

Purpose/Use of Proceeds: The Series 2020 Note will be used to provide liquidity to the Town for the response to an emergency event such as, but not limited to, hurricanes or other natural, biological, or man-made disasters that would require the financing of clean-up, collection and disposal of solid waste or other permitted costs, to assure public safety and General Fund cash-flow relief and to pay for related costs of issuance, including but not limited to financial advisory fees, commitment fees of the Bank, and fees of counsel representing the Bank.

Security: The Series 2020 Note shall be secured by the Town's covenant to budget and appropriate from legally available Non-Ad Valorem Revenues and may also be payable from, but shall not be secured by, federal, state, Town or municipal grant moneys, receipts or reimbursements relative to expenses incurred by the Town, immediately preceding, during and following a disaster.

Draw Period Thirty-two (32) months from closing.

Principal & Interest Payments:

Following the 32-month Draw Period, the then outstanding principal balance will be subject to a 6-month interest only payment starting June 1st 2023 and going forward it will be subject to semi-annual principal and interest payments.

Following the 6-month interest only period, semi-annual Principal and Interest Payments (on each June 1 and December 1) to maturity or earlier prepayment based on a 7-year amortization period. The first Principal and Interest payment will be on Dec 1, 2023.

Term/Maturity:

The Series 2020 Note shall be for a term that extends to a final maturity of December 1, 2029. This consists of the 32-month draw period, and the 7-year amortization period from December 1, 2022 through December 1, 2029, which includes a 6 month interest only period on the first payment of June 1, 2023.

MINIMUM DRAWS AMOUNTS WILL BE IN NO LESS THAN \$500,000. DRAWS ARE ALSO LIMITED TO ONE DRAW PER MONTH.

Interest Rate:

Draw Period/Interest Only Period—Between the Closing Date and , November 30, 2022, any draws on the Series 2020 Note will carry an interest rate, to be established by the Lender, based on the lower of the 5-year Treasury plus 1.65%, or 3.10%.

7-year Amortization Period—Between December 1, 2022 and December 1, 2029, any outstanding principal on the Series 2020 Note will carry an interest rate, to be established by the Lender, based on the lower of the 5-year Treasury plus 1.65%, or 3.10%.

Day Count Method:

Interest will be calculated based on a 360-day year, consisting of twelve 30-day months.

Optional Prepayment:

Upon ten (10) business days written notice to the Bank, the Series 2020 Note is prepayable (without penalty or premium) on any Interest Payment Date prior to maturity at the option of the Town, in whole or in part, at a redemption price equal to the principal amount of the Series 2020 Note to be redeemed, plus accrued interest thereon to the date of redemption.

Other

Prepayment:

To the extent the Town shall receive Federal, State, or County grant moneys, receipts and reimbursements, if any, in connection with an emergency event, the Town shall, as soon as practicable, upon providing not less than ten (10) business days written notice to the Lender, apply such moneys to prepay at par an allocable portion of the principal of the Series 2020 Note, without premium, together with accrued and unpaid interest thereon to the date of prepayment.

Lender Counsel:

BankUnited will be represented by Bank Counsel to be disclosed to the Town upon acceptance of this Term Sheet. Bank counsel fees (including expenses) for the Series 2020 Note are not expected to exceed \$10,000.

Deposit & Accounts:

BankUnited is a Qualified Public Depository, as defined by the State of Florida and pursuant to Chapter 280, Florida Statutes and shall continue to be designated as such by the Town.

Commitment Fees:


Payable at closing, \$30,000.

Unutilized Fees:	None.								
Negative Covenants:	The Town covenants that it shall only use the funds loaned from the Series 2020 Note to pay or reimburse itself for the costs associated with an emergency event and to pay the costs of issuance.								
Financial Covenants:	Based on Non-Ad Valorem Revenues, an Anti-Dilution Test of 1.25 times as applicable to additional borrowings and parity debt obligations of the Town.								
Extension of Term of Agreement:	Not later than 90 days prior to the expiration date of the Line of Credit, the Town may by written notice to Bank United request that the Line of Credit be renewed/extended. Bank United shall have the right to accept or reject any such request in its sole and absolute discretion.								
Additional Conditions:	The Lender hereby notifies the Town that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the Town, which information includes the name and address of the Town and other information that will allow the Bank to identify the Town in accordance with the Patriot Act. The Town hereby agrees that it shall promptly provide such information upon request by the Bank.								
Default Rate:	Upon the occurrence of an Event of Default, the interest rate on the Series 2020 Note shall be adjusted to the existing interest rate on the Series 2020 Note plus three percent (3.00%) per annum (the "Default Rate").								
Default & Remedies:	As provided for and consistent with the Town's outstanding debt.								
Annual Reporting Requirements:	<p>(1) The Town shall deliver its annual audited financial statements to the Bank within 270 calendar days after the end of its fiscal year.</p> <p>(2) The Town shall provide to the Bank its operating budget and multi-year capital budget on annual basis, within 30 days after the start of the fiscal year for which the respective documents have been adopted and approved.</p>								
Governing Law:	All aspects of the Series 2020 Note being discussed, including this Term Sheet, and any related financing documents would be governed by the laws of the State of Florida.								
Expiration:	Unless the Town notifies Bank United that the Town Manager will proceed with the recommendation of this proposal subject to Town Counsel approval, this Term Sheet expires March 1, 2020.								
Bank Credit Ratings:	<table> <tr> <td></td><td><u>Moody's</u></td></tr> <tr> <td>Deposit Rating</td><td>A3</td></tr> <tr> <td>Senior Debt Rating</td><td>Baa3</td></tr> <tr> <td>Outlook</td><td>Stable</td></tr> </table>		<u>Moody's</u>	Deposit Rating	A3	Senior Debt Rating	Baa3	Outlook	Stable
	<u>Moody's</u>								
Deposit Rating	A3								
Senior Debt Rating	Baa3								
Outlook	Stable								

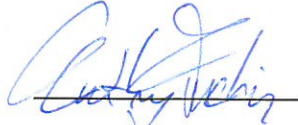
Acceptance:

On behalf of BankUnited, we sincerely thank you for the opportunity to service your financing needs. Should you wish to proceed with obtaining final credit approval under the general terms and conditions outlined herein please acknowledge your acceptance by signing below and returning one original signed document.

Very truly yours,

A blue ink signature of Percy R. Aguila, Jr. written over a horizontal line.

Percy R. Aguila, Jr.
Senior Vice President

A blue ink signature of Anthony Fulchi written over a horizontal line.

Anthony Fulchi
Vice President

ACCEPTED:

Town of Miami Lakes, FLORIDA

By: _____

Title: _____

Dated: _____

Cc: _____

LINE OF CREDIT AGREEMENT

Dated as of March [12], 2020

By and Between

TOWN OF MIAMI LAKES, FLORIDA

and

BANKUNITED, N.A.

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LINE OF CREDIT AGREEMENT

This LINE OF CREDIT AGREEMENT is dated as of March [12], 2020 (the “Agreement”) by and between the TOWN OF MIAMI LAKES, FLORIDA (the “Town”), a municipal corporation duly organized and existing under the laws of the State of Florida, and BANKUNITED, N.A. (together with its successors and assigns, the “Lender”), a national banking association organized and existing under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Lender has agreed to make a loan (the “Loan”) to the Town in the form of a taxable non-revolving line of credit pursuant to which one or more draws may be made from time to time through December 1, 2022 to advance funds to the Town (each such draw being an “Advance” and collectively, “Advances”), for the purpose of providing liquidity to the Town to enable the Town to better respond to an emergency event such as, but not limited to, hurricanes or other natural, biological, or man-made disasters that would require the payment of clean-up, collection and disposal of solid waste or other permitted costs, to assure public safety and provide cash flow relief to the Town’s General Fund, including, without limitation, reimbursement to the Town for any such costs previously paid by the Town (the “Project”), as set forth in the Town’s Request for Proposals dated January 3, 2020; and

WHEREAS, pursuant to Ordinance No. 2020-____ duly enacted on March 9, 2020 (the “Authorizing Ordinance”) by the Town Council of the Town (the “Town Council”) and Resolution No. 2020-____ duly adopted on March 9, 2020 (the “Resolution”) by the Town Council, the Town has authorized, among other things, the Loan, in an aggregate principal amount not exceeding \$15,000,000, the execution and delivery of this Agreement, and the issuance to the Lender of the Non-Revolving Credit Note described herein; and

WHEREAS, the Non-Revolving Credit Note shall evidence and secure the Town’s obligation to repay any and all Advances made under the Loan and any other amounts due and owing under this Agreement by the Town to the Lender; and

WHEREAS, to provide certain representations, warranties and covenants relating to the Loan, the Non-Revolving Credit Note and the repayment thereof, the Town and the Lender desire to enter into this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. In addition to the words and terms defined in the recitals above or elsewhere in this Agreement, the following words or terms have the meanings set forth below, and any capitalized words or terms used in this Agreement that are not normally capitalized and that are not defined herein shall have the meanings ascribed thereto in the Authorizing Ordinance or the Resolution, as applicable, unless the context or use indicates a different meaning.

“*Act*” means collectively, Article VIII, Section 2 of the Florida Constitution, Chapter 166, Part II, Florida Statutes, as amended, Sections 1.1, 4.3 and 4.11 of the Charter of the Town of Miami Lakes, Florida, the Authorizing Ordinance, and other applicable provisions of law.

“*Advance*” means a loan made under this Agreement pursuant to a Draw to be repaid pursuant to the terms of this Agreement and the Non-Revolving Credit Note.

“*Annual Budget*” means the budget or budgets, as amended and supplemented from time to time, prepared by the Town for each Fiscal Year in accordance with the laws of the State.

“*Authorized Depository*” means any bank, trust company, national banking association, savings and loan association, savings bank or other banking association selected by the Town as a depository, which is authorized under Florida law to be a depository of municipal funds and which has complied with all applicable state and federal requirements concerning the receipt of Town funds.

“*Authorized Officer*” or “*Authorized Officers*” shall mean the Mayor, the Vice Mayor, the Town Manager, the Director of Finance or any officer or employee of the Town expressly authorized by name or position to perform specific acts or duties hereunder by resolution duly adopted by the Town Council.

“*Authorizing Ordinance*” shall have the meaning given to such term in the preambles of this Agreement.

“*Available Commitment*” means, at any date, the Commitment of the Lender less the aggregate principal amount of Advances outstanding on the date of calculation.

“*Bond Counsel*” means Greenberg Traurig, P.A., or any other law firm selected by the Town that is nationally recognized in the area of municipal finance.

“*Borrowing Date*” means the date on which an Advance is funded by the Lender pursuant to Section 2.02, which date cannot be later than the Draw Period Termination Date.

“*Business Day*” means any day except (i) a Saturday, (ii) a Sunday or (iii) a day upon which financial institutions are authorized or required by law or executive order of the State to close.

“*Capital Leases*” means leases which are capitalized for accounting purposes as provided in the Town’s financial statements in accordance with generally accepted accounting principles.

“*Closing Date*” means March [12], 2020, or such later date on which all of the conditions set forth in Section 3.01 have been satisfied or waived in writing by the Lender.

“*Commitment*” means Fifteen Million Dollars (\$15,000,000), as the total amount of the commitment of the Lender to make Advances evidenced by the Non-Revolving Credit Note and this Agreement.

“*Covenant Obligations*” means, obligations evidencing indebtedness for borrowed money, whether heretofore or hereafter issued or incurred, including, without limitation, any Capital Leases and the Non-Revolving Credit Note, the primary security for which is provided by a

covenant of the Town to budget and appropriate Non-Ad Valorem Revenues of the Town for the payment of debt service on such obligations.

“Director of Finance” has the meaning set forth in the Resolution.

“Draw” or *“Drawing”* means a borrowing of money under this Agreement in the form of an Advance to be repaid pursuant to the terms of this Agreement and the Non-Revolver Credit Note.

“Draw Period” means the period of time during which a Draw may be made under this Agreement, which shall commence on the Closing Date and end on the Draw Period Termination Date.

“Draw Period Termination Date” means December 1, 2022, or such later date as the Lender and the Town may mutually agree in writing, pursuant to Section 2.08 hereof, after which date no further Draws may be made by the Town.

“Draw Period Rate” means a fixed interest rate per annum equal to the lower of (i) the rate of interest on 5-year U.S. Treasury Notes, plus one hundred and sixty-five basis points (1.65%) or (ii) 3.10%; provided however, that from and after the occurrence of an Event of Default, *“Draw Period Rate”* shall mean the Default Rate to the extent provided in Section 7.02(a) hereof. The Draw Period Rate shall not exceed the maximum interest rate permitted by the laws of the State. The Draw Period Rate shall be established by the Lender in accordance with Section 2.04(a) hereof.

“Event of Default” means any of the events of default set forth in Section 7.01.

“Fiscal Year” means the twelve (12) month period starting on the first day of October and ending on the last day of September of the following calendar year, as the same may be modified from time to time to conform to the fiscal year of the Town established by law.

“Governmental Authority” means any national, state or local government, any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality or authority, and shall include the Town.

“Interest Payment Date” means each June 1 and December 1, commencing on the June 1 or December 1 immediately following the first Draw; provided that the Maturity Date and any date on which an Advance is prepaid shall also be deemed to be an Interest Payment Date.

“Lien” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset.

“Loan” means the line of credit financing provided by the Lender to the Town pursuant to the terms of this Agreement, in the aggregate principal amount not to exceed \$15,000,000, which shall be made through one or more Advances as provided in this Agreement. The Loan shall consist of the aggregate of all Advances made under this Agreement, so that all Advances, collectively, constitute a single loan.

“*Maturity Date*” means December 1, 2029, unless the Stated Expiration Date is extended pursuant to Section 2.08 hereof, in which case the “Maturity Date” shall become the newly established Stated Expiration Date.

“*Mayor*” has the meaning set forth in the Resolution.

“*Non-Ad Valorem Revenues*” means all revenues of the Town that are not derived from ad valorem taxes imposed on real or personal property, but only to the extent such revenues are legally available to be budgeted, appropriated and deposited by the Town in the Sinking Fund as required by this Agreement to pay principal of and interest on the Non-Revolving Credit Note.

“*Non-Revolving Credit Note*” means the taxable Non-Revolving Credit Note in substantially the form of Exhibit B referred to in Section 2.03 hereof and issued pursuant to the provisions hereof and of the Resolution.

“*Notice of Advance*” means a notice given by the Town to the Lender pursuant to Section 2.02 in substantially the form of Exhibit A.

“*Person*” means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

“*Pledged Funds*” means all amounts in the Sinking Fund, including, without limitation, (i) the Non-Ad Valorem Revenues actually deposited in the Sinking Fund and (ii) any investment earnings on such amounts in the Sinking Fund.

“*Principal Amortization Schedule*” means the principal amortization schedule attached hereto as Exhibit C and by this reference incorporated herein, which shall remain blank during the Draw Period and will be completed within twenty (20) Business Days after the Draw Period Termination Date as provided in Section 2.05(b).

“*Principal Payment Date*” means (i) December 1, 2023 and each June 1 and December 1 thereafter to and including the Maturity Date and (ii) any earlier prepayment date.

“*Project*” has the meaning set forth in the preambles of this Agreement.

“*Proposal*” means the Lender’s proposal dated January 31, 2020, as amended, for the making of the Loan pursuant to a taxable non-revolving line of credit.

“*Related Documents*” means, collectively, this Agreement, the Non-Revolving Credit Note, the Authorizing Ordinance, the Resolution and all certificates or other instruments executed by the Town in connection with the execution and delivery of this Agreement and the Non-Revolving Credit Note.

“*Resolution*” shall have the meaning given to such term in the preambles of this Agreement.

“*Sinking Fund*” means the Sinking Fund established pursuant to Section 6.01 hereof for the deposit of Non-Ad Valorem Revenues pursuant to Section 5.03 hereof.

“*State*” means the State of Florida.

“*Stated Expiration Date*” means December 1, 2029.

“*Term Period*” means the period commencing on the day immediately after the Draw Period Termination Date and ending on the Maturity Date.

“*Term Period Rate*” means a fixed interest rate per annum equal to the lower of (i) the rate of interest on 5-year Treasury Notes, plus one hundred and sixty-five basis points (1.65%) or (ii) 3.10%; provided however, that from and after the occurrence of an Event of Default, “*Term Period Rate*” shall mean the Default Rate to the extent provided in Section 7.02(a) hereof. The *Term Period Rate* shall not exceed the maximum interest rate permitted by the laws of the State. The *Draw Period Rate* shall be established by the Lender in accordance with Section 2.04(b) hereof.

“*Town Attorney*” has the meaning set forth in the Resolution.

“*Town Clerk*” has the meaning set forth in the Resolution.

“*Town Council*” means the Town Council of the Town or any successor commission, board or body in which the general legislative power of the Town shall be vested.

“*Town Manager*” has the meaning set forth in the Resolution.

“*Vice Mayor*” means the duly appointed Vice Mayor of the Town or in such person’s absence or inability to act, any other Councilmember appointed to serve as the acting Vice Mayor.

Section 1.02 Accounting Terms. All accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared in accordance with generally accepted accounting principles as in effect from time to time, applied on a basis consistent (except for changes approved by the Town’s independent public accountants) with the most recent financial statements of the Town delivered pursuant to Section 4.06.

Section 1.03 Time of Day. All references in this Agreement to times of day shall be references to the prevailing Florida Eastern Time unless otherwise expressly provided herein.

Section 1.04 Incorporation of Certain Definitions by Reference. Each capitalized term used herein and not defined herein shall have the meaning provided therefor in the Authorizing Ordinance or the Resolution, as applicable.

Section 1.05 Computation of Time Periods. In this Agreement, unless otherwise expressly provided herein, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding.”

Section 1.06 Construction. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, the singular includes the plural and the part includes the whole and “or” has the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “including” has the meaning “including, but not limited to.” The section headings contained in this Agreement and the table of contents preceding this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect. All words used herein shall be construed to be of such gender or number as the circumstances require. Reference to any document means such document as amended or supplemented from time to time as permitted under their respective terms and the terms hereof. Reference herein to an Article, Section or Exhibit shall constitute a reference to such Article, Section or Exhibit of or to this Agreement unless otherwise specified.

[End of Article I]

ARTICLE II

NON-REVOLVING CREDIT

Section 2.01 Commitment to Lend; Use of Loan Proceeds. The Lender agrees, on the terms and conditions set forth in this Agreement, to lend to the Town from time to time through the Draw Period Termination Date amounts not to exceed the Available Commitment on the date the corresponding Advance is to be made and not to exceed in the aggregate at any one time outstanding the amount of the Commitment, to be used by the Town to pay costs of the Project and for no other purpose. The Town shall be entitled to request, and the Lender shall be required to make, only one Loan in each calendar month; provided that at the time that each Loan is made, such Advance shall be in a principal amount that is not less than the lesser of \$500,000 or the entire unused balance of the Available Commitment. The Town agrees to repay the Lender for the full amount of any Advances, plus accrued interest on such Advances, in accordance with this Agreement. Once an amount has been borrowed and repaid by the Town under this Agreement, such amount cannot be re-borrowed by the Town.

Section 2.02 Method of Making Advances. If, on any Business Day, the Lender receives at the location specified in Section 8.01 hereof, a Notice of Advance signed by two Authorized Officers of the Town, not later than 12:00 noon on such Business Day, the Lender shall, subject to satisfaction of the requirements of Article III hereof, transfer to the Town not later than 2:00 p.m. on the next Business Day (or such later date as specified by the Town in the Notice of Advance), in immediately available funds, an amount equal to the Loan thereby requested. If the Notice of Advance is received after 12:00 noon on a Business Day, the Lender shall, subject to satisfaction of the requirements of Article III hereof, transfer to the Town not later than 12:00 noon on the second Business Day after receipt of such Notice of Advance (or such later date specified by the Town in the Notice of Advance), in immediately available funds, an amount equal to the Loan thereby requested. If a Notice of Advance is given by facsimile or electronic transmission, the Town shall promptly deliver an original of such Notice of Advance by postage prepaid, U.S. Mail; provided that the receipt of such original is not a condition to the Lender's obligation to advance funds hereunder. A Notice of Advance shall be irrevocable after receipt thereof by the Lender. Each Notice of Advance shall specify the following information:

- (i) the aggregate amount of the requested Loan, subject to the limitations set forth in Section 2.01;
- (ii) a brief description of the nature of the Project costs to be paid with the proceeds of the Advance being requested;
- (iii) the requested Borrowing Date and time of funding, which shall be subject to the provisions of this Section 2.02; and
- (iv) the wire instruction for where the proceeds of the proposed Loan should be transferred.

The Lender may conclusively rely on the information set forth in each Notice of Advance. Each Notice of Advance shall be accompanied by a certified copy of the resolution of the Town Council

approving the amount to be drawn pursuant to such Notice of Advance; it being understood that such resolution of the Town Council needs to approve only the amount to be drawn and not the specific Notice of Advance itself.

Section 2.03 Non-Revolving Credit Note. The Advances made by the Lender shall be evidenced by the Non-Revolving Credit Note, payable to the order of the Lender. The Lender is authorized to make a notation on its Non-Revolving Credit Note as to the date and amount of each Advance and as to each payment of principal with respect thereto, but the failure to make such notation shall not relieve the Town of its obligations to repay the amount of each Advance, with interest, as provided herein. Alternatively, the Lender is authorized to maintain records of the date and amount of each Advance and each payment by the Town electronically.

Section 2.04 Interest.

(a) During the Draw Period, each Advance shall bear interest on the outstanding principal amount thereof, for each day from and including the date such Advance is made until it is paid in full, at a rate per annum equal to the Draw Period Rate. The Draw Period Rate shall be determined by the Lender not later than the fifth (5th) Business Day after the first Draw is made hereunder. The Lender shall provide written notification to the Town of the Draw Period Rate on the same Business Day that the Draw Period Rate is determined by the Lender. The same Draw Period Rate shall apply during the entirety of the Draw Period to all Advances made during the Draw Period while any principal of the Non-Revolving Credit Note is outstanding.

(b) During the Term Period, each Advance shall bear interest on the outstanding principal amount thereof, until it is paid in full, at a rate per annum equal to the Term Period Rate. The Term Period Rate shall be determined by the Lender not later than the fifth (5th) Business Day after the Draw Period Termination Date. The Lender shall provide written notification to the Town of the Term Period Rate on the same Business Day that the Term Period Rate is determined by the Lender. The same Term Period Rate shall apply during the entirety of the Term Period while any principal of the Non-Revolving Credit Note is outstanding.

(c) On each Interest Payment Date, the Town agrees to pay to the Lender interest on the then outstanding aggregate principal amount of all Advances in arrears, such interest to be payable on each Interest Payment Date when an Advance is outstanding and on any earlier date when any Advance is prepaid in full. Any overdue principal and, to the extent permitted by law, overdue interest on any Advance and all other amounts payable hereunder which are not paid when due shall bear interest, payable on demand, for each day until paid, at the Interest Rate applicable to such Advance; provided, however, that the Default Rate (as defined in Section 7.02(a) hereof) shall apply upon the occurrence and continuation of an Event of Default as provided in Section 7.01(a) hereof.

(d) Interest on each Advance and amounts otherwise payable hereunder shall be calculated as provided in Section 2.07.

Section 2.05 Principal.

(a) No principal shall be due and payable on any Advance during the Draw Period.

(b) During the Term Period, principal shall be due and payable on each Advance on each Principal Payment Date in accordance with the Principal Amortization Schedule. Within twenty (20) Business Days after the Draw Period Termination Date, the Lender and the Town shall mutually agree on and attach hereto as a new Exhibit C in substitution for the blank Principal Amortization Schedule initially attached hereto, a principal amortization schedule providing for the repayment of the principal amount of all outstanding Advances on each Principal Payment Date, so that the principal of all Advances outstanding as of the Draw Period Termination Date shall be amortized over a seven (7) year period ending on the Maturity Date, together with the interest accruing on such outstanding principal amounts, on a substantially level debt service basis.

(c) The Town may prepay the Advances, without penalty or premium, in whole or in part at any time, or from time to time, on any date, by giving notice to the Lender not later than ten (10) Business Days before such prepayment is to be made, and by paying to the Lender the principal amount thereof to be prepaid, together with accrued interest on the principal amount being prepaid to the date of prepayment. Any such notice of prepayment may be given by electronic transmission and shall be irrevocable once received by the Lender.

(d) If at any time after the Draw Period Termination Date, the Town receives federal, State or Miami-Dade County grant moneys, receipts or reimbursements in connection with an emergency or disaster event for which the Town has made a Draw under this Agreement and all or any portion of the Advance corresponding to such Draw is still outstanding, the Town shall, as soon as practicable after receipt of such grant moneys, receipts or reimbursements, upon providing the Lender not less than ten (10) Business Days written notice, apply such grant moneys, receipts or reimbursements to prepay the principal amount outstanding of such prior Advance, without premium, together with accrued interest thereon to the date of prepayment.

Section 2.06 General Provisions as to Payments. The Town shall make each payment of principal of and interest on the Advances to the Lender, not later than 3:00 p.m. on the day when due, in federal or other immediately available funds. All payments by the Town to the Lender hereunder shall be nonrefundable and made in lawful currency of the United States. Amounts payable to the Lender hereunder shall be transferred to the Lender's account at BANKUNITED, ABA #_____, Credit to Account No.: _____, Reference Town of Miami Lakes Line of Credit – Loan Payment (or to such other account of the Lender as the Lender may specify by written notice to the Town not later than the second Business Day prior to the payment date) not later than 3:00 p.m., on the date payment is due. Any payment received by the Lender after 3:00 p.m. shall be deemed to have been received by the Lender on the next Business Day. If any payment hereunder is due on a day that is not a Business Day, then such payment shall be due on the immediately succeeding Business Day, and, in the case of the computation of the interest hereunder, interest shall be computed through the due date of such payment, but any such extension of time shall not be included in the computation of the payment due hereunder.

Section 2.07 Computation of Interest. Interest on the Advances shall be computed on the basis of a 30-day month and a 360-day year.

Section 2.08 Request by the Town for Extension of Draw Period. Not later than ninety (90) days prior to the Draw Period Termination Date, if the full amount of the Commitment has not yet been drawn by the Town, the Town may by written notice to the Lender in the form of Exhibit D attached hereto request that the Draw Period Termination Date be extended. The Lender shall have the right to accept or reject any such request in its sole and absolute discretion and failure of the Lender to provide a written response to the Town within forty-five (45) days after receipt of such request shall be deemed a rejection by the Lender of such request.

Section 2.09 Maintenance of Accounts The Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Town and the amounts payable and paid from time to time hereunder. In any legal action or proceeding in respect of this Agreement, the entries made in such account or accounts shall be presumptive evidence of the existence and amounts of the obligations of the Town therein recorded. The failure to record any such amount shall not, however, limit or otherwise affect the obligations of the Town hereunder to repay all amounts owed hereunder, together with all interest accrued thereon as provided in this Article II.

Section 2.10 Commitment Fee In consideration of the Lender's willingness to make the Loan available to the Town and entering into this Agreement, the Town shall pay a commitment fee of Thirty Thousand Dollars (\$30,000) to the Lender on the Closing Date.

[End of Article II]

ARTICLE III

CONDITIONS

Section 3.01 Conditions to Effectiveness. This Agreement shall become effective on the Closing Date provided that the Lender receives each of the following, each in form and substance satisfactory to the Lender, on or prior to such date:

(a) counterparts of this Agreement duly executed by the Lender and an Authorized Officer of the Town;

(b) a duly executed Non-Revolving Credit Note, dated the Closing Date, complying with the provisions of Section 2.03;

(c) a copy of the Authorizing Ordinance, certified by the Town Clerk of the Town as being in full force and effect as of the Closing Date;

(d) a copy of the Resolution, certified by the Town Clerk of the Town as being in full force and effect as of the Closing Date;

(e) an opinion of the Town Attorney addressed to the Lender to the effect that, (i) the Authorizing Ordinance has been duly enacted and the Resolution has been duly adopted by the Town Council, and this Agreement, and the Non-Revolving Credit Note have been duly authorized, executed and delivered by the Town and each constitutes (assuming with respect to the Agreement, the due authorization, execution and delivery thereof by the Lender) a valid, binding and enforceable agreement of the Town in accordance with its terms, except to the extent that the enforceability of the rights and remedies set forth herein and therein may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally or by usual equity principles; (ii) the Town's execution, delivery and performance of this Agreement and the issuance of the Non-Revolving Credit Note are not subject to any authorization, consent, waiver, approval or review of any governmental body, public officer or regulatory authority not heretofore obtained or effected; (iii) the Town (A) is a municipal corporation duly organized and validly existing under the laws of the State of Florida, (B) has power and authority to execute and deliver this Agreement and to issue the Non-Revolving Credit Note and to consummate the transactions contemplated hereby and thereby and (C) has the legal power to pledge the Pledged Funds and to covenant to budget and appropriate the Non-Ad Valorem Revenues as provided in this Agreement; (iv) the enactment of the Authorizing Ordinance, the adoption of the Resolution, the execution and delivery of this Agreement and the issuance of the Non-Revolving Credit Note, and compliance with the terms hereof and thereof, under the circumstances contemplated hereby and thereby, do not and will not (A) conflict with the Act or (B) in any material respect conflict with, or constitute on the part of the Town, a breach of or default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the Town is a party or to which any of its property is subject, or conflict with, violate or result in a material breach of any existing law or regulation, judgment, court order or consent decree to which the Town, or any of its property is subject; (v) other than as provided in this Agreement, no pledge of or lien on the Pledged Funds (including any Non-Ad Valorem Revenues deposited in the Sinking Fund) currently exists on a basis that is superior to the lien on such revenues in favor of the Non-Revolving Credit Note; and

(vi) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending that the Town has received notice of or, to the best knowledge of the Town Attorney, threatened, against or affecting the Town Council or the Town challenging the validity of the Non-Revolving Credit Note, the Authorizing Ordinance, the Resolution or this Agreement or any of the transactions contemplated thereby, or challenging the powers of the Town to impose, levy or collect the Non-Ad Valorem Revenues or to covenant to budget and appropriate such Non-Ad Valorem Revenues, as contemplated herein, or the pledge of the Pledged Funds, or challenging the existence of the Town or the respective powers of the several officers or the officials of the Town or the titles of the officials holding their respective offices, or seeking to restrain or enjoin the issuance or delivery of the Non-Revolving Credit Note, or the proceedings or authority under which they are being issued, nor is there any basis therefor.

(f) an opinion of Bond Counsel, addressed to the Lender stating that such counsel is of the opinion that: (i) the Authorizing Ordinance has been duly enacted by the Town Council; (ii) the Resolution has been duly adopted by the Town Council and the Resolution duly authorizes the execution and delivery of this Agreement and the Non-Revolving Credit Note, and the issuance of the Non-Revolving Credit Note by the Town; and (iii) this Agreement and the Non-Revolving Credit Note have been duly and legally authorized, executed and delivered by the Town and (assuming with respect to the Agreement, the due authorization, execution and delivery thereof by the Lender) each is a valid, binding and enforceable obligation of the Town in accordance with its terms, subject to appropriate qualifications for bankruptcy, insolvency or other laws affecting creditors' rights generally and equitable principles;

(g) a certificate of the Town Clerk certifying the names and specimen signatures of each Authorized Officer;

(h) a certificate, dated the Closing Date, of an Authorized Officer to the effect that, on and as of the Closing Date (i) after giving effect to the execution and delivery of this Agreement and the Non-Revolving Credit Note, each of the representations and warranties of the Town contained in this Agreement is true and correct on and as of the Closing Date as though made on and as of such date, (ii) no Event of Default has occurred and is continuing or would result from the execution and delivery of this Agreement and the Non-Revolving Credit Note, (iii) there is no existing litigation in which a final and non-appealable adverse determination would result in any material adverse change in the business, financial position or results of operations of the Town, (iv) the execution and delivery of this Agreement and the Non-Revolving Credit Note do not, to the best knowledge of the Town, conflict with the terms of any statute, order, rule, regulation, judgment, decree, agreement, instrument or commitment to which the Town is a party or by which the Town is bound, and (v) the certificate delivered under this Section 3.01(h) shall be deemed a representation and warranty by the Town that the conditions precedent to the execution and delivery of this Agreement and the Non-Revolving Credit Note, unless otherwise waived in accordance herewith, shall have been satisfied;

(i) a letter executed by the Lender representing and covenanting to the Town that (i) it is acquiring the Non-Revolving Credit Note for its own account, as evidence of a privately placed negotiated loan and not with a current view to distribution or resale thereof; provided, however, that after the Draw Period Termination Date, the Lender may dispose of, transfer or assign the Non-Revolving Credit Note to an accredited investor or a qualified

institutional buyer, as provided in Section 8.04(b) of this Agreement, if such disposition or assignment can be made without violating any federal or state securities laws and the identity of any purchaser, transferee or assignee as an accredited investor or a qualified institutional buyer shall be certified in writing to the Town; (ii) it is making the Loan for its own account, does not currently intend to syndicate the Loan, will take no action to cause the Loan to be characterized as a security, and will not treat the Loan as a municipal security for purposes of the securities laws; (iii) the Loan will not be used in the future on a securitized transaction; (iv) it understands that the Loan is evidenced by the Non-Revolving Credit Note, the Non-Revolving Credit Note is issued in a single denomination equal to the aggregate principal amount of the Loan, may not be transferred except in whole, and will not be transferred to any kind of trust under any circumstances; (v) the Lender is a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes; (vi) it is not funding the Loan for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes; (vii) it understands that the Loan is not a municipal security and that no filing will be made with respect to the Loan or the Non-Revolving Credit Note evidencing the Loan with EMMA (the Municipal Securities Rulemaking Board's continuing disclosure site); (viii) it has in its possession or has had access to all material information concerning the security and sources of payment of the Loan and, as a result thereof, is thoroughly familiar with the nature and risks of such Loan; it has been afforded access to all material information and has had sufficient opportunity to discuss the business of the Town and the Project to be financed with the proceeds of the Loan with its officers, employees and others, and has been permitted to make an investigation of the Town and its operations; it does not require any further information or data concerning the Town; (ix) in purchasing the Loan, it has relied solely upon its own investigation, examination, and evaluation of the Town and other relevant matters, and has not relied upon any statement or materials which have not been supported by its own investigation and examination; (x) it has knowledge and experience in financial and business matters, and is capable of evaluating the merits and risks of its purchase of the Non-Revolving Credit Note and has determined that it can bear the economic risk of such purchase; (xi) it acknowledges that Bond Counsel and the Town's financial advisor bear no responsibility for the accuracy or completeness of any information with respect to the Town and the Project to be financed with the proceeds of the Loan contained in any document related to the purchase of the Loan; (xii) it acknowledges and understands that the Loan is not being registered under the Securities Act of 1933, as amended (the "1933 Act") or Chapter 517, Florida Statutes, and that the Town shall have no obligations to effect any such registration or qualification; it also acknowledges and confirms that it is an "accredited investor" within the meaning of Chapter 517, Florida Statutes, and Regulation D of the 1933 Act; (xiii) it acknowledges and agrees that there will be no CUSIPs obtained with respect to the Loan or evidencing the Loan; and (xiv) it acknowledges and agrees that there will be no credit rating obtained on the Loan;

(j) payment of the commitment fee of Thirty Thousand Dollars (\$30,000) by the Town to the Lender; and

(k) such other documents as the Lender, its legal counsel, the Town Attorney or Bond Counsel may reasonably request.

Section 3.02 Conditions to Advances. The obligation of the Lender to make an Advance hereunder is subject to the satisfaction of the following conditions, unless waived in writing by the Lender:

- (a) The Lender shall have received a properly completed Notice of Advance;
- (b) No Event of Default shall have occurred and be continuing;
- (c) The principal amount of such Advance shall not exceed the Available Commitment on the date such Advance is to be made and the principal amount of such Advance, together with the principal amount of all other Advances made or to be made on the date of such Advance, does not exceed the Commitment on the date of such Advance; and
- (d) The Draw Period Termination Date shall not have occurred.

Each Notice of Advance hereunder shall be deemed to be a representation and warranty by the Town on the date of such request as to the facts specified in this Section 3.02.

[End of Article III]

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 4.01 Representations, Warranties and Covenants of the Town. The Town represents and warrants that:

(a) The Town is a municipal corporation of the State. Pursuant to the Authorizing Ordinance and the Resolution, the Town has duly authorized the execution and delivery of this Agreement and the Non-Revolving Credit Note, the performance by the Town of all its obligations hereunder and under the Non-Revolving Credit Note, and the issuance of the Non-Revolving Credit Note in the aggregate principal amount not to exceed \$15,000,000.

(b) The Town has complied with all of the provisions of the Act, and has full power and authority to enter into and consummate all transactions contemplated by the Authorizing Ordinance and the Resolution, this Agreement or under the Non-Revolving Credit Note, and to perform all of its obligations hereunder and under the Non-Revolving Credit Note. To the best knowledge of the Town, the transactions contemplated hereby do not conflict with the terms of any statute, order, rule, regulation, judgment, decree, agreement, instrument or commitment to which the Town is a party or by which the Town is bound.

(c) The Town is duly authorized and entitled to enact the Authorizing Ordinance, adopt the Resolution, issue the Non-Revolving Credit Note and execute and deliver this Agreement and, when this Agreement and the Non-Revolving Credit Note are executed and delivered, and assuming the due authorization, execution and delivery of the Agreement by the Lender, the Agreement and the Non-Revolving Credit Note will each constitute a legal, valid and binding obligation of the Town enforceable in accordance with their respective terms, subject as to enforceability to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(d) There are no actions, suits or proceedings pending or, to the best knowledge of the Town, threatened against or affecting the Town, at law or in equity, or before or by any governmental authority, that, if adversely determined, would materially impair the ability of the Town to perform the Town's obligations under the Authorizing Ordinance, the Resolution, this Agreement or the Non-Revolving Credit Note.

(e) The financial information concerning the Town heretofore delivered to the Lender is complete and correct and fairly presents the financial condition of the Town for the period(s) referred to in such information. There are no liabilities (of the type required to be reflected on balance sheets prepared in accordance with generally accepted accounting principles), direct or indirect, fixed or contingent, of the Town as of the date of such financial information which are not reflected therein. There has been no material adverse change in the financial condition or operations of the Town since the date of such information (and no such material adverse change is pending or, to the Town's knowledge, threatened).

Section 4.02 General Representations, Warranties and Covenants of the Lender. The Lender represents, warrants and covenants that:

(a) The Lender is a national banking association duly organized and validly existing under the laws of the United States of America and is duly authorized to conduct business in the State of Florida, with full power and authority to enter into this Agreement, to perform its obligations hereunder and to make the Loan in the form of Advances. The execution and delivery of this Agreement by the Lender and the making of the Advance(s) has been duly authorized by all necessary action on the part of the Lender and will not violate or conflict with applicable laws or any material agreement, indenture or other instrument to which the Lender is a party or by which the Lender or any of its properties are bound.

(b) Assuming the due authorization, execution and delivery thereof by the Town, this Agreement is a valid and binding obligation of the Lender enforceable in accordance with its terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) Pursuant to the terms and provisions of this Agreement, the Lender agrees to establish a non-revolving line of credit on behalf of the Town pursuant to which it will make the Advances to the Town for the purpose of financing the costs of the Project.

Section 4.03 No Fiduciary. Neither the Lender nor any of its affiliates shall act as a fiduciary for the Town or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor with respect to the Loan or the issuance of the Non-Revolving Credit Note. Neither the Lender nor any of its affiliates has provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the Town with respect to the Loan or the proposed issuance of the Non-Revolving Credit Note. The Town has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the Loan and the proposed issuance of the Non-Revolving Credit Note from its financial, legal and other advisors (and not the Lender or any of its affiliates) to the extent that the Town desired to obtain such advice.

Section 4.04 Security for Non-Revolving Credit Note. The repayment of the Loan and Advances hereunder and payment of the principal of and interest on the Non-Revolving Credit Note shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Funds to the extent and in the manner provided in Articles V and VI hereof.

Section 4.05 Payment Covenant. The Town covenants that it shall duly and punctually pay from the Pledged Funds the principal of and interest on the Loan and all Advances hereunder at the dates and place and in the manner provided herein and in the Non-Revolving Credit Note according to the true intent and meaning thereof and all other amounts due under this Agreement. Failure to comply with this Section 4.05 shall result in an Event of Default as provided in Section 7.01(a) hereof.

Section 4.06 Information Requirements. The Town agrees to deliver to the Lender, when available, or within two hundred seventy (270) days after the end of its Fiscal Year, whichever is earlier, the audited financial statements relating to the Town for each Fiscal Year while the Non-Revolving Credit Note is outstanding. In addition, the Town agrees to deliver to the Lender, (i) the Annual Budget within thirty (30) days after the start of the Fiscal Year to which the Annual Budget relates, and (ii) upon written request, when available, such other financial information as the Lender may reasonably request.

Section 4.07 Additional Debt; Anti-Dilution Covenant.

(a) Nothing herein shall limit the ability of the Town to incur any indebtedness secured by any one or more source of Non-Ad Valorem Revenues or otherwise, or to create any debt, lien, pledge, assignment, encumbrance or charge upon any one or more source of Non-Ad Valorem Revenues; provided, however, that no such debt, lien, pledge, assignment, encumbrance or charge upon any one or more source of Non-Ad Valorem Revenues shall (a) affect the obligation of the Town to make payments on the Non-Revolving Credit Note from the Pledged Funds as required by this Agreement or the Non-Revolving Credit Note, or (b) have payment priority over the Non-Revolving Credit Note from the Pledged Funds, or (c) limit in any way the obligation of the Town to make deposits of Non-Ad Valorem Revenues into the Sinking Fund as required by Section 5.03 of this Agreement.

(b) After the issuance of the Non-Revolving Credit Note, the Town may only issue or incur Covenant Obligations that are payable from all or a portion of the Non-Ad Valorem Revenues only if the total amount of Non-Ad Valorem Revenues for the most recent Fiscal Year of the Town for which audited financial statements are available (as reflected in such audited financial statements) were at least 1.25 times the aggregate maximum annual debt service on the outstanding principal amount of the Non-Revolving Credit Note, all other Covenant Obligations, if any, then outstanding, plus the proposed Covenant Obligations to be paid from Non-Ad Valorem Revenues.

[End of Article IV]

ARTICLE V

SOURCE OF PAYMENT OF NON-REVOLVING CREDIT NOTE; SPECIAL OBLIGATIONS OF THE TOWN

Section 5.01 Non-Revolving Credit Note Not to be General Obligation or Indebtedness of the Town. The Non-Revolving Credit Note shall not be deemed to constitute a general obligation or a pledge of the faith and credit of the Town, the State or any political subdivision thereof within the meaning of any constitutional, legislative or charter provision or limitation, but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Funds, in the manner and to the extent herein provided. No holder of the Non-Revolving Credit Note shall ever have the right, directly or indirectly, to require or compel the exercise of the ad valorem taxing power of the Town or any other political subdivision of the State or taxation in any form on any real or personal property to pay the Non-Revolving Credit Note or the interest thereon, nor shall any holder be entitled to payment of such principal and interest from any other funds of the Town other than the Pledged Funds, all in the manner and to the extent herein provided. Neither the Loan nor any Advances hereunder evidenced by the Non-Revolving Credit Note shall constitute a lien upon any real or personal property of the Town, or any part thereof, or any other tangible personal property of or in the Town, but shall constitute a lien only on the Pledged Funds, all in the manner and the extent provided herein.

Section 5.02 Pledge to Secure the Non-Revolving Credit Note. The Town does hereby irrevocably pledge the Pledged Funds to the payment of the principal of and interest on the Non-Revolving Credit Note and any other amounts owed by the Town to the Lender under this Agreement. The Town hereby pledges and assigns to the Lender and grants a lien in favor of the Lender on the Pledged Funds for so long as the Non-Revolving Credit Note remains outstanding or any other amounts due to the Lender under this Agreement remain unpaid.

Section 5.03 Covenant to Budget and Appropriate.

(a) The Town hereby covenants and agrees to prepare, approve and appropriate (in accordance with applicable law and budgetary processes) in its Annual Budget for each Fiscal Year, by amendment if necessary, Non-Ad Valorem Revenues of the Town in an amount which is sufficient to pay principal of and interest on the Non-Revolving Credit Note for the applicable Fiscal Year, plus an amount sufficient to satisfy any other payment obligations of the Town hereunder for the applicable Fiscal Year. Amounts so budgeted and appropriated shall be directly deposited to the credit of the Sinking Fund, as provided herein.

(b) Such covenant and agreement on the part of the Town to budget and appropriate sufficient amounts of Non-Ad Valorem Revenues shall be cumulative, and shall continue until such Non-Ad Valorem Revenues in amounts sufficient to make all required payments on the Non-Revolving Credit Note when due, including any delinquent payments, shall have been budgeted, appropriated and actually paid into the Sinking Fund established hereunder; provided, however, that such covenant shall not constitute a lien, either legal or equitable, on any of the Town's Non-Ad Valorem Revenues prior to deposit into the Sinking Fund, nor shall it preclude the Town from pledging in the future any of its Non-Ad Valorem Revenues or other revenues to other obligations, nor shall it give the Lender a prior claim on such Non-Ad Valorem

Revenues, as opposed to claims of general creditors of the Town nor does it require the Town to levy or collect any particular source of Non-Ad Valorem Revenues. Anything in this Agreement to the contrary notwithstanding, all obligations of the Town hereunder shall be secured only by the Pledged Funds.

(c) The Town recognizes the affirmative covenant and obligation to budget (to the extent permitted by and in accordance with applicable law and budgetary processes), appropriate and deposit Non-Ad Valorem Revenues into the Sinking Fund, in amounts sufficient to comply with its obligations under subsection (a) of this Section 5.03. During a Fiscal Year, the Town may not expend moneys not appropriated or in excess of its current budgeted revenues for such Fiscal Year. The covenant and obligation of the Town to budget, appropriate and make payments with respect to the Non-Revolving Credit Note from its Non-Ad Valorem Revenues is subject to the availability of such Non-Ad Valorem Revenues after satisfying funding requirements for obligations having an express lien on or pledge of such revenues and after satisfying funding requirements for essential services of the Town, related to the health, welfare and safety of the inhabitants of the Town, or which are legally mandated by applicable law.

(d) The covenant to budget and appropriate in its Annual Budget for the purposes and in the manner stated in this Section 5.03 shall have the effect of making available in the manner described herein Non-Ad Valorem Revenues and placing on the Town a positive duty to budget and appropriate, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the restrictions of Section 166.241, Florida Statutes, which provides, in part, that the governing body of each municipality make appropriations for each Fiscal Year, which in any one year, shall not exceed the amount to be received from taxation or other revenue sources; and subject further to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Town or which are legally mandated by applicable law.

(e) Notwithstanding the foregoing covenant of the Town, the Town does not covenant to maintain or continue any of the activities of the Town which generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues. The Town acknowledges that its covenant to budget and appropriate Non-Ad Valorem Revenues, in an amount sufficient to provide for the timely payment of the principal of and interest on the Non-Revolving Credit Note and to deposit such Non-Ad Valorem Revenues so appropriated into the Sinking Fund is for the benefit of the Lender as the holder of the Non-Revolving Credit Note.

[End of Article V]

ARTICLE VI

CREATION AND USE OF SINKING FUND AND ACCOUNTS THEREIN; DISPOSITION OF REVENUES

Section 6.01 Creation of Sinking Fund and Accounts Therein. There is hereby established the “Town of Miami Lakes, 2020 Florida Line of Credit Sinking Fund” and within the Sinking Fund there are established separate accounts therein designated as the “Interest Account” and the “Principal Account”.

The Sinking Fund established hereunder and the accounts therein shall constitute trust funds for the purposes herein provided, shall be delivered to and held by the Director of Finance (or an Authorized Depository designated by the Director of Finance), in each case who shall act as trustee of such funds for the purposes hereof, and shall at all times be kept separate and distinct from all other funds of the Town and used only as herein provided. Money held in the Sinking Fund and the accounts therein shall be subject to a lien and charge in favor of the Lender as the holder of the Non-Revolver Credit Note as herein provided.

Section 6.02 Disposition of Non-Ad Valorem Revenues.

(a) Commencing immediately following the first Draw hereunder, and continuing thereafter so long as the Non-Revolver Credit Note shall be outstanding hereunder, the Town shall deposit to the credit of the accounts listed below created within the Sinking Fund at least one (1) Business Day prior to the applicable due dates for the payment of principal of and interest on the Non-Revolver Credit Note, from Non-Ad Valorem Revenues, amounts which, together with funds on deposit therein, will be sufficient to satisfy the deposit requirements described in clauses (1) and (2) below. Non-Ad Valorem Revenues shall be deposited as follows:

(i) First, by deposit into the Interest Account within the Sinking Fund an amount which, together with any other amounts required to be deposited therein pursuant to this Agreement, will equal the interest payable on the Non-Revolver Credit Note on the next semiannual Interest Payment Date; or earlier with respect to any prepayment of the Non-Revolver Credit Note, an amount equal to the sum of the interest accrued to the date of prepayment; and

(ii) Second, by deposit into the Principal Account within the Sinking Fund an amount which, together with any other amounts required to be deposited therein pursuant to this Agreement, will equal the principal then due on the Non-Revolver Credit Note on the next Principal Payment Date in such Fiscal Year, including the Maturity Date; or earlier with respect to any prepayment of the Non-Revolver Credit Note, an amount equal to the sum of the principal amount to be prepaid.

(b) The Town shall not be required to make any further payments into the Sinking Fund, including the accounts therein, when the aggregate amount of funds in the Sinking Fund, including the accounts therein, are at least equal to the aggregate principal amount of the Non-Revolver Credit Note issued pursuant to this Agreement and then outstanding, plus the

amount of interest then due or thereafter to become due on the Non-Revolving Credit Note then outstanding, or if the Non-Revolving Credit Note has otherwise been paid in full.

Section 6.03 Use of Moneys in the Sinking Fund.

(a) Moneys on deposit in the Sinking Fund shall be used solely for the payment of the principal of and interest on the Non-Revolving Credit Note.

(b) The Town shall transfer from the Sinking Fund to the Lender on or prior to each Interest Payment Date and on each Principal Payment Date (including the Maturity Date) and on any prepayment date, by automatic debit, wire transfer or delivery in other immediately available funds, an amount sufficient to pay the principal of and interest on the Non-Revolving Credit Note due and payable on such Interest Payment Date, Principal Payment Date, prepayment date or Maturity Date, as applicable; provided, however, that the Town shall not be charged a fee by the Lender for any such automatic debit, wire transfer or other form of payment.

Section 6.04 Investments. Moneys on deposit to the credit of the Sinking Fund may be invested only in such investments as are permitted by the laws of the State.

[End of Article VI]

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.01 Events of Default. If any of the following events shall occur, each such event shall be an “Event of Default”:

(a) payment of the principal of or interest on the Non-Revolver Credit Note shall not be made within ten (10) Business Days after the same shall become due and payable on any Interest Payment Date, Principal Payment Date (including the Maturity Date) or earlier prepayment date; or

(b) the Town shall default in the due and punctual performance of any other covenants, conditions, agreements and provisions contained in the Non-Revolver Credit Note or in this Agreement or the Resolution on the part of the Town to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Town by the Lender; provided, however, that if, the Town shall proceed to take such curative action which, if begun and prosecuted with due diligence, cannot be completed within a period of thirty (30) days, then such period shall be increased to such extent as shall be necessary to enable the Town to diligently complete such curative action not to exceed an additional ninety (90) days, subject to the Town providing to the Lender a written notice of such increased cure period, together with a description of the curative action being taken and an explanation of the need for the increased cure period; or

(c) any representation or warranty of the Town contained in this Agreement or in any certificate or other closing document executed and delivered by the Town in connection with the closing of the Loan and the issuance of the Non-Revolver Credit Note shall prove to have been untrue in any material respect when executed and delivered and such untrue representation or warranty shall materially adversely affect the Pledged Funds or the Town’s ability to perform its obligations under this Agreement; or

(d) There shall occur the dissolution or liquidation of the Town, or the filing by the Town of a voluntary petition in bankruptcy, or the commission by the Town of any act of bankruptcy, or adjudication of the Town as bankrupt, or assignment by the Town for the benefit of its creditors, or appointment of a receiver, trustee, emergency manager, liquidator or similar official for the Town or any such entity or a court of competent jurisdiction shall assume custody or control of the Town or the whole or any substantial part of its property, or the entry by the Town into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Town in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or the Town admits in writing its inability to pay its debts generally as they become due, or the Town declares a financial emergency, a debt moratorium with respect to the Non-Revolver Credit Note or an extraordinary restriction is imposed on the repayment when due and payable on the principal of and interest on any indebtedness of the Town payable from or secured by the Revenues or the Non-Ad Valorem Revenues.

Section 7.02 Exercise of Remedies.

(a) Upon the occurrence and continuation of an Event of Default described in Section 7.01(a) of this Agreement, the Non-Revolving Credit Note will bear interest at a default rate equal to the interest rate on the Non-Revolving Credit Note plus three percent (3.0%) per annum (the “Default Rate”); provided, however, in no event shall the Default Rate exceed the highest interest rate allowed by law. The Default Rate shall be applied per diem and continue until such time as the defaulted payment has been paid in full, at which time if the interest rate on the Non-Revolving Credit Note had been increased to the Default Rate as a result of the application of this provision, the interest rate shall return to the interest rate in effect immediately prior to such Event of Default. Upon the occurrence and during the continuance of any Event of Default under Section 7.01 hereof, the Lender may proceed to protect and enforce its rights under the laws of the State or under this Agreement by such suits, actions or special proceedings (including mandamus) in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Lender shall deem most effective to protect and enforce such rights.

(b) In the enforcement of any remedy under this Agreement, to the extent permitted by law, the Lender shall be entitled to sue for, enforce payment of and receive any and all amounts then due from the Town for principal, interest or otherwise under any of the provisions of this Agreement or of the Non-Revolving Credit Note then unpaid, with interest on overdue payments of principal at the rate or rates of interest specified in the Non-Revolving Credit Note and herein, together with any and all costs and expenses of collection, including, without limitation, applicable attorney’s fees and expenses, and of all proceedings hereunder and under the Non-Revolving Credit Note, without prejudice, to any other right or remedy of the Lender, and to recover and enforce any judgment or decree against the Town, but solely as provided herein and in the Non-Revolving Credit Note, for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect (but solely from the Non-Ad Valorem Revenues) in any manner provided by law, the moneys adjudged or decreed to be payable.

(c) Upon the occurrence of any Event of Default the Lender may, by written notice to the Town, immediately terminate (i) the Commitment and (ii) the obligation of the Lender to advance funds for any Advance hereunder, and, thereafter, the Lender shall be under no obligation to advance funds for any Advance hereunder; provided that upon the occurrence of an Event of Default under Section 7.01(d) hereof, such termination shall automatically occur (unless such automatic termination is waived by the Lender in writing).

Section 7.03 Remedies not Exclusive. No remedy herein conferred upon or reserved to the Lender is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

Section 7.04 Waivers, Etc. No delay or omission of the Lender to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be

a waiver of any such default or any acquiescence therein; and every power and remedy given by this Agreement to the Lender may be exercised from time to time and as often as may be deemed expedient.

The Lender may waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any other remedy under this Agreement, but no such waiver shall be effective unless in writing from a duly authorized officer of the Lender and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

[End of Article VII]

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Notices. Except as otherwise provided herein, all notices, requests and other communications to any party hereunder shall be in writing (including bank wire, electronic transmission, or similar writing) and shall be given to such party at its address or email addresses set forth below in this Section. Each such notice, request or other communication shall be effective (i) if given by electronic transmission, when such electronic transmission is transmitted to the email address specified in this Section and a confirmation of receipt is received by the sender, (ii) if given by U.S. mail, three (3) days after such communication is deposited in the U.S. mail, with first class postage prepaid, addressed as aforesaid, or (iii) if given by any other means, when actually delivered at the address specified in this Section; provided that notices to the Lender under Article II hereof shall be given as described in Article II and shall not be effective until received.

Town: Town of Miami Lakes, Florida
6601 Main Street
Miami Lakes, Florida 33014
Attention: Edward Pidermann, Town Manager
Telephone: (305) 364-6100 Ext. 1304
Email: pidermanne@miamilakes-fl.gov

with copies to:

Ismael Diaz, Director of Finance
Telephone: (305) 364-6100 Ext. 1128
Email: diazi@miamilakes-fl.gov

and

Raul Gastesi, Town Attorney
Telephone: (305) 818-9993
Email: rgastesi@gastesi.com

Lender: BankUnited, N.A.
7765 NW 148th Street
Miami Lakes, Florida 33016
Attention: Percy R. Aguila, Jr.
Telephone: (305) 818-8661
Email: paguila@bankunited.com

Section 8.02 No Waivers. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity. Any waiver of any provision of this Agreement, and any consent to any departure by either party from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which given. No

notice to or demand on either party in any case shall entitle the party receiving such notice to any other or further notice or demand in similar or other circumstances.

Section 8.03 Amendments or Modifications. Any provision of this Agreement or the Non-Revolving Credit Note may be amended or modified if, but only if, such amendment or modification is in writing and is signed by the Town and the Lender.

Section 8.04 Benefit of Agreement; Limitations on Transfer, Sale or Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; provided that the Town may not assign or transfer any of its interests without prior written consent of the Lender.

(b) Prior to the Draw Period Termination Date, the rights and obligations of the Lender hereunder and under the Non-Revolving Credit Note may not be transferred, sold or assigned by the Lender. After the Draw Period Termination Date, the rights and obligations of the Lender hereunder and under the Non-Revolving Credit Note may be transferred, sold or assigned in whole (but not in part) to another Person that is an “accredited investor” or “qualified institutional buyer” (as that term is defined in the regulations promulgated under the Securities Act of 1933, as amended), without the prior written consent of the Town; provided that the Lender shall give at least ten (10) business days notice to the Town prior to any such transfer, sale or assignment. The Town shall maintain a register of assigns of this Agreement and the Non-Revolving Credit Note.

(c) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR THE NON-REVOLVING CREDIT NOTE TO THE CONTRARY, NO TRANSFER, SALE OR ASSIGNMENT OF THE NON-REVOLVING CREDIT NOTE AND THE LOAN SHALL BE EFFECTIVE UNLESS (i) SUCH TRANSFER, SALE OR ASSIGNMENT IS TO AN ACCREDITED INVESTOR OR A QUALIFIED INSTITUTIONAL BUYER AND CAN BE MADE WITHOUT VIOLATING ANY FEDERAL OR STATE SECURITIES LAWS AND (ii) THE IDENTITY OF ANY TRANSFEREE, PURCHASER, OR ASSIGNEE, AS AN ACCREDITED INVESTOR OR A QUALIFIED INSTITUTIONAL BUYER SHALL BE PROVIDED IN WRITING TO THE TOWN. THE LOAN, AS EVIDENCED BY THE NON-REVOLVING CREDIT NOTE, HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. ANY TRANSFER, SALE OR ASSIGNMENT OF THE LOAN, AS EVIDENCED BY THE NON-REVOLVING CREDIT NOTE, SHALL BE IN EACH CASE ONLY IN A MANNER THAT DOES NOT VIOLATE THE SECURITIES ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER, OR ANY APPLICABLE STATE SECURITIES LAWS.

(d) Notwithstanding anything in this Section 8.04 to the contrary, any transfer, sale or assignment of the Non-Revolving Credit Note to any successor entity pursuant to a bulk transfer, sale or assignment of all debt instruments held by the Lender to such successor entity as a result of the merger, sale, acquisition, purchase or other combination of the Lender shall be permitted.

Section 8.05 Severability. Any provision of this Agreement that is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction. The parties shall endeavor, in good faith negotiations, to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 8.06 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 8.07 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when the Lender shall have received counterparts hereof signed by all of the parties hereto. Complete sets of counterparts shall be lodged with the Town and the Lender.

Section 8.08 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to conflict of law principles. In the case of any proceeding arising out of or related to the Non-Revolving Credit Note or this Agreement, the parties hereto consent to the jurisdiction of any venue in any state or federal court located in Miami-Dade County, Florida.

Section 8.09 Survival of Agreement. All covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the issuance of the Non-Revolving Credit Note and shall continue in full force and effect so long as any obligations of the Town hereunder are outstanding and unpaid and so long as the Lender has any liability hereunder.

Section 8.10 No Third Party Beneficiary Rights or Benefits. This Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to the Agreement and their respective successors and assigns.

Section 8.11 Waiver of Jury Trial. To the extent permitted by applicable law, each of the Town by execution hereof and the Lender by acceptance hereof, knowingly, voluntarily and intentionally waives any right each may have to a trial by jury in respect of any litigation based on, or arising out of, under or in connection with this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party with respect hereto. This provision is a material inducement to the Lender to enter into and accept this Agreement.

Section 8.12 USA Patriot Act. The Lender hereby notifies the Town that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107 56 (signed into law October 26, 2001)) (the "Patriot Act"), it is required to obtain, verify and record information that identifies the Town, which information includes the name and address of the Town and other information that will allow the Lender to identify the Town in accordance with the Patriot Act, and the Town hereby

agrees to take any reasonable action necessary to enable the Lender to comply with the requirements of the Patriot Act.

Section 8.13 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof), the Town acknowledges and agrees, that: (i) each of the Town and the Lender has consulted its own legal, accounting, regulatory, financial and tax advisors to the extent it has deemed appropriate, and (ii) each of the Town and the Lender is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby.

Section 8.14 No Personal Liability. Notwithstanding anything to the contrary contained herein or in the Non-Revolving Credit Note, or in any other instrument or document executed by or on behalf of the Town in connection herewith, no stipulation, covenant, agreement or obligation contained herein or therein shall be deemed or construed to be a stipulation, covenant, agreement or obligation of any present or future, member, commissioner, officer, employee or agent of the Town, or of any incorporator, member, commissioner, director, trustee, officer, employee or agent of any successor to the Town, in any such person's individual capacity. No such person, in his or her individual capacity shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the Non-Revolving Credit Note or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the Town or any successor to the Town, under the rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise. All such liability of any such person, in his or her individual capacity is hereby expressly waived and released.

Section 8.15 Incorporation by Reference. To the extent not inconsistent with the provisions of this Agreement, the terms and provisions of the Town's Request for Proposals dated January 3, 2020 are hereby incorporated herein and made a part hereof.

Section 8.16 Further Assurances. The Town will, at any and all times, pass, make, do, execute, acknowledge and deliver all and every such further resolutions, acts, assignments, recordings, filings, transfers and assurances as may be reasonably necessary for the better assuring, conveying, granting, assigning and confirming all and singular the rights of the Lender in the Pledged Funds assigned pursuant to this Agreement to the payment of the Loan and the other obligations of the Town hereunder.

[End of Article VIII]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

TOWN OF MIAMI LAKES, FLORIDA

(SEAL)

Attested to:

By: _____
Mayor

By: _____
Town Clerk

[Lender's signatures appear on following page]

BANKUNITED, N.A.

By: _____
Senior Vice President

Attested to:

By: _____
Vice President

[Lender's Signature page to Line of Credit Agreement]

EXHIBIT A
FORM OF NOTICE OF ADVANCE
NOTICE OF ADVANCE

[DATE]

BankUnited, N.A.
7765 NW 148th Street
Miami Lakes, Florida 33016
Attention: [PLEASE PROVIDE]
Telephone: [PLEASE PROVIDE]
Facsimile: [PLEASE PROVIDE]

Gentlemen:

The undersigned, the Town of Miami Lakes, Florida, refers to the Line of Credit Agreement dated as of March [12], 2020 (the "Agreement") by and between the undersigned and BankUnited, N.A. (the "Lender"), and hereby requests pursuant to Section 2.01 of the Agreement that the Lender make an Advance to the undersigned under the Agreement, and in that connection sets forth below the information relating to such Advance (the "Proposed Advance") as required by Section 2.02 of the Agreement:

(i) The Draw Period Termination Date has not occurred and will not occur prior to the funding date specified in (ii) below;

(ii) The requested date and time of the Proposed Advance is _____, _____ at _____;

(iii) The amount of the Proposed Advance is _____;

(iv) The proceeds of the Proposed Advance are to be applied to pay _____.*

(v) The proceeds of the Proposed Advance should be transferred to the Town's account at:

[Include wire instructions];

(vi) The name and the Town telephone number (not cellular or mobile) of the Authorized Officer who the Lender can call at the Town to confirm the Notice of Advance are: _____; and

* Provide a brief description of the nature of the Project costs to be paid with the proceeds of the Advance being requested

(vii) The proceeds of the Proposed Advance shall be used solely for the purposes of funding the Project (as defined in the Agreement) and briefly described in clause (iv) above.

Each Notice of Advance shall be accompanied by a certified copy of the resolution of the Town Council approving the amount to be drawn pursuant to such Notice of Advance; it being understood that such resolution of the Town Council needs to approve only the amount to be drawn and not the specific Notice of Advance itself.

The Town hereby represents that all conditions in Sections 2.01 and 3.02 of the Agreement have been satisfied.

Very truly yours,

TOWN OF MIAMI LAKES, FLORIDA

By: _____
Name: _____
Authorized Officer

By: _____
Name: _____
Authorized Officer

EXHIBIT B

FORM OF NON-REVOLVING CREDIT NOTE

TOWN OF MIAMI LAKES, FLORIDA NON-REVOLVING CREDIT NOTE (2020 LINE OF CREDIT)

March [12], 2020

**Not to Exceed \$15,000,000
in Aggregate Principal Amount**

Maturity Date: December 1, 2029

For value received, THE TOWN OF MIAMI LAKES, FLORIDA (the “Town”), a municipal corporation duly, organized and existing under the laws of the State of Florida, promises to pay, solely from the Pledged Funds hereafter referred to, to the order of BANKUNITED, N.A. (the “Lender”) at the office of the Lender specified in the Credit Agreement (as hereinafter defined), the aggregate unpaid principal amount of all Advances made by the Lender to the Town pursuant to the Credit Agreement not to exceed \$15,000,000 aggregate principal amount and all other amounts payable to the Lender pursuant to the Credit Agreement, in lawful money of the United States of America in federal or other immediately available funds, and to pay, solely from the Pledged Funds hereinafter referred to, interest on the unpaid principal amount hereof for each day from the date of the first Draw until this Non-Revolving Credit Note is paid in full in like money and funds at such office and on such dates as are specified in such Credit Agreement and at the interest rates specified therein. Such Advances, all other amounts payable to the Lender pursuant to the Credit Agreement and the interest thereon shall be payable in the amounts, at the rates and on the dates specified in the Credit Agreement.

Presentation, demand, protest and notice of dishonor are hereby waived by the undersigned.

This Non-Revolving Credit Note is subject to the terms of the Line of Credit Agreement dated as of March [12], 2020, as may be amended from time to time, by and between the Town and the Lender (the “Credit Agreement”). All terms used herein and not defined shall have the same meaning as in the Credit Agreement. Reference is made to the Credit Agreement for provisions for the prepayment hereof, which prepayment can be made without premium or penalty as provided in the Credit Agreement. If the holder enforces this Non-Revolving Credit Note upon default, the maker shall reimburse the holder for all reasonable costs and expenses incurred by the holder in collection, including reasonable attorneys’ fees and expenses. This Non-Revolving Credit Note shall be construed under and governed by the laws of the State of Florida.

Upon the failure of the Town to pay the principal of or interest on this Non-Revolving Credit Note within five (5) Business Days after the same shall become due and payable either at maturity or otherwise this Non-Revolving Credit Note will bear interest at a default rate equal to the interest rate on this Non-Revolving Credit Note plus 3% per annum (the “Default Rate”)

provided, however, in no event shall the Default Rate exceed the highest interest rate allowed by law. The Default Rate shall be applied per diem and continue until such time as the defaulted payment has been paid in full, at which time if the interest rate on this Non-Revolving Credit Note had been increased to the Default Rate as a result of this provision, the interest rate shall be calculated in the same manner as the interest rate in effect immediately prior to such Event of Default.

This Non-Revolving Credit Note, including the interest hereon, is payable solely from and secured by a lien upon the Pledged Funds as set forth in the Credit Agreement and the Resolution; and this Non-Revolving Credit Note shall not be deemed to constitute an obligation of the State of Florida, or any political subdivision thereof, and neither the State nor any of its political subdivisions, other than the Town, shall be liable hereon. Reference is made to the Credit Agreement and such Resolution for the provisions relating to the source of security for this Non-Revolving Credit Note and the duties and obligations of the Town.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed precedent to and in the incurring of the indebtedness evidenced by this Non-Revolving Credit Note and in the issuance of this Non-Revolving Credit Note exist, have happened, and have been performed in due time, form and manner as required by the Constitution and laws of the State of Florida, including the Act.

IN WITNESS WHEREOF, the Town of Miami Lakes, Florida has caused this Non-Revolving Credit Note to be signed by its Mayor, either manually or with his facsimile signature, and the seal of the Town of Miami Lakes Florida or a facsimile thereof to be affixed hereto or imprinted or reproduced hereon, and attested by the Town Clerk either manually or with her facsimile signature.

TOWN OF MIAMI LAKES, FLORIDA

[SEAL]

Attest:

By: _____
Mayor

By: _____
Town Clerk

ADVANCES OF LOAN AND PAYMENTS OF PRINCIPAL*

Date	Amount of Advance	Amount of Principal Repaid	Unpaid Principal Balance	Notation Made By
-------------	------------------------------	---	---	-----------------------------

*Pursuant to Section 2.05(b) of the Credit Agreement, an amortization schedule shall be prepared within ten (10) Business Days after the Draw Period Termination Date in conformity with the requirements specified in said Section 2.05(b).

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EXHIBIT C

PRINCIPAL AMORTIZATION SCHEDULE

<u>Principal Payment Date</u>	<u>Amortization Requirements</u>
12/01/2023	\$
06/01/2024	
12/01/2024	
06/01/2025	
12/01/2025	
06/01/2026	
12/01/2026	
06/01/2027	
12/01/2027	
06/01/2028	
12/01/2028	
06/01/2029	
12/01/2029	

*To be completed within twenty (20) Business Days after the Draw Period Termination Date.

EXHIBIT D

FORM OF REQUEST FOR EXTENSION

REQUEST FOR EXTENSION

BankUnited, N.A.
7765 NW 148th Street
Miami Lakes, Florida 33016
Attention: [PLEASE PROVIDE]
Telephone: [PLEASE PROVIDE]
Facsimile: [PLEASE PROVIDE]

Ladies and Gentlemen:

Reference is hereby made to that certain Line of Credit Agreement, dated as of March [12], 2020 (the "Agreement"), between the Town of Miami Lakes, Florida (the "Town") and BankUnited, N.A. (the "Lender"). All capitalized terms contained herein which are not specifically defined shall be deemed to have the meanings set forth in the Agreement. The Town hereby requests, pursuant to Section 2.08 of the Agreement, that the Draw Period Termination Date be extended by [IDENTIFY APPROPRIATE PERIOD]. The Town hereby represents and warrants that:

- (a) other than as set forth in 1. below, no Event of Default has occurred and is continuing;
- (b) all representations and warranties of the Town under the Agreement are true and correct and are deemed to be made on the date hereof; and
- (c) the full amount of the Commitment has not been drawn by the Town as of the date hereof, and the Town does not expect to draw the full amount of the Commitment prior to the originally stated Draw Period Termination Date.

We have enclosed along with this request the following information:

- 1. The nature of any and all Events of Default; and
- 2. Any other pertinent information previously requested by the Lender.

The Lender is requested to notify the Town of its decision with respect to this request for extension within forty-five (45) days of the date of receipt hereof. If the Lender fails to notify the Town of its decision within such forty-five (45) day period, the Lender shall be deemed to have rejected such request.

Very truly yours,

TOWN OF MIAMI LAKES, FLORIDA

By: _____
Name: _____
Authorized Officer



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers

From: Edward Pidermann, Town Manager

Subject: Authorization to Execute a Contract for State Lobbying Services RFP No. 2020-09

Date: March 9, 2020

Recommendation:

It is recommended that the Town Council authorize the Town Manager to negotiate and execute contract(s) with The Southern Group ("Southern Group"), the highest ranked proposer and with Sun City Strategies ("Sun City"), for State Lobbying Services in an amount not to exceed \$2,000 per month (\$24,000 per year) each or \$48,000 per year. The contract(s) will be for a three (3) year period with two (2) one-year options to renew. In this fiscal year, funds are budgeted for these services from the Town Administration budget.

Background:

The Town of Miami Lakes ("Town") is concerned about the introduction and passage of state legislation that may impact the Town. The Town must be aware of legislation that will benefit the Town and be proactive in supporting such legislation and obtaining its benefits. Conversely, the Town is concerned about the introduction and passage of potentially harmful legislation that could affect its liability to exert local control, while protecting its local budget and mitigating the impacts of unfunded mandates.

The Town issued Request for Proposal ("RFP") 2020-09 for State Lobbying Services on December 5, 2019. The RFP was advertised in the Miami Daily Business Review, posted to DemandStar, Public Purchase, and posted in the Government Center Lobby.

To qualify for award, prospective Proposers were required to:

1. Have at least five (5) years of direct experience providing State representation on issues and objectives common to municipal clients similar in governance to the Town of Miami Lakes or have served as a State Representative;
2. Provide at least three (3) client references demonstrating the successful completion of at least three (3) lobbying services contracts with the last three (3) years, including at least one (1) client represented within Miami-Dade County and Broward County; and
3. Have no professional and/or ethical conflict with the Town's interest.

4. Have no outstanding open or liquidated claim by the Town against the Proposer for monies owed to the Town at the time of Proposal submission.

On the date of the proposal deadline, December 27, 2019, we received three (3) proposals from the following Proposers:

1. Becker & Poliakoff, P.A. (“Becker”)
2. Sun City Strategies (“Sun City”)
3. The Southern Group (“Southern Group”)

An Evaluation Committee was appointed, comprised of the following members:

1. Ismael Diaz, Chief Financial Officer, Town of Miami Lakes
2. Renee Wilson, Grants Administrator, Town of Miami Lakes
3. Omar Santos Baez, Public Works Engineer, Town of Miami Lakes
4. Tony Lopez, Deputy Town Manager, Town of Miami Lakes

Procurement performed a due diligence review of the proposals for responsiveness and found that review of each proposal did not reveal any material defects in the proposal, nor in the Proposers’ qualifications. Each Proposer has been in business for more than five (5) years, provided at least three (3) client references demonstrating the successful completion of at least three (3) lobbying services, and have no professional and/or ethical conflict with the Town’s interest. Procurement did not find any issues that would indicate any Proposer was incapable of performing the Services.

The Evaluation Committee was provided the responsive proposals and met January 28, 2020 to evaluate and rank the proposals. The Evaluation Committee did not feel comfortable ranking the proposals as some references had not been verified and decided to reconvene at a later date. All proposers except one, Sun City Strategies, submitted the required (3) verified references. Sun City Strategies submitted (1) verified reference in writing and (1) reference provided feedback via telephone which was shared with the Committee. The Committee met once more on February 10, 2020 to rank the proposals.

At the conclusion of this meeting, the Evaluation Committee moved to establish the following ranking:

1. The Southern Group (“Southern Group”) – 392 pts
2. Becker & Poliakoff, P.A. (“Becker”) – 300.68 pts
3. Sun City Strategies (“Sun City”) – 297.32 pts

The Southern Group f/k/a Southern Strategy Group, Inc. has been the Town’s state lobbyist since 2014. The Southern Group has employed the services of Sun City as a sub-contractor since 2014. During that time, both firms have aided the Town in securing approx. \$4 million of State funding for canal stabilization and drainage projects.

Southern Group has been in business for 20 years with over 40 lobbyists. Southern Group has proposed Nelson Diaz and Kate DeLoach to lead the effort to secure appropriations for the Town. Mr. Diaz has more than 15 years of experience lobbying on behalf of municipalities and Ms. DeLoach served for 6 years as a Legislative Aide in the Florida House of Representatives before joining The Southern Group.

Sun City is a business and consulting company established 2013 and is located in Miami-Dade County. For this proposal, Sun City proposes Eduardo “Eddy” Gonzalez and William McRea will be the key staff. Eddy Gonzalez served on the City of Hialeah’s water & sewer board from 1998-1999. In 1999, he was appointed as Councilmember of the Hialeah Council. He served until 2006, when he was elected to the Florida House of Representatives. He in the House until 2014. Will McRea served as Deputy City Clerk, for the City of Hialeah Gardens and later served as a legislative assistant in both the Florida House and Senate. Will McRea later attended law school, and is a Florida Bar licensed attorney.

The Town of Miami Lakes has an outstanding claim for recovery of damages, including attorney’s fees & costs, against Becker as a result of misconduct by one or more of its lobbyists which resulted in extensive litigation with

former mayor, Michael Pizzi, Jr., which is still on-going. For these reasons and as stated in C12, paragraph 4, of the RFP and #4 at the top of page 2 above, I find that the Becker proposal is non-responsive and cannot be considered.

Based on the Evaluation Committee's established ranking and in the best interest of the Town, it is recommended that the Town Council authorize the Town Manager to negotiate and execute a contract(s) with The Southern Group and Sun City in an amount not to exceed \$2,000 per month (\$24,000 per year) each or \$48,000 per year.

RESOLUTION NO. 20-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR RFP 2020-09, STATE LOBBYING SERVICES TO THE SOUTHERN GROUP AND, SUN CITY STRATEGIES, IN AN AMOUNT NOT TO EXCEED FORTY EIGHT THOUSAND DOLLARS PER YEAR IN SUBSEQUENT TERMS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (PIDERMANN)

WHEREAS, the Town of Miami Lakes (the “Town”) requires State Lobbying Services to stay aware of legislation that will benefit the Town and be proactive in supporting legislation that may impact the town and obtaining its benefits; and

WHEREAS, Section 5(b) of the Town’s Procurement Ordinance 17-203 provides that procurements in excess of \$15,000 shall require the use of competitive sealed bidding; and

WHEREAS, in accordance with Section 5 of Town Ordinance 17-203, the Town issued a Request for Proposals (“RFP”) No. 2020-09 on December 5, 2019, for State Lobbying Services; and

WHEREAS, the RFP was advertised online via two public bidding websites, DemandStar and Public Purchase, and was physically posted in the Government Center Lobby; and

WHEREAS, the Town received three (3) proposals by the proposal deadline from Becker & Poliakoff, P.A. (“Becker”), Sun City Strategies (“Sun City”), and The Southern Group (“Southern Group”); and

WHEREAS, the Town’s Procurement Department performed a due diligence review of the proposals for responsiveness and found that all three (3) of the proposals were responsive; and

WHEREAS, an Evaluation Committee was appointed comprised of the following individuals: Ismael Diaz, Renee Wilson, Omar Santos; and Tony Lopez; and

WHEREAS, the Committee met on January 28, 2020 to evaluate the responsive proposals, but were not comfortable ranking the Proposals as some references had not been verified; consequently, the evaluation committee suspended their meeting, conducted additional due diligence, and reconvened on February 10, 2020; and

WHEREAS, the Committee ranked the proposers in the following order: Southern Group with a total of 392 Points, Becker with a total of 300.68 Points, and Sun City with a total of 297 points; and

WHEREAS, in order to receive the award, the Proposer must not have an outstanding or open, or liquidated claim by the Town against the Proposer for monies owed to the Town at the time of the Proposal submission; and

WHEREAS, the Town has an outstanding claim for recovery of damages, including attorney’s fees and costs, against Becker as a result of misconduct by one or more lobbyist which resulted in extensive litigation with former mayor, Michael Pizzi, Jr., which continues; and

WHEREAS, since 2014, Southern Group, and Sun City as a sub-contractor for Southern Group have provided valuable lobbying services to the Town; and

WHEREAS, the Town Council approves the recommendations of the Town Manager, and authorizes the Town Manager to execute a contract with The Southern Group, and/ negotiate and execute a separate agreement with Sun City Strategies for State Lobbying Services in an amount not to exceed \$24,000 per agreement, \$48,000 in the aggregate, per year .

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. **Approval of the Contract.** The Town Council hereby approves the award of a contract to The Southern Group, and grants the Town Manager with authority to negotiate and enter into an agreement with Sun City Strategies, in substantially the form attached hereto as Exhibit “A” for State Lobbying Services in an amount not to exceed \$48,000 per year (up to \$24,000 per contract) (hereinafter referred to as “Contract(s)”).

Section 3. **Authorization of Town Officials.** The Town Manager, his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract(s).

Section 4. **Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the Contract(s).

Section 5. **Execution of the Contract.** The Town Manager is authorized to execute the Contract(s) with The Southern Group and Sun City Strategies in an amount not to exceed \$48,000 per year (up to \$24,000 per contract) and to execute any extension and/or amendments to the Contract(s), subject to approval as to form and legality by the Town Attorney.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon adoption.

HIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2020.

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

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi, Lopez and Mestre, PLLC
TOWN ATTORNEY

EXHIBIT A

Agreement
between the
Town of Miami Lakes
and

for
State Lobbying Services, RFP 2020-09

Professional Services Agreement for State Lobbying Services

2020-09



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Nelson Rodriguez
Councilmember Jeffrey Rodriguez
Councilmember Marilyn Ruano
Councilmember Josh Dieguez
Councilmember Luis Collazo
Councilmember Carlos Alvarez**

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

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THIS AGREEMENT made this ____ day of _____ in the year **2020** ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and _____, hereinafter called the "Consultant," having a principal office at _____.

RECITALS

WHEREAS the Town has requested the Consultant to provide State Lobbying Services ("Services").

WHEREAS, the Consultant has the necessary expertise to provide the requested Services and has agreed to provide said Services.

WITNESSETH, that the Town and the Consultant, for the considerations herein set forth, agree as follows:

SECTION A. GENERAL TERMS & CONDITIONS

A1. Definitions

- a. **Agreement*** means this instrument, as may be amended from time to time, all change orders, directives, payments and other such documents issued under or in connection with this instrument.
- b. **Additional Services*** means any Services defined as such in this Agreement, secured in compliance with Florida Statutes and Town Code.
- c. **Attachments*** means the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.
- d. **Basic Services*** means those services designated as such in the Agreement.
- e. **Change Order*** means a written document ordering a change in the Agreement price or time, or a material change in the Services to be rendered.
- f. **Consultant*** means the person, firm, entity, or corporation, which has entered into the Agreement to provide Services to the Town.
- g. **Cure*** means remedial action taken by the Consultant to correct Service, performance, deliverables, or other contractual requirements that are not in compliance with the Agreement.
- h. **Cure Period*** means the period of time in which the Consultant is required to remedy deficiencies in the Services or compliance with the Agreement after receipt of a Notice to Cure from the Town identifying such deficiencies.
- i. **Days*** means calendar days unless specifically stated otherwise.
- j. **Errors*** means Services or work product prepared by the Consultant that are not correct or are incomplete, which results in the need for revision or re-issuance of the Services performed or developed based on the Services provided for under this Agreement.
- k. **Fee*** means the amount of compensation mutually agreed upon for the completion of Basic Services as determined in accordance with Article A.2.c.i. Fee Amount.
- l. **Project Manager*** means the Town's designee who will manage and monitor the Services to be performed under this Agreement.

- m. **Scope of Service(s)/Work*** means the activities, tasks, objectives, deliverables, and completion of work provided for under this Agreement.
- n. **Services or Work*** mean all necessary and inferable labor, material, equipment, and services, whether or not specifically stated, required by the Agreement to provide the Scope of Service(s)/Work.
- o. **Team*** means more than one firm who entered into a Teaming Agreement, as defined in the RFP who were awarded the Agreement and who serve as the Subconsultant.
- p. **Town Council*** means the legislative body of the Town of Miami Lakes.
- q. **Town Manager*** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- r. **Town or Owner*** means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town's performance is pursuant to Town's position as the owner of a Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances will be deemed to have occurred pursuant to Town's authority as a governmental body and will not be attributable in any manner to Town, as the owner, as a party to this Agreement. For purposes of this Agreement, "Town" without modification means the Town Manager.
- s. **Work Order*** means a document approved and issued by the Town authorizing the performance of Additional Services to be provided by the Consultant.
- t. **Work Order Proposal*** means a document prepared by the Consultant, at the request of the Town for Services to be provided by the Consultant.

A2. General

A2.01. Authority of the Town's Program Manager

The Town Manager hereby authorizes the Program Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to the providing of the Programs in accordance with the Agreement. The Program Manager shall have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town.

All interpretations and recommendations of the Program Manager shall be consistent with the intent of the Agreement. All interpretations of the Agreement shall be issued by the Town's Procurement Manager, which shall be binding upon the Consultant.

A2.02. Standard of Care

Consultant is solely responsible for the technical accuracy and quality of its Services. Consultant must perform due diligence, in accordance with best industry practices, performing the Services under this Agreement. Consultant will be responsible for the professional quality, technical accuracy and coordination of all reports, and other documents furnished by the Consultant under this Agreement. Consultant must, without additional compensation, correct or revise any errors, omissions, or deficiencies in its reports, documents, or other Services.

A2.03. Subconsultants

Consultant is not permitted to subcontract any of the Services under this Contract without the prior written consent of the Town Manager or designee.

In the event subcontracting is permitted, Consultant is solely responsible for all acts and omissions of its Subconsultants. Nothing in the Contract Documents creates any contractual relationship between any Subconsultant and the Town. Consultant is responsible for the timely payment of its Subconsultants and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Consultant in default of the Contract.

Consultant must not employ any Subconsultant against whom Town may have a reasonable objection.

Consultant must utilize the Subconsultants identified in its Proposal submission. The replacement, addition, or deletion of any Subconsultant(s) will be subject to the prior written approval of the Town Manager or designee.

A2.03-1. Changes to Subconsultants

The Consultant shall not add, modify, or change any Subconsultant listed in Schedule 1 without prior written approval by the Town Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution.

A2.04. Team (If Applicable)

A Team, as defined in Section A1(o) is a firm that was identified as part of the consulting Team in the competitive selection process by which Consultant was chosen to perform the services under this Agreement, and as such, is identified and listed in Section D.

All Services provided by the Team shall be performed pursuant to the Teaming Agreement, which was submitted with the RFP, which is by reference, incorporated into and made a part of this Agreement.

A2.05. Taxes

Consultant shall pay all applicable sales, consumer, use and other taxes required by law. Consultant is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

A2.06. Change Orders

The Town reserves the right to order changes which may result in additions to or reductions in the Agreement and which are within the general scope of the Agreement and all such changes shall be authorized only by a Change Order approved in advance and issued in accordance with provisions of the Town and the Agreement.

Any changes to the Agreement must be contained in a written document, executed by the both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

A2.07. Work Orders

When the Town Manager has determined to utilize Consultant for additional services or for services in connection with a specific project, the Town Manager will request in writing, a Work

Order Proposal from the Consultant based on the proposed Scope of Services provided to the Consultant in writing by the Town Manager. The Consultant, the Town Manager, and others if appropriate, may have preliminary meetings, if warranted, to further define the Scope of Services and to resolve any questions. The Consultant will then prepare a Work Order Proposal following the format provided by or acceptable to the Town, indicating the proposed Scope of Services, total time for performance, time for performance of each task, phase or deliverable, staffing including proposed hours per individual and/or classification, proposed fees, Subconsultants, and deliverable items and/or documents. The Town, at its sole discretion may provide the Consultant with a standardized Work Order Proposal Form to be used for all requests.

The Town Manager may accept the Work Order Proposal as submitted, reject the Work Order Proposal, or negotiate revisions to the Work Order Proposal. Upon successful conclusion of negotiations, the Consultant may be required to submit a revised final Work Order Proposal. If negotiations cannot be successfully completed, the Town Manager may terminate negotiations and may request a Work Order Proposal from another consultant under contract with the Town or secure such services through other means available to the Town. Upon approval of the Work Order Proposal the Town Manager will issue a written Work Order assigning the Project to the Consultant.

It is understood that a Work Order or Notice to Proceed may be issued under this Agreement at the sole discretion of the Town Manager and that the Consultant has no expectation, entitlement, right to or privilege to receive a Work Order and/or Notice to Proceed for any additional service or project. The Town reserves, at all times, the right to perform any or all Professional Services in-house, or with other private professional firms or to discontinue or withdraw any or all projects or tasks or to exercise any other choice allowed by law.

This Agreement does not confer on the Consultant any particular, exclusive or special rights to any additional service required by the Town. Outside of this Agreement, the Consultant may submit proposals and/or qualifications for any professional services, which the Consultant is qualified to perform, in response to any public solicitation issued by Town.

A2.08. Deletion or Modification of Services

The Town may during the term of the Agreement make modifications to the Services being provided. If the Consultant and the Town agree on modifications or revisions to any Services such changes shall be made through the execution of a change order executed by both parties.

A2.09. Nondiscrimination, Equal Employment Opportunity, and Americans With Disabilities Act

Consultant shall not unlawfully discriminate against any person, shall provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Agreement. Consultant shall comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

A2.10. Independent Consultant

The Consultant is engaged as an independent business and agrees to perform Work as an independent Consultant. In accordance with the status of an independent Consultant, the Consultant covenants and agrees that the Consultant will conduct business in a manner consistent with that status, that the Consultant will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited

to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

A2.11. Defense of Claims

Should any claim be made, or any legal action brought in any way relating to the Work under the Agreement, the Consultant shall diligently render to the Town any and all assistance which the Town may require of the Consultant.

A2.12. Contract Extension

The Town reserves the right to extend the contract past the then-current term, including any exercised options to renew, for a period of up to ninety (90) days while the Town prepares a new contract for solicitation. Additional extensions beyond the initial 90 days may occur as needed by the Town and as mutually agreed upon by the Town and the Consultant until the Town is able to award a new contract. In such event, the Town will notify the Consultant in writing of such extensions.

A2.13. Invoicing

Consultant shall provide the Town with an invoice once per month for the Work performed in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Consultant
- Purchase Order number
- Contract number
- Date of invoice
- Invoice number (Invoice numbers cannot be repeated)
- Name and Type of Services,
- List of participants.
- Timeframe covered by the invoice
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

A3. Performance

A3.01. Performance and Delegation

The Services to be performed hereunder must be performed by the Consultant or Consultant's own staff, unless otherwise provided in this Agreement, or approved, in writing by the Town Manager. Said approval will not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any Subconsultant.

A3.02. Removal of Unsatisfactory Personnel

The Project Manager or Town Manager may make written request to Consultant for the prompt removal and replacement of any personnel employed or retained by the Consultant to provide and perform Services pursuant to the requirements of this Agreement. The Consultant must respond to the Town within seven (7) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. All decisions involving personnel will be made by the Town. Such request will solely relate to said employees working under this Agreement and not as employees of the Consultant or Subconsultant.

A3.03. Consultant Key Staff

The parties acknowledge that Consultant was selected by the Town, in part, on the basis of qualifications of particular staff identified in Consultant's response to Town's solicitation, hereinafter referred to as "Key Staff". Consultant must ensure that Key Staff are available for Services hereunder as long as said Key Staff are in Consultant's employ. Consultant must obtain prior written acceptance of Project Manager to change Key Staff. Consultant must provide the Project Manager with such information, as may be necessary, to determine the suitability of proposed new Key Staff personnel. The Project Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance will not constitute any responsibility or liability for the individual's ability to perform.

A3.04. Time for Performance

The Consultant agrees to start all Services hereunder upon execution of the Agreement and complete each, task within the time stipulated in the Agreement. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various tasks may be granted by the Town Manager should there be a delay on the part of the Town in fulfilling its obligations under this Agreement as stated herein. Such extension of time shall not be cause for any claim by the Consultant for extra compensation.

A4. Default

A4.01. General

If Consultant fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Consultant will be in default. Upon the occurrence of a default hereunder the Town, in addition to all remedies available to it by law, may immediately, upon written notice to Consultant, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Consultant while Consultant was in default must be immediately returned to the Town. Consultant understands and agrees that termination of this Agreement under this section does not release Consultant from any obligation accruing prior to the effective date of termination. The Town, at its sole discretion, may allow the Consultant a specified time to correct a default.

A4.02. Conditions of Default

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

- (i) Consultant fails to obtain or maintain the required insurance.
- (ii) Consultant fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the Town, beyond the specified period allowed to cure such default.
- (iii) Consultant fails to commence the Services within the time provided or contemplated herein or fails to complete the Services in a timely manner as required by this Agreement.

A4.03. Time to Cure Default; Force Majeure

Town through the Town Manager will provide written notice to Consultant as to a finding of default, and Consultant must take all necessary action to cure said default within time stipulated in said notice, after which time the Town may terminate the Agreement. The Town, at its sole discretion, may allow additional days to perform any required cure if Consultant provides written justification deemed reasonably sufficient.

Should any such failure on the part of Consultant be due to a condition of Force Majeure as the term is interpreted under Florida Law, then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

A5. Termination of Agreement

A5.01. Town's Right to Terminate

The Town Manager has the right to terminate this Agreement for any reason or no reason, upon thirty (30) days' written notice. Upon termination of this Agreement, documents, analysis, materials, and/or reports, including all electronic copies related to Services authorized under this Agreement, whether finished or not, must be turned over to the Town. The Consultant will be paid for the Services performed and accepted, provided that said documentation is turned over to the Project Manager or Town Manager within ten (10) business days of termination.

A5.02. Consultant's Right to Terminate

The Consultant shall have the right to terminate this Agreement, in writing, following breach by the Town, if the breach of the Agreement has not been corrected within thirty (30) days from the date of the Town's receipt of a written statement from Consultant specifying its breach of its duties under this Agreement.

A5.03. Termination Due to Undisclosed Lobbyist or Agent

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

For the breach or violation of this provision, the Town has the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

A5.04. Fraud & Misrepresentation

The Town may terminate this Agreement with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud,

misrepresentation, conflicts of interest, or material misstatement. Such person, individual, corporation, entity, or affiliate shall be responsible for all direct or indirect costs associated with termination or cancellation.

A5.05. Funds Availability

Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

A6. Documents and Records

A6.01. Ownership of Documents

All documents, analysis, materials, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, including all electronic digital copies, will be considered works made for hire and are the property of the Town, without any restriction or limitation on their use. Upon expiration or termination of the Agreement the Consultant must turn over all records, documents and data, whether used or not used, including electronic data as required under Florida Statute 119.0701(d). Consultant is to keep copies of all such records, documents, or data for its records. However, this Article will continue in full force and effect after the expiration or termination of this Agreement.

A6.02. Delivery upon Request or Cancellation

Failure of the Consultant to promptly deliver all such documents in the possession of the Consultant, both hard copy and digital, to the Town Manager within ten (10) days of cancellation, or within ten (10) days of request by the Town Manager, will be just cause for the Town Manager to withhold payment of any fees due Consultant until Consultant delivers all such documents. Consultant will have no recourse from these requirements.

A6.03. Nondisclosure

To the extent allowed by law, Consultant agrees not to divulge, furnish, or make available to any third person, firm, or organization any information or documentation related to this Agreement, without Town Manager's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant must require all of its employees, agents and Subconsultants comply with the provisions of this paragraph. Consultant will be entitled to limited use of the information and documents related to this Agreement, which will be used for the sole purpose of marketing to generate new business clients.

A6.04. Access to and Review of Records

Town shall have the right to inspect and copy, at Town's expense, the books and records and accounts of Consultant which relate in any way to the Agreement. The Consultant agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

A6.05. Maintenance of Records

Consultant will keep adequate records and supporting documentation, which concern or reflect its Services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes

Chapter 119, must be kept in accordance with statute. Otherwise, the records and documentation will be retained by Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, has the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity will be conducted only during normal business hours. The Consultant agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Consultant.

Consultant shall also comply with the following requirements of the Florida Public Records Law including:

- (i) Consultant must keep and maintain all public records required by the Town in order to perform services under this Agreement.
- (ii) Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (iii) Consultant 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 term and following completion of the contract if the Consultant does not transfer the records to the Town.
- (iv) Upon completion of the contract, Consultant shall transfer, at no cost, to the Town all public records in the possession of the Consultant or keep and maintain public records required by the Town to perform the service under this contract. If the Consultant transfers all public records to the Town upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (305) 364-6100 x 1138; EMAIL CLERK@MIAMILAKES-FL.GOV; OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.

A7. Insurance

The Consultant must not start Services under this Agreement until the Consultant has obtained all insurance required hereunder and the Town Manager has approved such insurance. Should the Consultant not maintain the insurance coverage required in this Agreement, the Town may

cancel this Agreement or, at its sole discretion, must purchase such coverage and charge the Consultant for such coverage purchased.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

A7.01. Companies Providing Coverage

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies must have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

A7.02. Verification of Insurance Coverage

The Consultant must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of award to the Consultant. Consultant must maintain coverage with equal or better rating as identified herein for the term of this Agreement. Consultant must provide written notice to the Town Manager of any material change, cancellation or notice of non-renewal of the insurance within thirty (30) days of the change. Consultant must furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

A7.03. Forms of Coverage

A7.03-1. Commercial General Liability

This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or Subconsultants. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent Consultants and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

A7.03-2. Comprehensive Automobile & Vehicle Liability Insurance

This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

A7.03-3. Workers' Compensation Insurance

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident and a waiver of subrogation. Should the Consultant be exempt from Florida's Worker's Compensation insurance requirement the Consultant must provide documentation from the State of Florida evidencing such exemption.

A7.04. Subconsultant

Consultant shall ensure that all Subconsultants comply with these same insurance requirements.

All Subconsultants shall be subject to all requirements herein and procure and maintain the same coverage required of the Consultant. The Consultant shall include all such Subconsultants as additional insured under its policies (with the exception of Worker's Compensation) or shall ensure that all such Subconsultants maintain required coverages. The Consultant agrees to provide proof of insurance for all such Subconsultants upon request by the Town.

A7.05. Modifications to Coverage

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the Consultant. Consultant must comply with such requests unless the insurance coverage is not then readily available in the national market and may request additional consideration from Town accompanied by justification.

A7.06. Certificate of Insurance

Consultant shall provide the Town Manager or designee with Certificates of Insurance for all required policies within fourteen (14) days of notification of an award by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to require the Consultant to provide a certified copy of such policies, upon written request by the Town. 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, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

A7.07. Additional Insured

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Consultant in performance of this Contract. Consultant'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 Consultant's insurance. For Services provided at Royal Oaks Park and Miami Lakes Optimist Park the Miami-Dade County Public School System shall also be named as an additional insured. Consultant'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 in the same manner as if separate policies had been issued to each.

A8. Contract Disputes & Mediation

A8.01. Claims

Any claim shall be made by written notice by Consultant to the Town Manager or designee and to within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within ten (10) days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Town's Procurement Manager, unless said individual allows additional time for submission. The written notice must be accompanied by Consultant's written notarized statement that any adjustment(s) claimed is the entire adjustment to which the Consultant has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Agreement. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

Delays may include, but not be limited to, acts or neglect by any separate Consultant employed by own, fires, floods, labor disputes beyond the control of the Consultant, epidemics, abnormal weather conditions (if applicable), or acts of God.

Consultant shall not be entitled to an compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Consultant for actual delays due solely to fraud, bad faith or active interference on the part of Town.

Failure of Consultant to comply with this Article as to any particular event of claim shall be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

A8.02. Resolution of Disputes

Consultant understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Agreement by the Town will be submitted for resolution in the following manner.

The initial step will be for the Consultant to notify the Procurement Manager in writing of the dispute. Consultant must, within five (5) calendar days of the initial notification, submit all supporting documentation to the Procurement Manager. Failure to submit such notification and documentation will constitute a waiver of protest by the Consultant. Upon receipt of said documentation the Procurement Manager will review the issues relative to the dispute and issue a written finding.

Should the Consultant and the Procurement Manager fail to resolve the dispute the Consultant may submit an appeal of the Procurement Manager's finding in writing within five (5) calendar days to the Town Manager. Failure to submit such an appeal of the written finding shall constitute acceptance of the finding by the Consultant. Upon receipt of said notification the Town Manager will review the issues relative to the dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Consultant being entitled to seek judicial relief in connection therewith. Should the amount of compensation require approval or disapproval by the Town Council, Consultant will not be entitled to seek judicial relief unless:

- i. it has first received the Town Manager's written decision, approved by the Town Council if applicable, or
- ii. a period of sixty (60) calendar days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of ninety (90) calendar days has expired where the Town Manager's decision is subject to Town Council approval; or
- iii. Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Manager.

A8.03. Mediation – Waiver of Jury Trial

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the Agreement, the parties to this Agreement agree all disputes between them will be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis. The Consultant agrees to include such similar contract provisions with all Subconsultants and/or independent Consultants and/or Consultants retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation, the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

A8.04. Continuing the Services

Consultant shall continue to provide the Services during all disputes or disagreements with Town. No Services shall be delayed or postponed pending resolution of any disputes or disagreements.

A8.05. Stop Work Order

The Town may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the Services due to any conflict or potential conflict with Town operational requirements, storm related events, or other similar circumstances. The Town, where possible will make every effort to provide at minimum of forty-eight (48) hours advanced notice.

A8.06. Set-offs, Withholding, & Deductions

The Town may set-off, deduct or withhold from any payment due the Consultant, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Consultant to the Town.

The Town will notify the Consultant in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Consultant in accordance with the Local Government Prompt Payment Act

A8.07. Time in Which to Bring Action Against the Town

In the event the Consultant may be deemed to have a cause of action against the Town, no action shall lie or be maintained by the Consultant against the Town upon any claim arising out of or

based upon the Agreement by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Agreement, or if the Agreement is terminated under the provisions of the Agreement unless such action is commenced within six (6) months after the date of such termination by the Town.

A9. Miscellaneous

A9.01. Indemnification

The Consultant will hold harmless, defend, and indemnify the Town, its officials and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Consultant or its employees, agents, or Subconsultants. The Consultant will pay all claims and losses of any nature whatsoever in connection therewith in the name of the Town when applicable, and will pay all costs, including without limitation reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. The Consultant's obligation under this paragraph will not be limited in any way by the agreed upon the Agreement value, or the Consultant's limit of, or lack of, sufficient insurance protection and applies to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Consultants, its agents, servants, or representatives.

The Consultant's obligation to indemnify the Town shall survive the expiration or termination of this Agreement.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Consultant under this Agreement.

A9.02. Entire Agreement

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement will not be deemed to be a waiver of any other breach of any provision of this Agreement.

A9.03. Severability

In the event any provision of the Agreement is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of the Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Agreement in its entirety. An election to terminate the Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

A9.04. Nonexclusive Agreement

Consultant Services under this Agreement are to be provided on a nonexclusive basis and the Town, at its sole discretion and right, may engage other firms to perform the same or similar Service, provided, however, that the Town will first notify the Consultant that the Town has

engaged such similar Service and that the duties performed or Service provided, to the extent they may conflict between the Consultant and those other firms engaged, are delineated by the Project Manager so that the Consultant and those similarly engaged are clear as to their responsibilities and obligations.

A9.05. Successors and Assigns

The performance of this Agreement must not be transferred, pledged, sold, delegated, or assigned, in whole or in part, by the Consultant without the written consent of the Town Council or Town Manager, as applicable. It is understood that a sale of the majority of the stock or partnership shares of the Consultant, a merger or bulk sale, or an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

The Consultant's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Consultant will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

The Consultant's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Consultant will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

A9.06. No Waiver

Town and Consultant agree that each requirement, duty, and obligation set forth in the Agreement is substantial and important to the formation of the Agreement and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision or modification of the Agreement. A waiver of any breach of a provision of the Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

A9.07. Applicable Law and Venue

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party concerning this Agreement, or arising out of this Agreement, must be brought in Miami-Dade County, Florida. Each party will bear its own attorney's fees except in actions arising out of Consultant's duties to indemnify the Town where Consultant must pay the Town's reasonable attorney's fees.

A9.08. Notices

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended and at the place last specified; and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For Town of Miami Lakes:

For Consultant:

Edward Pidermann
Town Manager
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

Nelson Diaz
The Southern Group
9155 S. Dadeland Blvd., Ste 1604
Miami, FL 33156
diaz@thesoutherngroup.com

With a copy to:
Nathalie Garcia
Procurement Manager
At the same address as above
garcian@miamilakes-fl.gov

A9.09. Interpretation

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction will be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement includes the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

A9.10. Joint Preparation

Preparation of this Agreement has been a joint effort of the Town and Consultant and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

A9.11. Priority of Provisions

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail over any document incorporated by reference and be given effect.

A9.12. Compliance with Laws

Consultant must comply with all applicable laws, codes, ordinances, rules, regulations, and resolutions, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. This includes the Consultant maintaining in good standing all required licenses, certificates, and permits as required to perform the Services.

i. Non-Discrimination

Town warrants and represents that it does not and will not engage in discriminatory practices and that there must be no discrimination in connection with Consultant’s performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, or national origin. Consultant further covenants that no otherwise qualified individual will, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin, be excluded

from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

A9.12-1. ADA Compliance

Consultant must affirmatively comply with all applicable provisions of the Americans with Disabilities Act (“ADA”) in the course of providing any work, labor, or services funded by the Town, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines, and standards. Additionally, the Consultant must take affirmative steps to insure nondiscrimination in employment of disabled persons.

A9.12-2. OSHA Compliance

The Consultant warrants that it will comply with all safety precautions as required by federal, state or local laws, rules, regulations and ordinances. The Town reserves the right to refuse Consultant access to Town property, including project jobsites, if Consultant employees are not properly equipped with safety gear in accordance with OSHA regulations or if a continuing pattern of non-compliance with safety regulations is exhibited by Consultant.

A9.13. No Partnership

Consultant is an independent Consultant. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. The Consultant has no authority to bind the Town to any promise, debt, default, or undertaking of the Consultant.

A9.14. Discretion of Town Manager

Any matter not expressly provided for herein dealing with the Town or decisions of the Town will be within the exercise of the reasonable professional discretion of the Town Manager.

A9.15. Contingency Clause

Funding for this Agreement is contingent on the availability of funds and continued authorization for the services and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds, or change in regulations, upon thirty (30) days’ notice. The Consultant shall be entitled to discontinue Services, which may include uncompleted hearings, without any recourse by the Town if the funding is not available to pay for Services not yet begun. In any event, the Town acknowledges that it will pay for Services performed that have been properly authorized by the Project Manager.

A9.16. Third-Party Beneficiary

Consultant and the Town agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third-party under this Agreement.

A9.17. No Estoppel

Neither the Town’s review, approval, or acceptance of, or payment for Services performed under this Agreement will be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Consultant will be and remain liable to the Town in accordance with applicable laws for all damages to the Town caused by the Consultant’s negligent performance of any of the Services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

A9.18. Force Majeure

The Town and Consultant will be excused from the performance of their respective obligations under the Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of equipment, or service from a public utility needed for their performance, provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- c. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Article for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the Consultant will not constitute Force Majeure.

The following circumstances shall not constitute Force Majeure:

- a. Economic hardship
- b. Inclement weather except as permitted by Florida law

A9.19. Town May Avail Itself of All Remedies

The Town may avail itself of each and every remedy stated in the Agreement or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

END OF SECTION

SECTION B. SPECIAL TERMS & CONDITIONS

B1. GENERAL DESCRIPTION OF SCOPE OF SERVICES

The Scope of Work for State Lobbying Services includes, but is not limited to, being proactive in monitoring, taking positions, and lobbying on state budgeting and legislation which impacts the Town of Miami Lakes ("Town"), particularly in areas of public safety, law enforcement, business attraction and retention, infrastructure improvements, telecommunications, transportation, environmental, park development, park land acquisition, revenue enhancements, and unfunded mandates.

B2. EXPECTATIONS OF CONSULTANT

The Town seeks to retain the services of a State Legislative consultant. The Consultant shall agree to be available at all times upon reasonable request to meet with the Town Manager, Town Council, and others as specified to perform the Services, including attending meetings with the Executive branch, Legislators and legislative staff on matters directly or indirectly affecting the Town. The Consultant shall demonstrate the following:

- Ability to demonstrate that the specific staff assigned to the Town has considerable, relevant experience with this type of work and should emphasize their experience, working knowledge of the Town, regional and State of Florida Issues.
- Possess or have continual and immediate access to legal and legislative expertise sufficient to execute all tasks and responsibilities in a thorough, competent and professional manner.
- Have a demonstrated and verified track record of being proactive in monitoring and identifying state funding opportunities.
- Have established, longstanding and positive working relationships with members of the State Legislature and staff, as well as Committee and State agency staff.

B3. SERVICES TO BE PROVIDED

The following list of Services is intended as a general guide and is not intended to be an exhaustive list of all Services required.

Monitoring

1. Review on a continuing basis all existing and proposed State of Florida policies, programs and legislation affecting the Town. Identify those issues that may directly or indirectly affect the Town or its citizens, and regularly inform the Town as to such matters, both orally and in writing, including the benefits and any inverse impacts of proposed legislation.
2. Review legislative policy statements of other governments and lobbying groups for the purpose of identifying issues, which may either positively or negatively affect the Town.
3. Work closely with the Mayor, Town Council, Town Manager and staff in the coordination and development of the Town's legislative program from both long and short-term perspectives, as well as legislative priorities. These issues may include public safety, law enforcement, business attraction and retention, infrastructure improvements, transportation, environmental, affordable housing economic development, revenue enhancement, grants, mandates and other issues.

4. Work with the Mayor, Town Manager and staff to develop special or general legislation in keeping with, or supportive of, the Town's adopted legislative program.
5. Develop and evaluate strategy for support, opposition or amendment of pending legislation.

Bill Tracking

1. Obtain and monitor all bills, resolutions, files, journals, histories, etc. that may have an impact on the legislative or regulatory interests of the Town.
2. Copies of any bills and any amendments that are determined to have an impact on the legislative and regulatory interests of the Town. Copies shall be forward to the Mayor, Town Council and Town Manager.
3. Once legislative positions are established by the Town, required actions should be tracked and updated on a regular basis.
4. Prepare and submit reports that may include but not be limited to: Personal briefings and information bulletins pertinent to any legislation, rules or regulations, and other State policies or programs that affect the Town and its citizens either directly or indirectly. Written summary report shall be submitted at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action during the upcoming week, and suggested action plan that Mayor or Town staff may implement. A detailed written report of specific legislation and new requirements affecting the Town shall be provided within a reasonable time period, not to exceed thirty (30) days from the close of session.
5. Prepare and submit periodic written reports (at least weekly) during those months that the State of Florida Senate and House of Representatives are in session, on issues of interest or concern to the Town and monthly when they are not in session. Such information may include but is not limited to action taken at interim committee meetings, rulemaking hearings, status of studies underway, and advance notice of legislation being proposed.

Legislative Advocacy

1. The Town's position on key legislative action shall be transmitted to members of the State Legislature and staff, including Committee staff through personal discussions with legislators, staff, committee consultants, and State agency representatives, and other interest groups.
2. Testify and lobby before the State of Florida Senate, House of Representatives, executive branch and cabinet as necessary on behalf of the Town during the annual legislative sessions, extended or special session(s), at legislative committee meetings agency hearings, rulemaking proceedings, and during floor debate in both houses of the State of Florida's government.
3. Send letters notifying appropriate officials and agencies of the Town's position and drafting announcements.
4. Upon request by the Town, assist the Town in coordinating applications and advocating for State of Florida grants. The consultant is not expected to prepare grant applications.
5. Design and implement a strategy, in consultation with the Town that raises the consciousness and awareness of issues related to the Town with legislative leaders and broadens and improves direct communication with Town officials with the legislative leadership.
6. Upon request, coordinate appointments/meetings between the Mayor or other Town staff, and appropriate State officials and legislators, including organizing agendas and meetings during Dade Days in Tallahassee.

State Budget Issues

1. Focus efforts supporting the Town's appropriation requests and legislative objectives during the final phases of legislative action on spending and authorization legislation, including coordinating meeting with relevant members of the legislature or staff in support of the Town's state objectives (as appropriate).

B4. CONTRACT TERM

The Agreement shall be effective upon execution by both parties and shall continue for a period of three (3) years from the date of execution by the Town. The Town retains two (2) options to extend the term of the Agreement for additional one-year terms.

B5. COMPENSATION

B5.01-1. Compensation Limits

The amount of compensation payable by the Town to the Consultant for the Services shall be a monthly payment, based on Form PP, as may have been amended during negotiations, which shall cover all costs incurred by the Consultant in the provision of the Services; provided however, that in no event shall the amount of compensation exceed twenty-four thousand dollars (\$24,000) per year or one hundred and twenty thousand dollars (\$120,000) in total over the term of this Agreement, unless explicitly approved by action of the Town Council or Town Manager as applicable and put into effect by written amendment to this Agreement.

Compensation for Additional Services shall be negotiation by the Project Manager and the Consultant on a case by case basis.

B5.01-2. Payments

Payment shall be made in accordance with Florida Statute Chapter 218, Part VII, Local Government Prompt Payment Act, after receipt of Consultant's invoice. If Consultant is entitled to reimbursement of any expenses under Form PP, then all bills for such expenses shall be submitted with the invoice. Any reimbursement expenses identified in Form PP that are covered under Section 112.061, Florida Statutes shall be reimbursed at the stipulated rate. Unless otherwise directed in writing, the Consultant shall utilize the Town's standard invoice form for the submission of invoices.

B6. ADDITIONAL SERVICES

B6.01. Work Orders

An independent and detailed Work Order or an Amendment to a previously issued Work Order shall be required to be issued and signed by the Town Manager for each Additional Services requested by the Town. The Work Order will specify the fee for such service and if applicable, the upper limit of the fee, which shall not be exceeded, and shall comply with the Town's regulations, including the Procurement Ordinance and other applicable laws.

B6.02. Lump Sum

Compensation for Additional Services shall be a Lump Sum, with either a Fixed Fee or Not to Exceed Fee as deemed appropriate by the Town, to be mutually agreed upon in writing by the Town and the

Consultant and stated in a Work Order. Lump Sum and Lump Sum Not to Exceed methods of compensation are the preferred methods of compensation.

B6.02-1. Lump Sum Fixed Fee

Lump Sum Fixed Fee shall be the total amount of compensation to be paid to the Consultant for the Services performed on a specific Project or phase or task under a Work Order. Payments to the Consultant shall be based on a percentage of completion basis.

B6.02-2. Lump Sum Not to Exceed Fee

Lump Sum Not to Exceed Fee shall establish the maximum amount of compensation to be paid to the Consultant for the Services performed on a specific Project, phase or task under a Work Order. Payments to the Consultant shall be based on the actual work effort required to complete the Project, phase or task.

B6.02-3. Guaranteed Maximum Lump Sum

Guaranteed Lump Sum shall be the total maximum fee amount payable by Town wherein certain aspects, tasks or allowances may not be defined, quantified and calculated at the time of Work Order issuance. A Guaranteed Maximum Lump Sum compensation may represent a combination of Fixed Fees for professional services and not to exceed allowances for any Reimbursable Expenses.

B6.03. Reimbursable Expenses

The Town shall not be liable or responsible for the reimbursement of any expenses incurred by the Consultant in providing the Services except as specifically stated in the Agreement. All reimbursable Services shall be billed to the Town at direct cost incurred by the Consultant.

The Town will reimburse the Consultant for authorized Reimbursable Expenses pursuant to the limitations of this Agreement as verified by supporting documentation deemed appropriate by Town Manager or designee including, without limitation, detailed bills, itemized invoices and/or copies of canceled checks.

END OF SECTION

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST

(The Southern Group)

Signature

Signature

Print Name, Title

Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

Firm's Secretary

(Affirm Firm's Seal, if available)

ATTEST:

Town of Miami Lakes, a municipal corporation of the
State of Florida

Gina Inguanzo, Town Clerk

Edward Pidermann, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Town Attorney

CERTIFICATE OF AUTHORITY

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the corporation to execute agreements on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation.

I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary: _____

Print: _____

NOTARIZATION

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.

SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA

PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC

EXHIBIT A – CONSULTANT’S PROPOSAL

EXHIBIT B –TEAM

KEY STAFF

NAME	JOB CLASSIFICATION
Nelson D. Diaz	
Kate DeLoach	



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor & Councilmembers
From: Honorable Mayor Manny Cid
Subject: Bob Graham Education Center Civic Engagement Academy
Date: March 9, 2020

Recommendation:

The BGEC CEA will be presenting their project on increasing civic participation among young people. I would like to pass a resolution supporting their project.

Fiscal Impact: TBD
Funding Source for Implementation: TBD
Timeline for Implementation: TBD

Guiding Principles: 4, 14
Objectives: 6



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers

From: Honorable Councilmember Marilyn Ruano

Subject: Updates on 170th Street Bridge and 154th Street Bridge

Date: March 9, 2020

Recommendation:

At our next meeting I would like to request a full report with updates on official positions from all agencies involved at local, county and state levels with regards to the opening of the 170th street and 154th street bridge. (City of Hialeah, Miami Dade County and Florida Department of Transportation)

Please request that management and legal make contact with these agencies and request position in writing to ensure up to date information.

Fiscal Impact:

Funding Source for Implementation:

Timeline for Implementation:

Guiding Principles: 1,2,3,4, 12,

Objectives: 5, 6



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers
From: Honorable Councilmember Carlos Alvarez
Subject: Pothole on Montrose 82nd Avenue
Date: March 9, 2020

Recommendation:

This item requires the waiver of Section 7.2 of the Special Rules of Order

I would like to direct the Town Manager to seek alternate means of funding to resurface and repave NW 82nd Ave (Montrose Road) , to include the re-stripping of the crosswalk to access the Mary Collins Community Center and Picnic Park West Park.

Residents have called my attention to this matter and I would like to foster a discussion with my colleagues about fixing with asphalt the well needed area.

Fiscal Impact: TBD
Funding Source for Implementation: TBD
Timeline for Implementation: TBD

Guiding Principles: 1,2,3,4, 14
Objectives: 1,6



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers
From: Honorable Vice Mayor Nelson Rodriguez
Subject: Code Enforcement Courtesy Notices
Date: March 9, 2020

Recommendation:

This item requires the waiver of Section 7.2 of the Special Rules of Order

I would like to discuss with my colleagues the time given to residential property owners on Code Enforcement Courtesy Notices.

From the time I was first elected, some homeowners have asked for help in receiving extended time to correct Code Notices. Currently the Town allows for 10 days to correct these issues.

Depending on the Code issue, 10 days may not be enough time to hire a contractor or gather the funds needed to do repairs.

Life Safety Code issues should not be extended as they should be correct as soon as possible.

I suggest that Code Enforcement Courtesy Notices be extended to 21 calendar days giving homeowners time to due the proper corrections as required.

Fiscal Impact: TBD
Funding Source for Implementation: TBD
Timeline for Implementation: TBD

Guiding Principles: 2, 4, 14
Objectives: 5



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers
From: Honorable Councilmember Josh Dieguez
Subject: Use of Town Hall for MLBA Candidates Forum
Date: March 9, 2020

Recommendation:

This item requires the waiver of Section 7.2 of the Special Rules of Order

I move to approve the use of Town Hall by the Miami Lakes Bar Association for their upcoming Candidates Forum.

Fiscal Impact: TBD
Funding Source for Implementation: TBD
Timeline for Implementation: TBD

Guiding Principles: 2, 3, 4, 12, 14
Objectives: 5



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor & Councilmembers
From: Honorable Mayor Manny Cid
Subject: Federal Legislative Priorities
Date: March 9, 2020

Recommendation:

With Hurricane season quickly approaching, I want to amend our federal legislative priorities to include:
Passing Federal Legislation requiring that interest paid on hurricane disaster line-of-credit becomes a FEMA reimbursable expense.

Fiscal Impact: TBD
Funding Source for Implementation: TBD
Timeline for Implementation: TBD

Guiding Principles: 1, 2, 14
Objectives: 6



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor & Councilmembers

From: Honorable Mayor Manny Cid

Subject: NW 67th Avenue Road Lines

Date: March 9, 2020

Recommendation:

I've received phone calls from residents stating that the new lines painted on the northbound eastern-most lane is causing confusion. I've personally spent some time in the area and witnessed drivers swerving due to the lines or driving over the lines. I would like to have a discussion with my colleagues about removing these lines as soon as possible.

Fiscal Impact: TBD
Funding Source for Implementation: TBD
Timeline for Implementation: TBD

Guiding Principles: 1,2,3,4, 14
Objectives: 1,6



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers

From: Edward Pidermann, Town Manager

Subject: Feral Cats Report

Date: March 9, 2020

Recommendation:

Oral report to be provided. Actions may result of this item.



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers

From: Edward Pidermann, Town Manager

Subject: Town Manager Monthly Police Activity Report

Date: March 9, 2020

Recommendation:

Please see attached report.

This oral report is intended to be informational. However, actions may result of this item.

Attachments:

TML Monthly Town Council Meeting Crimes Report

TML Targeted Crimes Year to Date Report



MIAMI DADE POLICE DEPARTMENT
Automated - Targeted Crimes Year To Date - 74Y - Town Miami Lakes
Date Range: Jan 1, 2020 - Feb 28, 2020



095 - TOWN OF MIAMI LAKES

	2019 LYTD	2020 YTD	YTD % Change	Difference
01 Homicide	0	0	/0	0
02 Forcible Sex Offenses	0	1	/0	1
03 Robbery	2	2	0.00%	0
04 Larceny (Over)	16	12	-25.00%	-4
05 Auto Theft	8	11	37.50%	3
06 Burglary Commercial	2	5	150.00%	3
07 Burglary Residential	6	3	-50.00%	-3
08 Aggravated Assault	4	3	-25.00%	-1
09 Aggravated Battery	1	2	100.00%	1
TOTAL:	39	39	0.00%	0

/0 - Indicates that Percent Change formula cannot be divided by zero



MIAMI DADE POLICE DEPARTMENT
Automated - Targeted Crimes Year To Date - 74Y - Town Miami Lakes
Report Filters



Incident Date Range: Jan 1, 2020 - Feb 28, 2020

Division:

Agency: 095

For Agricultural Patrol Section: N

Exclude UNFOUNDED cases

Exclude AOA's

Report Written = 'Y'

CAS Package



Miami Dade Police Department, Town of Miami Lakes



TML Crime Report

February 26, 2020

Section 1 – COMPSTAT CRIMES

<i>Crime</i>	Auto Theft (11 incidents as of 02/26/2020)
<i>Statistical Info</i>	7 Incidents PYTD
<i>Trends</i>	Vehicles stolen from commercial plazas and apartment complex parking lots.
<i>Action Taken</i>	<ul style="list-style-type: none"> Officers have been assigned directed patrols. They are directed to remain highly visible at the various commercial plazas, apartment and townhome complexes, and hotels in their respective areas. Current auto theft information as well as BOLOs and Informational flyers are regularly shared with the TML Officers. Comp Details are being scheduled for increased police visibility.
<i>Crime</i>	Commercial Burglary – (4 incidents as of 02/26/2020)
<i>Statistical Info</i>	2 Incident PYTD
<i>Trends</i>	Pried door
<i>Action Taken</i>	Officers have been assigned directed patrols and are requested to remain highly visible and proactive in their assigned areas.
<i>Crime</i>	Aggravated Battery – (2 incidents as of 02/26/2020)
<i>Statistical Info</i>	1 incidents PYTD
<i>Trends</i>	No identifiable trends.
<i>Action Taken</i>	Officers have been assigned directed patrols and are requested to remain highly visible and proactive in their assigned areas.
<i>Crime</i>	Forcible Sex Offenses – (1 incident as of 02/26/2020)
<i>Statistical Info</i>	0 Incidents PYTD
<i>Trends</i>	Acquaintance
<i>Action Taken</i>	Officers have been assigned directed patrols and are requested to remain highly visible and proactive in their assigned areas.

Section 2 – SIGNIFICANT ARRESTS/ INCIDENTS

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Miami Dade Police Department, Town of Miami Lakes



TML Crime Report

February 26, 2020

Day / Date / Time	Thursday / February 6, 2020 / 6:00 pm
Location	7301 Miami Lakes Drive
<i>On Thursday, February 6, 2020, a TML GIU Detective arrested a subject for grand theft auto. On Wednesday, December 4, 2019, the victim had reported his vehicle stolen from 7301 Miami Lakes Drive (Food Spot). On January 18, 2020, a TML Officer received an LPR alert that the victim's vehicle was traveling on Miami Lakes Drive. The Officer located the vehicle unoccupied at 7480 Miami Lakes Drive, and established a surveillance on it; but later called for a wrecker to recover it. When the wrecker arrived, the Officer saw an unknown white male approaching but when the saw police presence, he ran back into his apartment. The officer spoke to a witness who stated that he had seen that individual driving the vehicle on several occasions and parking it in his parking space. The GIU Detective interviewed the witness and presented a photo line-up. He subsequently identified the individual that he observed driving the victim's vehicle. On Thursday, February 6, 2020, TML Officers located the subject and notified the TML GIU Detective who charged him with the theft of the victim's vehicle.</i>	
Day / Date / Time	Tuesday / February 18, 2020 / 9:16 pm
Location	6711 Main Street
<i>On Tuesday, February 18, 2020, at approximately 9:16 pm, a strongarm robbery occurred at the Cobb Theater located at 6711 Main Street. Victim advised that after a dispute with the subject, he grabbed her cellphone from her hands and knocked her to the ground. The subject fled and returned shortly thereafter upon police arrival. A Robbery Detective subsequently arrested the subject for strongarm robbery.</i>	



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers
From: Raul Gastesi, Town Attorney
Subject: Attorney Reports
Date: March 9, 2020

Recommendation:

There are currently several matters being litigated by the Town of Miami Lakes. Some of these matters are being referred to our insurance carrier to mitigate the Town's legal expense.

Background:

Michael Pizzi JR. v. Town of Miami Lakes

Oral Report will be provided.

Juan Valiente v. Town of Miami Lakes

There are no significant expenditures to report currently. Litigation is ongoing.

Jenkins v. FRS

Oral Report will be provided. Executive Session was held Monday, January 27, 2020.

Bridge Litigation Matters

Oral Report will be provided. Executive Session will be held February 20, 2020.