



The Village of Biscayne Park

600 NE 114th St., Biscayne Park, FL 33161

Telephone: 305 899 8000 Facsimile: 305 891 7241

AGENDA
SPECIAL VIRTUAL COMMISSION MEETING
Thursday, August 13, 2020 6:30 pm
Meeting ID: 966 7355 8362



Indicates back up documents are provided.

1 Call to Order

2 Roll Call

Mayor O'Halpin

Vice-Mayor Kennedy

Commissioner Ross

Commissioner Samaria

Commissioner Tudor

3 Pledge of Allegiance

4 Additions, Deletions or Withdrawals to the Agenda

At this time, any member of the Village Commission or the Village Manager may request to add, change, or delete items from the agenda.

5 Public Comments Related to Agenda Items / Good & Welfare

Comments from the public relating to topics that are on the agenda, or other general topics.

6 Resolutions

6.a Resolution 2020-37 - MOU w Police Benevolent Association 1% Harzard Pay



A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE INTERIM VILLAGE MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION, INC. AND THE VILLAGE OF BISCAYNE PARK, AUTHORIZING A TEMPORARY ONE PERCENT (1%) PAY INCREASE RELATED TO THE COVID-19 PANDEMIC; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

6.b Resolution 2020-38 - ILA w Miami-Dade County CARES Act Distribution



-  A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE INTERIM VILLAGE MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF BISCAYNE PARK, REGARDING IMPLEMENTATION OF THE FEDERAL CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

6.c Resolution 2020-39 - Calvin Giordano - Amendment Two Agreement for Building Dept Planning Services



A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, APPROVING A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND CALVIN, GIORDANO & ASSOCIATES, INC., FOR THE PROVISION OF BUILDING PLAN REVIEW AND INSPECTION SERVICES AND MUNICIPAL PLANNING DEPARTMENT SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

6.d Resolution 2020-40 - Agreement w Country Bill's Lawn Maintenance Inc. - Miami-Dade County Tree Grant Program



A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND COUNTRY BILL'S LAWN MAINTENANCE, INC., FOR THE PROVISION OF TREE PLANTING SERVICES TO IMPLEMENT TREE GRANT FUNDING RECEIVED FROM MIAMI-DADE COUNTY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

7 Old Business

7.a Village Attorney applications - selection of applicants for Commission



interview

8 Reports

8.a Village Attorney

8.b Village Manager

8.c Board / Committee Reports

8.d Commission

Mayor O'Halpin

Vice-Mayor Kennedy

Commissioner Ross
Commissioner Samaria
Commissioner Kennedy

9 Adjournment

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will 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.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in the proceedings should call Village Hall at (305) 899 8000 no later than four (4) days prior to the proceeding for assistance.

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

Village of Biscayne Park meeting on August 13, 2020 at 6:30 pm with Social Distancing Modifications

The Village of Biscayne Park is using Zoom to hold the Virtual Public Meeting via communications media technology as authorized by Governor DeSantis' Executive Order 20-69. Members of the public may also use Zoom to view and participate in the meeting online. Zoom is a cloud platform for video and audio conferencing, collaboration, chat and webinars across mobile devices, laptops, desktops, telephones and room systems.

Public Comment

Anyone who wishes to provide public comment will be able to do so by participating in the City Council meeting via the Zoom platform and/or telephone by speaking during public comment portions of the meeting when recognized per the instructions below or by submitting written comments, evidence and/or written testimony in advance of 24 hours no later than two (2) hours before the meeting via email to the Village Clerk at villageclerk@biscayneparkfl.gov.

Instructions on How to Watch, Listen and/or Participate in the Virtual Meeting:

To access the Zoom Virtual Public Meeting of August 13, 2020 at 6:30 pm, you have the following options:

Zoom meeting instructions for the public participants:

Download the “Zoom Client for Meetings” to your computer or laptop here: <https://zoom.us> and click on Join a Meeting. . When prompted to join a meeting, enter the meeting ID. use the link below to join the meeting.

If you are using a tablet or smartphone, download zoom from the device’s app store.

For the August 13, 2020 meeting please use the meeting link

<https://zoom.us/j/96673558362>

to attend electronically and watch the meeting by computer, tablet or smartphone.

For additional information or assistance please contact the following prior to the meeting:

1. For public comment questions: Roseann Prado, Village Clerk, villageclerk@biscayneparkfl.gov or 305-899-8000

Public Comment

1. Access audio of the Zoom meeting via phone:

You may access the audio from your phone by dialing: 305-893-4427. When the Meeting ID is requested, enter **966 7355 8362** followed by # key. When asked for a participant ID, press # key. If you would like to speak during public comment, please press *9 on your phone to activate the “raise your hand” feature of Zoom. Comments will be limited to three (3) minutes.

2. Watch the meeting online and provide public comment during the meeting: Use the “raise your hand” feature and be recognized at the direction of the Chair. Comments will be limited to three (3) minutes.



CARLOS A. GIMENEZ
MAYOR
MIAMI-DADE COUNTY

July 29, 2020

Dear Union and Municipal Leaders:

Our first responders are always at the front lines, ready to serve in any emergency. The COVID-19 pandemic is an emergency without precedent, requiring extraordinary efforts of our first responders to keep our community safe and healthy. At the July 27, 2020 Special Meeting of the Board of County Commissioners, the Board accepted a report regarding the utilization of CARES Act funding. One of the recommended allocations is the payment of a one (1) percent hazardous duty supplement for all first responders in geographic Miami-Dade County substantially dedicated to mitigating the impact of the pandemic, as allowed by the CARES Act legislation. This supplement will be paid retroactively to the beginning of the declared emergency and continue until the emergency declaration is lifted, but consistent with CARES Act legislation, no later than December 31, 2020.

So that we may expedite the payment of this supplement, please develop the appropriate memoranda of understanding or other documentation to allow the application of such supplement as required by your respective collective bargaining agreements and submit to Miami-Dade County via Edward.Marquez@miamidade.gov as quickly as possible. Each jurisdiction should also submit appropriate payroll documentation in order to support the funding required for each department to provide the supplement. Authorization of the payments will be authorized through the interlocal agreements to be used for CARES Act reimbursements which will be approved by the Board of County Commissioners.

As a former firefighter, I know that first responders are prepared to put themselves in dangerous situations when they respond to emergencies. However, what has been required of our first responders during this pandemic is without compare and deserves recognition and remuneration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Carlos A. Gimenez", is written over a horizontal line.

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RESOLUTION NO. 2020-37

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE INTERIM VILLAGE MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION, INC. AND THE VILLAGE OF BISCAYNE PARK, AUTHORIZING A TEMPORARY ONE PERCENT (1%) PAY INCREASE RELATED TO THE COVID-19 PANDEMIC; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and; and

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WHEREAS, The Village of Biscayne Park (“Village”) is currently experiencing the effects of the COVID-19 pandemic which has resulted in a severe drain of resources due to the public health emergency; and

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WHEREAS, due to the COVID-19 public health emergency first responders have expanded duties with an increased exposure to COVID-19; and

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WHEREAS, the Coronavirus Aid, Relief and Economic Securities Act (“CARES”) provides a relief fund to state, local, and tribal governments intended to assist in the fight against COVID-19; and

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WHEREAS, the Dade County Police Benevolent Association, Inc. (“PBA”) and Village are desirous of providing a temporary one percent (1%) pay increase to its police officers assigned to COVID-19 work as set forth in the attached Memorandum of Understanding (“MOU”), for which the Village is eligible for reimbursement under CARES; and

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WHEREAS, the Village Commission finds it to be in the best interests of the Village and its residents to authorize the Interim Village Manager to execute the MOU between the PBA and the Village, and to expend budgeted funds on behalf of the Village.

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NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:

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Section 1. Recitals. The above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Village Commission.

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Section 2. Pay Increase MOU. The MOU between the PBA and the Village authorizing a temporary one percent (1%) pay increase to its police officers assigned to COVID-19 work, attached hereto and incorporated herein as Exhibit “1”, is hereby approved and the Interim Village Manager is authorized to execute the MOU and expend budgeted funds on behalf of the Village. The Interim VillageManager is further authorized to take all necessary steps to seek CARES reimbursement of properly expended Village funds.

MEMORANDUM OF UNDERSTANDING BETWEEN
THE VILLAGE OF BISCAYNE PARK AND
THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION, INC.

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered this ____ day of **August**, 2020, between the DADE COUNTY POLICE BENEVOLENT ASSOCIATION, INC. ("PBA") and THE VILLAGE OF BISCAYNE PARK ("Village"), jointly referred to as the ("PARTIES").

WHEREAS, The Village of Biscayne Park is currently experiencing the effects of the COVID-19 pandemic which has resulted in a severe drain of resources due to the public health emergency; and

WHEREAS, due to the COVID-19 public health emergency first responders have expanded duties with an increased exposure to COVID-19; and

WHEREAS, the Coronavirus Aid, Relief and Economic Securities Act ("CARES") provides a relief fund to State, Local, and Tribal governments which is intended to assist in the fight against COVID-19; and

WHEREAS, the PARTIES are desirous of providing the available funding to its first responders such as sworn law enforcement personnel.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the PARTIES intending to be legally bound do hereby stipulate and agree as follows:

1. Sworn law enforcement employees as defined by Chapter 943 Florida Statutes who are included within a bargaining unit covered by a collective bargaining agreement between the Village and the PBA ("Covered Employee"), shall receive a one percent (1%) pay adjustment to their base pay for the performance of their duties specifically related to the coronavirus retroactive to April 01, 2020 as provided in paragraph 2. The Covered Employee's rate of base pay on August 1, 2020 shall be used for the computation of the one percent (1%) pay adjustment regardless of the date in which the work assignment was performed.
2. The one percent (1%) pay adjustment shall be paid only for the time the Covered Employee actually worked on assignments related to the COVID-19 pandemic and shall be applied on an hour for hour basis and not based on the entire shift

unless applicable. The PBA and the Village both agree that the determination of whether an assignment qualifies for payment of the 1% pay adjustment provided by this MOU and the amount of hours that are eligible for payment of this 1% pay adjustment are entirely within the discretion of the Village, after consultation with the PBA.

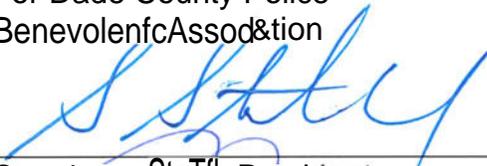
- 3. The one percent (1%) pay adjustment provided by this MOU shall permanently cease to exist effective the first full pay period of December 2020.
- 4. The PARTIES agree and state that no promise, inducement or agreement not expressly contained herein has been made, that this MOU constitutes their entire and final understanding to the subject matter of this agreement, and that the terms of this MOU are contractual and not a mere recital.
- 5. The PARTIES understand that this Memorandum of Understanding and the 1% pay adjustment will be implemented only after ratification by both the PBA's bargaining unit members and the Village Commissioners.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

AGREED TO THIS ____ DAY OF AUGUST, 2020.

For Dade County Police
Benevolent Association

For Village of Biscayne Park



 Steadman Staff, President

 _____, Village Manager



 Witness

 Witness



 Witness

 Witness



 Andrew M. Axelrad, General Counsel

 Witness

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of July 8, 2020**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

¹ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. **These classes of employees include public safety**, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a “payroll support program” for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

May funds be used to satisfy non-federal matching requirements under the Stafford Act?

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to

the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-

specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

FAQs

First Responder Temporary 1% Hazardous Pay COVID-19 CARES (CRF) Reimbursement

1. Q. Is the 1% Hazardous Pay just on base pay? Is the 1% bonus based on “base pay” or “extended pay” (supplemental premiums per collective bargaining agreement)?
A. Base pay. It is not a bonus.

2. Q. What level of detail (documentation) will Miami-Dade County require?
A. Each municipality will need to submit the following documentation through the online Grants Management System:
 1. Payroll documentation that outlines the following information:
 - i. Name,
 - ii. Job title and function,
 - iii. Days and hours worked
 - iv. Pay rate and fringe benefit rate
 2. Hazard pay policy for your municipality
 3. Regular pay policy
 4. If hazard pay is not represented separately on the payroll documentation, a salary rate sheet for all employees being claimed

3. Q. Is the 1% supplement a pay increase or lump sum bonus?
A. The one percent is applied to base pay. It is not a bonus. For **administrative ease** as allowed under the US Treasury FAQs, the temporary 1% hazard pay may be applied to all sworn officers for hours physically worked ONLY. The temporary 1% hazard pay is NOT to be paid on any leave hours or considered as the regular rate of pay for the purposes of any other leave payouts, separation pay or any other type of payment. Refer to Q #2 for documentation required.

4. Q. Because there are other pay considerations when employees are paid, is this considered a “lump” sum payment?
B. You can pay as a lump sum payment/adjustment to pay. The temporary 1% hazard pay is NOT to be paid on any leave hours or considered the regular rate of pay for the purposes of any other leave payouts, separation pay or any other type of payment. Refer to Q #2 for documentation required.

5. Q. If it is a pay increase, is it based on all hours worked during the relevant time period; if it is a bonus, is it based on all worked during the relevant time period or only straight time hours? For employees who fall within the definition of public safety employees, will all their hours worked during the relevant time period be eligible for the pay supplement?
A. Only hours **physically** worked may be considered for payment of the temporary 1% Hazard Pay. No leave hours (vacation, sick, education, jury duty, personal time off, administrative leave, etc.) are eligible for the temporary 1% Hazard Pay.

6. Q. Are part-time employees eligible for the pay supplement?
A. Yes.

7. Q. Is it pensionable?
 - A. Depends on your pension plan. Seek guidance with your respective pension provider. The County has sought guidance from Florida Retirement System (FRS) and is pending a response (as of 8/7/2020).
8. Q. What about reimbursement for the impact if it is pensionable?
 - A. If it is in accordance with your normal pay policies and deemed pensionable by your pension provider, yes, you may seek reimbursement. In addition to the required documentation indicated in #Q.2, you should provide information on applicable fringe rates as it relates to pension rates (employer rate).
9. Q. Will the county be paying these individuals directly or will money be provided to each city/jurisdiction and each city pays their employees directly?
 - A. Each municipality will be responsible for paying their employees, unless other arrangements are made with the municipality and the County, as is the case with those employees who are contracted with Miami-Dade County.
10. Q. Is the temporary 1% Hazard Pay subject to Fica/Mica?
 - A. Yes.
11. Q. Is there a definition of “public safety” – does it include dispatchers, code officers, other employees who support public safety? What definition do we use to define “1st responder” /“public safety personnel?” Sworn Fire and Police? Dispatchers? Code officers? Or is it “essential personnel” defined by the City? What staff is the County including as “first responders” for the supplement? Is it just sworn Police and Fire or does this extend to civilian support, code compliance, Public Safety Communications and Ocean Rescue? Is it for all first responders and not just for those assigned to a COVID squad or specific task force?
 - A. For administrative ease, all public safety, sworn officers which include Police, Fire and Corrections personnel may be eligible for the temporary 1% Hazard Pay for hours physically worked for the approved time periods. It does not include “civilian” or “all essential employees”.
12. Q. Should each individual city/jurisdiction develop its own MOU and send to Miami-Dade County?
 - A. Each municipality should work collaboratively with their collective bargaining partners to memorialize via MOU or other agreed upon understanding (or a ratification process if required) the parameters of the temporary 1% Hazard Pay (base pay, eligibility of personnel, method of payment, time period of eligibility, frequency of payment, etc.).
13. Q. The presentation indicates an effective date of March 1, 2020 through December 30, 2020 – is March 1st the date Miami-Dade County declared the emergency? Or is it effective from when the municipality declared the emergency? Since we are in July, is the 1% lump sum to be issued to employees for a future date – until December?
 - A. Reimbursement may be requested for the period of March 1, 2020 through December 30, 2020.
14. Q. How will this 1% monies be paid to the City? In other words, will we send you a bill indicating the amounts we would be paying our employees?
 - A. Each Municipality will need to provide an invoice and payment will be made on actual expenditures related to the temporary 1% Hazard Pay upon submittal of the invoice and supporting documentation as described in Q#2. You will need to upload all invoices and supporting

documentation into the **Grant Management System (County's online portal)**. Further instructions will be provided on how to access.

15. Q. Because we (West Miami) are a small agency of less than 25 officers, all of our officers including members of the command staff have at one point or another dedicated time to mitigate the impact of the pandemic. Visiting business, ensuring closures and following the Mayor's Executive Orders have made all of our employees vulnerable. In addition, we have also had three of our officers test positive for COVID.
 - A. Refer to #11 regarding classifications eligible for reimbursement.

16. Q. Please note that the Town of Miami Lakes police patrol services are provided through a contract with Miami-Dade County in which we are invoiced quarterly. This means we do not have police officers on our payroll, and as such, we are reaching out to get a better understanding of the how this will affect us as a contract municipality, and clarification on documentation we need to submit, if any.
 - A. The County will include the temporary payment to the "contracted employees" directly in their regular Miami-Dade County paychecks. As is the case with all payroll expenses, the County will seek reimbursement from the Town of Miami Lakes through the already established procedures after which the Town of Miami Lakes may seek CARES Act reimbursement for the applicable temporary 1% Hazard Pay.



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 6.b

TO: Honorable Mayor & Members of the Biscayne Park Village Commission

FROM: Roseann Prado, Interim Village Manager

DATE: August 13, 2020

TITLE: Resolution 2020-38 A Resolution Of The Mayor And Village Commission Of The Village Of Biscayne Park, Florida, Authorizing The Interim Village Man-Ager To Execute An Interlocal Agreement Between Miami-Dade County And The Village Of Biscayne Park, Regarding Implementation Of The Federal Coronavirus Aid, Relief, And Economic Security Act; Providing For Severability; And Providing For An Effective Date

Recommendation

Staff recommends approval of Resolution 2020-38 and execution of the attached Interlocal Agreement with Miami-Dade County regarding CARES Act Corona Relief Fund (CRF) distribution.

Background

The Interlocal Agreement will allow the Village to receive reimbursement of COVID-19 related expenses, incurred from March 1, 2020 through December 30, 2020, under the CARES Act.

Resource Impact

Potential reimbursements of COVID-19 expenses.

Attachment(s)

- Resolution 2020-38
- Interlocal Agreement between Village of Biscayne Park and Miami-Dade County.

Prepared by: Roseann Prado, Interim Village Manager

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RESOLUTION NO. 2020-38

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE INTERIM VILLAGE MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF BISCAYNE PARK, REGARDING IMPLEMENTATION OF THE FEDERAL CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and; and

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WHEREAS, Chapter 163, *Fla. Stat.*, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

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WHEREAS, The Village of Biscayne Park (“Village”) is currently experiencing the effects of the COVID-19 pandemic which has resulted in a severe drain of resources due to the public health emergency; and

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WHEREAS, due to the COVID-19 public health emergency first responders have expanded duties with an increased exposure to COVID-19; and

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WHEREAS, the Coronavirus Aid, Relief and Economic Securities Act (“CARES”) provides a relief fund to state, local, and tribal governments intended to assist in the fight against COVID-19; and

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WHEREAS, the primary purpose of the Interlocal Agreement (“Agreement”) between Miami-Dade County (“County”) and the Village is to ensure the effective and timely dissemination of allocated Corona Relief Fund (CRF) dollars reimbursing the Village for eligible activities under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

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WHEREAS, the Agreement to provide funding to local municipalities if all conditions are met to enable the County to remain in compliance with the Department of Treasury’s Office of Inspector General’s memorandum regarding CRF Monitoring, Reporting and Record Retention Requirements; and

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WHEREAS, the Village Commission finds it to be in the best interests of the Village and its residents to authorize the Interim Village Manager to execute the Agreement between the County and the Village.

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NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:

**INTERLOCAL AGREEMENT
FOR FEDERALLY-FUNDED SUBAWARD**

This Interlocal Agreement (the "Agreement") entered into this ___ day of _____ 2020, by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), and _____, a municipal corporation located within the geographic boundaries of Miami-Dade County, Florida (the "Municipality", and together with the County, the "Parties").

For purposes of this Agreement, the County serves as the Pass-through entity for a Federal Award, and the Municipality serves as the Sub-Recipient of a Subaward.

WHEREAS, in March 2020, the United States Congress passed, and President Donald Trump signed into law, H.R. 748, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"); and

WHEREAS, the CARES Act is a \$2 trillion Federal stimulus package which provided, among other things:

- one-time checks of \$1,200 to Americans earning a certain income;
- \$349 billion in loans to small businesses;
- \$17 billion of assistance to companies deemed crucial to national security;
- grants of \$25 billion for passenger air carriers, \$4 billion for air-cargo carriers, and \$3 billion for certain contractors; and
- a \$150 billion Coronavirus Relief Fund ("CRF") for local governments; and

WHEREAS, the CARES Act requires that payments to local governments from the CRF only be used to cover expenses that:

- are necessary expenditures incurred due to the public health emergency with respect to Coronavirus Disease 2019 ("COVID-19");
- were not included in the budget most recently approved as of March 27, 2020 for the State or local government; and
- were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the State of Florida was allocated \$8.328 billion from the CRF, of which the County received \$474 million; and

WHEREAS, the United States Department of the Treasury (the "Treasury") has released guidance for State, territorial, local and Tribal governments pertaining to the CRF ("CRF Guidance"), which was most recently updated on June 30, 2020, and a copy of which is attached to this Agreement as Exhibit 1 and incorporated herein; and

WHEREAS, the Treasury has also released Frequently Asked Questions pertaining to the CRF (“CRF FAQ”), which was most recently updated on July 8, 2020, and a copy of which is attached to this Agreement as Exhibit 2 and incorporated herein; and

WHEREAS, the CRF FAQ provides that CRF payments made by the Treasury to State, territorial, local, and Tribal governments are considered “other financial assistance” under 2 Code of Federal Regulations (C.F.R.) § 200.40; and

WHEREAS, the CRF FAQ further provides that a county receiving CRF payments may, but is not required to, transfer CRF funds to smaller cities within the county’s borders, provided that the transferred funds are used by the cities for eligible expenditures under Section 601(a) of the Social Security Act as implemented in the CRF Guidance; and

WHEREAS, 2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal Agreement, including an Agreement that the County considers a contract”; and

WHEREAS, at the August 4, 2020 Special Meeting of the Miami-Dade Board of County Commissioners (the “Board”), the Board allocated a total of not-to-exceed \$100,000,000 in CARES Act funds to the municipalities in the County as follows: \$75,000,000 for reimbursement of FEMA local match eligible expenditures as well as CARES Act eligible governmental operations expenditures that are not FEMA reimbursable, and \$25,000,000 for municipal programmatic proposals subject to approval in advance by the Board; and

WHEREAS, the primary purpose of this Agreement is to ensure the effective and timely dissemination of CRF dollars to reimburse the Municipality for such eligible expenditures, as permitted by Section 601(a) of the Social Security Act as implemented in the CRF Guidance and FAQ, and as authorized by the Board; and

WHEREAS, this Agreement is not a legal requirement of the Treasury, but rather is a voluntary Agreement to provide funding to the Municipality if all conditions are met to enable the County to remain in compliance with the Treasury’s Office of Inspector General’s memoranda and subsequent addenda regarding CRF Monitoring, Reporting and Record Retention Requirements (the “Treasury OIG Memoranda”), copies of which are attached to this Agreement as Exhibit 3 and 3-1, and incorporated herein,

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

DEFINITIONS

- A. "Contractor" shall mean any entity, public or private, providing services as described in this Agreement.
- B. "Designation of Authority" shall have the meaning set forth in Articles V and VII of this Agreement.
- C. "Events of Default" shall have the meaning set forth in Article XVIII of this Agreement.
- D. "Federal Award" shall mean Federal financial assistance that a non-Federal entity receives directly from a Federal Awarding Agency or indirectly from a Pass-through entity per 2 C.F.R. §200.38.
- E. "FEMA" shall mean the Federal Emergency Management Agency.
- F. "Funds" shall mean any CARES Act CRF funds advanced or transferred to the Municipality for reimbursement of eligible expenditures in accordance with the terms and conditions set forth in this Agreement.
- G. "Pass-through entity" shall mean a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program per 2 C.F.R. §200.74.
- H. "Representative" shall refer to the individual set forth in Article V of this Agreement authorized by the Municipality to act on behalf of the Municipality.
- I. "Request for Reimbursement" shall have the meaning set forth in Article VII of this Agreement.
- J. "Subaward" shall mean an award provided by a Pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal Award received by the Pass-through entity per 2 C.F.R. §200.93.
- K. "Sub-Recipient" shall mean a non-Federal entity, such as a municipality, that receives a subaward from a Pass-through entity to carry out part of a Federal program per 2 C.F.R. §200.93.

SUBAWARD INFORMATION

The following Agreement information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	_____
Sub-Recipient's unique entity identifier:	_____
Federal Award Date:	<u>March 13, 2020</u>
Name of Federal Awarding Agency:	<u>U.S. Treasury Department</u>
Name of Pass-through entity:	<u>Miami-Dade County</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>21.019 Coronavirus Relief Fund</u>

**ARTICLE I
REPRESENTATIONS**

- A. The Municipality represents that it is fully qualified and eligible to receive the Funds.
- B. The Municipality certifies that it has the legal authority to receive the Funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Municipality also certifies that the undersigned person has the authority to legally execute and bind the Municipality to the terms of this Agreement.
- C. The Municipality, by its decision to receive the Funds, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the County, the Federal Awarding Agency, or any other Federal agencies with audit, regulatory, or enforcement authority.
- D. The County received the Funds from the Federal government, and the County has the authority to transfer such Funds to the Municipality under the terms and conditions outlined herein.
- E. The County, as the Pass-through entity for the Funds, reserves the right to demand that the Municipality comply with all applicable County, State and Federal laws, regulations and policies and take any and all other actions necessary to ensure that the Funds are used in accordance with Section 601(a) of the Social Security Act as implemented in the CRF Guidance.

**ARTICLE II
RESPONSIBILITIES**

- A. The Parties to this Agreement shall work together in a cooperative and coordinated effort, and in such a manner and fashion to ensure the Funds are utilized most effectively and efficiently to respond to and recover from COVID-19.
- B. Both the County and the Municipality are expected to remain in compliance with the CRF Guidance, the CRF FAQ, and the Treasury OIG Memoranda as outlined in Exhibits 1, 2, 3 and 3-1 and as may be amended by the Treasury from time to time. The County's reimbursement of an expenditure will be based on the information available at that time. If further clarification from the Treasury later determines such expenditure to be ineligible, the Municipality shall return any Funds received for such expenditure to the County in accordance with the provisions of Article X of this Agreement.

**ARTICLE III
TERMS OF AGREEMENT**

- A. This Agreement shall become effective upon its execution by both Parties and shall end upon formal notification by the Treasury or its designee that the use of all Funds has been accounted for and accepted, unless terminated earlier as specified elsewhere in this Agreement.

B. The County may terminate this Agreement for cause after seven (7) days written notice. Cause may include, but is not limited to: Funds not being expended in a reasonably timely manner, misuse of Funds, fraud or misrepresentation, lack of compliance with applicable rules, laws and regulations, and refusal by the Municipality to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended. Upon such termination, the Municipality shall, within thirty (30) days, return all unexpended Funds to the County.

C. The Parties may jointly agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement.

D. In the event that this Agreement is terminated, and upon the Municipality's receipt of the notice of termination, the Municipality will not incur new expenditures with the expectation of such expenditures being reimbursed with Funds by the County.

ARTICLE IV LAWS, RULES, REGULATIONS AND POLICIES

Performance under this Agreement is subject to Section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act. Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 CFR §200.303 regarding Internal Controls, 2 CFR §§200.330 through 200.332 regarding Sub-Recipient Monitoring and Management, and Subpart F regarding Audit Requirements. Pursuant to the CRF Guidance (Exhibit 1), the CARES Act provides that payments from the Fund may only be used to cover costs that:

A. are necessary expenditures incurred due to the public health emergency with respect to COVID-19;

B. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government; and

C. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

ARTICLE V CONTACTS

The County's Contract Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the County's liaison with the Municipality. As part of his/her duties, the Contract Manager for the County shall monitor, review, and document all activities and expenditures for which the Municipality requests reimbursement.

A. The County's Contract Manager for this Agreement is:

Name: Barbara Gomez, CPA
Title: Deputy Finance Director, Miami-Dade County Finance Department
Address: 111 N.W. 1st Street, 25th Floor
Miami, Florida 33128-1900
Telephone: (305) 375-5245
Email: Barbara.Gomez@miamidade.gov

B. The name and address of the Representative of the Municipality ("Representative") responsible for the administration of this Agreement is:

Name: _____
Title: _____
Address: _____

Telephone: _____
Email: _____

C. In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other Party in writing via letter or electronic mail. It is the Municipality's responsibility to authorize its users in the County's On-Line Portal (to be provided). Only the Authorized or Primary Agents identified in Attachment A to this Agreement ("Designation of Authority") may authorize the addition or removal of agency users.

**ARTICLE VI
ELIGIBLE EXPENDITURES**

A. The Municipality may seek reimbursement under this Agreement for the following eligible expenditures incurred during the period beginning March 1, 2020 and ending December 30, 2020:

1. FEMA Public Assistance (PA) local match eligible expenditures;
2. CRF eligible governmental operations expenditures that are not FEMA reimbursable;
and
3. Expenditures for CRF eligible economic support and assistance programs that have been approved in advance by the Miami-Dade Board of County Commissioners.

B. Whenever eligible, the Municipality will seek FEMA reimbursement rather than CRF reimbursement since the CRF can be used more readily to support the public's economic needs due to the impacts of COVID-19.

C. Subject to the availability of Funds, the County will reimburse the Municipality for the FEMA PA local match (currently 12.5 percent) upon receipt of documentation of the Municipality's application to FEMA for reimbursement; provided, however, that if any expenditures by the Municipality are denied reimbursement by FEMA, the Municipality shall return to the County any Funds received for the FEMA PA local match for such expenditures in accordance with the provisions of Article X of this Agreement.

D. CRF eligible governmental operations expenditures that are not FEMA reimbursable include the following:

1. Personnel Costs - Payroll expenses for employees whose service are substantially dedicated to mitigating or responding to the COVID-19 public health emergency such as:
 - a. Park Attendant performing duties to enforce compliance with public health orders
 - b. Unbudgeted overtime to perform functions to mitigate or respond to COVID-19 health emergency
2. Medical Expenses – Examples:
 - a. COVID-19 testing
 - b. COVID-19 tracing
 - c. Medical responses, including emergency transportation
3. Public Health - Examples:
 - a. Communication and enforcement of local health orders
 - b. Acquisition and distribution of medical and protective supplies, such as sanitizing products, personal protection equipment for County employees and workers in connection with COVID-19 public health emergency
 - c. Disinfection of public areas and other facilities
 - d. Public Safety measures undertaken in response to COVID-19 - Quarantine Individuals
4. Actions to Facilitate Compliance Expenses - Examples:
 - a. Food deliveries to residents including senior citizens and other vulnerable populations, to enable compliance with public health precautions
 - b. Improvements to telework capabilities for public employees to enable compliance with public health precautions
 - c. Provide paid sick, family, and medical leave to public employees to enable compliance with public health precautions
5. Miscellaneous Expenditures - Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria and that are not FEMA reimbursable.

E. Requests for Reimbursement by the Municipality for (1) CRF eligible governmental operations expenditures that are not FEMA reimbursable, and (2) expenditures for CRF eligible economic support and assistance programs that have been approved in advance by the Miami-Dade Board of County Commissioners, shall be governed by the requirements and procedures set forth in Article VI(F) and (G) below.

F. Prior to the disbursement of any Funds, the Municipality shall provide all documentation of expenditures for which reimbursement is requested to the County via the County's On-line Portal. The County will then review said documentation for sufficiency and costs for eligibility, and if the County determines that the expenditures are eligible for reimbursement, will reimburse the Municipality for such eligible expenditures in an expedited manner, subject to the availability of Funds. If the County requires additional documentation to determine eligibility, the Municipality shall timely provide such documentation upon written request from the County. If the County determines that the expenditures are not eligible for reimbursement, then no Funds will be disbursed to the Municipality for said expenditures.

G. If any expenditure for which the Municipality received Funds for reimbursement is subsequently determined not to be an eligible expenditure under section 601(a) of the Social Security Act as implemented in the CRF Guidance and CRF FAQ, the Municipality shall return any Funds received from the County for such expenditure to the County in accordance with the provisions of Article X of this Agreement.

ARTICLE VII REQUESTS FOR REIMBURSEMENT

The County, subject to availability of Funds, will provide Funds on a cost reimbursement basis to the Municipality for eligible expenditures approved by the County.

A. Any request for reimbursement by Municipality under this Agreement (a "Request for Reimbursement") must include a certification, signed by an official who is authorized to legally bind the Municipality, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the Report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in this Agreement".

B. The Municipality must complete Attachment A by designating at least three agents to execute any Requests for Reimbursement, certifications, changes to contacts, or other necessary documentation on behalf of the Municipality. Attachment A must be completed electronically and submitted via email to the County Contract Manager (see Article V).

C. The County will review all Requests for Reimbursement and only release Funds for eligible, documented expenditures.

D. The County reserves the right to require on an ongoing basis, including after the disbursement of Funds, any additional certifications and documentation it deems necessary to continue to verify the eligibility of expenditures for which the Municipality received Funds for reimbursement.

ARTICLE VIII PROCUREMENT

A. The Municipality shall ensure that any procurement involving Funds authorized by the Agreement complies with all applicable Federal and State laws and regulations. For this event, the County and funding Federal Agency recognize that noncompetitive procurements may be necessary to save lives, to protect property and public health and to ensure public safety, as well as to lessen or avert the threat of a catastrophe. The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for (1) emergency protective measures and (2) to respond to or address COVID-19.

B. If the Municipality contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Municipality must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the County, its employees and/or their contractors, and the Municipality and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

ARTICLE IX PAYMENTS

A. Requests for Reimbursement serve as invoices and shall include the supporting documentation for all costs of the project, services or expenditures in detail sufficient for a proper pre-audit and post-audit thereof. The final Request for Reimbursement shall be submitted within thirty (30) days after the expiration of this Agreement.

B. If Funds are not available to satisfy a Request for Reimbursement under this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budget, the Miami-Dade Board of County Commissioners, the County Chief Financial Officer, or under Article X (B) of this Agreement, all obligations on the part of the County to make any further payment of Funds shall terminate, and the Municipality shall submit its final report within thirty (30) days of receiving notice from the County.

C. If the Municipality separately invests amounts received under this Agreement, the interest earnings or other proceeds must be used to cover expenditures incurred in accordance with Section 601(d) of the Social Security Act and the CRF Guidance (Exhibit 1). If the Municipality deposits Fund payments in its General Accounts, it may use the CRF dollars to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

**ARTICLE X
REPAYMENT OF FUNDS**

A. All returns or repayments of Funds due to the County under this Agreement are due no later than thirty (30) days from the date of written notification by the County that such Funds are due, and shall be made payable to the order of "Miami-Dade County" and be mailed directly to the Contract Manager (as stipulated in Article V.

B. The Municipality agrees that the County may withhold Funds otherwise payable to the Municipality upon a determination by the County or the Federal Awarding Agency that Funds exceeding eligible expenditures have been disbursed to the Municipality pursuant to this Agreement.

C. The Municipality understands and agrees that the County may withhold or offset Funds otherwise payable to the Municipality until the return or repayment of any Funds due to the County under this Agreement is satisfied.

**ARTICLE XI
RECORDS**

A. The Federal Awarding Agency, Inspectors General, the Comptroller General of the United States, and the County, or any of the County authorized representatives, (e.g. the Inspector General of the County, the Commission Auditor, Audit and Management Services Department), shall enjoy the right of access to any documents, financial statements, papers, or other records of the Municipality which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Municipality's personnel for the purpose of interview and discussion related to such documents.

B. As required by the County's record retention requirements (Chapter 119, Florida Statutes) and by the Treasury OIG Memoranda (Exhibits 3 and 3-1), the Municipality shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from Funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report.

C. The Municipality shall retain financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to its use of Funds for a period of five (5) years after the last disbursement of Funds by the County. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

D. As required by 2 C.F.R. §200.303, the Municipality shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency or the County designates as sensitive or the Municipality considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

E. The Municipality shall maintain all records for the Municipality and for all subcontractors or consultants to be paid from Funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of this Agreement.

ARTICLE XII REPORTS

The Municipality shall provide the County with quarterly reports and any other information that may be required in Exhibits 3 and 3-1 and any subsequent Addenda thereto.

ARTICLE XIII MONITORING

A. The County shall have the right to monitor the performance of the Municipality under this Agreement, as well as that of its subcontractors and/or consultants who are paid from Funds provided under this Agreement.

B. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by County staff, desk reviews and/or other procedures. The Municipality agrees to cooperate with any monitoring procedures/processes deemed appropriate by the County.

ARTICLE XIV AUDITS

A. The Municipality shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

B. In accounting for the receipt and expenditure of Funds under this Agreement, the Municipality shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

C. As per this Agreement, audits conducted under 2 C.F.R. Part 200, Subpart F shall be performed in accordance with Generally Accepted Government Auditing Standards ("GAGAS") as issued by the Comptroller General of the United States.

1. If an audit shows that any Funds disbursed to the Municipality were not used by the Municipality in accordance with the terms and conditions of this Agreement, the Municipality shall return said Funds to the County in accordance with the provisions of Article X of this Agreement.

2. The Municipality shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the County no later than nine (9) months from the end of the Municipality’s fiscal year.
3. The Municipality shall send copies of the audit and any Management Letters issued by the auditor to the County’s Contract Manager.

**ARTICLE XV
MANDATED CONDITIONS**

A. Execution of this Agreement constitutes a certification that the Municipality will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.). Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Municipality must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement.

B. The Municipality agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

C. The Municipality shall require that the following certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements)—that all such sub-recipients shall certify and disclose to the best of their knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and

4. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the Municipality is unable to obtain and provide such certification, then the Municipality shall attach an explanation to this Agreement as to why not.

ARTICLE XVI LOBBYING PROHIBITION

The Municipality certifies, by its Representative's signature to this Agreement, that to the best of his or her knowledge and belief:

A. No Funds received by Municipality under this Agreement have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any monies, other than Funds received by Municipality under this Agreement, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Municipality shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

C. The Municipality shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE XVII LIABILITY AND INDEMNIFICATION

The Municipality is solely responsible to the parties it deals with in carrying out the terms of this Agreement. To the extent and within the limitations of section 768.28, Florida Statutes, as amended, the Municipality shall be responsible for and agrees to indemnify and hold harmless and defend the County and its boards, commissions, agencies, officers and employees from and against all third party claims, demands and causes of actions, of any nature whatsoever, directly resulting from the willful misconduct or negligent acts or omissions of the Municipality, its officers, agents, employees, or subcontractors in its performance under this

Agreement. To the extent and within the limitations of section 768.28, Florida Statutes, as amended, the Municipality shall pay all claims and losses in connection therewith and, at the election of the County, shall investigate and defend, or pay for the defense of, all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Municipality expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Municipality shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. For purposes of this Agreement, Municipality agrees that it is not an agent of the County. Nothing herein shall be construed as consent by the County to be sued by third parties in any matter arising out of any contract.

ARTICLE XVIII EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the County to make further payment of Funds shall terminate and the County has the option to exercise any of its remedies as set forth in Article XIX:

- A. Any warranty or representation made by the Municipality in this Agreement is or becomes false or misleading in any respect.
- B. The Municipality fails or is unable or unwilling to perform and complete on time any of its obligations under this Agreement.

ARTICLE XIX REMEDIES

If an Event of Default occurs, then the County shall timely provide written notice of the Event of Default to the Municipality. If the Municipality fails to cure the Event of Default within seven (7) days after receipt of such notice from the County, the County may exercise any one or more of the following remedies, either concurrently or consecutively:

- A. Terminate this Agreement, provided that the Municipality is given at least seven (7) days prior written notice of the termination.
- B. Withhold or suspend payment of all or any part of a Request for Reimbursement.
- C. Require that the Municipality return to the County any Funds used for ineligible purposes.
- D. Exercise any other rights or remedies which may be available under law.

No delay or omission to exercise any right, power, or remedy accruing to the County upon breach or violation by the Municipality under this Agreement, shall impair any such right, power or remedy of the County; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

**ARTICLE XX
EXHIBITS AND ATTACHMENT**

- A. All Exhibits and the Attachment to this Agreement are incorporated as if set out fully.
- B. In the event of any inconsistencies or conflict between the language of this Agreement and the Exhibits and Attachment, the language of the Exhibits and Attachment shall control, but only to the extent of the conflict or inconsistency.
- C. This Agreement has the following Exhibits and Attachment:
 - 1. **Exhibit 1** – Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments - Updated June 30, 2020
 - 2. **Exhibit 2** – Coronavirus Relief Fund Frequently Asked Questions – Updated July 8, 2020
 - 3. **Exhibit 3** – Department of the Treasury Memorandum for Coronavirus Relief Fund Reporting and Record Retention Requirements – July 2, 2020
 - a. **Addendum 3-1** – Department of the Treasury Memorandum for Coronavirus Relief Fund Reporting Requirements Update – July 31, 2020
 - 4. **Attachment A** – Designation of Authority

**ARTICLE XXI
NON-ASSIGNMENT OF AGREEMENT**

Neither the County nor the Municipality may assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the other party, which consent shall not unreasonably be withheld.

**ARTICLE XXII
LIMITATION ON RIGHTS OF OTHERS**

The terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable solely by the parties and their permitted successors and assigns, and nothing in this Agreement or by virtue of the transactions contemplated hereby, whether express or implied, shall be construed to constitute, create or confer rights, remedies or claims in or upon any person (as third-party beneficiary or otherwise) not a party hereto, or to create obligations or responsibilities of the parties to such persons, or to permit any person other than the parties and their respective successors and assigns to rely upon or enforce the covenants, conditions and agreements contained herein.

**ARTICLE XXIII
BINDINGS ON SUCCESSORS**

This Agreement shall bind the successors, assigns and legal representatives of the parties hereto, and of any legal entity that succeeds to the obligations of the parties hereto.

**ARTICLE XXIV
SEVERABILITY**

If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

**ARTICLE XXV
GOVERNING LAW**

This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Venue or location for any legal action arising under this Agreement will be in Miami-Dade County, Florida.

**ARTICLE XXVI
ENTIRE AGREEMENT**

This Agreement and its Exhibits and Attachment constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior written and oral agreements and understandings with respect to such subject matter. Neither this Agreement nor any of the terms hereof may be amended, supplemented, waived or modified orally. All such amendments, supplements, waivers and modifications must be in writing signed by the party against which the enforcement of the amendment, supplement, waiver or modification shall be sought.

**ARTICLE XXVII
HEADINGS**

Any heading preceding the text of the several sections of this Agreement shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement. In the event of any conflict between any such heading and the text thereunder, the text shall control.

In acknowledgment of the mutual consideration herein, the parties hereby certify that they have read this entire Agreement, and will comply with all of its requirements.

MIAMI-DADE COUNTY, FLORIDA:

[MUNICIPALITY]

By: _____

By: _____

Edward Marquez
Deputy Mayor/Finance Director

[Name]
[Title]

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____

Assistant County Attorney

EXHIBIT – 1

Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments Updated June 30, 2020¹

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.²

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the

¹ This version updates the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020”.

² See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020, will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient’s control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.

- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund’s eligibility criteria.

Nonexclusive examples of ineligible expenditures³

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.⁴
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

³ In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

⁴ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

EXHIBIT – 2

Coronavirus Relief Fund Frequently Asked Questions Updated as of July 8, 2020

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

¹ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a “payroll support program” for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

May funds be used to satisfy non-federal matching requirements under the Stafford Act?

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to

the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-

specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

EXHIBIT – 3

DEPARTMENT OF THE TREASURY
WASHINGTON, D.C. 20220



OFFICE OF
INSPECTOR GENERAL

July 2, 2020

OIG-CA-20-021

MEMORANDUM FOR CORONAVIRUS RELIEF FUND RECIPIENTS

FROM: Richard K. Delmar /s/
Deputy Inspector General

SUBJECT: Coronavirus Relief Fund Reporting and Record Retention
Requirements

Title VI of the Social Security Act, as amended by Title V of Division A of the *Coronavirus Aid, Relief, and Economic Security Act* (Public Law 115-136), provides that the Department of the Treasury (Treasury) Office of Inspector General (OIG) is responsible for monitoring and oversight of the receipt, disbursement, and use of Coronavirus Relief Fund payments. Treasury OIG also has authority to recover funds in the event that it is determined a recipient of a Coronavirus Relief Fund payment failed to comply with requirements of subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)). Accordingly, we are providing recipient reporting and record retention requirements that are essential for the exercise of these responsibilities, including our conduct of audits and investigations.

Reporting Requirements and Timelines

Each prime recipient of Coronavirus Relief Fund payments¹ shall report Coronavirus Disease 2019 (COVID-19) related "costs incurred" during the "covered period"² (the period beginning on March 1, 2020 and ending on December 30, 2020), in the manner of and according to the timelines outlined in this memorandum. As described below, each prime recipient shall report interim and quarterly data and other recipient data according to these requirements. Treasury OIG is working on development of a portal with GrantSolutions³ that is expected to be operational on

¹ Prime recipients include all 50 States, Units of Local Governments, the District of Columbia, U.S. Territories, and Tribal Governments that received a direct payment from Treasury in accordance with Title V.

² Refer to Treasury's guidance dated June 30, 2020 for more information on costs incurred and the covered period.

³ A grant management service provider under the U.S. Department of Health and Human Services.

September 1, 2020, for recipients to report data on a quarterly basis. Until the GrantSolutions portal is operational, each prime recipient shall follow the interim reporting requirements. Treasury OIG will notify each prime recipient when GrantSolutions is operational or of any changes to the expected September 1, 2020 start date.

Interim Reporting for the period March 1 through June 30, 2020

By no later than July 17, 2020, each prime recipient is responsible for reporting costs incurred during the period March 1 through June 30, 2020. For this interim report, prime recipients need only report totals by the following broad categories:

- a. Amount transferred to other governments;
- b. Amount spent on payroll for public health and safety employees;
- c. Amount spent on budgeted personnel and services diverted to a substantially different use;
- d. Amount spent to improve telework capabilities of public employees;
- e. Amount spent on medical expenses;
- f. Amount spent on public health expenses;
- g. Amount spent to facilitate distance learning;
- h. Amount spent providing economic support;
- i. Amount spent on expenses associated with the issuance of tax anticipation notes; and
- j. Amount spent on items not listed above.

Recipients should consult Treasury's guidance and Frequently Asked Questions in reporting costs incurred during the period March 1 through June 30, 2020. The total of all categories must equal the total of all costs incurred during that period. A spreadsheet is attached for your use in providing the data. As discussed below, the prime recipient will be required to report information for the period March 1 through June 30, 2020 into GrantSolutions once it is operational.

Quarterly Reporting

Each prime recipient of Coronavirus Relief Fund payments shall report COVID-19 related costs into the GrantSolutions portal. Data required to be reported includes, but is not limited to, the following:

1. the total amount of payments from the Coronavirus Relief Fund received from Treasury;
2. the amount of funds received that were expended or obligated for each project or activity;
3. a detailed list of all projects or activities for which funds were expended or obligated, including:
 - a. the name of the project or activity;
 - b. a description of the project or activity; and

4. detailed information on any loans issued; contracts and grants awarded; transfers made to other government entities; and direct payments made by the recipient that are greater than \$50,000.

The prime recipient is responsible for reporting into the GrantSolutions portal information on uses of Coronavirus Relief Fund payments.

Recipient Portal Access: For future quarterly reporting, each prime recipient will have GrantSolutions portal access for three (3) individuals: two (2) designees (preparers) to input quarterly data and one (1) official authorized to certify that the data is true, accurate, and complete.⁴ **By no later than July 17, 2020**, please provide the name, title, email address, phone number, and postal address of these individuals so that portal access can be granted. After this information is received, guidance on the GrantSolutions portal access and data submission instructions will be issued separately.

Reporting timeline

By no later than September 21, 2020, recipients shall submit via the portal the first detailed quarterly report, which shall cover the period March 1 through June 30, 2020. Thereafter, quarterly reporting will be due no later than 10 days after each calendar quarter. For example, the period July 1 through September 30, 2020, must be reported no later than October 13, 2020 (Tuesday after the 10th day of October and the Columbus Day Holiday). Reporting shall end with either the calendar quarter after the COVID-19 related costs and expenditures have been liquidated and paid or the calendar quarter ending September 30, 2021, whichever comes first.

Record Retention Requirements

Recipients of Coronavirus Relief Fund payments shall maintain and make available to the Treasury OIG upon request all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)), which provides:

(d) USE OF FUNDS.—A State, Tribal government, and unit of local government shall use the funds provided under a payment made under this section to cover only those costs of the State, Tribal government, or unit of local government that—

1. are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
2. were not accounted for in the budget most recently approved as of the date of enactment of this section for the State or government; and

⁴ The certifying official is an authorized representative of the recipient organization with the legal authority to give assurances, make commitments, enter into contracts, and execute such documents on behalf of the recipient.

3. were incurred⁵ during the period that begins on March 1, 2020, and ends on December 30, 2020.

Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:

1. general ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus Relief Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
2. budget records for 2019 and 2020;
3. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
4. receipts of purchases made related to addressing the public health emergency due to COVID-19;
5. contracts and subcontracts entered into using Coronavirus Relief Fund payments and all documents related to such contracts;
6. grant agreements and grant subaward agreements entered into using Coronavirus Relief Fund payments and all documents related to such awards;
7. all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
8. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
9. all internal and external email/electronic communications related to use of Coronavirus Relief Fund payments; and
10. all investigative files and inquiry reports involving Coronavirus Relief Fund payments.

Records shall be maintained for a period of five (5) years after final payment is made using Coronavirus Relief Fund monies. These record retention requirements are applicable to all prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of Coronavirus Relief Fund payments from prime recipients.

Thank you and we appreciate your assistance.

⁵ Refer to Treasury's guidance dated June 30, 2020 for more information on the definition of costs incurred.



OFFICE OF
INSPECTOR GENERAL

EXHIBIT 3
Addendum 3-1

DEPARTMENT OF THE TREASURY
WASHINGTON, D.C. 20220

July 31, 2020

OIG-CA-20-025

MEMORANDUM FOR CORONAVIRUS RELIEF FUND RECIPIENTS

FROM: Richard K. Delmar /s/
Deputy Inspector General

SUBJECT: Coronavirus Relief Fund Reporting Requirements Update

On July 2, 2020, my office issued memorandum OIG-CA-20-021, *Coronavirus Relief Fund Recipient Reporting and Record Retention Requirements* informing you of the Department of the Treasury (Treasury) Office of Inspector General's (OIG) monitoring and oversight responsibilities related to the Coronavirus Relief Fund, among other things. Specifically, Title VI of the Social Security Act, as amended by Title V of Division A of the *Coronavirus Aid, Relief, and Economic Security Act* (Public Law 116-136), provides that Treasury OIG is responsible for monitoring and oversight of the receipt, disbursement, and use of Coronavirus Relief Fund payments. Treasury OIG also has authority to recover funds in the event that it is determined a recipient of a Coronavirus Relief Fund payment failed to comply with requirements of subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)). Recipient reporting and record retention requirements are essential for the exercise of these responsibilities, including our conduct of audits and investigations.

This memorandum augments and clarifies the prime recipient's quarterly reporting requirements contained in memorandum OIG-CA-20-021. We plan to use reported data to support our office's Coronavirus Relief Fund compliance monitoring and oversight efforts and for audit and investigative purposes. In addition, reported data will be provided to the Pandemic Response Accountability Committee (PRAC), which will report the data on its website in accordance with Section 15010 of the CARES Act.¹

¹ P. L. 116-136 (March 27, 2020), Section 15010, established the PRAC within the Council of Inspectors General on Integrity and Efficiency to promote transparency and conduct and support oversight of covered funds and the coronavirus response to (1) prevent and detect fraud, waste, abuse, and mismanagement; and (2) mitigate major risks that cut across program and agency boundaries. The PRAC's website will provide data on relevant operational, economic, financial, grant, subgrant, contract, and subcontract information in user-friendly visual presentations to enhance public awareness of the use of covered funds and the Coronavirus response.

Reporting Requirements

The Treasury OIG has engaged GrantSolutions, a grant and program management Federal shared service provider under the U.S. Department of Health and Human Services, to develop a customized and user-friendly reporting solution to capture the use of Coronavirus Relief Fund payments. In this regard, the GrantSolutions portal will be prepopulated with prime recipient data to include the Coronavirus Relief Fund payment amount, date, recipient Dun & Bradstreet unique identification number (DUNS number), and contact information. It is the responsibility of the prime recipients² to report on uses of Coronavirus Relief Fund payments. Accordingly, each prime recipient shall report Coronavirus Disease 2019 (COVID-19) related costs incurred³ during the covered period (the period beginning on March 1, 2020, and ending on December 30, 2020), as follows.

Projects

List all projects⁴ the prime recipient plans to complete with Coronavirus Relief payments. For each project, the prime recipient will be required to enter the project name, identification number (created by the prime recipient), description, and status of completion. Once a project is entered into the GrantSolutions portal, the prime recipient will be able to report on the project's obligations and expenditures.

Expenditure Categories

Once expenditures are entered against obligations, the prime recipient will need to select the specific expenditure category from the available options from a dropdown menu:

- a. Administrative Expenses
- b. Budgeted Personnel and Services Diverted to a Substantially Different Use
- c. COVID-19 Testing and Contact Tracing
- d. Economic Support (Other than Small Business, Housing, and Food Assistance)
- e. Expenses Associated with the Issuance of Tax Anticipation Notes
- f. Facilitating Distance Learning
- g. Food Programs
- h. Housing Support
- i. Improve Telework Capabilities of Public Employees
- j. Medical Expenses

² Prime recipients include all 50 States, units of local governments, the District of Columbia, U.S. Territories, and Tribal Governments that received a direct Coronavirus Relief Fund payment from Treasury in accordance with the CARES Act.

³ Refer to Treasury's *Guidance for State, Territorial, Local, and Tribal Governments* updated June 30, 2020, at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>, for more information on costs incurred and the covered period.

⁴ Projects are a grouping of related activities that together are intended to achieve a specific goal.

- k. Nursing Home Assistance
- l. Payroll for Public Health and Safety Employees
- m. Personal Protective Equipment
- n. Public Health Expenses
- o. Small Business Assistance
- p. Unemployment Benefits
- q. Workers' Compensation
- r. Items Not Listed Above - to include other eligible expenses that are not captured in the available expenditure categories

Each prime recipient shall also provide detailed obligation and expenditure information for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made by the prime recipient that are greater than or equal to \$50,000 as follows.

Contracts Greater Than or Equal to \$50,000

- a. Contractor identifying and demographic information (e.g. DUNS number and location)
- b. Contract number
- c. Contract date, type, amount, and description
- d. Primary place of contract performance
- e. Related project name(s)
- f. Period of performance start date
- g. Period of performance end date
- h. Quarterly obligation amount
- i. Quarterly expenditure amount
- j. Expenditure categories (listed above)

Grants Greater Than or Equal to \$50,000

- a. Grantee identifying and demographic information (e.g. DUNS number and location)
- b. Award number
- c. Award date, amount, and description
- d. Award payment method (reimbursable or lump sum payment(s))
- e. Related project name(s)
- f. Period of performance start date
- g. Period of performance end date
- h. Primary place of performance
- i. Quarterly obligation amount
- j. Quarterly expenditure amount
- k. Expenditure categories (listed above)

Loans Greater Than or Equal to \$50,000

- a. Borrower identifying and demographic information (e.g. DUNS number and location)
- b. Loan number
- c. Loan amount, date (date when loan signed by prime recipient and borrower), and description
- d. Loan expiration date (date when loan expected to be paid in full)
- e. Purpose of loan
- f. Primary place of performance
- g. Related project(s)
- h. Quarterly obligation amount
- i. Quarterly payments on outstanding loans
- j. Recipient plans for reuse of Coronavirus Relief Fund loan repayments
- k. Loan/expenditure categories

Transfers to Other Government Entities Greater Than or Equal to \$50,000

- a. Transferee/government unit identifying and demographic information (e.g. DUNS number and location)
- b. Transfer date, amount, and description
- c. Related project(s)
- d. Quarterly obligation amount
- e. Quarterly expenditure information
- f. Expenditure categories (listed above)

Direct Payments Greater Than or Equal to \$50,000

- a. Payee identifying and demographic information (e.g. DUNS number and location)
- b. Direct Payments amount and date
- c. Related project(s)
- d. Quarterly obligation amount
- e. Quarterly expenditure amount
- f. Expenditure categories (listed above)

Aggregate reporting below \$50,000

Aggregate reporting is allowed on contracts, grants, transfers made to other government entities, loans, direct payments, and payments to individuals that are below \$50,000.

Certification and Submission

As noted in our July 2, 2020 memorandum, each prime recipient was required to designate two preparers to enter data into GrantSolutions and an authorizing official, who is responsible for certification and submission of the recipient's quarterly report. Preparers are only permitted to enter data into the required fields and validate entries once completed. Authorizing officials are responsible for reviewing and certifying the information prior to submission within the portal. Accordingly, these individuals will be granted user permissions in the GrantSolutions portal.

Once a report submission is complete, the Treasury OIG will review the submission to ensure that the prime recipient has reported all required information and accounted for the current period's obligations, expenditures, and loan payments, among other information. The Treasury OIG will approve final submissions that are determined to be complete. After approval of the prime recipient's report, certain data fields that do not change will be carried forward to reduce reporting burden in future quarters. All prime recipient data will be captured on a quarterly and cumulative basis.

Reporting Timeline

By no later than September 21, 2020, the prime recipient's authorizing official shall certify and submit via the GrantSolutions portal the first detailed quarterly report, which shall cover the period of March 1 through June 30, 2020. Thereafter, quarterly reporting will be due no later than 10 calendar days after the end of each calendar quarter. If the 10th calendar day falls on a weekend or a Federal holiday, the due date will be the next working day. For example, the period July 1 through September 30, 2020, must be reported no later than Tuesday, October 13, 2020 (considers that the 10th calendar is on a weekend and the following Monday is a Federal Holiday). The table below summarizes the quarterly reporting timeline for prime recipients of Coronavirus Relief Fund payments.

Reporting Cycle	Reporting Period	Reporting Due Date	OIG Review Period	Data Extract to PRAC
Cycle 1	3/1-6/30/2020	9/21/2020	9/22-29/2020	9/30/2020
Cycle 2	7/1-9/30/2020	10/13/2020	10/14-20/2020	10/21/2020
Cycle 3	10/1-12/31/2020	1/11/2021	1/12-20/2021	1/21/2021
Cycle 4	1/1-3/31/2021	4/12/2021	4/13-20/2021	4/21/2021
Cycle 5	4/1-6/30/2021	7/12/2021	7/13-20/2021	7/21/2021
Cycle 6	7/1-9/30/2021	10/12/2021	10/13-20/2021	10/21/2021

Reporting Preparation and Training

To prepare for the initial reporting cycle, each prime recipient should ensure that any current or potential sub-recipients are registered in SAM.gov.⁵ While each prime recipient is responsible for reporting on its sub-recipients, sub-recipient registration in SAM.gov will enable detailed sub-recipient data to be imported into the GrantSolutions portal. Therefore, the prime recipient should require that sub-recipients register with SAM.gov prior to September 1, 2020.

In anticipation of GrantSolutions portal becoming operational on September 1, 2020, training will be provided on portal access and use during the last week of August 2020.

Reporting Questions

For questions regarding eligible uses of Coronavirus Relief Fund payments, please first consult Treasury's *Guidance for State, Territorial, Local, and Tribal Governments* and Treasury's *Coronavirus Relief Fund Frequently Asked Questions* documents which are located at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. You may also contact Treasury OIG with questions about reporting requirements at CARES@oig.treas.gov or Monday through Friday from 8:00 a.m. to 5:00 p.m. EST, at 1 (855)-584-4853.

Thank you and we appreciate your compliance with these reporting requirements.

⁵ The System for Award Management (SAM) is an official website of the U.S. government. Entities are required to register at SAM.gov to do business with the U.S. government.

Attachment A

DESIGNATION OF AUTHORITY

Instructions for Completion

The **Designation of Authority Form** should be completed in its entirety, listing the name and information for all representatives who will be authorized agents for the Miami-Dade County (County) Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Corona Relief Fund (CRF) Program. The form is divided into six blocks; each block must be completed where appropriate.

Block 1: “Authorized Agent” – This should be the highest authority in your Municipality who is authorized to sign legal documents on behalf of your Municipality. (Only one Authorized Agent is allowed).

Block 2: “Primary Agent” – This is the person designated by your Municipality to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in the County’s Grants Management System. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all Program activities. (Only one Primary Agent is allowed).

Block 3: “Alternate Agent” – This is the person designated by your Municipality to be available when the Primary is not. (Only one Alternate Agent is allowed).

Block 4, 5, and 6: “Authorized Agent to Request Funds/Reimbursements” – These are the persons authorized to execute requests for reimbursement, certification, or other required documents on behalf of the Municipality.

**DESIGNATION OF AUTHORITY
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES ACT)
CORONA RELIEF FUND (CRF) PROGRAM**

Municipality:

Box 1: Authorized Agent	Box 2: Primary Agent
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 3: Alternate Agent	Box 4: Authorized Agent to Request Funds/Reimbursements
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 5: Authorized Agent to Request Funds/Reimbursements	Box 6: Authorized Agent to Request Funds/Reimbursements
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

The above Primary and Alternate Agents are hereby authorized to execute and sign the Interlocal and other pertinent documents related to the CARES Act CRF Program. The persons designated in boxes 4 through 6 are authorized to execute requests for reimbursement, certification, or other required documents on behalf of the Municipality.

Municipality Authorized Agent Signature

Date



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 6.c

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: Roseann Prado, Interim Village Manager

DATE: August 13, 2020

TITLE: Resolution 2020-39 - A Resolution Of The Village Commission Of The Village Of Biscayne Park, Florida, Approving A Second Amendment To The Agreement Between The Village Of Biscayne Park And Calvin, Giordano & Associates, Inc., For The Provision Of Building Plan Review And Inspection Services And Municipal Planning Department Services; Providing For Severability; And Providing For An Effective Date.

Recommendation

Approve a Second Amendment to the Agreement between the Village of Biscayne Park and Calvin, Giordano & Associates, Inc., for Building and Planning services.

Background

The Village of Biscayne Park ("Village") and Calvin, Giordano & Associates, Inc. ("CGA") entered into a professional services agreement ("Agreement"), whereby CGA provides the Village with building plan review and inspections services and municipal planning department services ("Services"). The Village and CGA desire to enter into a Second Amendment to the Agreement, whereby CGA will continue to provide the Services to the Village from September 1, 2020 through August 31, 2021.

Resource Impact

Funds have been budgeted for the Services.

Attachment(s)

- Resolution 2020-39 with Exhibits "A" & "B"
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Prepared/Sponsored by: Roseann Prado, Interim Village Manager

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RESOLUTION NO. 2020-39

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, APPROVING A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND CALVIN, GIORDANO & ASSOCIATES, INC., FOR THE PROVISION OF BUILDING PLAN REVIEW AND INSPECTION SERVICES AND MUNICIPAL PLANNING DEPARTMENT SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, on August 7, 2018, the Village of Biscayne Park (“Village”) and Calvin, Giordano & Associates, Inc. (“CGA”) entered into a professional services agreement (“Agreement”), whereby CGA provides the Village with building plan review and inspections services and municipal planning department services (“Services”); and

WHEREAS, the Agreement was for a one year term, with four-one year renewals at the Village’s discretion. A copy of the Agreement is attached and incorporated herein as Exhibit “A”; and

WHEREAS, the Village and CGA have previously amended the Agreement (“First Amendment”). A copy of the First Amendment is attached and incorporated herein as Exhibit “B”

WHEREAS, the Village and CGA desire to enter into a Second Amendment to the Agreement that is effective from September 1, 2020 through August 31, 2021 (“Second Amendment”). A copy of the Second Amendment is attached and incorporated herein as Exhibit “C”.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:

Section 1. Recitals. The above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Village Commission.

Section 2. Second Amendment. The Second Amendment to the Agreement between the Village and CGA for the provision of the Services as attached and incorporated herein as Exhibit “C” is approved and the Village Manager is authorized to execute the First Amendment and expend budgeted funds on behalf of the Village.

Section 3. Severability. If any section, sentence, clause or phrase herein is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

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

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4 PASSED AND ADOPTED this 13th day of August, 2020.

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

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10 Virginia O’Halpin, Mayor _____
11 MacDonald Kennedy, Vice Mayor _____
12 Roxanna Ross, Commissioner _____
13 Daniel Samaria, Commissioner _____
14 William Tudor, Commissioner _____
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17 VILLAGE OF BISCAYNE PARK
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20 _____
21 Virginia O’Halpin, Mayor

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25 ATTEST:
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28 _____
29 Roseann Prado, Village Clerk

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32 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
33 USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:

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36 _____
37 John R. Herin, Jr., Interim Village Attorney
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Exhibit A

**AGREEMENT
BUILDING PLAN REVIEW AND INSPECTION SERVICES
AND/OR
MUNICIPAL PLANNING DEPARTMENT SERVICES**

THIS IS AN AGREEMENT, dated the 7th day of August, 2018, between:
VILLAGE OF BISCAYNE PARK, a Florida municipal corporation, hereinafter "VILLAGE,"
and
CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation, hereinafter "CONTRACTOR."

WITNESSETH:

WHEREAS, Request for Proposals, Project No. RFP No. 2018-01, "Building Plan Review and Inspection Services and Municipal Planning Department Services 2018" was advertised on February 9, 2018, and advised that sealed proposals would be received at the Village Clerk's Office until March 2, 2018, at 2:00 p.m.; and,

WHEREAS, the sealed proposals that were received were opened and read aloud in Village Hall at 640 NE 114th Street, Biscayne Park, Florida; and,

WHEREAS, CONTRACTOR has been determined to be a responsible and responsive Proposer for the Project; and,

WHEREAS, the VILLAGE Commission deems it to be in the best interest of the residents and citizens to accept the proposal from CONTRACTOR for "Building Plan Review and Inspection Services and/or Municipal Planning Department Services"; and,

WHEREAS, VILLAGE has determined that entering into this Agreement with CONTRACTOR for the work contemplated by this Agreement is in the best interests of the health, safety, and welfare of the citizens and residents of the VILLAGE; and,

WHEREAS, VILLAGE and CONTRACTOR have determined that it is in the best interests of the parties hereto to enter into this Agreement for "Building Plan Review and Inspection Services and/or Municipal Planning Department Services" (hereafter referred to as the "Work"); and,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

1.0 PREAMBLE

CONTRACTOR submitted a proposal dated March 2, 2018, which is included and incorporated in this Agreement as Attachment 1, to provide Building Plan Review and Inspection Services and Municipal Planning Department Services. RFP 2018-01, Building Plan Review and Inspection Services and Municipal Planning Department Services, incorporated in its entirety in this Agreement as Attachment 2.

2.0 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the Work. CONTRACTOR represents to VILLAGE with full knowledge that VILLAGE is relying upon these representations when submitting a Proposal, that CONTRACTOR has the professional expertise, experience, and manpower to perform the Work requested. The CONTRACTOR will bear all costs associated with the Work. CONTRACTOR shall provide services to include:

2.1.1 Provide Building Official Services in accordance with Chapter 468.604, Florida Statutes

2.1.2 Review and process construction plans for issuance of building permits under the Florida Building Code, including applications for all required certificates, licenses, and registration.

2.1.3 Plan review and inspection services shall include, but not limited to, structural, electrical, plumbing, mechanical/HVAC and very infrequently landscaping.

2.1.4 Review plans for compliance with National, State, VILLAGE, and Building Code requirements.

2.1.5 Inspect permitted construction, within Village limits, for compliance with VILLAGE codes and permitted plans and specifications.

2.1.6 Each plan reviewer and inspector must work in the VILLAGE each day for the amount of hours needed to review plans and perform inspections, however unnecessary delays are not acceptable.

2.1.7 Maintain records of inspections and investigations. VILLAGE inspection forms must be used.

2.1.8 Review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with processing of building permits and elevation certificates.

2.1.9 Contact and meet with VILLAGE officials, contractors, architects, engineers, business owners, and residents about construction projects, code questions, and other concerns.

2.1.10 Provide services in regard to Unsafe Buildings and the Miami-Dade County Unsafe Structures Board.

2.1.11 Emergency response when requested by VILLAGE Officials during duty and after duty hours.

2.1.12 Zoning/Land use regulation and drafting amendments to land use law.

2.1.13 Comprehensive Planning

2.1.14 Community Planning

2.1.15 Permit Review

2.2 For Building Services CONTRACTOR shall assign a minimum of one plans reviewer/inspector for each discipline (i.e. structural, plumbing, electrical, and HVAC/mechanical) with all applicable certifications required pursuant to Florida Statutes and the Miami-Dade County Board of Rules and

Appeals. All personnel performing inspection services will have at least three (3) years' experience in their respective disciplines. All personnel performing services will be fluent in English.

2.3 For Building Services CONTRACTOR shall provide and maintain at its expense the vehicles necessary to perform the services. CONTRACTOR shall keep all vehicles clean and in good repair, free from leaking fluids, properly registered and insured, and bear the company name of each side of the vehicle.

2.4 While performing building services, all personnel shall wear a uniform shirt with the name or logo of the CONTRACTOR identified on the shirt.

2.5 All building services plan review and inspection personnel shall be equipped with cell phones. The cell phone numbers will be provided to the Building Department. The cell phone numbers of all planning services personnel will be provided to the Village Manager and Village Clerk.

2.6 The VILLAGE shall retain the right after consultation with the CONTRACTOR to request Building Plans Review and Inspection Services and Municipal Planning Department Services personnel changes if mutually agreed in order to better serve VILLAGE residents.

3.0 CONTRACTOR PERFORMANCE RESPONSIBILITIES

3.1 Plan reviews will be performed within a stated number of business days after receipt of plans in accordance with the following schedule:

3.1.1 Major Permits (Commercial and Residential): Ten (10) business days for additions, alterations, demolition, or new construction.

3.1.2 Permits (Commercial and Residential): Five (5) business days for other permits.

3.1.3 As part of Building Plans Review and Inspection Services the CONTRACTOR shall periodically have its personnel, independent of code enforcement, traverse the VILLAGE in order to determine whether any unpermitted development is taking place.

3.2 Municipal Planning Department Services will be performed on an as needed basis.

4.0 CONTRACT PERIOD

The initial term of this Agreement is effective on September 1, 2018 for one-year with four one-year renewal options upon agreement of VILLAGE and CONTRACTOR.

5.0 CONTRACT PRICE

5.1 Contract prices are identified in CONTRACTOR'S proposal included as Attachment 1 to this Agreement.

5.2 CONTRACTOR shall invoice VILLAGE monthly for services performed.

6.0 INDEMNIFICATION

6.1 The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the VILLAGE of Biscayne Park,

its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. Pursuant to Section 725.06, Florida Statutes, the indemnification required by this Section is limited to \$1,000,000, which the parties agree bears a reasonable commercial relationship to the Agreement. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any CONTRACTOR, or any of the CONTRACTOR'S agents, servants, or employees during the performance of the work before the estimates have become due under this Agreement, the VILLAGE may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the VILLAGE as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

6.2 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Section 725.06, Florida Statutes, requires a specific consideration be given thereof. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

7.0 INSURANCE

7.1 CONTRACTOR and all subcontractors shall have the proper insurance coverage and documents for this type of project, which will include:

7.1.1 Comprehensive General or Commercial Liability: CONTRACTOR shall provide Comprehensive General or Commercial Liability Insurance, including the Village of Biscayne Park, as an additional insured, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. CONTRACTOR shall provide Two Million Dollar (\$2,000,000) annual aggregate Comprehensive General Liability coverage. VILLAGE shall be named as an additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

7.1.2 Worker's Compensation: CONTRACTOR shall comply with statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Million Dollars (\$1,000,000) limit, and One Hundred Thousand Dollars (\$100,000) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. CONTRACTOR shall provide Worker's

Compensation and Employer's Liability Insurance for the benefit of CONTRACTOR'S work force in accordance with State Statutes.

7.1.3. **Business Automobile Liability:** CONTRACTOR shall provide Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. The VILLAGE shall be named as an additional insured in respect to this Agreement. Certificates evidencing the required limits will be provided to the VILLAGE annually on the anniversary date of the Agreement. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

7.2 **Certificates of Insurance:** Before commencing performance of the Agreement, the CONTRACTOR shall furnish the VILLAGE of Biscayne Park with a duplicate policy of Certificate of Insurance for the required insurance as specified above, which shall contain the following:

7.2.1 Name of insurance carrier(s)

7.2.2 Effective and expiration dates of policies

7.2.3 Thirty (30) days written notice by carrier of any cancellation or material change in a policy.

7.2.4 Duplicate Policy or Certificates of Insurance stating that the interests of the VILLAGE of Biscayne Park, Florida, is included as an additional named insured, and specifying the project/location.

7.3 Such insurance shall apply despite any insurance which the VILLAGE of Biscayne Park may carry in its own name.

8.0 WARRANTIES AND ATTORNEY'S FEES

CONTRACTOR warrants that its services are to be performed within the limits prescribed by the VILLAGE with the usual thoroughness and competence of industry standards for building plan review and inspection services. In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and para legal fees at both the trial and appellate levels.

9.0 MISCELLANEOUS

9.1 **Law Governing:** This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

9.2 **Venue** for litigation concerning this Agreement shall be in Miami-Dade County, Florida.

9.3 Each party waives its rights to a trial by jury.

9.4 **Severability:** If any portions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provisions had not been included.

9.5 This Agreement may not be assigned without the prior written approval of the VILLAGE.

9.6 Any use of subcontractors have prior approval from the VILLAGE.

10.0 PUBLIC RECORDS

If CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, as to CONTRACTOR's duty to provide public records relating to this Letter of Understanding, contact Village Clerk, Roseann Prado, 600 NE 114 Street, Biscayne Park, FL 33161, villageclerk@biscayneparkfl.gov, (305) 899-8000.

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by the VILLAGE to perform the service.
- (2) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law or VILLAGE policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the VILLAGE.
- (4) Upon completion of the contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

REQUEST FOR NONCOMPLIANCE

- (a) A request to inspect or copy public records relating to a VILLAGE's contract for services must be made directly to the VILLAGE. If the VILLAGE does not possess the requested records, the VILLAGE shall immediately notify the CONTRACTOR of the request, and CONTRACTOR must provide the records to the VILLAGE or allow the records to be inspected or copied within a reasonable amount of time.
- (b) If CONTRACTOR does not comply with the VILLAGE's request for records, the VILLAGE shall enforce the contract provisions in accordance with the contract.
- (c) Should CONTRACTOR fail to provide the public records to the VILLAGE a reasonable time CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes..

CIVIL ACTION

(a) If a civil action is filed against CONTRACTOR to compel production of public records relating to a VILLAGE's contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement, including reasonable attorney fees, if:

(1) The court determines that CONTRACTOR unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that CONTRACTOR has not complied with the request, to the VILLAGE and to the CONTRACTOR.

(b) A notice complies with subparagraph (a)2 if it is sent to the VILLAGE's custodian of public records and to CONTRACTOR at CONTRACTOR's address listed on its contract with the VILLAGE or to CONTRACTOR's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) Should CONTRACTOR comply with a public records request within eight (8) business days after the notice is sent it shall not be liable for the reasonable costs of enforcement.

11.0 TERM AND TERMINATION

11.1 It is expressly understood and agreed that the VILLAGE or CONTRACTOR may terminate this Agreement, in total or in part, without cause or penalty, with sixty (60) calendar days' notice. In that event, the VILLAGE'S sole obligation to the CONTRACTOR shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours of Work performed by the CONTRACTOR up to the time of termination, including materials. Upon such termination, the VILLAGE may, without penalty or other obligation to the CONTRACTOR, elect to employ other persons to perform the same or similar services.

11.2 The Agreement can be extended for additional one-year periods upon the written approval of the VILLAGE Administrator and CONTRACTOR. The VILLAGE Administrator can approve amendments to this Agreement.

12.0 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified mail, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties

Attention: Roseann Prado, Village Clerk
600 N.E. 114th Street
Biscayne Park, Florida 33161
Telephone: (305) 899-8000
Fax: (305) 891-7241

For CONTRACTOR:

Calvin, Giordano & Associates, Inc.

Alex A. David, AICP
10800 Biscayne Blvd.

SUITE 950
MIAMI, FL 33161

13.0 NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

13.1 During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

13.2 CONTRACTOR shall comply with all applicable local, state and federal labor and safety laws and regulations.

14.0 DEFAULT

In the event the CONTRACTOR fails to comply with the provisions of this Agreement, the VILLAGE may declare the CONTRACTOR in default and notify them in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed thirty (30) calendar days unless otherwise agreed to by the parties. In such event, the CONTRACTOR or shall only be compensated for any services completed as of the date written notice of default is served.

ACCEPTANCE OF AGREEMENT

Execution of this Agreement by both parties signifies agreement with all the terms and conditions. In witness of the foregoing, the parties have set their hands and seals the day and year first written above.

VILLAGE OF BISCAIYNE PARK, FLORIDA

BY:



Tracy Truppan, Mayor

ATTEST:

APPROVED AS TO FORM:



Roseann Prado, Village Clerk



John Herin, Village Attorney

WITNESS:

CONTRACTOR

Tanya Gomes
Signature of Witness

Tanya Gomes
Printed Name of Witness

[Signature]
Signature of Corporate President

Dennis Giordano
Printed Name of Corporate President

[Signature]
Signature of Corporate Secretary

Dawn Hopkins
Printed Name of Corporate Secretary

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF Broward) SS:

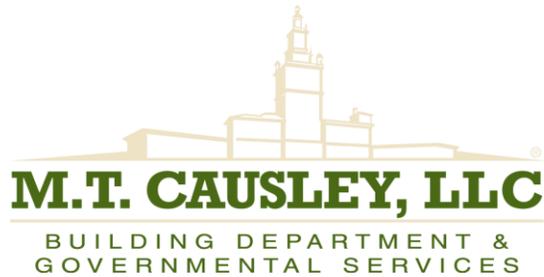
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Dennis Giordano as President of Delvin Giordano Assoc a Florida corporation, and acknowledged they executed the foregoing AGREEMENT as the proper official of Delvin Giordano Assoc for the use and purposes mentioned in the AGREEMENT and affixed the official seal of the corporation and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 7 day of August, 2018.

Notary Seal

Sara R. Blunk
Signature of Notary Public





RATE SHEET

Provide in accordance with the requirements set forth in Chapter §468 Florida Statutes certified Building Official, Plan Examiners and Inspectors to perform mandatory building code administration, plan reviews and inspections associated with any of the general building, structural, mechanical, electrical and plumbing building components on behalf of the Village as their agent so as to reasonably assure compliance with the Florida Building Code, local administrative and technical amendments, in accordance with the following:

Contractor shall provide these services payable as follows: *

Services will be provided based on 65/35 split of all permit revenues collected by the Village: 65% to be paid to Contractor and with 35% to be retained by the Village.

ADDITIONAL SERVICES

Natural disaster services:**

Building Official:	\$105 per hour, 2-hour minimum
Plan examiner:	\$100 per hour, 2-hour minimum
Inspectors:	\$100 per hour, 2-hour minimum

If relocation of other staff members is required, services will be provided based on the above referenced hourly rate plus expenses, i.e. transportation, food and lodging.

Services requested beyond regular business hours and Saturdays: **

Building Official:	\$157.50 per hour, 2-hour minimum
Plan review:	\$150.00 per hour, 2-hour minimum
Inspections:	\$150.00 per hour, 2-hour minimum

Services requested on Sunday and/or US Federal Holiday: **

Building Official:	\$210.00 per hour, 4-hour minimum
Plan review:	\$200.00 per hour, 4-hour minimum
Inspections:	\$200.00 per hour, 4-hour minimum

* Excludes natural disaster services, services performed beyond regular business hours

**Contractor will retain all fees associated with providing services after a natural disaster and beyond regular business hours.



PROFESSIONAL FEE SCHEDULE

Building Code Services
 Civil Engineering / Roadway & Highway Design
 Coastal Engineering
 Code Enforcement
 Construction Engineering & Inspection (CEI)
 Construction Services
 Data Technologies & Development
 Electrical Engineering
 Engineering
 Environmental Services
 Facilities Management
 Geographic Information Systems (GIS)
 Governmental Services
 Landscape Architecture
 Planning
 Project Management
 Redevelopment & Urban Design
 Surveying & Mapping
 Traffic Engineering
 Transportation Planning
 Water / Utilities Engineering
 Website Development

Principal	215.00
Contract Administrator	190.00
Project Administrator	165.00
Executive Assistant / Clerical	75.00

ENGINEERING

Associate, Engineering (VI)	190.00
Director, Engineering (V)	175.00
Project Manager (IV)	150.00
Project Engineer (III)	130.00
Engineer (II)	110.00
Jr. Engineer (I)	100.00
Senior CADD Tech Manager	115.00
CADD Technician	95.00
Permit Administrator	90.00

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	165.00
GIS Coordinator	145.00
GIS Specialist	125.00
Multi-Media 3D Developer	115.00
GIS Technician	100.00
Sr. Applications Developer	165.00
Applications Developer	135.00
Network Administrator	155.00
System Support Specialist	115.00
IT Support Specialist	85.00

GOVERNMENTAL SERVICES

Associate, VP	190.00
Director of Code Enforcement	145.00
Director of Building Code	145.00
Project Manager	145.00
Grants Administrator	125.00
Code Enforcement Field Supervisor	110.00
Code Enforcement Field Inspector	90.00
Building Official	115.00
Building Plans Reviewer	90.00
Building Inspector	90.00
Permit Processor	75.00

SURVEYING

Associate, Surveying	165.00
Senior Registered Surveyor	145.00
Survey Crew	135.00
Registered Surveyor	130.00
Survey Coordinator	105.00
CADD Technician	95.00
3D Laser Scanner	355.00
Hydrographic Survey Crew	330.00
G.P.S. Survey Crew	155.00
Sub-meter G.P.S	75.00
Soft Dig (per hole)	480.00
Utility Locates (per hour)	205.00

LANDSCAPE ARCHITECT

Associate, Landscape Architect	165.00
Senior Landscape Architect	135.00
Environmental Administrator	125.00
Landscape Architect	120.00
Environmental Specialist	105.00
Landscape CADD Technician	95.00
Environmental Assistant	90.00
Landscape Inspector/Arborist	105.00
Landscape Designer	120.00
Landscape Site Plan Reviewer	135.00

INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	125.00
Environmental Scientist	100.00

CONSTRUCTION

Associate, Construction	165.00
Construction Management Director	135.00
Construction Manager	125.00
Senior Inspector	100.00
Inspector	90.00
Construction Coordinator	90.00

EMERGENCY MANAGEMENT

Director	145.00
Planner	105.00
Assistant Planner	90.00

PLANNING

Associate, Planning	175.00
Director of Planning	150.00
Planning Administrator	150.00
Planning Manager	145.00
Senior Planner	125.00
Assistant Planner	90.00

EXPERT WITNESS

Principal/Associate	330.00
Registered Engineer/Surveyor	280.00
Project Engineer	230.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

1800 Eller Drive
 Suite 600
 Fort Lauderdale, FL
 33316
 954.921.7781 phone
 954.921.8807 fax

www.cgasolutions.com

Effective October 1, 2014

**AMENDMENT ONE
AGREEMENT BUILDING PLAN REVIEW AND INSPECTION SERVICES
AND/OR MUNICIPAL PLANNING DEPARTMENT SERVICES
BETWEEN THE VILLAGE OF BISCAYNE PARK
AND CALVIN, GIORDANO & ASSOCIATES, INC.**

The First Amendment is made and effective the 1st day of September 2019, by and between the Village of Biscayne Park (Municipality) and Calvin, Giordano & Associates, Inc. (Consultant). Municipality and Consultant shall be jointly referred to as the "Parties".

RECITALS AND REPRESENTATIONS

WHEREAS, the Parties entered into an Agreement for Building Plan Review and Inspection Services and/or Municipal Planning Department Services (Agreement), by which the Parties established the terms and conditions for service delivery for the period of September 1, 2018 through August 31, 2019; and

WHEREAS, the Parties agree that entering into this Amendment to the Agreement is in the mutual best interest of both parties; and

WHEREAS, the Agreement allows for four one-year renewal options.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the Village and Consultant as follows:

1. The Agreement is hereby extended for one (1) year effective September 1, 2019 through August 31, 2020.

The original Agreement, Exhibits and terms shall remain in effect, to the extent not modified by previous or this Amendment.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.



Chris Giordano, Vice President
Calvin, Giordano & Associates, Inc.

5/18/2020
Date



Signature: David Hernandez
Village of Biscayne Park

06/02/2020
Date

David Hernandez, Interim Village Manager
Name & Title



Attest: Roseann Prado, Village Clerk

Exhibit C

**AMENDMENT TWO
AGREEMENT BUILDING PLAN REVIEW AND INSPECTION SERVICES
AND/OR MUNICIPAL PLANNING DEPARTMENT SERVICES
BETWEEN THE VILLAGE OF BISCAYNE PARK
AND CALVIN, GIORDANO & ASSOCIATES, INC.**

The Second Amendment is made and effective the 1st day of September 2020, by and between the Village of Biscayne Park (Municipality) and Calvin, Giordano & Associates, Inc. (Consultant). Municipality and Consultant shall be jointly referred to as the "Parties".

RECITALS AND REPRESENTATIONS

WHEREAS, the Parties entered into an Agreement for Building Plan Review and Inspection Services and/or Municipal Planning Department Services (Agreement), by which the Parties established the terms and conditions for service delivery for the period of September 1, 2018 through August 31, 2019; and

WHEREAS, the Parties agree that entering into this Amendment to the Agreement is in the mutual best interest of both parties; and

WHEREAS, the Agreement allows for four one-year renewal options; and

WHEREAS, the First Amendment was executed retroactively effective September 1, 2019 through August 31, 2020; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the Village and Consultant as follows:

1. The Agreement is hereby extended for one (1) year effective September 1, 2020 through August 31, 2019.
2. Services will be compensated based on Consultant's Fee Schedule – Exhibit A.

The original Agreement, Exhibits and terms shall remain in effect, to the extent not modified by previous or this Amendment.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.



Chris Giordano, Vice President
Calvin, Giordano & Associates, Inc.

Date 7/22/2020

Signature
Village of Biscayne Park

Date

Name & Title

**FEE SCHEDULE
EXHIBIT A**

Provide in accordance with the requirements set forth in Chapter §468 Florida Statutes certified Building Official, Plan Examiners and Inspectors to perform mandatory building code administration, plan reviews and inspections associated with any of the general building, structural, mechanical, electrical and plumbing building components on behalf of the Village as their agent so as to reasonably assure compliance with the Florida Building Code, local administrative and technical amendments, in accordance with the following:

Contractor shall provide these services payable as follows: *

Services will be provided based on 75/25 split of all permit revenues collected by the Village: 75% to be paid to Contractor and with 25% to be retained by the Village.

ADDITIONAL SERVICES

Natural disaster services:**

Building Official:	\$105 per hour, 2-hour minimum
Plan examiner:	\$100 per hour, 2-hour minimum
Inspectors:	\$100 per hour, 2-hour minimum

If relocation of other staff members is required, services will be provided based on the above referenced hourly rate plus expenses, i.e. transportation, food and lodging.

Services requested beyond regular business hours and Saturdays: **

Building Official:	\$157.50 per hour, 2-hour minimum
Plan review:	\$150.00 per hour, 2-hour minimum
Inspections:	\$150.00 per hour, 2-hour minimum

Services requested on Sunday and/or US Federal Holiday: **

Building Official:	\$210.00 per hour, 4-hour minimum
Plan review:	\$200.00 per hour, 4-hour minimum
Inspections:	\$200.00 per hour, 4-hour minimum

* Excludes natural disaster services, services performed beyond regular business hours

**Contractor will retain all fees associated with providing services after a natural disaster and beyond regular business hours.



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 6.d.

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: Roseann Prado, Interim Village Manager

DATE: August 13, 2020

TITLE: Resolution 2020-40 – A Resolution of the Village Commission of The Village of Biscayne Park, Florida, approving an agreement between the Village of Biscayne Park and Country Bill’s Lawn Maintenance, Inc., for the provision of tree planting services to implement Tree Grant Funding received from Miami-Dade County; providing for severability; and providing for an effective date.

Recommendation

Approve Resolution 2020-40

Background

Resolution 2020-40 approves a Professional Service Agreement between the Village and Country Bill’s Lawn Maintenance, Inc., which is a “piggyback” agreement of an existing agreement between the City of North Miami and Country Bill’s Lawn Maintenance, Inc. that will allow the Village to implement the Tree Grant Agreement and related funding received from Miami-Dade County.

Resource Impact

Funds are budgeted for the project.

Attachment(s)

- Resolution 2020-40
- Professional Service Agreement (“piggyback”)
- City of North Miami Agreement

Prepared/Sponsored by: Roseann Prado, Interim Village Manager

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RESOLUTION NO. 2020-40

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND COUNTRY BILL’S LAWN MAINTENANCE, INC., FOR THE PROVISION OF TREE PLANTING SERVICES TO IMPLEMENT TREE GRANT FUNDING RECEIVED FROM MIAMI-DADE COUNTY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Village of Biscayne Park (“Village”) has received grant funding from Miami-Dade County for the planting of trees within the Village’s boundaries; and

WHEREAS, the Village Code of Ordinances allows for “piggybacking” agreements and contracts that have been competitively procured by other local governments; and

WHEREAS, pursuant to this procedure, the Village is allowed to piggyback an existing government agreement or contract, and there is no need to obtain formal or informal quotations, proposals or bids; and

WHEREAS, the Village desires to “piggyback” on an existing agreement between the City of North Miami and Country Bill’s Lawn Maintenance, Inc. (“Contractor”), whereby Contractor will provide the Village with professional tree planting services (“Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:

Section 1. Recitals. The above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Village Commission.

Section 2. Approval of Agreement. The Agreement between the Village and Contractor for the provision of tree planting services as attached and incorporated herein as Exhibit “A” is approved and the Village Mayor is authorized to execute the Agreement and the Interim Village Manager is authorized to expend budgeted funds on behalf of the Village.

Section 3. Severability. If any section, sentence, clause or phrase herein is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

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

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3 PASSED AND ADOPTED this 13th day of August, 2020.
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5 The foregoing Resolution was offered by _____, who moved its
6 adoption. The motion was seconded by _____, and upon being put to a vote
7 the vote was as follows:

8
9 Virginia O’Halpin, Mayor _____
10 MacDonald Kennedy, Vice Mayor _____
11 Roxanna Ross, Commissioner _____
12 Daniel Samaria, Commissioner _____
13 William Tudor, Commissioner _____
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15
16 VILLAGE OF BISCAYNE PARK
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19 _____
20 Virginia O’Halpin, Mayor
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24 ATTEST:
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27 _____
28 Roseann Prado, Village Clerk
29

30
31 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
32 USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:
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35 _____
36 John R. Herin, Jr., Interim Village Attorney
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PROFESSIONAL SERVICES AGREEMENT FOR VILLAGE-WIDE TREE PLANTING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT is entered into this ___ day of August, 2020, between the **Village of Biscayne Park** (“Village”), a Florida municipal corporation with a principal address of 640 NE 114th St, Biscayne Park, FL 33161, (“Village”), and **Country Bill’s Lawn Maintenance, Inc.**, a Florida corporation, having its principal office at 13363 N.E. 16 Avenue, North Miami, FL 33161 (“Contractor”). The Village and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS:

WHEREAS, the Village Code of Ordinances allows for “piggybacking” agreements and contracts that have been competitively procured by other local governments; and

WHEREAS, pursuant to this procedure, the Village is allowed to piggyback an existing government agreement or contract, and there is no need to obtain formal or informal quotations, proposals or bids; and

WHEREAS, the Parties agree that Contractor has entered an agreement with the City of North Miami, said contract being identified as: South-Central Tree Planting Project - ITQ #59-18-19 (“Original Agreement”), which is incorporated herein by reference and is attached as Exhibit “A” to this Agreement.

WHEREAS, all of the terms and conditions set out in the Original Agreement are fully binding on the Parties and said terms and conditions are incorporated herein, except as provided herein.

NOW, THEREFORE, the Parties agree as follows:

1. Notwithstanding the requirement that the Original Agreement is fully binding on the Parties, the Parties agree to modify certain provisions of the Original Agreement as applied to the Contractor and the Village as follows:
 - a. Parties to this Agreement: All references in the Original Agreement to the City of North Miami (“City”) shall refer to the Village of Biscayne Park (“Village”).
 - b. Compensation: Contractor shall be paid the amount not to exceed of Twenty Seven Thousand and Five Hundred and Twenty-Five Dollars (\$27,525.00) as full compensation for Services, pursuant to the requirements of the Original Agreement as modified herein.
 - c. Scope of Services: The Scope of Services in the Original Agreement is modified to reflect the work specified in the Village’s Composite Exhibit “A”.

- d. Insurance Requirements: Contractor shall provide a Certificate of Insurance naming the Village as an “additional insured”.
- e. Notices: Contractor agrees that it will conduct all business with the Village, attention of Village Manager, at Village Hall, 640 NE 114th St, Biscayne Park, FL 33161.
- f. Exhibits to Original Agreement: All exhibits attached to the Original Agreement are stricken, and replaced by the Village’s Composite Exhibit “A”, which are attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

VILLAGE OF BISCAYNE PARK

CONTRACTOR

Virginia O’Halpin, Mayor

John Allred, President

ATTEST:

Roseann Prado, Village Clerk

APPROVED AS TO LEGAL FORM:

John R. Herin, Jr., Interim Village Attorney

ESTIMATE

Country Bills Lawn Maintenance Inc

For Village Of Biscayne Park
640 NE 114 St
Biscayne Park Florida
33161

Estimate Num 176
Date Jul 29, 2020

Description	Quantity	Rate	Amount
* Bulnesia-45 gal	5	\$495.00	\$2,475.00
* Cassia Bakeriana	7	\$475.00	\$3,325.00
* Pink Tabebuia-45 gal	5	\$495.00	\$2,475.00
* Yellow Poinciana-25 gal	7	\$350.00	\$2,450.00
* Bahama Tabebuia-45 gal	6	\$495.00	\$2,970.00
* Royal Poinciana-25 gal	4	\$350.00	\$1,400.00
* Powderpuff 45 gal 10' 1.75" cal	4	\$475.00	\$1,900.00
* Orange Geiger-45 gal	4	\$495.00	\$1,980.00
* Crepe Myrtle-45 gal	3	\$475.00	\$1,425.00
* Mahogany-45 gal	3	\$475.00	\$1,425.00
* Wild Tamarind-45 gal	2	\$475.00	\$950.00
* Bald Cypress 45 gal	5	\$475.00	\$2,375.00
* Dade County Slash pine 45 gal	5	\$475.00	\$2,375.00

* Indicates non-taxable item
Thank you for your business.

Subtotal	\$27,525.00
Tax (8%)	\$0.00
Total	\$27,525.00

Balance Due	\$27,525.00
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Exhibit A

**CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(SOUTH-CENTRAL TREE PLANTING PROJECT - ITQ #59-18-19)**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into on 8/19/2019, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida (“City”), and **Country Bill’s Lawn Maintenance, Inc.**, a Florida Profit Corporation, having its principal office at 13363 N.E. 16 Avenue, North Miami, FL 33161 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, on May 24, 2019, the City of North Miami (“City”) advertised *Invitation to Quote – South-Central Tree Planting Project ITQ No. 59-18-19* (“ITQ”), seeking competitive quotations from qualified and experienced vendors to furnish all labor, equipment, materials and expertise as required to complete the South-Central Tree Planting Project (“Services”); and

WHEREAS, in response to the ITQ, Contractor submitted its quotation and was competitively selected by City administration as the lowest respondent in the procurement of Services; and

WHEREAS, Contractor manifested the capability and willingness of providing Services to the City in the amount not to exceed Forty One Thousand Dollars (\$41,000.00) for a term of thirty (30) days from the City’s issuance of the Notice to Proceed, in accordance with the conditions and specifications contained in the ITQ, as amended; and

WHEREAS, on July 9, 2019, the Mayor and City Council passed and adopted a Resolution, approving the selection of Contractor for the provision of Services, and thereby authorized the City Manager to execute this Agreement for the provision of Services.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 City’s *Invitation to Quote No. 59-18-19 South-Central Tree Planting Project*, attached hereto as Exhibit “A”;

2.1.2 Contractor’s response to the ITQ, attached hereto as Exhibit “B”;

2.1.3 Resolution No. 2019-R-73, passed and adopted by the Mayor and City Council on July 9, 2019, approving the selection of Contractor for the provision of Services and authorizing the execution of this Agreement, attached hereto as Exhibit “C”;

2.1.4 City’s tabulation of responding firms to the ITQ, attached hereto as Exhibit “D”;
and

2.1.5 Any additional documents which are required to be submitted by Contractor under this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager’s designee.

2.2.2 This Agreement.

2.2.3 The Solicitation Basic Terms & Conditions.

2.2.4 The ITQ.

2.3 The Parties agree that Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the ITQ prior to Contractor submitting its response or the right to clarify same shall be waived.

ARTICLE 3 – TIME FOR PERFORMANCE

3.1 Subject to authorized adjustments, the Time for Performance shall not exceed a period of thirty (30) days from the City’s issuance of a Notice to Proceed, unless terminated earlier by the City. Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of Services by the Contractor and the acceptance of Services by the City.

3.2 Minor adjustments to the Time for Performance which are approved in writing by the City in advance, shall not constitute non-performance by Contractor. Any impact on the time for performance shall be determined and the time schedule for completion of Services will be modified accordingly.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor’s ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City’s request, provide adequate assurances to the City in writing, of Contractor’s ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

3.4 Notwithstanding the provisions of this Article 3, this Agreement may be terminated by the City at any time, with or without cause.

ARTICLE 4 - COMPENSATION

4.1 Contractor shall be paid the amount not to exceed Forty One Thousand Dollars (\$41,000.00) as full compensation for Services, pursuant to the requirements of the Contract Documents.

4.2 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 or a reduction of funds, upon five (5) days written notice to Contractor.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Contractor agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in under this Agreement and the Solicitation Basic Terms & Conditions. Contractor shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a Party to this Agreement.

5.3 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by Contractor. Any work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and subcontractor which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents.

5.4 Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

5.5 Contractor warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of City and/or Miami-Dade County agencies, or other regulatory agencies as are applicable, to bring the project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 Contractor, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Contractor shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE 8 - DEFAULT

8.1 In the event the Contractor fails to comply with any provision of this Agreement, the City may declare the Contractor in default by written notification. The City shall have the right to terminate this Agreement if the Contractor fails to cure the default within seven (7) days after receiving notice of default from the City. If the Contractor fails to cure the default, the Contractor will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Contractor shall return such sums due to the City within ten (7) days after notice that such sums are due. The Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - INDEMNIFICATION

9.1 Contractor agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Contractor, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, to the extent caused by Contractor's negligence within the scope of this Agreement, including all costs, reasonable attorney's fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

9.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes (2015). Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 10 - INSURANCE

10.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured or additional insured with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence work under this Agreement until after Contractor has obtained all of the minimum insurance described in the Solicitation Basic Terms & Conditions, with the policies of such insurance (detailing the provisions of coverage) have been received and approved by the City. Contractor shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

10.2 All insurance policies required from Contractor shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 11 - OWNERSHIP OF DOCUMENTS

11.1 All documents developed by Contractor under this Agreement shall be delivered to the City by the Contractor upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Contractor agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes (2019).

11.2 The Contractor shall additionally comply with Section 119.0701, Florida Statutes (2019), including without limitation, the following conditions: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes (2019), or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed, except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost to the City, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and (5) all electronically stored public records must be provided to the City in a format compatible with the City's information technology systems.

11.3 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Contractor pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Contractor for any other purposes whatsoever without the written consent of the City.

11.4 In the event the Agreement is terminated, Contractor agrees to provide the City all such documents within ten (10) days from the date the Agreement is terminated.

ARTICLE 12 - NOTICES

12.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Contractor: Country Bill’s Lawn Maintenance, Inc.
Attn: John Allred, Registered Agent
13363 NE 16 Avenue
North Miami, FL 33161

For the City: City of North Miami
Attn: City Manager
776 N.E.125th Street
North Miami, Florida 33161

With copy to: City of North Miami
Attn: City Attorney
776 N.E.125th Street
North Miami, Florida 33161

12.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

12.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

ARTICLE 13 - CONFLICT OF INTEREST

13.1 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

13.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

14.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

14.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

14.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

14.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

14.6 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

14.7 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

14.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

14.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

14.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

14.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

14.12 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

14.13 All other terms, conditions and requirements contained in the Solicitation Basic Terms & Conditions, which have not been modified by this Agreement, shall remain in full force and effect.

14.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

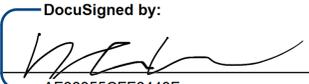
14.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:
Corporate Secretary or Witness:

Country Bill's Lawn Maintenance, Inc., a Florida Profit Corporation,
"Contractor":

Witnessed By:  DocuSigned by:
AF66855CFF6443F...

Signed By:  DocuSigned by:
B7B5EB513C0F436...

Witness Name: Elana Basner

Print Name: John Allred

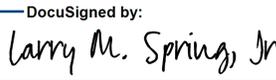
Witness Date: 8/6/2019

Signature Date: 8/6/2019

ATTEST:

City of North Miami, a Florida municipal corporation,
"City":

By:  DocuSigned by:
AF47A3B4B2624B2
Vanessa Joseph
City Clerk

By:  DocuSigned by:
C23984DEA2724CF...
Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:  DocuSigned by:
8AF8443D714D491
Jeff P. H. Cazeau
City Attorney

Exhibit A
Village of Biscayne Park Tree Planting Contract
Scope of Work

The following scope of work shall be performed by the Contractor:

1). Purchase 60 trees as indicated in attached Contractor Estimate- all trees shall be Florida Number #1 and a minimum height of 12 feet, except as otherwise indicated in vendor estimate.

2). **Install 60 trees prior to September 17, 2020**-including staking and mulching. Contractor will install all trees as indicated by the Village on maps. Village will place planting stakes in the ground at specified locations, indicating what species of tree is to be planted. In each location. Contractor will contact appropriate authorities for underground utility clearance prior to planting.

3). Contractor will water 60 trees with a watering schedule as follows: daily- for 2 weeks, every other day for two months, weekly until established.

4). Contractor will remove tree stakes as appropriate.

All trees will be guaranteed by contractor for 1 year.

Tree List

Bahama Tabebuia (bt)
White Geiger (wg)
Bulnesia (b)
Cassia Bakerina (cb)
Yellow Poinciana (yp)
Royal Poinciana (rp)
Powder Puff (pp)
Pink Tabebuia (pt)
Orange Geiger (og)
Crape Myrtle (cm)
Mahogany (m)
Wild Tamarind (wt)
Bald Cypress (bc)
Slash Pine (sp)

bt - 717 ne 111 st.
b - 820 ne 111 st
cb - 820 ne 111 st
cb - 870 ne 111 st
rp - 725 ne 114 st
rp - 728 ne 114 st
cb - 647 ne 114 st
yp - 650 ne 115 st
yp - 951 ne 116 st
rp - 846 ne 116 st
bt - 848 ne 116 st
cb - 847 ne 116 st
pp - 785 ne 117 st
pp - 785 ne 117 st
pt - 785 ne 117 st
pp - 871 ne 117 st
pp - 871 ne 117 st
bt - 519 ne 118 st
pt - 515 ne 118 st
yp - 680 ne 118 st
yp - 7 ave & 118 st (east of 7th ave. sw corner of median)
yp - 7 ave & 118 st (east of 7th ave. nw corner of median)
cb - 741 ne 118 st
b - 476 ne 119 st
og - 451 ne 119 st
cm - 451 ne 119 st
og - 451 ne 119 st
cm - 637 ne 119 st
og - 637 ne 119 st
cm - 637 ne 119 st

bt - 811 ne 119 st
pt - 873 ne 119 st
cb - 930 ne 119 st
b - 712 ne 120 st
b - 11969 ne 7 ave (on median west of 7th ave nw corner of median)
m - 11989 ne 7 ave (on median west of 7th ave nw corner of median)
m - 11989 ne 7 ave (on median west of 7th ave sw corner of median)
og - 677 ne 120 st
m - 655 ne 120 st
pt - 10917 ne 8 ave
bt - 11054 ne 8 ave
pt - 11149 ne 8 ave
wt - 11123 ne 8 ave
bt - 11205 ne 8 ave
cb - 11389 ne 8 ave
yp - 8 ave & 115 st (on median north of 115 st south end of median)
b - 11605 & 10 ave
wt - 11620 ne 10 ave
yp - 11109 ne 10 ave
rp - 11209 ne 8 ct

5 slash pine & 5 bald cypress located in the lot by the bridge across from the church
11173 Griffing Blvd.

